



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

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda

OCTOBER 8, 2019, 3:00 p.m.

Bill Wells, Mayor  
Steve Goble, Deputy Mayor  
Gary Kendrick, Councilmember  
Bob McClellan, Councilmember  
Phil Ortiz, 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 September 24, 2019, Meetings and the Agenda of the October 8, 2019, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

**Presentation: KaBOOM! Refresh Grant at Wells Park**

**Proclamation: National Planning Month**

## AGENDA CHANGES:

## CONSENT ITEMS:

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

1. Minutes of the City Council/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 September 24, 2019, Meetings 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. 2020 Calendar of Meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency

RECOMMENDATION:

That the City Council reviews the proposed 2020 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

5. Fire Station 9 Driveway Contract Change Order

RECOMMENDATION:

That the City Council approves Contract Change Order No. 1 for the Fire Station 9 Driveway project, PS0061, Bid No. 005-20, in the amount of \$27,390 to Portillo Concrete, Inc., for additional driveway replacement.

6. CalRecycle's Rubberized Pavement Grant Program

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager, or approved designee:

1. To submit applications for the CalRecycle Rubberized Pavement Grant Program and appropriate funding if received; and
2. To execute grant agreements with CalRecycle, amendments thereto, and such other documents necessary to accept any awards of grants.

7. Firefighter Wellness Program Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the City Manager or designee to execute agreements continuing the Regional Firefighter Wellness Program.

8. FY 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Award

RECOMMENDATION:

That the City Council takes the following actions:

1. Authorizes the City Manager, or designee, to accept the FY 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the amount of \$27,733 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriates \$27,733 of the 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant to purchase the SPIDR Tech Integrated Software System for our Communications Center.

9. Time Extension of Tentative Subdivision Map (TSM) 665; 411 Emerald Avenue, Engineering Job No. 3572

RECOMMENDATION:

That the City Council grants a one-year time extension for TSM 665 (411 Emerald Avenue) and sets the new expiration date to October 18, 2020, in accordance with Municipal Code Section 16.12.110.

**PUBLIC COMMENT:**

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

## **WRITTEN COMMUNICATIONS:**

## **PUBLIC HEARINGS:**

## **ADMINISTRATIVE HEARING:**

10. Administrative Hearing - Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery

### **RECOMMENDATION:**

That the City Council conducts the Administrative Hearing; reviews the documents submitted; receives testimony from witnesses who have been identified on each party's list; and determines whether the City Manager's denial of a Special Operations License ("SOL") to operate a Police Department towing business should be upheld or overturned.

## **ADMINISTRATIVE REPORTS:**

11. Code of Ethics and Conduct for Elected and Appointed Officials

### **RECOMMENDATION:**

That the City Council adopts the next Resolution, in order replacing City Council Policies A-23 and A-24 with the "Code of Ethics and Conduct for Elected and Appointed Officials."

12. El Cajon Tobacco Retailer's License Program

### **RECOMMENDATION:**

That the City Council considers modifications to the El Cajon Tobacco Retailer's License Program and provides direction to staff.

13. East County Advanced Water Purification Joint Exercise of Powers Agreement

### **RECOMMENDATION:**

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

1. Approves the East County Advanced Water Purification Joint Exercise of Powers Agreement between City of El Cajon, Padre Dam Municipal Water District, and the County of San Diego (through its San Diego County Sanitation District); and
2. Authorizes the City Manager to Sign the Agreement.

## **COMMISSION REPORTS:**



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

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

- 14. Council Activity Report
- 15. Legislative Report: None

**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.
- 19. **COUNCILMEMBER PHIL ORTIZ**  
East County Economic Development Council; League of California Cities, San Diego Division.

**JOINT COUNCILMEMBER REPORTS:**

- 20. Public Relations Campaign in 2020

**RECOMMENDATION:**

That the City Council directs staff to present a proposal by the December 9, 2019, City Council meeting for a one-year public relations campaign.

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

## **ORDINANCES: FIRST READING**

21. First Readings of Ordinances to Adopt by Reference the 2019 California Building Standards Code (Title 24).

### **RECOMMENDATION:**

That the City Council:

1. Introduces the Ordinances and holds first readings to adopt the 2019 Editions of the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Residential Code, the California Fire Code, the California Green Building Standards Code, the California Historical Building Code, and the California Existing Building Code;
2. Requests the City Clerk to recite the title of each ordinance; and
3. Directs the City Clerk to schedule a public hearing on October 22, 2019.

## **ORDINANCES: SECOND READING AND ADOPTION**

22. Approve Zone Reclassification No. 2327 - Shadow Mountain Residential Subdivision

### **RECOMMENDATION:**

That Mayor Wells requests the City Clerk to recite the title.

An Ordinance Rezoning Property Located on the South and North sides of East Madison Avenue between Greenfield and Granite Hills Drives from the RS-20 (Single-Family Residential, Minimum 20,000 Sq. Ft. Lots) to the RS-14 (Single-Family Residential, Minimum 14, 000 Sq. Ft. Lots); APNS 508-120-18 and 512-130-35; Pending General Plan Designation: Low Low Density Residential (LLR).

23. Amendment of Specific Plan No. 523 - Shadow Mountain Residential Subdivision

### **RECOMMENDATION:**

That Mayor Wells requests the City Clerk to recite the title.

An Ordinance Amending Specific Plan No. 523 to Remove Two Excess Properties Located on the South and North Sides of East Madison Avenue between Greenfield and Granite Hills Drives From the Shadow Mountain Community Church Specific Plan.

## **CLOSED SESSIONS:**

24. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Climate Action Campaign vs. City of El Cajon, et al.  
San Diego Superior Court Case No. 37-2019-00041565-CU-TT-CTL

25. Closed Session - Conference with Real Property Negotiators - pursuant to Government Code Section 54956.8:

Property:

1001 West Bradley, El Cajon, CA

Agency Negotiators:

Executive Director

Assistant Executive Director

General Legal Counsel

Negotiating Parties:

Waste Management

Under negotiation: Price and terms for lease of property.

**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 8th day of October 2019, is adjourned to Tuesday, October 8, 2019, at 7:00 p.m.**



City Council  
Agenda Report

Agenda Item 1.

**DATE:** October 8, 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

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**RECOMMENDATION:**

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the September 24, 2019, Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

09-24-19 Draft Minutes - 3 PM

09-24-19 Draft Minutes - 7 PM

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# 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

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#### September 24, 2019

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 24, 2019, was called to order by Mayor/Chair Bill Wells at 3:03 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### ROLL CALL

Council/Agencymembers present: Kendrick and Ortiz  
Council/Agencymembers absent: McClellan  
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

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.** (The Courts have concluded that sectarian prayer, as part of City Council Meetings, is not permitted under the Constitution).

**POSTINGS:** The City Clerk posted Orders of Adjournment of the September 10, 2019, Meeting and the Agenda of the September 24, 2019, Meetings in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

**PRESENTATIONS:**

Oath of Office: Police Chief Michael Moulton

Presentation: San Diego River Park Foundation

Proclamation: San Diego Metropolitan Transit System - Free Ride Day

Proclamation: German American Month

Proclamation: Fire Prevention Week

**AGENDA CHANGES:**

City Manager Mitchell requested that Item No. 7 be postponed to October 8, 2019, at 3:00 P.M.

**MOTION BY WELLS, SECOND BY GOBLE, to POSTPONE Item No. 7, to October 8, 2019, as requested by the City Manager.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McClellan – Absent).**

**CONSENT ITEMS: (1 – 6)**

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

Approves Minutes of the September 10, 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.

**CONSENT ITEMS: (Continued)**

4. Housing Authority Annual Report for FY 2018-2019
  1. Approves the attached Annual Report; and
  2. Authorizes the Executive Director to transmit it, in a form substantially as presented, to the California Department of Housing and Community Development as required by State law.
  
5. Extension and Modification of New Hire Incentive Pilot Program for Sworn Police Officers

Authorizes the extension and modification of the Police Department's "New Hire Incentive Pilot Program".

**DISCUSSION**

Mayor Wells requested clarification to how the incentive program will affect the city.

Human Resources Director, Marisol Thorn, explained the success of the program in other jurisdictions and the costs to the city as a result of this incentive program. Ms. Thorn advised that despite the recent increase in pay, the program is very much recommended.

6. 2019 Investment Policy Update

Adopts Resolution No. ECHA-29, adopting City of El Cajon Investment Policy and delegating investment authorities to the Director of Finance/Authority Treasurer.

**DISCUSSION**

Mayor Wells requested clarification to the financial portion of the Item.

Finance Director, Clay Schoen, explained the two (2) main components of the process renewal of the investment policy which include the City Council's delegation to the City Manager's designee to invest the city's funds, and to adopt or renew the investment policy, which sets the guideline in which we can invest the money.

**MOTION BY WELLS, SECOND BY KENDRICK, to APPROVE Consent Items 1 to 6.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**PUBLIC COMMENT:**

Elaine Briggs spoke in reference to the stone sign located at the end of the Gillespie Field Runway, which seems abandoned and an eyesore. Ms. Briggs commented on the City's online Report a Concern feature, that it is not compatible with Ipad or smartphone users.

In response to Ms. Briggs concerns, City Manager Mitchell advised that the stone sign is owned by the County. A call will be placed to the County for maintenance.

City Manager Mitchell advised Ms. Briggs that the City is aware of the City's incompatible website feature, and stated that information will be presented to Council for a better application in the near future.

Jim Cirigliano congratulated Chief Moulton on his new role. Mr. Cirigliano spoke in support of appointing a woman to Council, and public transportation issues. He requested that Form 460 and Form 700 be posted on the City's website.

**WRITTEN COMMUNICATIONS:** None

**PUBLIC HEARINGS:** None

**ADMINISTRATIVE HEARING:**

Per action taken under Agenda Changes, this item was postponed to October 8, 2019, at 3:00 P.M.

- 7. Administrative Hearing - Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery

**RECOMMENDATION:**

That the City Council conducts the Administrative Hearing; reviews the documents submitted; receives testimony from witnesses who have been identified on each party's list; and determines whether the City Manager's denial of a Special Operations License ("SOL") to operate a Police Department towing business should be upheld or overturned.

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**ADMINISTRATIVE REPORTS:**

- 8. First Quarter Budget Amendments for Fiscal Year 2019-20

**RECOMMENDATION:**

That the City Council:

- 1. Appropriates carry-over funding of \$2,863,130 from previously approved Capital Improvement Projects, capital outlay requests, and programs, to be expended in Fiscal Year 2019-20;
- 2. Increases or modifies Fiscal Year 2019-20 appropriations in the net amount of \$46,000, for additional needs, as detailed in the report.

**DISCUSSION**

Director of Finance, Clay Schoen, provided a summary of the Item.

Councilmember Goble spoke in support of staff's recommendation to report on the economic development separately.

**MOTION BY KENDRICK, SECOND BY ORTIZ, to APPROPRIATE carry-over funding of \$2,863,130 from previously approved Capital Improvement Projects, capital outlay requests, and programs, to be expended in Fiscal Year 2019-20; and to increase or modify Fiscal Year 2019-20 appropriations in the net amount of \$46,000 for additional needs, as detailed in the report.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McClellan – Absent).**

**COMMISSION REPORTS:** None

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

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

- 9. Council Activities Report/Comments

Report as stated.

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

10. Legislative Update

Assistant City Manager DiMaggio provided information on the following bills:

SB 5: Update on Affordable Housing and Community Development Investment Program.

SB 13: Update on Accessory Dwelling Units.

SB 230: Update on Law enforcement's use of deadly force.

Update provided on an Executive Order signed by Governor Newsom, which involves the investment of PERS funds from fossil fuel type investments.

The City will continue to monitor and provide updates in the future.

Discussion ensued between Council and staff in reference to bills that involve use of deadly force, and how that applies to a Charter City, such as El Cajon.

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

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

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as stated.

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

- 13. 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.

Council Activities Report/Comments.

Report as stated.

- 14. COUNCILMEMBER PHIL ORTIZ  
East County Economic Development Council; League of California Cities, San Diego Division.

Council Activities Report/Comments.

Report as stated.

In addition to the report submitted, Councilmember Ortiz advised that the Governmental Affairs Meeting for the East County Chamber of Commerce on September 24, 2019, had been cancelled.

**JOINT COUNCILMEMBER REPORTS:** None

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

- 15. El Cajon Animal Shelter Donations for August 2019

**RECOMMENDATION:**

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

Madeline Muller & Family	\$100
David Carroll	\$100
Nancy Lewis	\$100
The Jensen & Geraty Family	\$150
<b>Total</b>	<b>\$450</b>

**ORDINANCES: FIRST READING – None**

**ORDINANCES: SECOND READING AND ADOPTION**

16. Amendment of Chapter 2.24 of El Cajon Municipal Code to Eliminate the Veterans' Commission, the Commission on Arts and Culture, and the Human Relations Commission

**RECOMMENDATION:**

That Mayor Wells requests the City Clerk to recite the title.

The City Clerk recited the title of the ordinance for a second reading.

AN ORDINANCE AMENDING CHAPTER 2.24 OF  
TITLE 2 OF THE EL CAJON MUNICIPAL CODE  
TO ELIMINATE THE VETERANS' COMMISSION,  
COMMISSION ON ARTS AND CULTURE, AND  
HUMAN RELATIONS COMMISSION

**MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Ordinance No. 5086, Amending Chapter 2.24 of El Cajon Municipal Code to Eliminate the Veterans' Commission, the Commission on Arts and Culture, and the Human Relations Commission.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**CLOSED SESSIONS:**

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

17. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Climate Action Campaign vs. City of El Cajon, et al.

**MOTION BY WELLS, SECOND BY KENDRICK, to ADJOURN to Closed Session at 4:03 p.m.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**CLOSED SESSIONS: (Continued)**

RECONVENE TO OPEN SESSION AT 4:36 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 24<sup>th</sup> day of September, 2019, at 4:36 p.m., to Tuesday, September 24, 2019, at 7:00 p.m.**

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ANGELA L. CORTEZ, CMC  
City Clerk/Secretary

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# 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

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#### September 24, 2019

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 24, 2019, was called to order by Mayor/Chair Bill Wells at 7:04 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California. This meeting was adjourned from the Adjourned Regular Joint Meeting held at 3:00 p.m., Tuesday, September 24, 2019, by order of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

#### ROLL CALL

Council/Agencymembers present:	Kendrick and Ortiz
Council/Agencymembers absent:	McClellan
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

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.** (The Courts have concluded that sectarian prayer, as part of City Council Meetings, is not permitted under the Constitution).

**AGENDA CHANGES:** None

**PUBLIC COMMENT:** None

**PUBLIC HEARINGS:**

100. Shadow Mountain Residential Subdivision - General Plan Amendment No. 2017-03, Zone Reclassification No. 2327, Amendment of Specific Plan No. 523, and Tentative Subdivision Map No. 670.

**RECOMMENDATION:**

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to ADOPT the next resolution, in order, APPROVING the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;
4. Moves to ADOPT the next resolution, in order, APPROVING General Plan Amendment No. 2017-03;
5. Moves to INTRODUCE the next ORDINANCE, in order, approving Zone Reclassification No. 2327;
6. Moves to INTRODUCE the next ORDINANCE, in order, approving the amendment to Specific Plan No. 523; and
7. Moves to ADOPT the next resolution, in order, APPROVING Tentative Subdivision Map No. 670.

**DISCUSSION**

Director of Community Development, Anthony Shute, introduced Melissa Devine, Senior Planner, who provided detailed information on the proposed project.

Mayor Wells opened the public hearing.

Bryan Snow, Executive Pastor of Shadow Mountain Church, spoke of maximizing value for the church and creating a prosperous neighborhood for existing and future residents.

Joel Waymire, Civil Engineer for Polaris Development Consultants, provided details on the project, and an update on street widening to Madison Avenue.

Angela Avitti, Brookhurst Country Estates resident, spoke against the proposed development.

Karl Kahleck, Granite Hills resident, spoke against the proposed development.

**PUBLIC HEARINGS: (Continued)**

Maureen Shinn, spoke against the proposed development.

Al Meier, resident of the Brookhurst Estates, shared ideas to compromise with the developer.

Michael Mitchell, Brookhurst Drive resident, spoke in support of the proposed project.

*Recess called at 8:29 p.m.  
Meeting called back to order at 8:33 p.m.*

Al Masters, Brookhurst Drive resident, spoke against the property.

Wes Warren, Brookhurst resident, spoke in support of the property if developer would consider building a wall.

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

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McClellan – Absent).**

**MOTION BY GOBLE, SECOND BY WELLS, to RE-OPEN the Public Hearing.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McClellan – Absent).**

In response to a question by Mayor Wells in reference to building 1 (one) story homes, Pastor Snow advised that they would consider building 1 story homes on the south side where the view and privacy issue would be a concern.

Discussion ensued among Council and Mr. Snow concerning the following:

- Compromising with the home owners of Brookhurst Estates; and
- Create a visual blockage with foliage instead of concrete for privacy concerns.

In response to Wes Warren’s question regarding the height of the wall on the parking lot (west) side, Director of Community Development, Anthony Shute, advised the height would be six (6) feet tall.

Michael Mitchell spoke about reversing the building plans to create alternate egress for the property.



**PUBLIC HEARINGS: (Continued)**

In response to Mr. Mitchell’s concern, Mr. Waymire, advised of the legal access on Madison. He also explained why two lanes on the street offset each other and provided a summary of a traffic study, which was found to have no significant impact on the roadways and intersections analyzed.

Steven Salazar, resident of the east side of the proposed new road, spoke about water runoff into his property. Mr. Salazar spoke about concerns related to drainage and flooding once the wall is placed.

In response to Mr. Salazar’s concern, Mr. Waymire advised that the runoff is designed to run to the wall and into the brow ditch.

In a response to Council’s flood concern, Mr. Waymire advised that the Home Owners Association (HOA) will maintain the ditch to prevent flooding. In addition, a fail-safe system has been integrated for heavy storm weather.

Clarification was made regarding an inactive versus an actively organized HOA for Mr. Al Masers.

**MOTION BY WELLS, SECOND BY ORTIZ to CLOSE the Public Hearing.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**MOTION BY GOBLE, SECOND BY KENDRICK, to RE-OPEN the Public Hearing.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

In response to Mayor Wells’ question, Mr. Snow responded that he would agree to a 1 (one) story development on the south side.

Kathleen Law, resident of the Brookhurst Estates requested clarification from Pastor Snow’s project regarding the number of stories and density.

Mayor Wells responded that the developer is in agreement to build 1 story properties to address privacy concerns; however, the number of proposed homes will not be reduced.

**MOTION BY WELLS, SECOND BY ORTIZ to CLOSE the Public Hearing.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**PUBLIC HEARINGS: (Continued)**

Discussion ensued among Council and staff concerning the following:

- Confirmation of developing only 1 story homes on the south side;
- Praise for working together to create compromises; and
- Landscape designs to address privacy and aesthetic concerns.

**MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Resolution No. 090-19, Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Shadow Mountain Subdivision.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**MOTION BY GOBLE, SECOND BY ORTIZ, to ADOPT Resolution No. 091-09, APPROVING General Plan Amendment No. 2017-03.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**MOTION BY GOBLE, SECOND BY ORTIZ, to INTRODUCE the next ORDINANCE, in order, approving Zone Reclassification No. 2327.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

The City Clerk recited the title of the Ordinance.

AN ORDINANCE REZONING PROPERTY LOCATED ON THE SOUTH AND NORTH SIDES OF EAST MADISON AVENUE BETWEEN GREENFIELD AND GRANITE HILLS DRIVES FROM THE RS-20 (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE FEET LOTS) TO THE RS-14 (SINGLE-FAMILY RESIDENTIAL, MINIMUM 14,000 SQUARE FEET LOTS); APNS 508-120-18 AND 512-130-35; PENDING GENERAL PLAN DESIGNATION: LOW LOW DENSITY RESIDENTIAL (LLR)

**MOTION BY GOBLE, SECOND BY KENDRICK, to INTRODUCE the next ORDINANCE, in order, approving the amendment to Specific Plan No. 523.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT  
(McClellan – Absent).**

**PUBLIC HEARINGS: (Continued)**

The City Clerk recited the title of the Ordinance.

AN ORDINANCE AMENDING SPECIFIC PLAN NO 523 TO REMOVE TWO EXCESS PROPERTIES LOCATED ON THE SOUTH AND NORTH SIDES OF EAST MADISON AVENUE BETWEEN GREENFIELD AND GRANITE HILLS DRIVES FROM THE SHADOW MOUNTAIN COMMUNITY CHURCH SPECIFIC PLAN

**MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Resolution No. 092-19, APPROVING General Plan Amendment No. 2017-03, the Tentative Subdivision Map limiting lots 1-10 to one (1) story and to ensure effective screening that enhances landscaping with additional trees to be maintained by the Home Owners Association.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McClellan – Absent).**

**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 24<sup>th</sup> day of September, 2019, at 9:11 p.m., to Tuesday, October 8, 2019, at 3:00 p.m.**

DRAFT

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ANGELA L. CORTEZ, CMC  
City Clerk/Secretary



## City Council Agenda Report

Agenda Item 4.

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Cortez, City Clerk  
**SUBJECT:** 2020 Calendar of Meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency

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### RECOMMENDATION:

That the City Council reviews the proposed 2020 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

### BACKGROUND:

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

The League of California Cities Annual Conference is scheduled for October 7 through October 9, 2020 in Long Beach, CA.

### 2020 Holidays and Observances

January 1	New Year's Day
January 20	Martin Luther King Day
February 17	Presidents' Day
May 25	Memorial Day
July 4	Independence Day
September 7	Labor Day
November 11	Veterans' Day
November 26 & 27	Thanksgiving Observance
December 24 & 25	Christmas Eve and Christmas Day
December 31	New Year's Eve

**FISCAL IMPACT:**

There is no fiscal impact associated with this recommendation.

Prepared By: Angela Cortez, City Clerk

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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**Attachments**

2020 CC Calendar

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# Proposed City Council Meeting Schedule

January 2020 - December 2020

January 2020 <span style="float: right;">1</span>						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020 <span style="float: right;">2</span>						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020 <span style="float: right;">3</span>						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020 <span style="float: right;">4</span>						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020 <span style="float: right;">5</span>						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020 <span style="float: right;">6</span>						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020 <span style="float: right;">7</span>						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020 <span style="float: right;">8</span>						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020 <span style="float: right;">9</span>						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020 <span style="float: right;">10</span>						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020 <span style="float: right;">11</span>						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020 <span style="float: right;">12</span>						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City Council  
(619) 441-1763

City Hall Closed

Holidays

League of CA Cities Conference  
Oct 7-9, Long Beach CA



City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Fire Station 9 Driveway Contract Change Order

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**RECOMMENDATION:**

That the City Council approves Contract Change Order No. 1 for the Fire Station 9 Driveway project, PS0061, Bid No. 005-20, in the amount of \$27,390 to Portillo Concrete, Inc., for additional driveway replacement.

**BACKGROUND:**

This change order is to increase the quantity of concrete replacement at Fire Station 9. The City received lower bid prices, allowing the project to be completed for less money than estimated. Additional work at Fire Station 9 can be completed utilizing the remaining project budget. This work consists of approximately 800 square feet of driveway replacement.

The proposed increase to the Fire Station 9 Driveway contract will exceed 25 percent of the original contract amount of \$66,310. Council Policy B-4, "Contract Change Orders" requires approval by the City Council if the proposed contract increase exceeds the 25 percent threshold.

**FISCAL IMPACT:**

Increase the Fire Station 9 Driveway contract, PS0061, Bid No. 005-20, by \$27,390.00. Sufficient funds are available in the current project budget, activity 502900-PS0061-9065, for this Contract Change Order. Proposition "O" funding is dedicated for public safety infrastructure improvements.

Prepared By: Dirk Epperson, Director of Public Works  
Reviewed By: Vince DiMaggio, Assistant City Manager  
Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** CalRecycle's Rubberized Pavement Grant Program

---

**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, authorizing the City Manager, or approved designee:

- 1. To submit applications for the CalRecycle Rubberized Pavement Grant Program and appropriate funding if received; and
- 2. To execute grant agreements with CalRecycle, amendments thereto, and such other documents necessary to accept any awards of grants.

**BACKGROUND:**

The Department of Resources, Recycling and Recovery (CalRecycle) administers a program to provide opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products. The purpose of the grant is to promote markets for rubberized pavement with crumb rubber derived from only California generated waste tires. The program is designed to encourage first-time or limited users of rubberized pavement in two project types: Rubberized Asphalt Concrete Hot-Mix Paving and Rubberized Chip Seal Resurfacing.

**FISCAL IMPACT:**

While there is no fiscal impact associated with submitting an application for the subject CalRecycle Grant, acceptance of the grant, if awarded, will result in a fiscal impact as follows. No general fund money will be utilized.

Grant Application	Requested Grant Amount	Funding Match Budgeted by City	Funding Source
CalRecycle Rubberized Pavement Grant Program	\$350,000	\$2,500,000	Local, TransNet, RMRA (SB-1)



REPORT:

For more than a decade, the City's Public Works Department has successfully utilized asphalt paving products derived from rubber tires on projects around the City. The rubberized asphalt products have demonstrated enhanced durability, noise reduction, crack resistance, and better longevity with respect to traditional asphalt. With these said benefits, the rubberized products have shown to be a good fit for city streets.

The City intends to submit a grant application for the CalRecycle Rubberized Pavement Grant Program. If awarded, the grant funding would compliment the City's fully-funded, multi-year street paving program that addresses paving needs city-wide. The grant program is designed to offset the cost of rubberized asphalt to be more in line with traditional asphalt costs. City Staff will be applying for the maximum allowable grant fund request.

Prepared By: Dirk Epperson, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

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RESOLUTION NO. \_\_\_-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON  
AUTHORIZING THE FILING OF AN APPLICATION FOR THE  
CALRECYCLE RUBBERIZED PAVEMENT GRANT PROGRAM  
AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery ("CalRecycle") to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and; and

WHEREAS, CalRecycle administers a program that provides opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products, with the purpose of the grant to promote markets for rubberized pavement with crumb rubber derived from only California generated waste tires; and

WHEREAS, for more than a decade, the City of El Cajon (the "City"), through its Public Works Department, has successfully utilized asphalt paving products derived from rubber tires on projects around the City, and the rubberized asphalt products have demonstrated enhanced durability, noise reduction, crack resistance, and better longevity with respect to traditional asphalt; and

WHEREAS, the program is designed to encourage first-time or limited users of rubberized pavement in two project types: Rubberized Asphalt Concrete Hot-Mix Paving and Rubberized Chip Seal Resurfacing; and

WHEREAS, the City intends to submit a grant application for the CalRecycle Rubberized Pavement Grant Program, and if awarded, the grant funding would complement the City's fully-funded, multi-year street paving program that addresses paving needs city-wide (the "Project"); and

WHEREAS, the grant program is designed to offset the cost of rubberized asphalt to be more in line with traditional asphalt costs, and City staff will apply for the maximum allowable grant fund request; and

WHEREAS, the City wishes to receive Grant Funds from CalRecycle; and

WHEREAS, the City understands that in order to be eligible to receive Grant Funds from CalRecycle, the funds may only be used for activities related to recycling programs, litter reduction, and public education and support for recycling programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cajon as follows:

1. The City Manager is authorized to apply for CalRecycle Rubberized Pavement Grant Recycling Grant funds in the amount of \$350,000.00 from the State of California Department of Resources Recycling and Recovery.

2. Upon the award of Grant Funds the City Manager is authorized to appropriate local TransNet RMRA (SB-1) funds in the amount of \$2,500,000.00 for the Project, if necessary.

3. The City Council hereby authorizes staff to accept such Grant Funds awarded, and further authorizes the City Manager, or such person designated by the City Manager, to execute the grant agreement, and any amendments thereto, and such other documents necessary to accept the Grant Funds, in such form approved by the City Manager, as approved by the City Attorney, and complete the Project.

4. The City Council hereby commits to using the Grant Funds for activities related to recycling programs, litter reduction, and public education and support for recycling programs.

5. The authorizations set forth herein are effective for fiscal year 2019-2020.

10/08/19 CC Meeting

CalRecycle Rubberized Pavement Grant Program 100119

## Individual Applicant – All CalRecycle Grants

### RESOLUTION OF THE (NAME OF THE GOVERNING BODY) AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH (NAME OF APPLICANT) IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the (**Title of Governing Body**) authorizes the submittal of application(s) to CalRecycle for (choose one of the following options) 1) (names(s) of specific grants) **or** 2) all grants for which (**Name of Applicant**) is eligible. [Note: this provision is either/or; do not include both options]; and

BE IT FURTHER RESOLVED that the (**Job Title or Titles**), or **his/her designee** is hereby authorized and empowered to execute in the name of the (**Name of Applicant**) all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for (*choose one of the following options*) 1) five (5) years from the date of adoption of this resolution **or** 2) for a period less than five years (**insert Time Period: from Month, Day, and Year through Month, Day, and Year**). [Note: this provision is either/or, do not include both options].



City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Steve Swaney, Fire Chief  
**SUBJECT:** Firefighter Wellness Program Services

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**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, to authorize the City Manager or designee to execute agreements continuing the Regional Firefighter Wellness Program.

**BACKGROUND:**

In July 2018, the Heartland Fire and Rescue cities (El Cajon, La Mesa, and Lemon Grove) joined together for the San Diego Regional Firefighter's Wellness Program through the 2017 Assistance to Firefighters Grant. This was a one-year grant program awarded under the condition of continuing the wellness program beyond the grant period. The El Cajon Fire Department would like to continue the Wellness Program, with San Diego Sports Medicine, into fiscal year 2019/2020 and continuing through the program contract period(s).

In fiscal year 2019/2020, the department budgeted \$67,200 for this program. These funds will be used for fire suppression personnel to have an annual medical evaluation and fitness exam. These annual exams include: mental health screenings, nutrition education, ergonomic studies, blood work (including cancer screenings), strength/stamina testing, and our annually mandated hearing, and pulmonary function testing. The annual wellness program evaluations replace the former processes of medical testing and include more than previously done before.

The Fire Department requests approval for using San Diego Sports Medicine as a sole source vendor as they are the only local organization for this program and they are also a part of the San Diego Firefighters Regional Wellness Program which is in compliance with the International Association of Fire Fighters (IAFF) and International Association of Fire Chiefs (IAFC) Health and Wellness guidelines. A majority of local fire agencies utilize San Diego Sports Medicine for such services, including Alpine Fire Protection District, Bonita-Sunnyside Fire Protection District, City of Coronado, City of National City, Rancho Santa Fe, Viejas Fire, City of Imperial Beach, San Miguel Fire Protection District, and City of San Diego. As a result, data are compiled regionally and provide an excellent resource to track trends of suppression personnel for early disease detection. This long-term data has the potential to prevent line of duty illnesses and deaths and also reduce the number of on the job injuries and illnesses.

FISCAL IMPACT:

El Cajon funds are allocated for FY19/20 in the amount of \$67,200. These funds will be used for the Regional Firefighter's Wellness Program as indicated above.

Prepared By: Barbara Watkins, Management Analyst

Reviewed By: Steve Swaney, Fire Chief

Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

Agreement

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RESOLUTION NO. \_\_-19

RESOLUTION OF THE CITY OF EL CAJON  
APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AGREEMENT FOR WELLNESS PROGRAM SERVICES  
WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER

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

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

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

WHEREAS, the City of El Cajon (the "City") desires to continue the Program for the benefit of its fire suppression personnel; and

WHEREAS, the City and San Diego Sports Medicine & Family Health (the "Corporation") desire to enter into an agreement to provide Program services by the Corporation through June 30, 2020, with options to renew for three (3) one-year renewal terms (the "Agreement").

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

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

Section 2. The City Council hereby approves the execution of that certain Agreement for Wellness Program Services for the City of El Cajon Fire Department and the Corporation, substantially in the form as presented to the City Council at this meeting.

Section 3. The City Council hereby authorizes the City Manager, or designee, to execute the Agreement on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or designee, and to take all actions and to execute all documents, attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement. The City Manager is further authorized to execute any amendments to the Agreement to extend the term of the Agreement for not more than three (3) additional one-year term beginning July 1, 2020.

**AGREEMENT FOR WELLNESS PROGRAM SERVICES  
FOR CITY OF EL CAJON FIRE DEPARTMENT**

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**THIS AGREEMENT** is made and entered into of the date set forth below, by and between the City of El Cajon, a California general law city and municipal corporation (the “City”), and San Diego Sports Medicine & Family Health Center, a California Corporation (the “Corporation”), with reference to the following facts:

**RECITALS**

WHEREAS, the City will participate in the San Diego Firefighters Regional Wellness Program (the “Program”), which is in compliance with the International Association of Fire Fighters (“IAFF”) and the International Association of Fire Chiefs (“IAFC”) Health and Wellness Initiative guidelines; and

WHEREAS, the City has determined the Corporation has the expertise, experience, qualifications and personnel necessary to provide Program services required by the City and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>) (the “Wellness Initiative”); and

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

WHEREAS, the City finds that the performance of this Agreement is in the best interests of the El Cajon Fire Department, that the undertaking will benefit the public; and

WHEREAS, the City desires to enter into a contractual relationship which makes the Corporation the health provider agency for the Program.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

**1. Compensation.**

**1.1.** The City and the Corporation agree to pay and bill respectively in accordance with the rates, fees and restrictions set forth in Sections 1.2, 4.1, 4.2.9, 4.3, and 4.4 of this Agreement.

**1.2.** The Corporation shall provide an invoice to El Cajon Fire Department for services rendered during a calendar month by the 10th day of the next month. The City will pay the undisputed charges in the invoice within 30 days after receiving the invoice. Services will be itemized, and presented in the following categories:

**1.2.1.** Clinical services



1.2.2. Consultation services

1.2.3. Lecture and workshop services

**2. Term.**

**2.1. Term.** The term of this Agreement shall end June 30, 2020.

**2.2. Options to Renew.** The City is granted the option to renew the terms of this Agreement. The City must notify the Corporation of its intent to renew no later than 60 calendar days prior to the termination date of the Agreement. The City shall have the option to extend this agreement for three (3) one (1) year periods under the same initial terms herein, except the rates in "Exhibit A Pricing" will increase at the lesser of the annual rate escalator of 5%, or the rate outlined in the National Health Expenditure Table for the most recent published year (Currently, *Table 3 National Health Expenditures; Aggregate and per Capita Amounts, Percent Distribution and Annual Percent Change by Source of Funds: Calendar Years 2011-2027, as published by Centers for Medicare & Medicaid Services (CMS.gov)*). The revised escalating rates will become effective on the first day of the each renewal contract period.

**2.3. Notice of Desire to Renew.** Notice in writing of the desire to renew shall be provided to the Corporation. Such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager  
San Diego Sports Medicine & Family Health Center  
6699 Alvarado Road, Suite 2101  
San Diego, CA 92120

**3. El Cajon Fire Department Obligations for Administration of Agreement.** The Chief of the El Cajon Fire Department or such person designated by the Chief of the El Cajon Fire Department shall administer this Agreement on behalf of the City.

**4. Corporation Obligations.**

**4.1. Program Services.** The Corporation agrees to provide services rendered at the location identified in Section 4.2 below, to the El Cajon Fire Department employees participating in the Program ("FD Employees"), at the cost and for the services identified in Section 4.3. The Corporation agrees to perform and/or coordinate all services identified in the Fire Service Joint Management Wellness-Fitness Initiative. The five components of the Program are: Medical; Fitness; Injury Prevention and Rehabilitation; Behavioral Health; and Data Collection. The Corporation agrees to provide the services and/or collection of information in addition to those services set forth in Appendix A of the Fire Service Joint Management Wellness-Fitness Initiative (viewable at: <http://www.iaff.org/library/pdfs/HS/WFI%203rd%20Edition%20Low%20Resolution.pdf>) set forth in this Section 4.1 (the Services").

**4.1.1. Prior to Medical Evaluation.** The Corporation agrees to provide all the necessary forms, reports, and documentation for the requested information listed below:

- Health history/Lifestyle questionnaire.
- Health risk assessment.
- Exercise risk assessment.
- Participant information.
- HIPAA information and acknowledgment.
- Arbitration agreement.
- Explanation of testing procedures.
- Instructions for participation.
- Laboratory requisition (participant will have labs drawn at least one week prior to evaluation).
- Respiratory fit clearance form.
- Directions to facilities.

The Corporation will coordinate and provide staff to have blood drawn for lab analysis at designated fire stations at least one week prior to the participant's wellness evaluation. The cost of this mobile service is included in the package price for the Medical Fitness Evaluations listed in section 4.3.

**4.1.2. Medical Evaluation.** Each participant will receive the following evaluations and follow up at the Corporation's Wellness Center located at 6699 Alvarado Road, Suite 2101, San Diego, California 92120 and as further described in Section 4.2 ("Wellness Center"):

- Vitals: height, weight, blood pressure, pulse, temperature, and respirations.
- Complete hands-on physical examination by a Physician or Physician's Assistant (PA).
- Blood profile including a CBC, chemistry panel, lipid panel, and TSH.
- Chest x-ray every three years.
- Pulmonary Function Test, including lung volume and flow rate.
- 12 lead EKG.
- Lifestyle Questionnaire and Nutritional Risk Assessment.
- Hearing and Vision screening.
- Cancer screening, as appropriate, at an additional cost, including PSA, Hemocult, Pap Smear, Mammogram, CA-125.
- DOT/DMV physical form.

**4.1.3. Fitness Evaluation:**

- Maximal/Sub-Maximal (age determined) Exercise Test monitored by a 12 lead EKG.
- Body Composition.
- Plank test.
- Push-up Evaluation of Upper Body Strength and Endurance.
- Functional Movement Screening/Y Balance test or other appropriate Functional Movement Screen.
- Flexibility evaluation.

- Vertical Jump test.

**4.1.4. Schedule for Medical and Fitness Evaluations.** For each individual participating in the Program the following approximate times will be spent at each station:

- 45-60 minutes with Physician: physical exam, review labs, and other test results.
- 45-60 minutes with Exercise Physiologist: treadmill test, exercise consult, nutrition consult.
- 45 minutes with Strength and Conditioning Personnel: strength, flexibility, body composition.
- 45 minutes with Medical Assistant: vitals, vision, blood draw, hearing, pulmonary function, chest x-ray, review history and immunizations.

**4.1.5. Follow-up consultation with Physician at time of initial appointment.**

- Follow-up on findings from annual examinations will be reviewed by the physician at time of evaluation.
- Abnormal findings on the annual physical will be addressed with specific recommendations to control or remedy the abnormality, and with recommendations for follow up or referral.
- Referrals will be made as appropriate for non-service connected issues, using the participant's Primary Care Provider

**4.1.6. Personalized feedback from Exercise Physiologist and Athletic Trainer/Peer Fitness Trainer:**

- Individual's level of fitness.
- Level of improvement since past assessments.
- Realistic evaluation of the individual's physical capacity to safely perform assigned jobs.
- Suggested exercise program.
- Comprehensive wellness/fitness program recommendations.
- Firefighter Physical Performance Standard Score.
- Physical Fitness Age Assessment.

**4.1.7. Personalized written Health and Wellness Report.** Each participant will receive an individual packet of the medical and fitness evaluation that outlines his or her results. The report will outline recommendations for each individual to improve and maintain fitness, as well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

**4.1.8. Reporting and Recommendations.** The Corporation agrees to incorporate the current criteria used in Respiratory Fitness Clearance and Department of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Program to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

**4.1.9. Data Collection.** The Corporation will provide scientific and technical support related to data collection and analysis. Data shall be collected and stored on the electronic database designed by the Corporation specifically for the Services to be performed under this Agreement. Data Collection services shall include the following:

**4.1.9.1.** Storage of past, current and future data on a secure server. Data shall be backed up weekly and kept at a remote location.

**4.1.9.2.** Analysis of data for errors, omissions, and outliers. Statistical analysis shall be performed to summarize the demographic medical fitness outcomes on each individual as well as the group as a whole.

**4.1.9.3.** Development of an annual report which shall be presented to Senior Staff of the El Cajon Fire Department.

**4.1.9.4.** Development of new strategies for data collection and reporting.

**4.1.9.5.** Evaluating and analyzing data for individual and group disease management.

**4.1.9.6.** Integrating data with other fire departments in a confidential manner in compliance with all federal and state law.

## **4.2. Corporation Program Facilities.**

**4.2.1. Wellness Program Locations.** The Corporation agrees to provide Program services to FD Employees at the following location:

SAN DIEGO FIREFIGHTERS REGIONAL WELLNESS CENTER  
*(Hosted by San Diego Sports Medicine and Family Health Center)*  
6699 Alvarado Road, Suite 2101  
San Diego, CA 92120

**4.2.2. Staffing and Hours of Operation.** The Corporation shall maintain a medical facility staffed by licensed physicians and technicians during business hours. The Corporation shall commit to the days and hours of operation to comply with the goals of the Program and the Wellness Initiative.

**4.2.3. Priority Appointments.** The Corporation shall maintain a licensed physician or PA available to examine and treat FD Employees who have arrived for their appointment.

**4.2.4. Medical Specialists.** The Corporation shall have “on call” medical specialists to examine patients either at the facilities listed above or at the specialist's office, for medical emergencies and follow-up care.

**4.2.5. Medical Consultants.** The Corporation shall maintain a list of medical specialty consultants for referral to FD Employees.

**4.2.6. Other Medical Services.** The Corporation shall provide radiological facilities on-site at the Wellness Center to facilitate comprehensive examinations.

**4.2.7. Weekend and Evenings.** The Wellness Center will not operate on weekends or evenings.

**4.2.8. Canceled/Delayed Appointments.** The El Cajon Fire Department is engaged in “All-Risk” emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointment at the Wellness Center. All efforts will be made to provide personnel that are ready for their Wellness Center evaluation. The days of operation and the number of personnel to receive the services will be determined based on an annual schedule and the need of the El Cajon Fire Department and will be in consultation with the Wellness Officer.

**4.2.9. Vacancy Fee.** Despite the best efforts of the El Cajon Fire Department and/or appointed personnel assisting in scheduling wellness activities, it may sometimes occur that scheduled FD employees are NOT present for evaluation (a “no-show”). The El Cajon Fire Department will pay a vacancy fee of \$300.00 for any no-show after two no-shows in any calendar month applicable only to days of operation without 72 hours prior notice of cancellation. The Wellness Officer will regulate the incidents of no-shows. The City will be responsible for any payment necessary resulting from three consecutive no-shows as identified in this Section.

**4.3. Pricing.** See Exhibit A attached hereto for pricing of each comprehensive firefighter wellness exam and associated services.

**4.4. Pre-paid Fees for Services.** Any pre-paid fees for service will be reimbursed to the City within 10 days of dissolution of this Agreement

**4.5. Prescriptions.** It is not the intention of this Agreement that the Corporation shall dispense medications during the scope of the Program. If the consulting physician identifies a need to prescribe a medication, he or she can provide a prescription at no additional cost, until the participant can follow-up with his or her own physician, or make a referral to the employee’s own physician. El Cajon Fire Department shall not reimburse either the employee or the Corporation for prescription or non-prescription medications.

**4.6. Vision and Audiometric Examinations.** The Corporation agrees to provide vision and audiometric examinations to FD Employees as referenced by guidelines published by the California Department of Motor Vehicles.

**4.7. Respiratory Examinations.** The Corporation agrees to provide respiratory examinations to FD Employees as referenced by guidelines published by the Occupational Safety and Health Administration.

**4.8. Performance Standards.** It is the intent of the Corporation and the City to provide quality medical care and other wellness services for FD Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, the Corporation and the City each agree to use their best efforts to develop means and standards for measuring the performance of FD employees under the Agreement, including, but not limited to the following:

**4.8.1.** Measurement of key performance indicators, including workers' compensation savings, vital signs, cholesterol levels, and subjective surveys of FD Employee's satisfaction.

**4.8.2.** Comparison of these indicators with other fire departments as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

**4.8.3.** Comparison of these indicators with other fire departments as available through the San Diego County Fire Chief's Association (to be determined).

**4.8.4.** Other relevant factors to be established by the Corporation and the El Cajon Fire Department.

**4.9. Corporation Representative.** The Corporation hereby designates Richard Parker, D.O., FAOASM, to represent the Corporation in all matters pertaining to this Agreement.

## **5. Administrative Services.**

**5.1. Periodic Meetings.** Subject to any state and federal privacy laws, the Corporation agrees to meet with the El Cajon Fire Department's staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Program.

**5.2. Work-Related Injuries: Initial Medical Reporting.** While it is not the intent of the Program to diagnose or otherwise treat any suspected work-related injuries, in the course of a wellness/fitness evaluation a suspected work-related injury or illness may be discovered. The Corporation shall refer all FD Employees, with a suspected work-related injury or illness, to the fire department for coordination of medical care, unless a life-threatening medical emergency exists that requires medical treatment. The Corporation will direct the FD Employee to follow all City procedures for reporting a work-related injury or illness. Following any emergency medical treatment, the Corporation shall report the treatment to the City's fire department for the purposes of follow-up medical treatment. In the case of emergency medical treatment, the Corporation shall provide the City's fire department with a Doctor's First Report of Work Injury or Illness (Form 5020) within two days of initial treatment and all billing. The Corporation is not authorized to determine causation of any suspected work-related injury or illness.

**5.3. Work-Related Injuries: Medical Reports and Billings.** The Corporation shall use those reports, billings and associated forms in a format approved by the City for any and all work related injuries reported.

**5.4. Maintenance of Medical Reports.** The Corporation shall accurately maintain, store and retrieve employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

**5.5. Confidentiality.** The Corporation shall ensure security of the medical records for all FD Employees participating in the Program and shall ensure compliance with all State and Federal Privacy Laws. At no time shall the Corporation release confidential medical records to the City without written authorization from the FD Employee.

**5.6. Testimony.** The Corporation shall, upon reasonable notice, submit to depositions and testify at court if requested by the City at the contracted physician consulting rate in Section 4.3.

**5.7. Return-to-Work Consulting.** The Corporation shall provide consulting services by working with City staff on returning injured employees, when appropriate, to modified duty at the contracted physician consulting rate in Section 4.3.

**5.8. Special Treatment Consulting.** The Corporation shall provide recommendations to FD Employees participating in the Program regarding surgical options, special medical treatments, or other special medical procedures identified during the wellness exam as requiring such treatment or services at the contracted physician consulting rate in Section 4.3.

**5.9. Authorization for Patient Referral.** The Corporation shall insure that the FD Employee is instructed that any referral made to a specialist or hospital will NOT be reimbursed by the Program unless authorized by both the medical director of the Corporation and the City.

## **6. Indemnification and Hold Harmless.**

**6.1.** The Corporation agrees to defend, indemnify, protect and hold the City of El Cajon and its elected and appointed officials, officers, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to FD Employees, agents or officers, to the extent they arise from or are connected with or are caused or claimed to be caused by the negligence or willful misconduct of the Corporation and its employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that the Corporation's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the City of El Cajon and its elected and appointed officials, officers, agents, or employees. This shall not prejudice the rights of the City of El Cajon to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the City. If the City of El Cajon chooses, at its individual election, to obtain independent legal counsel in defense of any claim against them, related to the performance by the Corporation under this Agreement, then the City of El Cajon agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the Corporation shall not be obligated to pay attorney's fees at an

hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. The Corporation's obligations under this section shall be reduced dollar for dollar by any amounts the City is awarded in such action for attorney's fees and costs.

**6.2.** The City agrees to defend, indemnify, protect and hold the Corporation and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Corporation employees, agents or officers, to the extent they arise from or are connected with or are caused or claimed to be caused by the sole negligence or sole willful misconduct of the City and its agents, officers or employees in performing the work or services or supplying the materials or equipment under this Agreement, and all expenses, of investigating and defending against same; provided, however, that a City's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the Corporation, its employees, agents and officers. This shall not prejudice the right of the Corporation to appear in such suit, participate in the defense, and take such actions as may be necessary to protect the interests of the Corporation. If the Corporation chooses, at its own election, to obtain independent legal counsel in defense of any claim against the Corporation, related to the performance of the City under this Agreement, then the City agrees to pay the reasonable value of attorney's fees and costs for such independent legal counsel, however, the City shall not be obligated to pay attorney's fees at an hourly rate greater than the hourly rate charged by its defense attorneys in the same matter. The City's obligations under this section shall be reduced dollar for dollar by any amounts the Corporation is awarded in such action for attorney's fees and costs.

**7. Termination.** This Agreement may be terminated for any reason by either party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Section 6 shall survive such termination, for a period of one year.

**8. Notice.** Notice under this provision shall be communicated in writing, in person or by certified mail, return receipt requested, as follows:

If to the Corporation: Richard Parker, D.O., FAOASM  
San Diego Sports Medicine & Family Health Center  
6699 Alvarado Road, Suite 2101  
San Diego, CA 92120

If to El Cajon Fire Department: Fire Chief or  
Administrative Chief  
100 East Lexington Ave.  
El Cajon, CA 92020

**9. Equal Opportunity.** The Corporation shall comply with El Cajon Equal Opportunity Program.

**10. Drug-Free Workplace.** Upon execution of this Agreement and all subsequent extensions, the Corporation agrees to comply with any requirements set forth in the City's policy regarding drug-free workplace.



**11. Americans with Disabilities Act Statement.** The Corporation shall be responsible for complying with the 1990 Americans with Disabilities Act (“ADA”). (For specific services and public accommodations under the ADA, the Corporation may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

**12. Integration.** This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party’s successor in interest.

**13. Compliance with Controlling Law.** The Corporation shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Corporation shall comply within a reasonable time after receiving written notice by the City with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**14. Jurisdiction and Venue.** The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The Corporation hereby waives any right to remove any such action from San Diego County that is otherwise allowed by California Code of Civil Procedure section 394.

**15. No Waiver.** No failure of either the Corporation or the City to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**16. Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**17. Drafting Ambiguities.** The Parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.

**18. Signatures-Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed on the date and year last below written by the City, acting by and through its City Manager, and by the Corporation, acting by and through its Medical Director of the Fire Wellness program.

**SAN DIEGO SPORTS MEDICINE AND FAMILY HEALTH CENTER**

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

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

Richard Parker, D.O., F.A.O.A.S.M.  
Medical Director of SDFFRWP

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

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

Lee Ralph, M.D.  
Chief Financial Officer

**CITY OF EL CAJON, CALIFORNIA**

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

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

Graham Mitchell, City Manager

ATTEST:

\_\_\_\_\_

Angela Cortez, CMC, City Clerk

Approved as to Form:

\_\_\_\_\_

Morgan L. Foley, City Attorney

# **EXHIBIT “A” PRICING**

## **Medical Fitness Evaluation**

### **Detailed Description:**

#### Medical Evaluation

1. Vitals – height, weight, BP, HR
2. Vision – Snellen chart
3. Audiometry
4. Pulmonary function test
5. Labs: CBC, Chemistry panel, TSH, Lipid panel
6. Physical Exam

#### Fitness Examination

1. Body Composition – skinfolds
2. Resting EKG
3. Maximal Exercise EKG on bike or TM
4. Functional Fitness exam
5. Flexibility – sit reach test
6. Strength
  - a. Push-ups
  - b. Plank test – abnormal
  - c. Vertical jump – lower extremity, power
7. Nutritional assessment

\*DMV Included

\$1200.00 per Medical Fitness Exam

**56 exams at \$1200.00**

**Total \$67,200.00**



City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mike Moulton, Chief of Police  
**SUBJECT:** FY 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Award

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**RECOMMENDATION:**

That the City Council takes the following actions:

1. Authorizes the City Manager, or designee, to accept the FY 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the amount of \$27,733 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriates \$27,733 of the 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant to purchase the SPIDR Tech Integrated Software System for our Communications Center.

**BACKGROUND:**

This is the 15th year that the City of El Cajon Police Department has participated in the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG grant is awarded to state and local government agencies to support a broad range of criminal justice-related activities. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies and information systems for criminal justice programs. On September 10, 2019, an agenda item was presented to Council regarding the 2019 JAG grant application which requested funding for a SPIDR Tech Integrated Software System for our Communications Center. In accordance with grant guidelines, the grant application was posted for public comment and no comments have been received. On September 18, 2019, we received formal notification that our JAG grant application for FY 2019 had been approved.

**FISCAL IMPACT:**

The City of El Cajon has been awarded the U.S. Department of Justice JAG grant for FY 2019 in the amount of \$27,733. These grant funds will be appropriated to activity 225900 – Police Miscellaneous Grants. There will be no impact to the City's General Fund.

Prepared By: Julie Wiley, Sr. Management Analyst

Reviewed By: Mike Moulton, Police Chief

Approved By: Graham Mitchell, City Manager

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## Attachments

Award Docs

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**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 18, 2019

Mr. Graham Mitchell  
City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020-3996

Dear Mr. Mitchell:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$27,733 for City of El Cajon.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Andera Hawkins, Program Manager at (202) 514-3904; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



**U.S. Department of Justice**  
Office of Justice Programs  
*Office of Civil Rights*

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Washington, DC 20531

September 18, 2019

Mr. Graham Mitchell  
City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020-3996

Dear Mr. Mitchell:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of El Cajon 200 Civic Center Way El Cajon, CA 92020-3996	4. AWARD NUMBER: 2019-DJ-BX-0185	
	5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
	6. AWARD DATE 09/18/2019	7. ACTION  Initial
2a. GRANTEE IRS/VENDOR NO. 956000703	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 078727393	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 19 Local JAG Program	10. AMOUNT OF THIS AWARD \$ 27,733	
	11. TOTAL AWARD \$ 27,733	

12. SPECIAL CONDITIONS  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT  
This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)  
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT  
GPRS

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Graham Mitchell City Manager	
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X B DJ 80 00 00 27733 FUND CODE B BUD. ACT. DJ DIV. REG. 00 SUB. 00 POMS AMOUNT 27733	21. UDJUGT0761
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U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 29

PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 29

PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.





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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.





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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.





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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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**AWARD CONTINUATION  
SHEET  
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PROJECT NUMBER 2019-DJ-BX-0185

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

67. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

69. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.



**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of El Cajon

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2019-DJ-BX-0185

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Andera Hawkins  
(202) 514-3904

2. PROJECT DIRECTOR (Name, address & telephone number)

Julie Wiley  
Sr. Management Analyst  
100 Civic Center Way  
El Cajon, CA 92020-3996  
(619) 579-3355

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 19 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020-3996

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 27,733

10. DATE OF AWARD

09/18/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



City Council  
Agenda Report

Agenda Item 9.

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Time Extension of Tentative Subdivision Map (TSM) 665; 411 Emerald Avenue, Engineering Job No. 3572

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**RECOMMENDATION:**

That the City Council grants a one-year time extension for TSM 665 (411 Emerald Avenue) and sets the new expiration date to October 18, 2020, in accordance with Municipal Code Section 16.12.110.

**BACKGROUND:**

Public Works staff received a letter (copy attached), dated July 9, 2019, from the development consultant on behalf of the property owner requesting a time extension for TSM 665. Resolution No. 108-16 conditionally approved TSM 665 with an expiration date of October 18, 2018. Section 16.12.110 of the Municipal Code allows for three one-year extensions. This request is the second of three allowable time extensions.

This project proposes a nine-unit condominium conversion and a subdivision to create a common-interest residential development on the east side of Emerald Avenue between West Lexington Avenue and Chamberlain Avenue, APN: [487-542-02](#); General Plan designation: Medium Density Resident (MR).

**FISCAL IMPACT:**

None. All costs are paid by the developer.

Prepared By: Dirk Epperson, Director of Public Works  
Reviewed By: Vince DiMaggio, Assistant City Manager  
Approved By: Graham Mitchell, City Manager

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Attachments

Letter Dated July 9, 2019 and TSM 665

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## **Westone Management Consultants**

**Joseph Scarlatti**

**Condominium Conversion Consultants**

**152 W. Park Ave., Suite 252**

**El Cajon California 92020**

**Phone: Land (619) 334-3670 Cell (619) 408-0208**

**Email: westone.ca@gmail.com**

**Website: condoconversionconsultants.com**

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July 9th, 2019

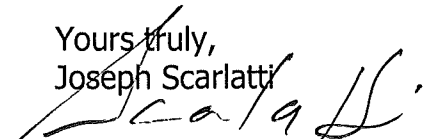
City of El Cajon  
200 Civic Center Way  
El Cajon CA 92020

Subject: Tentative Subdivision Map 665 & PUD 344  
411 Emerald Ave., El Cajon  
APN 487-542-02-00

On behalf of the owner of the above captioned property, I am hereby requesting a map extension TSM 665 & PUD 344 for a period of 1 (one) year to October 18<sup>th</sup>, 2020.

The map extension is requested because it is unlikely we will be able to complete the conditions of approval by October 18<sup>th</sup>, 2016.

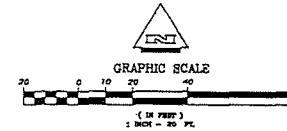
Yours truly,  
Joseph Scarlatti



Westone Management Consultants

# TENTATIVE SUBDIVISION MAP

# 411 EMERALD AVE



### CONSTRUCTION NOTES:

- EXISTING SITE, NO PROPOSED GRADING.
- NO ADDITIONAL BUILDINGS (HABITABLE OR OTHERWISE) SHALL BE CONSTRUCTED ON THE PROPERTY, NOR SHALL ANY ADDITIONS TO THE EXISTING BUILDINGS BE CONSTRUCTED.

### LEGAL DESCRIPTION:

LOT 19 OF EL CAJON AGRES, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JANUARY 12, 1914.

### EXISTING & PROPOSED EASEMENTS:

- RIGHT OF WAY FOR PIPE LINES AND ADJACENTS OF SAN DIEGO PLUMB COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED FOR RECORD AND THEREFORE CANNOT BE PLOTTED HEREON.
- EASEMENTS, CONDITIONS AND RESTRICTIONS, RECORDED AUGUST 13, 1941, IN BOOK 1226, PAGE 118 OF OFFICIAL RECORDS, NOTHING TO PLOT.
- ANY AND ALL EASEMENTS AND RIGHT OF WAY OF LA MECA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, EXISTING UPON, OVER OR ACROSS SAID LAND RECEIVED IN DEED TO UNION TITLE INSURANCE AND TRUST COMPANY, RECORDED IN BOOK 1574, PAGE 175 OF OFFICIAL RECORDS, DOES NOT AFFECT SUBJECT PARCEL. NOTHING TO PLOT.
- EASEMENT GRANTED TO THE CITY OF EL CAJON FOR A DRAINAGE DITCH AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT RECORDED OCTOBER 15, 1946, AS INSTRUMENT NO. 110288 IN BOOK 2246, PAGE 378 OF OFFICIAL RECORDS, SHOWN HEREON.
- EASEMENT GRANTED TO THE CITY OF EL CAJON FOR A DRAINAGE DITCH AND RIGHTS INCIDENTAL THEREOF, AS GRANTED IN A DOCUMENT RECORDED JULY 1, 1929, AS INSTRUMENT NO. 74-17623 OF OFFICIAL RECORDS, SHOWN HEREON.

- ### LEGEND:
- INDICATES FOUND MONUMENTS AS NOTED
  - w— INDICATES GAS METER
  - W— INDICATES WATER METER
  - M— INDICATES FIRE HYDRANT
  - W— INDICATES DATE WALL
  - INDICATES SIGN
  - E— INDICATES HANDICAP RAMP DR PARKING SPACE
  - O— INDICATES LIGHT POLE UNLESS NOTED
  - TL— INDICATES POWER POLE
  - H— INDICATES GUY/ANCHOR POLE
  - INDICATES BACK FLOW PREVENTION VALVE
  - S.C.O. INDICATES SEWER CLEAN OUT
  - DI INDICATES DRAIN INLET
  - FF INDICATES FINISH FLOOR
  - SMH INDICATES SEWER MANHOLE
  - INDICATES TRASH ENCLOSURE
  - INDICATES CHAIN LINK FENCE
  - INDICATES WOOD FENCE
  - INDICATES BROUGHT IRON FENCE
  - INDICATES BLOCK WALL
  - >— INDICATES DIRECTION OF DRAINAGE
  - O— INDICATES SEWER LATERAL
  - O— INDICATES WATER SERVICE
  - INDICATES STRIPED PARKING SPACE

PROFESSIONAL LAND SURVEYOR:  
 SAN DIEGO LAND SURVEYING & ENGINEERING, INC.  
 3845 CRENSHAW DRIVE, SUITE 142  
 SAN DIEGO, CALIFORNIA 92123 (658) 545-8362  
 PROJECT NO. 489-180-276, Emerald411.dwg  
 Robert J. Bateman, P.L.S. 7046  
 REGISTRATION EXPIRES DECEMBER 31, 2016



### SITE ADDRESS:

411 EMERALD AVENUE  
 EL CAJON, CA 92021

### BENCH MARK:

CITY OF EL CAJON BENCH MARK NUMBER 409  
 TOP OF CURB INLET ON EAST SIDE OF CASABLANCA AVENUE 5180 FEET SOUTH OF CENTERLINE OF LEBRON AVENUE  
 ELEVATION = 435.498, NOV 1929, MGL

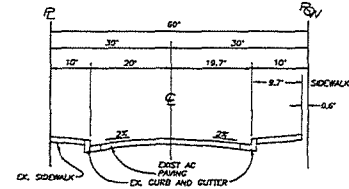
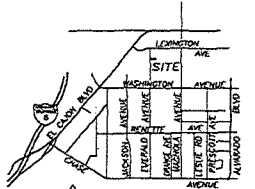
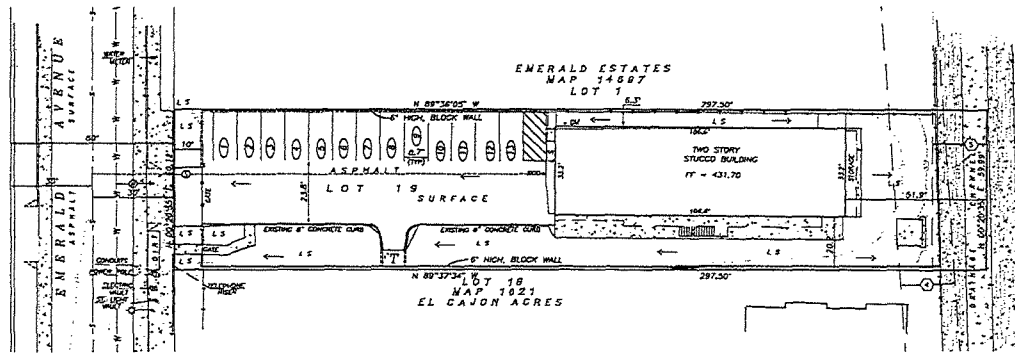
### SITE DATA:

ASSESSOR'S PARCEL NUMBER: 487-542-02  
 TOTAL ACREAGE GROSS 0.38 (16,675 SQ. FT.)  
 NET 0.38 (16,675 SQ. FT.)  
 TOTAL BUILDING AREA 3,539 SQ. FT.  
 TOTAL PAVED PARKING AREA 5,578 SQ. FT.  
 TOTAL LANDSCAPED AREA 5,644  
 DISTRICT ZONING: R-3  
 WATER SUPPLY: HELIX WATER DISTRICT  
 SEWER DISPOSAL: CITY OF EL CAJON  
 DISTRICT UNITS: 9  
 DENSITY: 1 UNIT PER 1,853 SQ. FT.  
 PARKING REQUIRED: N/A FOR CONVERSION  
 PARKING PROVIDED: 13

### OWNER / DEVELOPER:

LINDA F. MALLONEE  
 41105 HIGH VOICE CIRCLE  
 TEMECULA, CALIFORNIA 92582

LINDA F. MALLONEE, OWNER



SAN DIEGO LAND SURVEYING AND ENGINEERING, INC.  
 1945 CHESAPEAKE DRIVE, SUITE 445, S.D., CA 92123  
 (658) 545-8362

SHEET 1	CITY OF EL CAJON	1 SHEET
<b>TENTATIVE SUBDIVISION MAP NO.</b>		
APPLICANT: WESTONE MANAGEMENT CONSULTANTS ASSESSOR PARCEL NO.: 487-542-02 REQUEST: FILING A 1 LOT SUBDIVISION MAP FOR THE APPROVAL OF 9 CONDOMINIUM UNITS.		
PC RESOLUTION NO. _____	CC RESOLUTION NO. _____	APPROVED BY: _____
ORDINANCE NO. _____		DATE: _____



City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Morgan Foley, City Attorney  
**SUBJECT:** Administrative Hearing - Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery

---

**RECOMMENDATION:**

That the City Council conducts the Administrative Hearing; reviews the documents submitted; receives testimony from witnesses who have been identified on each party's list; and determines whether the City Manager's denial of a Special Operations License ("SOL") to operate a Police Department towing business should be upheld or overturned.

**BACKGROUND:**

On June 12, 2019, Nashwan Habib of Alexandra Investments, Inc. dba Angelo's Towing & Recovery ("Angelo's Towing"), applied for a SOL to operate a Police Department towing business at 501 Front Street in El Cajon. This application was stamped received by the City of El Cajon ("City") on June 20, 2019. On August 19, 2019, El Cajon City Manager, Graham Mitchell, denied the above-referenced application. A letter dated August 26, 2019, sent from the City's Business License Division, confirmed the City Manager's denial.

Angelo's Towing filed an appeal of the City Manager's denial to the City Clerk's Office on September 5, 2019, accompanied by a letter dated September 3, 2019, under Nashwan Habib's signature on behalf of Angelo's Towing. On September 11, 2019, the City Clerk set an Administrative Hearing before the City Council for today's meeting to consider whether the City Manager's denial of inclusion on the police tow rotation list should be upheld or overturned, and sent a copy of that letter to the applicant, Mr. Habib.

The City Manager's decision was made pursuant to the provisions of El Cajon Resolution No. 161-00, which sets out the City's eligibility qualifications for a SOL and inclusion on the police tow rotation list. Two of the provisions of Resolution No. 161-00 required to be met are: section 2(C)(5), which states that a tow company must demonstrate trustworthiness and capacity to deal fairly and effectively with the City and the public; and section 2(A), which states that all tow companies on the tow rotation list shall strictly conform in all aspects to local, state and federal law(s). A copy of Resolution No. 161-00 is attached to this Agenda Report.

The City Manager based his denial of the SOL on information that came to light in a 2015 news article by Liam Dillon of the Voice of San Diego ("VOSD"). The article referenced Nashwan Habib and Angelo's Towing's business practices, including contacts or involvement with persons operating illegal marijuana dispensaries in East County, and Mr. Habib's arrests and

convictions in Michigan that were not disclosed on Mr. Habib's and Angelo's Towing's application. Mr. Habib answered "none" on the line on the SOL application requesting past criminal records of all financially interested persons. The allegations in the article were investigated by Lt. Jason Taub of the El Cajon Police Department, who conducted a search of public records and located documents corroborating statements contained in Mr. Dillon's VOSD report.

These records, along with memos by Lt. Taub and Officer M. Pollard of the El Cajon Police Department, were provided to Community Development personnel and the City Manager to assist in the City Manager's decision. Accordingly, the City Manager determined Angelo's Towing is not eligible for a SOL for inclusion on the police tow list.

A portion of Lt. Taub's memo has been redacted in order to protect information related to an ongoing investigation that would be compromised by premature disclosure to the public.

The appeals process is outlined in El Cajon Municipal Code section 1.36.020. This type of proceeding is known as an administrative hearing. Section 1.36.080 provides that the presenting officer and the party involved are required to file with the City Clerk a list of all witnesses to be presented at the hearing, and ten copies of each document the party intends to offer into evidence. The witness lists of the City's representative and the applicant are attached to this Agenda Report; the documents intended to be offered into evidence by both sides are likewise included with this report, in separate envelopes.

Only a party, the presenting officer, or a person whose name appears on a filed witness list may present oral evidence at the hearing. All oral testimony must be taken either under oath or affirmation. The City Attorney will swear in all witnesses at the time of the hearing.

The procedure to be followed will be explained by the City Attorney at the time of the hearing. In general, the City Council will first receive testimony and evidence from City representatives and witnesses, as the City bears the burden of proving grounds for the action taken to deny Angelo's Towing a SOL for inclusion on the police tow list. Mr. Nashwan Habib, or his representative, is then allowed to present his evidence and witnesses in support of his position. Each party will then be allowed the right to present evidence in explanation or rebuttal. Each party may question the other party, or its witnesses, generally to be conducted through the Mayor, although the Mayor may allow the question to be presented directly.

The hearing is not conducted according to the technical rules of evidence and any relevant evidence, including hearsay, shall be allowed and admitted. The City Council will give the evidence the weight it deserves.

Upon the conclusion of the submission of evidence, only the presenting officer of the City and an authorized representative of the applicant may present arguments to support their respective positions. Thereafter, applying laws, ordinances, rules and regulations to the evidence presented, including Resolution No. 161-00, the City Council shall make an adjudicatory decision regarding the rights, duties and entitlements of Angelo's Towing. The decision may direct that certain action be taken as deemed necessary by the City Council. Such deliberations and discussions will be conducted in the public meeting.

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## Attachments

Resolution No. 161-00

City's Witness List

City's Evidence Documents

Angelo's Towing Witness List

Angelo's Towing Evidence Documents

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RESOLUTION NO. 161-00

RESOLUTION REGULATING POLICE INITIATED  
VEHICLE TOWING AND STORAGE WITHIN  
THE CITY OF EL CAJON, AND RESCINDING  
RESOLUTION NO. 16-72 AND RESOLUTION NO. 67-97.

WHEREAS, the El Cajon Police Department (the "ECPD") enforces state and local laws pertaining to the operation of motor vehicles within the City of El Cajon; and

WHEREAS, during the course of enforcing such laws the ECPD often has need to remove vehicles from traffic circulation pursuant to state or local laws; and

WHEREAS, by Resolution No. 16-72, the El Cajon City Council established basic regulations for the operation of ECPD-initiated vehicle towing services within the City of El Cajon; and

WHEREAS, by Resolution No. 67-97, adopted on May 27, 1997, the City Council amended Resolution 16-72 to incorporate certain changes to said ECPD-initiated towing services, and

WHEREAS, the City Council wishes to adopt new regulations for the operation of ECPD-initiated towing services including certain tow company eligibility requirements; and rescind Resolution 16-72 and Resolution 67-97;

NOW, THEREFORE, THE EL CAJON CITY COUNCIL RESOLVES AS FOLLOWS:

1. Authority

A. Whenever the ECPD requires vehicles or debris to be removed from traffic circulation within the City of El Cajon pursuant to state or local law including, without limitation, El Cajon Municipal Code ("ECMC") Chapter 1.16, ECMC section 10.28.060, or section 15.16.050, it shall use the vehicle towing and storage guidelines established by this Resolution.

B. ECPD shall maintain an authorized list of tow companies (the "Tow List") from which it will select towing companies to perform vehicle towing and debris removal services pursuant to this Resolution.

2. Eligibility

A. All towing companies on the Tow List shall strictly conform in all respects to federal, state, and local law including, without limitation, this Resolution.

B. No person, company, partnership, corporation, or other entity, having a financial or operational interest in any towing company on the Tow List, may have any financial or operational interest in any other towing company included on the Tow List.

C. Prior to being included on the Tow List, a towing company must:

- (1) Obtain a valid business license pursuant to ECMC sections 5.04.010 □ 5.04.350;
- (2) Obtain a valid special operations license pursuant to ECMC sections 5.16.010 □ 5.16.140;
- (3) Have both its business office and a storage lot (sufficient to accommodate all ECPD initiated towed vehicles from within the City) located within the City of El Cajon;
- (4) Have the following equipment:
  - (a) At least two trucks, at least one of which must have twin booms, of a minimum one-ton capacity specifically designed for towing;

(CONTINUED ON PAGE 2)

b) All tow trucks must be equipped in conformance with the California Vehicle Code and have an operational fire extinguisher;

(c) All tow trucks must be equipped with the necessary tools of the trade to accomplish all tasks normally assigned by the ECPD; and

(5) Have demonstrated trustworthiness, financial resources, service experience, completion ability, personnel, and a demonstrated capacity to deal fairly and effectively with the City of El Cajon and public.

3. Minimum Business and Storage Requirements

A. Storage

The business and storage lot must be a reasonable distance from public transportation and must have adequate storage space either under cover or well fenced. Stored vehicles, and contents, must be reasonably safe from theft and vandalism.

B. Business

(1) Hours: Each tow company shall have an employee on duty for towing and the release of vehicles to the public, between 8:00 a.m. and 5:00 p.m. at least six (6) days per week.

(2) Insurance: Each tow company must have adequate public liability and property damage insurance conforming, without limitation, with ECMC section 5.68.050 and the City Council Policy in force at all times and filed with the City Clerk's Office.

(3) Hold Harmless Agreement: Each tow company shall enter into an agreement to hold the City, its elected and appointed officials, officers, employees and agents harmless from any liability incurred as a result of the ECPD requesting towing and storage services.

(4) Records: Each tow company must maintain complete records for all ECPD requested towing and storage transactions. These records shall include license and vehicle identification numbers, time and date of tow or impound, location from where vehicle was towed, and any other records deemed necessary by the ECPD.

(5) Invoices: All invoices for towing and storage shall be itemized indicating minimum charges, plus any additional charges as specified in the rate schedule.

(6) Charges: Tow companies shall base their charges according to the rate schedule adopted by City Council resolution. This schedule shall be reviewed by City Council at least once every two (2) years.

4. Dispatching

A. All requests for ECPD initiated impounds, and removal of traffic hazards, shall be made through the ECPD Communications Center.

B. Requests for towing services shall be made on a rotating basis from firms on the Tow List.

C. When it is reasonably evident that there will be a delay in responding to an ECPD request for towing service, the tow company concerned shall immediately advise the ECPD Communications Center of such delay.

D. In the event a firm selected from the Tow List is unable to respond within a reasonable period of time, the next firm on the Tow List will be selected. The firm not able to respond will revert to the bottom of the eligible Tow List.

E. Towing units will generally be dispatched from the place of business, or a reasonable distance from the place of business.

(CONTINUED ON PAGE 3)

5. General Provisions

A. Removing hazards: After being dispatched by the ECPD, the tow truck operator will cooperate with Peace Officers at the scene to remove hazards and illegally parked vehicles from streets, and in impounding vehicles as requested. The Peace Officer at the scene shall determine whether a vehicle should be impounded or moved, and the tow truck operator shall abide by this decision.

B. Supervision checks: All tow companies' records, equipment, and storage facilities are subject to periodic checks by the City of El Cajon.

C. Fee: There shall be no fee for being placed on the approved Tow List other than the investigation fee provided for in ECMC Chapter 5.16.

D. Independent Contractor: Every tow company on the Tow List, its employees and agents, are independent contractors and not City's agents. Any provision of this Resolution that may appear to give City or the ECPD the right to direct tow truck operators as to the details of doing the work or to exercise a measure of control over the work means that these tow companies shall follow the direction of the City and/or the ECPD as to end results of the work only.

6. Removal or Suspension from Tow List; Reinstatement

A. The requirements and guidelines established by this Resolution do not impart property rights or an expectation of continued inclusion upon the Tow List by any tow company. Any tow company on the ECPD Tow List may be removed or suspended, without notice, under the following circumstances:

- 1) Consistent and repeated failure to respond to ECPD requests for towing services within twenty (20) minutes of receiving such request;
- (2) Failure to abide by any provision of this Resolution; or
- (3) Failure to abide by any requirement of federal, state, or local law.

B. A tow company removed from the Tow List may, with reason satisfactory to the ECPD, apply to the ECPD to be reinstated. The ECPD may, but is not required to, reinstate that towing company on the Tow List.

7. The City Clerk is hereby directed to provide a copy of this Resolution to all City authorized towing and storage operators.

8. This Resolution supersedes Resolution No. 16-72, and Resolution No. 67-97, and said Resolution 16-72 and Resolution 67-97 are hereby rescinded.

(CONTINUED ON PAGE 4)



PASSED AND ADOPTED by the City Council of the City of El Cajon, California at a regular Joint City Council/Redevelopment Agency Meeting held this 10th day of October, 2000, by the following vote to wit:

AYES	:	McClellan, Ramos, Santos, Keegan, Lewis
NOES	:	None
ABSENT	:	None
DISQUALIFY	:	None

MARK LEWIS  
Mayor of the City of El Cajon

ATTEST:

MARILYNN LINN, CMC  
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 161-00 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Joint Meeting of the City Council/Redevelopment Agency on the 10th day of October, 2000.

Marilynn Linn, CMC, City Clerk

# CITY OF EL CAJON

## WITNESS LIST

Re: Administrative Hearing – Appeal by Alexandra Investments, Inc., dba Angelo’s Towing & Recovery. Denial of Special Operations Permit for Inclusion on the Police Tow List

- Presenting Officer: Lieutenant Jason Taub, Metropolitan Division

# CITY OF EL CAJON

## EVIDENCE DOCUMENTS

Re: Administrative Hearing – Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery. Denial of Special Operations Permit for Inclusion on the Police Tow List

- Documents to be presented to Councilmembers in separate envelopes.
- Documents are available for review in the City Clerk's Office, 200 Civic Center Way, El Cajon, CA.

**Alexandra Investments, Inc.  
dba Angelo's Towing & Recovery**

WITNESS LIST

Re: Administrative Hearing – Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery. Denial of Special Operations Permit for Inclusion on the Police Tow List

- Nashwan Habib
- Rostom Arshak
- Todd M. Abbott, Esquire

# **Alexandra Investments, Inc. dba Angelo's Towing & Recovery**

## **EVIDENCE DOCUMENTS**

Re: Administrative Hearing – Appeal by Alexandra Investments, Inc., dba Angelo's Towing & Recovery. Denial of Special Operations Permit for Inclusion on the Police Tow List

- Documents to be presented to Councilmembers in separate envelopes.
- Documents are available for review in the City Clerk's Office, 200 Civic Center Way, El Cajon, CA.



## City Council Agenda Report

**Agenda Item 11.**

DATE: October 8, 2019  
TO: Honorable Mayor and City Councilmembers  
FROM: Graham Mitchell, City Manager  
SUBJECT: Code of Ethics and Conduct for Elected and Appointed Officials

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### RECOMMENDATION:

That the City Council adopts the next Resolution, in order replacing City Council Policies A-23 and A-24 with the "Code of Ethics and Conduct for Elected and Appointed Officials."

### BACKGROUND:

At its August 13, 2019 meeting, the City Council received a report and a draft "Code of Ethics and Conduct for City Council, Boards, and Commissions." During that meeting, staff summarized the City's existing policies (Policy A-23 "Ethical Principals, Policy A-24 "Civility," and Rules of Decorum section of the Municipal Code) and provided example policies from other cities. Staff also presented a draft policy that aimed to strike a balance between simplicity and substance. The draft policy included a preamble which established the purpose and expectations of the City Council, followed by sixteen ethical standards and expectations of conduct. The draft policy also included a section about censure and admonition.

The City Council discussed the draft policy and recommended that the sixteen tenants be reduced in number; it was recommended that the other sections remain. Staff has re-drafted the policy for City Council consideration. If acceptable, staff recommends that the City Council adopts a resolution eliminating existing Policies A-23 and A-24, and replaces them with a revised Policy A-23 (attached).

Staff reduced the number of standards and expectations from sixteen to ten by accomplishing the following:

- Incorporated aspects of the "Respect for Process" and "Conduct at Public Meetings" into the "Conduct of Officials" section,
- Incorporated aspects of the "Representation of Private Interests" and "Advocacy" into the "Use of Public Resources" section,
- Added a portion of "Policy Role of Officials" into "Positive Work Place Environment,"
- Deleted "Independence of Boards, Committees, and Commissions" because it mirrors messages found in the "Conflict of Interest" section.

Staff believes that this revised policy captures the direction provided by the City Council at its August 13th meeting. If the City Council accepts the changes to the policy, staff recommends

that the City Council adopt the resolution replacing Policies A-23 and A-24 with the new policy. In addition to the resolution, staff has attached the following documents to this report: Code of Ethics and Conduct for Elected and Appointed Officials (final), redline of the August 13, 2019 draft Code of Ethics and Conduct for Elected and Appointed Officials, and existing Policies A-23 and A-24.

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#### Attachments

CC Policy A-23 (Revised)  
Code of Conduct (Redline)  
Policy A-23  
Policy A-24

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**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT :**

CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

**POLICY**

A-23

**REFERENCE :**

Adopted 9/23/2019

**EFFECTIVE**

9/23/2019

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**PURPOSE**

To establish a policy to assure public confidence in the integrity of all Elected and Appointed Officials (“Officials”) and to instill public confidence and trust in the fair operation of El Cajon’s municipal government. Appointed Officials are defined as appointees to boards, committees, and commissions.

**ETHICS & CONDUCT**

The citizens and those doing business in and with the City of El Cajon are entitled to fair, ethical, and accountable local government. It is imperative that the City’s Officials adhere to the following principles:

Stewardship of Public Interest

Elected and Appointed Officials recognize that their stewardship of the public interest must be their primary concern. Officials shall work for the common good of the people of El Cajon and not for any private or personal interest, continually guiding the City to its greatest potential. Officials shall assure fair and equal treatment of all persons and transactions.

Above Reproach

The professional and personal conduct of Elected and Appointed Officials must be above reproach, with respect to duties with the City, professionally, and personally. Officials should avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other Officials and the public.

Honor, Integrity, and Wisdom

Elected and Appointed Officials shall comply with both the letter and spirit of the laws; they are independent, impartial, and strive to be fair in their judgment; they conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility; and they represent the City with honor, integrity, and wisdom.

To meet the objectives of these principles, Officials shall conduct themselves in accordance with the following ethical standards and expectations of conduct:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, Officials will work for the common good of the people of El Cajon and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.



**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT :**

CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

**POLICY**

A-23

**REFERENCE :**

Adopted 9/23/2019

**EFFECTIVE**

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2. **Comply with the Letter and Spirit of the Law and City Policy.** Officials shall comply with the Constitutions and the laws of the nation and the State of California, and ordinances of the City of El Cajon in the performance of their public duties.
3. **Conduct of Officials.** The professional and personal conduct of Officials while exercising their office must be above reproach and avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff, or public. This includes respect for the processes established by the City and in a manner in which Officials treat each other, the public, and staff with respect and fairness at public meetings.
4. **Decisions Based on Merit.** Officials shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations and shall exercise fairness, honesty, and independent judgment as decision makers and advisors. When making adjudicative decisions (those decisions where the Official is called upon to determine and apply facts peculiar to an individual case), Officials shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing along with facts which may be commonly known to the public, and applicable law. Officials can consider the interrelatedness of decisions and the long-range consequences of present actions.
5. **Communication.** For adjudicative matters pending before the body, Officials shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Officials shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process, including the Official's own personal knowledge.
6. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Officials shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Officials shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias. An Official who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT :**

CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

**POLICY**

A-23

**REFERENCE :**

Adopted 9/23/2019

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by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Official shall not participate in a decision unless and until he or she has requested and received advice allowing the Official to participate. An Official shall diligently pursue obtaining such advice. The Official shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Official, the City Attorney represents the City and not individual Officials. In accordance with the law, Officials shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other Officials unless otherwise permitted by law.

7. **Gifts and Favors.** Officials shall not take any special advantage of services or gifts and favors. Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting gifts, favors, or promises of future benefits which might compromise their objectivity or give the appearance of being compromised.
8. **Confidential Information.** Officials must maintain the confidentiality of all written materials and verbal information provided to Officials which is confidential or privileged. Officials shall neither disclose nor use confidential information, without proper legal authorization, to further a personal interest or interest for a private party.
9. **Use of Public Resources and Advocacy.** Officials shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain, political advantage, or for personal purposes not otherwise authorized by law. Further, in keeping with their role as stewards of the public interest, Officials shall not appear or advocate on behalf of private interest or third parties before City. When presenting their individual opinions and positions, Officials shall explicitly state they do not represent their body or the City of El Cajon.
10. **Positive Work Place Environment.** Officials shall support a positive and constructive work environment for City employees and for the citizens and businesses interacting with the City. Officials shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate direction to employees and shall treat City employees in a respectful manner. Further, Officials shall respect and adhere to the council-manager structure of the City's government, as defined in the Municipal Code.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT :**

CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

**POLICY**

A-23

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Adopted 9/23/2019

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**ADMONITION & CENSURE**

The City Council, acting as a whole, may adopt a resolution of admonition or censure expressing the City Council's disapproval of the conduct of an Official, if the City Council finds, subject to the procedures set forth herein, that an Official's conduct violates federal, state, or local law, or any by-law, standing order, or this "Code of Ethics and Conduct for Elected and Appointed Officials."

Depending on the circumstances of alleged violations of law or policy, the City Council may initiate an investigation of the allegations prior to the filing of a request for any of the actions described in this policy.

Nothing in this policy shall preclude individual Councilmembers from making public statements regarding such alleged conduct.

At any point during any of the processes described in this policy, the City Council may refer the matter, as appropriate, to the San Diego County District Attorney for investigation. Following such a referral, the City Council may proceed with any actions it chooses to undertake under the provisions of this policy. While the City Council has broad discretion in deciding actions it may choose to take in response to violations of law or policy, this policy provides definitions and procedures related to two types of action: admonition and censure.

1. **Admonition.** An admonition may typically be directed to all members of the City Council, commission, board, or committee, reminding them that a particular type of behavior is in violation of law or City policy, and that, if it occurs or is found to have occurred, could make a member subject to censure. An admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. An admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegation is true. An admonition may also be treated as taking action to criticize an Official's conduct. The right to criticize is protected by the First Amendment, and may be done individually, or as a whole by motion.
2. **Informal Admonition.** An individual Councilmember can make an admonition at any Council meeting during the Public Presentations or Reports of Members and Special Committees portion of the meeting.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT :**

CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

**POLICY**

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3. **Censure.** Censure is an official reprimand or condemnation made by City Council in response to specified conduct by one of its own members or that of a member of a board, commission, or committee. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the Official's alleged violations of law or policies. Censure may require an investigation, and must protect the due process rights of the Official. Censure carries no fine or suspension of the rights of a council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing. Possible penalties of a censure may include loss of committee assignments or other privileges afforded to Officials. For non-elected Officials, a censure could include termination of appointment.

The City Council may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Councilmember who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

## City of El Cajon Code of Ethics and Conduct for Elected and Appointed Officials

### **PURPOSE**

To establish a policy to assure public confidence in the integrity of all Elected and Appointed Officials (“Officials”) and to instill public confidence and trust in the fair operation of El Cajon’s municipal government. Appointed Officials are defined as appointees to boards, committees, and commissions.

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2. **Comply with the Letter and Spirit of the Law and City Policy.** Officials shall comply with the Constitutions and the laws of the nation and the State of California, and ordinances of the City of El Cajon in the performance of their public duties.
3. **Conduct of Officials.** The professional and personal conduct of Officials while exercising their office must be above reproach and avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff, or public. This includes respect for the processes established by the City and in a manner in which Officials treat each other, the public, and staff with respect and fairness at public meetings.

~~4. **Respect for Process.** Officials shall perform their duties in accordance with the processes and rules of order established by the City Council and by law.~~

~~5. **Conduct at Public Meetings.** Officials shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. During this process, they shall recognize the rights of citizens to participate in the decision-making process. Officials shall accurately represent the qualifications, views and findings of public speakers and colleagues, and shall treat fairly and comment responsively on the views of colleagues and the public.~~

6.4. **Decisions Based on Merit.** Officials shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations and shall exercise fairness, honesty, and independent judgment as decision makers and advisors. When making adjudicative decisions (those decisions where the Official is called upon to determine and apply facts peculiar to an individual case), Officials shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing along with facts which may be commonly known to the public, and applicable law. Officials can consider the interrelatedness of decisions and the long-range consequences of present actions.

7.5. **Communication.** For adjudicative matters pending before the body, Officials shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Officials shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process, including the Official's own personal knowledge.

8.6. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, Officials shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Officials shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias. An Official who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Official shall not participate in a decision unless and until he or she has requested and received advice allowing the Official to participate. An Official shall diligently pursue obtaining such advice. The Official shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to Official, the City Attorney represents the City and not individual Officials. In accordance with the law, Officials shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other Officials unless otherwise permitted by law.

~~9.7.~~ **Gifts and Favors.** Officials shall not take any special advantage of services or ~~G~~gifts and ~~F~~avors. Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting gifts, favors, or promises of future benefits which might compromise their objectivity or give the appearance of being compromised.

~~10.8.~~ **Confidential Information.** Officials must maintain the confidentiality of all written materials and verbal information provided to Officials which is confidential or privileged. Officials shall neither disclose nor use confidential information, without proper legal authorization, to further a personal interest or interest for a private party.

~~11.9.~~ **Use of Public Resources and Advoccy.** Officials shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain, political advantage, or for personal purposes not otherwise authorized by law. Further, in keeping with their role as stewards of the public interest, Officials shall not appear or advocate on behalf of private interest or third parties before City. When presenting their individual opinions and positions, Officials shall explicitly state they do not represent their body or the City of El Cajon.

~~12. Representation of Private Interests.~~ ~~In keeping with their role as stewards of the public interest, Officials shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City. Officials shall not represent their interests or those of private third parties to City employees.~~

~~13. Advocacy.~~ ~~Officials shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Officials shall explicitly state they do not represent their body or the City of El Cajon.~~

~~14. Policy Role of Officials.~~ ~~Officials shall respect and adhere to the council-manager structure of the City's government, as defined in the Municipal Code. In this structure, the City Council determines the policies of the City with advice, information, and analysis provided by City staff, boards, committees, and commissions, and the public. Except as provided by the Municipal Code, Officials shall not interfere with the administration functions of the City or the professional duties of City employees.~~

~~15. Independence of Boards, Committees, and Commissions.~~ ~~Members of boards, committees, and commissions play a valuable role in the public decision-making process. Officials shall refrain from using their position to unduly influence the deliberations or outcomes of board, committee, or commission proceedings.~~

~~16.10.~~ **Positive Work Place Environment.** Officials shall support a positive and constructive work environment for City employees and for the citizens and businesses interacting with the City. Officials shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate direction to employees and shall treat City employees in a respectful manner. Further, Officials shall respect and adhere to the council-manager structure of the City's government, as defined in the Municipal Code.

## **ADMONITION & CENSURE**

The City Council, acting as a whole, may adopt a resolution of admonition or censure expressing the City Council's disapproval of the conduct of an Official, if the City Council finds, subject to the procedures set forth herein, that an Official's conduct violates federal, state, or local law, or any by-law, standing order, or this "Code of Ethics and Conduct for Elected and Appointed Officials."

Depending on the circumstances of alleged violations of law or policy, the City Council may initiate an investigation of the allegations prior to the filing of a request for any of the actions described in this policy.

Nothing in this policy shall preclude individual Councilmembers from making public statements regarding such alleged conduct.

At any point during any of the processes described in this policy, the City Council may refer the matter, as appropriate, to the San Diego County District Attorney for investigation. Following such a referral, the City Council may proceed with any actions it chooses to undertake under the provisions of this policy. While the City Council has broad discretion in deciding actions it may choose to take in response to violations of law or policy, this policy provides definitions and procedures related to two types of action: admonition and censure.

1. **Admonition.** An admonition may typically be directed to all members of the City Council, commission, board, or committee, reminding them that a particular type of behavior is in violation of law or City policy, and that, if it occurs or is found to have occurred, could make a member subject to censure. An admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. An admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessarily require an investigation or separate hearings to determine whether the allegation is true. An admonition may also be treated as taking action to criticize an Official's conduct. The right to criticize is protected by the First Amendment, and may be done individually, or as a whole by motion.
2. **Informal Admonition.** An individual Councilmember can make an admonition at any Council meeting during the Public Presentations or Reports of Members and Special Committees portion of the meeting.
3. **Censure.** Censure is an official reprimand or condemnation made by City Council in response to specified conduct by one of its own members or that of a member of a board, commission, or committee. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the Official's alleged violations of law or policies. Censure may require an investigation, and must protect the due process rights of the Official. Censure carries no fine or suspension of the rights of a council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing. Possible penalties of a censure may include loss of committee assignments or other privileges afforded to Officials. For non-elected Officials, a censure could include termination of appointment.

The City Council may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Councilmember who is the subject of the action. The notice shall contain the specific charges on which the



proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

# CITY OF EL CAJON CITY COUNCIL POLICY

***SUBJECT:***

STATEMENT OF ETHICAL PRINCIPLES

***POLICY***

A-23

***REFERENCE:***

Adopted 6-26-02

***EFFECTIVE***

6/26/02

***PAGE***

1 of 4

## **Purpose**

To establish an ethics policy setting forth standards for ethical practices among Councilmembers and Commissioners.

## **Background**

The City Council established the need to adopt standards for ethical practices among Councilmembers and Commissioners. The following policy is to be used as a guideline for City officials.

## **Policy**

### **Councilmembers and Commissioners should:**

1. Recognize the rights of citizens to participate in Council and Commission decisions;
2. Strive to give citizens (including those who lack formal organization or influence) full, clear and accurate information on Council and Commission issues and the opportunity to have a meaningful role in the development of plans and programs;
3. Strive to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of disadvantaged groups and persons;
4. Assist in the clarification of community goals, objectives and policies in plan-making;
5. Ensure that reports, records and any other non-confidential information which is, or will be, available to decision makers is made available to the public in a convenient format and, as soon as practically possible, in compliance with applicable laws;
6. Pay special attention to the interrelatedness of decisions and the long range consequences of present actions;
7. Strive to achieve high standards of professionalism, integrity, knowledge, and professional development;
8. Not commit a deliberately wrongful act which reflects adversely on the City Council or Commissions or seek business by stating or implying that they are prepared, willing or able to influence decisions by improper means;

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

***SUBJECT:***

STATEMENT OF ETHICAL PRINCIPLES

***POLICY***

A-23

***REFERENCE:***

Adopted 6-26-02

***EFFECTIVE***

6/26/02

***PAGE***

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**Policy**

**Councilmembers and Commissioners should: (continued)**

9. Participate in continuing professional education to benefit Councilmembers and Commissioners;
10. Accurately represent the qualifications, views, and findings of colleagues;
11. Treat fairly and comment responsibly on the professional views of colleagues;
12. Share the results of experience and research which contribute to the body of the decision making process;
13. Strive to increase the opportunities for women and members of recognized minorities based on merit and ability; and
14. Systematically and critically analyze ethical issues that pertain to the City Council and Commissions.

**City Councilmembers and Commissioners continuously strive to achieve high standards of integrity and proficiency so that public respect for the process will be maintained.**

**Councilmembers and Commissioners should:**

1. Exercise fair, honest, and independent judgment in their roles as decision makers and advisors;
2. Make public disclosure of all "personal interests" they may have regarding any decision to be made in the process in which they serve, or are requested to serve, as advisor or decision maker;
3. Define "personal interest" broadly to include any actual or potential benefits or advantages that they, a spouse, family member or person living in their household might directly or indirectly obtain from a Council or Commission decision;

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b> STATEMENT OF ETHICAL PRINCIPLES		<b>POLICY</b> A-23
<b>REFERENCE:</b> Adopted 6-26-02	<b>EFFECTIVE</b> 6/26/02	<b>PAGE</b> 3 of 4

**Policy**

**Councilmembers and Commissioners should: (continued)**

4. Abstain completely from direct or indirect participation as an advisor or decision maker in any matter in which they have a material financial interest. And leave any chamber in which such a matter is under deliberation;
5. Seek no gifts or favors, nor offer any, under circumstances in which it might reasonably be inferred that the gifts or favors were intended or expected to influence a participant's objectivity as an advisor or decision maker in the process;
6. Not participate as an advisor or decision maker on any plan or project in which they have previously participated as a paid advocate;
7. Serve as advocates only when the applicant's objectives are legal and consistent with the public interest;
8. Not use confidential information acquired in the course of their duties to further a personal interest;
9. Not disclose confidential information acquired in the course of their duties except when required by law, to prevent a clear violation of law or to prevent substantial injury to third persons; provided that disclosure in the latter two situations may not be made until after verification of the facts and issues involved and consultation with other process participants to obtain their separate opinions;
10. Not misrepresent facts or distort information for the purpose of achieving a desired outcome;
11. Not participate in any matter unless adequately prepared and sufficiently capacitated to render thorough and diligent service;
12. Respect the rights of all persons and not improperly discriminate against or harass others based on characteristics which are protected under civil rights laws and regulations.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b> STATEMENT OF ETHICAL PRINCIPLES		<b>POLICY</b> A-23
<b>REFERENCE:</b> Adopted 6-26-02	<b>EFFECTIVE</b> 6/26/02	<b>PAGE</b> 4 of 4

**Policy (continued)**

**Councilmember's and Commissioner's Responsibility to the Public**

**A City Councilmember's and Commissioner's primary obligation is to serve the public interest. While the definition of the public interest is formulated through continuous debate, a Councilmember/Commissioner owes allegiance to a conscientiously attained concept of the public interest, which requires these special obligations:**

1. Councilmembers and commissioners must have special concern for the long range consequences of present actions.
2. Councilmembers and commissioners must pay special attention to the interrelatedness of decisions.
3. Councilmembers and commissioners must strive to provide full, clear and accurate information on City issues to citizens and governmental decision-makers.
4. Councilmembers and commissioners must strive to give citizens the opportunity to have a meaningful impact on the development of plans and programs. Participation should be broad enough to include people who lack formal organization or influence.
5. Councilmembers and commissioners must strive to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of disadvantaged groups and persons, and must urge the alteration of policies, institutions and decisions which oppose such needs.
6. Councilmembers and commissioners must strive to protect the integrity of the natural environment.
7. All above responsibilities and conditions would be made that are economically feasible and reasonable for the City.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

**SUBJECT:**

CIVILITY

**Policy**

A-24

**REFERENCE:**

Adopted 4-23-02

**Effective**

7/1/02

**Page**

1 of 1

**Purpose**

To establish policy for personal conduct of City Councilmembers, appointed City Commissioners, City staff members and the public at all times while interacting with each other.

**Background**

This policy is intended to supplement the El Cajon Municipal Code Section 2.12.160 Rules of Decorum and is established to express the City Council's intent that people shall be treated with courtesy and respect at all times while conducting City business.

**Policy**

**A. Courtesy:**

1. **Councilmembers:** Councilmembers shall afford the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statements as to motives and personalities.
2. **City Employees:** Employees of the City shall observe the same rules of order and decorum applicable to the City Council.
3. **Public Speakers:** Members of the public attending a City Council meeting shall be encouraged to observe the same rules of order and decorum applicable to the City Council.
4. **Appointed Members of Boards, Commissions and Committees:** Appointed members of Boards, Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City Council.

**B. Noise in Lobby:**

Noise emanating from the lobby outside the City Council Chambers, which disrupts City Council meetings, shall not be permitted.

**C. Crowd Control in Council Chambers:**

If the City Manager, or the City Manager's designee, anticipates in advance a crowd larger than the maximum number of attendees allowed in the City Council Chambers, he or she shall provide for appropriate crowd control.



## City Council Agenda Report

**Agenda Item 12.**

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** El Cajon Tobacco Retailer's License Program

---

### RECOMMENDATION:

That the City Council considers modifications to the El Cajon Tobacco Retailer's License Program and provides direction to staff.

### BACKGROUND:

On July 23, 2019, the City Council discussed the City's Tobacco Retailer's License Program and directed staff to return with changes based on its discussion. The purpose of this agenda item is to:

1. Provide background information on the City's regulation of tobacco sales,
2. Analyze compliance checks initiated by Community Action Service Advocacy (CASA), and
3. Recommend specific changes to the City's Tobacco Retailer's License Program.

### **City's Tobacco-Related Policies**

The City of El Cajon regulates the sale and use of tobacco products, paraphernalia, electronic vapor devices and associated products, and hookahs. It is important to note that the Municipal Code equates electronic vapor device sales and use, including vapor inhalation products, regardless of substance, with tobacco sales and smoking. For "smoke shops" or retailers who primarily sell tobacco products, these regulations are found in the Municipal Code sections 17.240.070, 17.240.160, and 17.240.170.

Chapter 8.33 regulates the licensing and inspection of tobacco retailers. The Code allows the City to regulate tobacco products and other related devices by requiring tobacco retailers to possess a local license, creating development standards, regulating point of sales, and creating a system of penalty for code violation. The following sections describe the regulations imposed on tobacco retailers.

*Retail:* During the sale of tobacco products, tobacco retailers must adhere to the following requirements:

- The tobacco retailer must post a plainly visible sign at the point of purchase of tobacco products that indicates the minimum age for purchase,
- Check for identification to ensure customers are of legal age to purchase tobacco products,
- Packaging of tobacco products must not show evidence of tampering or damage,
- There cannot be any installation of tobacco vending machines at retailer locations, and

- Any free distributions of tobacco products or promotional items must be conducted in an enclosed space where minors are not allowed entry.

*License Required:* Tobacco establishments are required to obtain an annual license. The cost of the license is \$709.

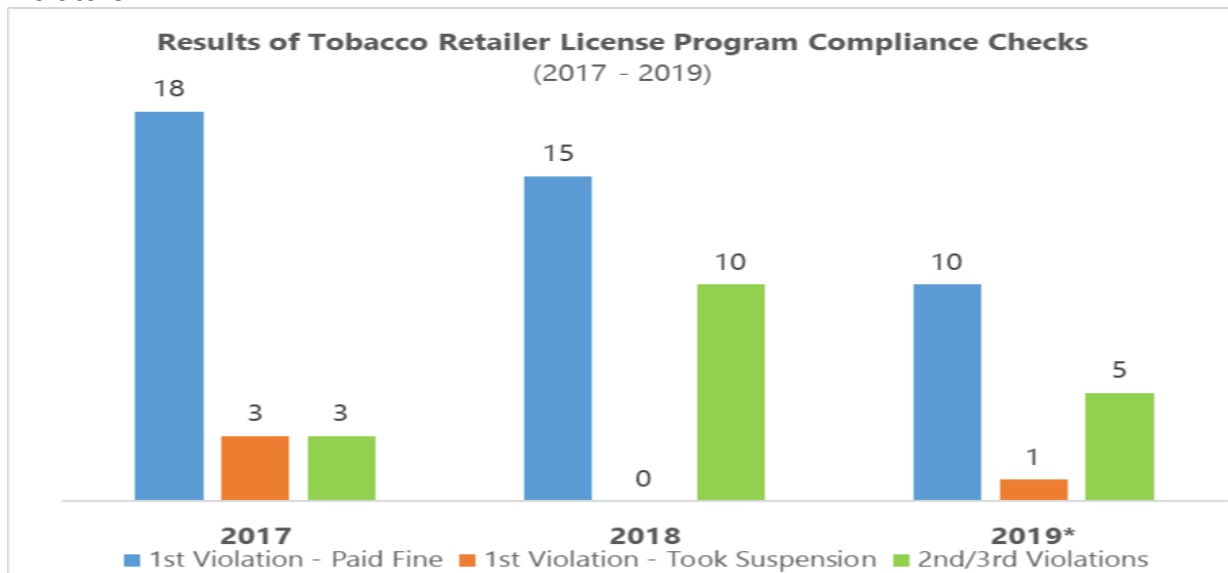
*Penalties:* The policy establishes penalties for first, second, third, and fourth time violations.

- First Violation – retailer chooses to either pay a \$1,000 fine or be subjected to a 30-day suspension of tobacco sales.
- Second Violation – if a second violation occurs within a five-year period, the retailer is subject to a 90-day suspension and if the violation occurred within one year of the first violation, a \$1,000 fine is levied.
- Third Violation – if a third violation occurs within a five-year period, the retailer is subject to a one-year suspension and if the violation occurred within one year of the first violation, a \$1,000 fine is levied.
- Fourth Violation – if a fourth violation occurs within a five-year period, the retailer is subject to a permanent suspension and if the violation occurred within one year of the first violation, a \$1,000 fine is levied.

### Compliance Check History

Under the Tobacco Retailer's License Program, the City is required to complete compliance checks annually for the 101 license holders. The number of licenses varies from year to year; however, there has been a steady decline in the number of retailers. For example, in 2016 there were 125 retailers. In the last three years, the City has relied on a third party contractor (Community Action Service Advocacy or CASA) to complete those compliance checks. Since 2017, the City has cited tobacco retailers 47 times for first violations, 17 times for second violations, and one time for a third violation—this is an average of almost 16 first-time violators per year almost 6 second time violators per year.

Of the first time violators in the past three years, 43 (or 91%) opted to pay the fine instead of being subjected to the suspension. The graph below shows violation for the past three years and indicates how many violators paid a fine, took a suspension, or were second or third time violators.



\*There are eight hearings pending for alleged violators in the 2019 compliance check.



## **Recommended Policy Modifications**

Based on the data collected, staff believes that overall the Tobacco Retailer's License Program is effective. However, staff suggests three recommendations for City Council consideration:

1. Modify the annual license fee for compliant retailers. Staff recommends that if a retail owner has been compliant for a consecutive three-year period, the owners would receive a 20 percent discount on the annual license fee.
2. Automatic 30-day suspension for first time violators. Staff recommends that for first-time violators, the Code be modified so that an automatic 30-day suspension is required, along with a \$500 penalty to recover administrative enforcement costs.
3. Fines for subsequent violations. Staff recommends that for second, third, and fourth time violators, that the Code be modified so that a fine of \$1,000 is applied in addition to the respective suspensions.

In addition to the recommended modifications to the current Tobacco Retailer's License Program, the City Council may also wish to consider:

- Increasing the suspension periods for second-time violators from 90 to 120 days,
- Increasing fine amounts from \$1,000 to \$2,500, and/or
- More heavily regulating the sale of certain tobacco-related products.

Staff seeks City Council direction on the recommendations identified in this report. Based on the direction given, staff will return with changes to the City's policy by way of an ordinance at a future City Council meeting.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** East County Advanced Water Purification Joint Exercise of Powers Agreement

---

**RECOMMENDATION:**

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

1. Approves the East County Advanced Water Purification Joint Exercise of Powers Agreement between City of El Cajon, Padre Dam Municipal Water District, and the County of San Diego (through its San Diego County Sanitation District); and
2. Authorizes the City Manager to Sign the Agreement.

**BACKGROUND:**

Since 2014, the City has been participating with Padre Dam Municipal Water District, San Diego County Sanitation District, and Helix Water District to explore the feasibility of the East County Advanced Water Purification Program (Program). The Program will create a new, local, sustainable, and drought-proof drinking water supply by treating wastewater from participating agencies.

Padre Dam completed a planning study that evaluated the feasibility of developing the Program in 2014. Since then, the City Council has authorized two Memorandums of Understanding with Padre Dam, Helix Water, and San Diego County, to further investigate this potential regional project. The parties have studied the financial viability of the Program, CEQA requirements, and potential governance structures of a Joint Powers Authority (JPA).

In July 2019, the City Council authorized an agreement to fund final engineering, permitting, financing plans, and to draft the governance and service agreements required for implementation of the Program. The parties completed evaluation of alternative governance structures and financing mechanisms and is recommending that the three participating agencies providing wastewater services, including the City of El Cajon, Padre Dam, and San Diego County Sanitation District, establish a JPA to finance, construct, own, and operate the Program facilities. The JPA will be an organization separate from the three agencies with the powers to create and enter into contracts, incur debts and liabilities, and adopt rules and regulations for operation of the JPA, amongst other powers provided by the Agreement.

The Agreement will: (1) create the East County Advanced Water Purification Joint Powers Authority, (2) specify powers of the JPA, (3) create the governing board of the JPA, (4) establish rules of conduct of the board, (5) establish officers and employees of the JPA, (6) establish committees, and (7) establish financial procedures and reporting requirements. The JPA governing board will consist of one member from each agency's governing body to act as its representative and one member to act as an alternate. Each agency will have one vote which will be equally weighted.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

The proposed action includes execution of a Joint Exercise of Powers Agreement among the City of El Cajon, the Padre Dam Municipal Water District, and the County of San Diego (through its San Diego County Sanitation District) to create the JPA. The JPA will be an organization separate from the three agencies with the powers to create and enter into contracts, incur debts and liabilities, and adopt rules and regulations for operation of the JPA, among other powers provided for by the Agreement. Therefore, it can be seen with certainty that there is no possibility the Project may have a significant effect on the environment in accordance with CEQA Guidelines Section 15061(b)(3). Creation and execution of the JPA does not commit or obligate the City of El Cajon to any future projects. Any future actions that may develop as a result of this JPA would require CEQA compliance prior to implementation.

**FISCAL IMPACT:**

None at this time.

Prepared By: Dirk Epperson, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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**Attachments**

Resolution - Approve JPA

Resolution - Approve Funding Agmt

JPA Agreement

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RESOLUTION NO. \_\_-19

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL CAJON APPROVING A JOINT EXERCISE  
OF POWERS AGREEMENT AMONG THE CITY OF EL CAJON,  
PADRE DAM MUNICIPAL WATER DISTRICT,  
AND THE SAN DIEGO COUNTY SANITATION DISTRICT

WHEREAS, since 2014, the City of El Cajon (the "City") has been participating with Padre Dam Municipal Water District ("Padre Dam"), the County of San Diego through its San Diego County Sanitation District (the "Sanitation District"), and Helix Water District ("Helix") to explore the feasibility of the East County Advanced Water Purification Program (the "Program"); and

WHEREAS, the purpose of the Program is to offload wastewater generated by the region to a treatment facility, which will create a new, local, sustainable, and drought-proof drinking water supply; and

WHEREAS, the City, Padre Dam, and the County of San Diego through the Sanitation District (the "Parties"), have determined that it is appropriate to form a joint powers authority to be called the East County AWP Joint Powers Authority (the "Authority") by entering into a joint exercise of powers agreement (the "Agreement") pursuant to the Joint Exercise of Powers Act (California Government Code sections 6500 et seq.); and

WHEREAS, with the execution of the Agreement and the formation of the Authority, the Parties will be able to jointly finance, design, construct, own, lease, operate, maintain, repair and replace a reclamation facility for the purpose of treating wastewater and producing recycled or advanced purified water for beneficial use as a part of the Program and for related purposes; and

WHEREAS, the Agreement provides that the liabilities of Authority, with the exception of retirement liabilities of the Authority, shall not be the debts, liabilities and obligations of the Parties, or any of their respective members, offices, directors, employees, or agents.

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 hereby incorporated as findings.
2. The City Council hereby approves the East County Advanced Water Purification Joint Exercise of Powers Agreement among the City of El Cajon, Padre Dam Municipal Water District, and the San Diego County Sanitation District, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager or his designee, and authorizes the City Manager to sign

the Agreement, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the Agreement.

10/08/19 CC Agenda

Reso Approve East Cty Advanced Water Purification Program JPA 100119

RESOLUTION NO. \_\_-19

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL CAJON APPROVING THE  
EAST COUNTY ADVANCED WATER PURIFICATION  
PROGRAM INTERIM FUNDING AGREEMENT  
AMONG THE CITY OF EL CAJON,  
PADRE DAM MUNICIPAL WATER DISTRICT, THE  
COUNTY OF SAN DIEGO, AND HELIX WATER DISTRICT

WHEREAS, since 2014, the City of El Cajon (the "City") has been participating with Padre Dam Municipal Water District ("Padre Dam"), the County of San Diego through its San Diego County Sanitation District (the "Sanitation District"), and Helix Water District ("Helix") (collectively "the Parties") to explore the feasibility of the East County Advanced Water Purification Program (the "Program"); and

WHEREAS, the purpose of the Program is to offload wastewater generated by the region to a treatment facility, which will create a new, local, sustainable, and drought-proof drinking water supply; and

WHEREAS, since Padre Dam completed a planning study in 2014 that evaluated the feasibility of developing the Program, the Parties have entered into two (2) Memorandums of Understanding to further investigate this potential regional project; and

WHEREAS, over the past year the Parties have acknowledged that prior funds committed were exhausted and there is a collective desire to continue with project development, and the parties have studied the financial viability of the Program, CEQA requirements, and potential governance structures of a future organization; and

WHEREAS, the development of an Interim Funding Agreement ("IFA") memorializes the commitment of the Parties to continue with all necessary tasks for further implementation of the Program; and

WHEREAS, some of the tasks addressed in the IFA include the completion of final engineering, permitting, and financing plans as well as drafting the governance and service agreements required to implement the Program; and

WHEREAS, upon successful completion of these tasks, the Parties will independently consider forming a Joint Powers Authority ("JPA") to finance, construct, and operate the proposed Program, which would be presented to the City Council at a future date for approval; and

WHEREAS, the IFA includes estimated Program development costs of up to \$9,400,000, with each of the four participating agencies responsible for an equal share of up to \$2,350,000 to be partially funded by an initial cash contribution of up to \$430,000 from each of the participants; and

WHEREAS, this amount would cover unreimbursable funding application fees for the Water Infrastructure Finance and Innovation Act ("WIFIA") and State Revolving Fund ("SRF") funding, and each agency's remaining contribution would be paid from the proceeds of the WIFIA and SRF loans, if the applications are approved; and

WHEREAS, Padre Dam will administer and manage the Program development work, and to the greatest extent possible, the Program will fund development costs through previously awarded grants, low interest loans, and other available sources on behalf of the Parties.

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 hereby incorporated as findings.

2. The City Council hereby approves the East County Advanced Water Purification Program Interim Funding Agreement among the City of El Cajon, Padre Dam Municipal Water District, the County of San Diego, on behalf of the San Diego County Sanitation District, and Helix Water District, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager or his designee, and authorizes the Mayor to sign the Agreement, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the Agreement.

3. The City Council hereby further appropriates \$430,000 from the City's Wastewater Fund for the initial fair share contribution to final program development costs for the East County Advanced Water Purification Program.

**EAST COUNTY ADVANCED WATER PURIFICATION  
JOINT EXERCISE OF POWERS AGREEMENT**

**THIS JOINT POWERS AGREEMENT** (“Agreement”), is made and entered into by and between the CITY OF EL CAJON (“El Cajon”), a charter city, PADRE DAM MUNICIPAL WATER DISTRICT (“Padre Dam”), a municipal water district, and the SAN DIEGO COUNTY SANITATION DISTRICT, a county sanitation district (“Sanitation District”). El Cajon, Padre Dam, and Sanitation District are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A.** Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- B.** Each Party to this Agreement has the power to plan for, design, construct, own, lease, operate, maintain, repair, and replace a reclamation facility for the purpose of treating wastewater and producing recycled or advanced purified water for beneficial use; and
- C.** The Parties desire to use any power common to them for the purpose of treating wastewater and producing recycled or advanced purified water, or taking such other actions that will make more efficient the conveyance, treatment, and disposal of wastewater and the production of recycled or potable water; and
- D.** The Parties desire, by means of this Agreement, to establish a separate organization for the construction, operation, and administration of a reclamation facility for the purpose of treating wastewater and producing recycled or advanced purified water, and for related purposes.

**NOW THEREFORE**, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Parties agree as follows:

**ARTICLE 1  
GENERAL PROVISIONS**

- 1.1** **Definitions.** Unless the context otherwise requires, the words and terms defined in this Section 1.1 shall, for the purposes of this Agreement, have the meanings herein specified.
  - 1.1.1** Act means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
  - 1.1.2** Administrator means the Member Agency designated by this Agreement or the Board of Directors to manage and administer the Authority. If no Member Agency is designated, or if designated, is unable or unwilling to act as the Administrator, the Board of Directors shall manage and administer the Authority or appoint officers or employees for such purposes.



- 1.1.3** Agreement means this Joint Exercise of Powers Agreement.
- 1.1.4** Annual Budget means the budget adopted pursuant to Section 7.2.2 of this Agreement.
- 1.1.5** Authority means the East County AWP Joint Powers Authority, which is created by this Agreement.
- 1.1.6** Board or Board of Directors means the Board of Directors referred to in ARTICLE 2 of this Agreement, which is the governing body of the Authority.
- 1.1.7** Director means a member of the Board appointed to the Board pursuant to Section 2.2 of this Agreement.
- 1.1.8** Effective Date means the last date on which all Parties to this Agreement have executed the Agreement.
- 1.1.9** Fiscal Year means the period commencing on July 1 of each year and ending on and includes the following June 30.
- 1.1.10** Helix means Helix Water District, which is the anticipated purchaser of Product Water produced by the Project.
- 1.1.11** Member Agency(ies) means El Cajon, Padre Dam, Sanitation District, and any other entity added to this Agreement by a subsequent amendment.
- 1.1.12** Member of the Board or Board Member means a Director.
- 1.1.13** Operator means the entity designated by the Board of Directors to provide operation, maintenance, and similar services to the Authority.
- 1.1.14** Party(ies) means those entities who have executed this Agreement or any Amendment to this Agreement and who have not withdrawn from the Authority.
- 1.1.15** Product Water means water produced by the Project that meets all State and federal requirements for surface water augmentation and any supplemental water quality requirements agreed to by the Authority as necessary and appropriate for delivery to a drinking water reservoir.
- 1.1.16** Project means any devices, equipment, plants and systems used in the conveyance, storage, treatment, recycling, reclamation, and advanced purification of wastewater, including all treatment facilities, sub-regional facilities, drying beds, percolation ponds, utility installations, power co-generation facilities, and related appurtenances, extensions, improvements, remodeling, additions and alterations thereof; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment. The Project includes the following primary components:

- (a) The Advanced Water Purification Plant, which includes those facilities required to treat recycled water to indirect potable reuse standards for surface water augmentation, and includes facilities providing pre-osmosis treatment, reverse osmosis, and concentrate disposal. This term does not include those facilities that have been identified as Wastewater Treatment Plants and/or facilities required to generate Title 22 compliant irrigation water.
- (b) Product Water Conveyance System means the conveyance system that will be adequate to transport and deliver Product Water to the Product Water delivery point as specified by separate agreement, and includes, but is not limited to, the conveyance outlet structure and related facilities.
- (c) Regional Collection System means intercepting sewers, outfall sewers, and wastewater collection and conveyance systems owned and operated by the Authority (not including the Member Agencies' sewer systems) for the purpose of collecting and delivering wastewater from the Member Agencies' sewer systems to the Project and associated pumping stations and other equipment and their appurtenances, extensions, improvements, remodeling, additions, and alterations thereof.
- (d) Wastewater Treatment Plant(s) means new or existing primary, biological secondary, and tertiary wastewater treatment facilities.

The Project, as defined in this Agreement, shall not include Lake Jennings or Santee Lakes, although both shall be used in relation to the Project. Specifically, Lake Jennings is and shall remain owned and operated by Helix, and shall be the location to which Product Water is delivered to Helix pursuant to the terms and conditions of a separate Product Water purchase agreement. Further, Santee Lakes shall remain owned and operated by Padre Dam, and shall be used in conjunction with the treatment of recycled and advanced purified water, including brine minimization, to maintain a steady level of Product Water production and reduce the Authority's brine disposal costs and for emergency failsafe storage. In recognition of these operational benefits to the Project, Padre Dam shall receive without charge an annual average of 1,000 acre feet of water (or such other amount as may be agreed in writing by Padre Dam and the Authority) delivered to Santee Lakes from the Project, a significant portion of which will be recirculated to the Project.

**1.1.17** Title 22 Water means water produced by the Project that meets all State requirements for a direct beneficial use or a controlled use that is compliant with Title 22, Division 4 of the California Code of Regulations, as may be amended from time to time.

**1.2** **Purpose.** This Agreement is made pursuant to the Act by El Cajon, Padre Dam, and Sanitation District, each of which is authorized to contract with the other. The purposes of this Agreement are to: (1) create the East County AWP Joint Powers Authority; (2) provide for the administration of the Authority; (3) plan for, design, construct, own, lease, operate, maintain, repair, and replace the Project; (4) receive, convey, treat, and dispose of wastewater; (5) produce and deliver Product Water and Title 22 Water; and (6) perform services or assume obligations of the Member Agencies

and non-Member Agencies specifically related to the Project and approved by the Board of Directors.

**1.3 Creation of Authority.** Pursuant to the Act, there is hereby created a public entity known as the “East County AWP Joint Powers Authority.” The Authority shall be a public entity separate and apart from the Member Agencies and shall administer this Agreement.

**1.4 Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the Parties as provided in ARTICLE 8 of this Agreement.

**1.5 Powers of Authority**

**1.5.1 General Powers.** The Authority shall exercise, in the manner herein provided, the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement, subject however to such restrictions as are applicable to El Cajon, a charter city organized and operating under Article XI of the California Constitution.

**1.5.2 Specific Powers.** Subject to the limitations set out in Section 1.5.1, the Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, acquire, construct, manage, maintain or operate any building, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To own, operate, maintain, administer, and manage the Project, including any buildings, works or improvements located inside or outside the boundaries of the Member Agencies;
- (f) To receive, convey, treat, and dispose of wastewater discharged by all or certain Member Agencies and receive payment for such services;
- (g) To produce and deliver Product Water and Title 22 Water and receive payment for such services;
- (h) To incur debts, liabilities or obligations, which, except as otherwise provided in Section 9.2, do not constitute a debt, liability or obligation of any Member Agency;

- (i) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions and donations;
- (j) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees;
- (k) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;
- (l) To apply for, accept, receive and disburse grants, donations, and loans from local, State, or federal agencies or from individuals or businesses.
- (m) To sue and be sued in its own name;
- (n) To invest money in its treasury, pursuant to Government Code Section 6505.5 *et seq.*, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code;
- (o) To assume the rights and obligations of any Member Agency related to the purpose of this Agreement, and incurred specifically for the development or implementation of the Project;
- (p) To adopt and enforce industrial pretreatment regulations. The regulations may include, but not necessarily be limited to, technically based local limits, shall be followed by each Member Agency, shall apply to industrial connections and groundwater cleanup sites that discharge or have the potential to discharge into the Regional Collection System, and shall allow the Authority to take enforcement action against dischargers that violate the regulation;
- (q) To implement all requirements of the industrial pretreatment regulations and all aspects of the Authority's service area pretreatment program, including permitting, inspection, monitoring, reporting, and enforcement activities, provided that industrial pretreatment permits may be jointly or individually issued by the Authority, the Member Agency in whose jurisdiction the discharge is located, or other public agencies authorized to do so by contract with the Authority or Member Agency;
- (r) To charge and bill industrial dischargers for their respective share of the Authority's cost to implement industrial pretreatment regulations, including application review, permit issuance, sampling, monitoring, inspection, and enforcement costs;
- (s) To carry out and enforce all provisions of this Agreement; and

- (t) To exercise any and all powers which are provided for in the Act and in Government Code Section 6584 *et seq.*, including, without limitation Government Code Section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended.

## ARTICLE 2 BOARD OF DIRECTORS

- 2.1 **Creation.** The Authority shall be governed by a board of three (3) members, which is hereby established and which shall be composed of one (1) representative from each Member Agency. The governing board shall be known as the “Board of Directors of the East County AWP Joint Powers Authority.” All voting power shall reside in the Board.
- 2.2 **Members of the Board of Directors.**
  - 2.2.1 **Directors Appointed.** Upon the Effective Date of this Agreement, each Member Agency which has not already done so shall designate and appoint, by a formal action of its governing body; one (1) member of its governing body to act as its representative on the Board of Directors; and one (1) other governing body member or Member Agency employee to act as an alternate to each Director so appointed. The alternate appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent.
  - 2.2.2 **Membership.** Each Director and alternate shall serve for a term of four (4) years from the date of his or her appointment or until a successor is appointed. Notwithstanding, each Director and alternate serves at the pleasure of the appointing Member Agency’s governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency’s governing body. If a Director or alternate’s membership on the appointing Member Agency’s governing body ceases, his or her membership on the Board shall also cease. If an alternate is an employee of a Member Agency, and the alternate’s employment by the Member Agency ceases, his or her position as an alternate shall also cease.
  - 2.2.3 **Board Compensation.** The Board shall serve without compensation from the Authority. Compensation may be provided as approved by the Member Agencies appointing each Director and alternate, and any such compensation will be the responsibility of the Member Agency.
- 2.3 **Powers of the Board.** All the power and authority of the Authority shall be exercised by the Board of Directors, which may delegate such power in its discretion. Notwithstanding the above, the Board shall not delegate its legislative powers.
- 2.4 **Provision for Bylaws.** The Board may cause to be developed and may adopt, from time to time, such bylaws for the Authority to govern its day-to-day operations. Each Member Agency shall receive a copy of any bylaws developed and adopted under this Section.

- 2.5** **Ex Officio Members.** The Board may adopt bylaws authorizing ex officio members or alternates to participate in meetings of the Board of Directors. Any ex officio member or alternate shall be a member of the governing body of a public agency with an existing or anticipated contractual relationship to the Project, which may include, but not be limited to, a public agency purchasing Product Water produced by the Project. Any ex officio member or alternate shall not be entitled to vote, shall not be counted toward a quorum of the Board, and shall serve without compensation from the Authority.

### **ARTICLE 3 MEETINGS OF THE BOARD**

- 3.1** **Meetings.** The Board shall provide for its regular meetings by resolution; provided, however, that at least one regular meeting shall be held each fiscal quarter. The date, hour and place of the regular meetings shall be fixed by Resolution of the Board and filed with the governing body of each of the Member Agencies. The Board may meet in joint session with other public agencies and advisory bodies in accordance with State law.
- 3.2** **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with Section 54950 of the Government Code.
- 3.3** **Voting.** Each Board Member shall have one vote. Except as otherwise provided by law or by this Agreement, all actions of the Board shall be approved on the affirmative vote of a majority of the Members of the Board.
- 3.4** **Quorum.** A majority of the Members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.
- 3.5** **Board Action.** The Board may act by ordinance, resolution, or motion. Unless otherwise provided in the bylaws, ordinances shall not be required to be introduced and adopted at separate meetings of the Board. The enacting clause of all ordinances shall be, "The Board of Directors of the East County AWP Joint Powers Authority does ordain as follows."
- 3.6** **Minutes.** The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Board and to each Member Agency.
- 3.7** **Rules.** The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

### **ARTICLE 4 OFFICERS AND EMPLOYEES OF THE AUTHORITY**

- 4.1** **Chair.** The Board of Directors shall elect one of its members as Chair of the Board. The term of office for the Chair of the Board shall be one year. The Parties intend for the Chair of the Board

to be from a different Member Agency each year, but such rotation shall not be mandatory. The Chair of the Board shall preside at all meetings and shall perform such other duties as are specified by the Board of Directors.

**4.2 Vice-Chair.** The Board of Directors shall elect one of its members as Vice-Chair. The term of office for the Vice-Chair shall be one year. The Parties intend for the Vice-Chair to be from a different Member Agency each year, but such rotation shall not be mandatory. The Vice-Chair shall perform all the duties of the Chair of the Board in the absence of the Chair of the Board or in the event the Chair of the Board is unable to perform such duties and shall perform such other duties as are specified by the Board of Directors.

**4.3 Secretary.** The Authority's Secretary shall be the Administrator's secretary or board clerk, or his or her designee, unless the Board elects to appoint as the Secretary another individual of its own choosing. If the Board does not elect to appoint another individual of its own choosing as the Secretary, the Secretary shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing board or management-level employee. The Secretary shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as specified by the Administrator pursuant to a written agreement between the Authority and the Administrator. If the Board elects to appoint another individual of its own choosing, the Secretary shall perform such other duties as the Board of Directors specifies.

**4.4 Treasurer and Auditor Controller.** Pursuant to Government Code Sections 6505.5 and 6505.6, the Authority's Treasurer and Auditor/Controller shall be the Administrator's senior financial officer (such as its chief financial officer, director of finance, or finance manager as designated by the Administrator) unless the Board elects to appoint as the Treasurer and Auditor/Controller another individual of its own choosing. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, and shall have all of the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code. The offices of Treasurer and Auditor/Controller may be held by separate individuals, or combined and held by one individual as the Board may elect. If the Board does not elect to appoint another individual of its own choosing as the Treasurer and Auditor/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing board or management-level employee.

**4.5 Authority Attorney.**

**4.5.1 Appointment.** The Attorney for the Authority shall be appointed by the Board of Directors, provided that an individual, office, or firm providing general counsel or city attorney services to one of the Member Agencies shall not serve as the Authority Attorney. Such individuals, offices, or firms may, however, provide special counsel services to the Authority. Notwithstanding the above, the general counsel to one of the Member Agencies will provide interim general counsel services until the Board appoints an Authority Attorney.

**4.5.2** Duties. The Attorney for the Authority or a designated deputy shall attend all meetings of the Board of Directors; provided, however, that the absence of the Authority Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties the Board of Directors specifies, including, but not limited to, obtaining specialized legal services.

**4.6** Administrator.

**4.6.1** Generally. The Board shall appoint an Administrator for the purposes of managing and administering the Authority. A Member Agency may be appointed as the Authority's Administrator. Except as provided in Section 4.6.2 below, the Board shall appoint the Administrator pursuant to a separate written agreement. The Administrator may also be appointed as the Operator.

**4.6.2** Interim Administrator.

- (a) Until the Board appoints a long-term Administrator pursuant to a separate written agreement, Padre Dam shall serve as the Authority's Interim Administrator. In no event shall the term of the Interim Administrator extend beyond March 31, 2021 without approval of the Board. Any extension shall last for not more than one (1) year. As Interim Administrator, Padre Dam shall perform all services reasonably necessary for the management and administration of the Authority including, but not limited to:
- (i) continuing the financing, planning, design, permitting, and procurement activities necessary to construct and operate the Project, which prior to this Agreement were being performed by the Parties themselves;
  - (ii) coordinating and preparing for Board meetings;
  - (iii) identifying key Padre Dam staff that will provide services to the Board and the Authority on behalf of Padre Dam as the Administrator, including staff who shall serve as Secretary and Treasurer, in accordance with the directions given by Padre Dam's governing board or by a management employee under the exclusive control of Padre Dam;
  - (iv) being responsible for the appointment, employment, management, and/or termination of any personnel, contractors, or consultants providing services to the Authority including, but not limited to, contractors and consultants necessary for the financing, planning, design, permitting and procurement of the Project;



- (v) performing administrative tasks related to the Board's selection and appointment of the Authority Attorney;
  - (vi) implementing the policies, decisions, and directions of the Board, as provided to Padre Dam at the agency level to the person identified under subsection (d) below;
  - (vii) coordinating and conferring with the Parties' technical staff; and
  - (viii) operating and maintaining the property of the Authority, including, but not limited to, operational tasks related to commissioning and testing of the Project.
- (b)** In order to compensate Padre Dam for the performance of services as Interim Administrator, the Authority shall pay Padre Dam a quarterly service fee upon receipt of a quarterly invoice from Padre Dam. The amount of the quarterly service fee shall be set forth in a writing approved by the Board and Padre Dam's General Manager following the Effective Date of this Agreement, and may be revised as necessary in a writing signed by the Authority and Padre Dam's General Manager based on Padre Dam's projections of the cost to perform its services as Interim Administrator. For expenses incurred by Padre Dam for contractors, consultants, and other outside services, materials, and supplies, Padre Dam shall draw upon and expend its own funds and the Authority shall reimburse Padre Dam from Authority funds upon receipt of a quarterly invoice from Padre Dam. The Authority shall pay each invoice within thirty (30) days of its receipt. In addition, after the adoption of a budget by the Authority's Board, future service fees and reimbursable expenditures by Padre Dam shall be subject to the adopted budget, unless such service fees and reimbursable expenditures have been previously approved by the Authority's Board or relate to the period of time prior to adoption of the budget.
- (c)** Padre Dam shall identify key Padre Dam staff that shall provide services required of the Interim Administrator. Key staff identified by Padre Dam shall be qualified to perform services required of the Interim Administrator. Such key staff shall at all times remain under the exclusive direction and control of Padre Dam. Subject to payment of quarterly service fees by the Authority as provided in subsection (b) above, Padre Dam shall be responsible for all compensation, supervision, and administrative costs relating to Padre Dam staff.
- (d)** A representative of Padre Dam, which shall be an employee of Padre Dam that is not assigned to deliver services required of Padre Dam as Interim Administrator, shall serve as the main point of contact for the Authority. Any concerns regarding Padre Dam's performance as Interim Administrator, including staff identified to perform services required of the Interim Administrator, shall be relayed to the designated point of contact.

- (e) The Authority shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish hours or days for the performance of services provided by Padre Dam staff. The Authority shall not have any right to discharge or discipline any member of Padre Dam's staff.
- (f) Padre Dam is retained as an independent contractor and is not an employee of Authority. No employee or agent of Padre Dam shall become an employee of the Authority. Padre Dam employees or agents assigned to provide services under this Agreement shall remain under the exclusive control of Padre Dam.
- (g) The Authority shall defend, indemnify, and hold harmless Padre Dam and its officials, officers, employees, contractors, agents, and authorized volunteers from any and all claims, demands, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, arising from or related to Padre Dam's performance of services as the Interim Administrator.

**4.7 Official Bond.** Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Board of Directors of the Authority.

**4.8 Additional Officers and Employees.** The Board shall have the power to appoint such additional officers and to employ such employees, assistants, contractors, consultants and others as may be appropriate. Such power shall include, but not be limited to, the power to appoint an Operator for the purposes of providing operations, maintenance, and similar services to the Authority. A Member Agency may be appointed as the Authority's Operator pursuant to a written agreement with the Authority.

## **ARTICLE 5 COMMITTEES**

**5.1 Committees.** The Board of Directors, by a majority vote, may form committees for any purpose. Such vote shall designate the method for appointing committee members, the scope of the duties and responsibility of the committee, whether the committee is a standing or ad hoc committee, and such other matters as the Board may deem appropriate.

## **ARTICLE 6 PROJECT COORDINATION**

**6.1 Coordination With the Parties.** The Parties may convene members of their respective staffs to review issues associated with the Project and the other purposes of this Agreement from time to time. If authorized by a written agreement between the Authority and a public agency which is not a Member Agency, or authorized by the Board, a non-Member Agency may designate a representative to review such issues with staff of the Member Agencies as appropriate.

**ARTICLE 7  
FINANCES**

**7.1 Fiscal Year.** The Fiscal Year of the Authority shall be as defined in Section 1.1 of this Agreement.

**7.2 Annual Budget.**

**7.2.1 Interim Budget.** The Board shall, within one hundred and twenty (120) days of the Effective Date of this Agreement, approve an interim budget, which shall constitute the operating budget until the Annual Budget is adopted.

**7.2.2 Annual Budget.** Annually, prior to July 1 of each year, the Board shall adopt a budget for all expenditures to be made by the Authority during the ensuing Fiscal Year. Each annual budget shall be adopted and shall be effective on the affirmative vote of a majority of the Directors.

**7.2.3 Failure to Obtain Budget Approval.**

**(a)** In the event the Board does not adopt a budget prior to start of a Fiscal Year, the budgeted amounts of all expenses shall, except as required for debt payments or provided in multi-year agreements and other similar continuing legal obligations, remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI"). The CPI shall mean the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers in the San Diego area (San Diego CPI-U) for the twelve (12) month period ending the February prior to the beginning of the Fiscal Year. This factor shall be applied to the budget until such time as a new budget is adopted by the Board.

**(b)** Any shortfall in available funds and other non-reserve funds shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments. In the event that a shortfall in available funds exceeds available unrestricted reserves of the Authority, such resulting unfunded shortfall shall be carried forward into the subsequent Fiscal Year. Member Agencies shall have no obligation to cure such unfunded shortfall other than as may be provided in a separate agreement, including, but not limited to, the interim funding agreement described in Section 7.3.2 below.

**7.3 Funds, Accounts and Reports.** There shall be strict accountability of all funds and reporting of all receipts and disbursements.

**7.3.1 Sources of Funds.** The sources of funds available to the Authority may include, but are not limited to, the following:

- (a) Grants, donations, and loans received by the Authority from local, State, or federal agencies or from individuals or businesses.
- (b) Funds collected as user charges or user fees by Member Agencies.
- (c) Funds collected from Member Agencies and non-Member Agencies pursuant to the terms of a separate agreement, including, but not limited to, the interim funding agreement described in Section 7.3.2 below.
- (d) Funds collected as connection fees by Member Agencies.
- (e) Funds received from State and federal disaster relief agencies.
- (f) Funds obtained by issuing bonds, notes, warrants and other evidences of indebtedness.
- (g) "In kind" contributions from Member Agencies.
- (h) Funds from any other source derived.

The Authority shall arrange for the receipt of such funds from the above sources as are available to the Authority and as are necessary for the conduct of the Authority's activities. Member Agencies may, in the appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth in this Agreement; (b) make payments of public funds to defray the cost of such purposes; and (c) make advances of public funds for such purposes. The provisions of Government Code Section 6513 are incorporated into this Agreement.

**7.3.2 Parties' Interim and Long-Term Funding Plans.**

- (a) The Parties intend for certain initial Authority activities to be funded through a separate interim funding agreement signed by the Member Agencies and Helix.
- (b) The Parties intend for the Authority to fund initial Authority costs through the interim funding agreement and other agreements and revenue sources available to the Authority for such purposes. Notwithstanding, in the event the Board determines that certain costs cannot be funded through such revenue sources, each Party agrees that it will contribute to a fund or budget approved by the Board. Each Party will provide contributions approved by the Board within sixty (60) days of receipt of an invoice from the Authority. Contributions made pursuant to this subsection, if any, shall be in equal, one-third shares from each Member Agency. This subsection shall remain in effect until the Member Agencies execute a separate agreement for wastewater services with the Authority.

(c) The Parties intend that all Authority activities will ultimately be funded through various service agreements under which the Member Agencies and non-Member Agencies will pay for services provided by the Authority or commodities produced by the Project; the Parties intend that such separate service agreements will, when taken together, be sufficient to fund all activities of the Authority, including, but not limited to, all administrative, capital expense, and operation and maintenance costs of the Authority and the Project.

**7.3.3** Accounts. Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into accounts that may be established by the Authority, and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.

**7.3.4** Reports. The Treasurer shall, within one hundred and eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to the Board of Directors and to each Member Agency. The Authority's books and records shall be open to inspection at all reasonable times by representatives of each Member Agency. The Treasurer shall prepare and provide such additional reports, including audited financial statements and ongoing disclosure reports, as are required by separate agreements entered into by the Authority.

**7.4** Payments and Advances. No expenditures in excess of those budgeted shall be made unless otherwise approved by the Authority's Board.

**7.5** Audit. In accordance with Sections 6505 through 6505.6 of the Government Code, the Treasurer shall cause an annual audit of the accounts and records of the Authority to be made and reported. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination.

**7.6** Procurement Methods. The Board may adopt such policies relating to procurement of services, equipment, supplies and other materials needed to accomplish the purposes of this Agreement.

**7.7** Development Period Costs. The Authority shall, to the extent allowed by law or outside funding sources, reimburse or credit each Member Agency for its individual contributions toward technical, engineering, environmental, financial, permitted, and other pre-procurement activities associated with the Project dating from March 5, 2014, through the execution of a design or design-build contract relating to the Project by the Authority. The reimbursement or credit shall be paid from proceeds on bond sales by the Authority.

## ARTICLE 8 TERMINATION / AMENDMENT

**8.1** Duration and Termination. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of all Member Agencies. If at any time there are only two (2) Parties to this Agreement and one (1)

Party intends to withdraw, the other Party's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. Notwithstanding the prior provisions of this Section 8.1, this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority.

- 8.2 Amendment.** This Agreement may be amended at any time by the written consent of the governing body of each Party hereto.
- 8.3 Withdrawal.** Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with written notice of its intent to withdraw within the first seven (7) days of each Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.
- 8.4 Effect of Withdrawal.** The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Authority or to perform any other obligation arising from a separate agreement or other legally binding obligation, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency (including any future obligations arising from retirement benefits for past and existing employees of the Authority, if any) or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal.
- 8.5 Purchase Option.** Upon termination of this Agreement, but prior to disbursement of any assets of the Authority, Padre Dam shall have the option, exercisable in its discretion, to purchase the Project, in whole or in part, for fair market value at the time of the exercise of the option. Padre Dam shall provide written notice of its intent to exercise its option, and the details thereof, within forty five (45) days of termination of this Agreement. As soon as practicable after receipt of Padre Dam's notice, the Authority shall notify Padre Dam of the Authority's reasonable determination of the amount of the purchase price for the desired Project assets, and include the details and calculations for each component thereof. Upon mutual agreement on a purchase price determined under this section and payment thereof, the Authority will sell, assign, transfer, convey and deliver to Padre Dam all of its right, title, and interest in the purchased assets.
- 8.6 Disbursement.** Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, and resolution of any purchase option exercised by Padre Dam, all remaining assets of the Authority shall be disbursed among Member Agencies, including any Member Agencies which previously withdrew from the Authority. All assets shall be divided among the Member Agencies in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so.

However, the Board may, in its discretion and by a unanimous vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member Agency's contribution.

## **ARTICLE 9 SPECIAL PROVISIONS**

- 9.1 Insurance.** The Authority shall maintain types and levels of insurance coverage for the Authority as the Board of Directors determines to be reasonably adequate.
- 9.2 Liability of Authority, Board, Officers, Employees.** Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority, with the exception of retirement liabilities of the Authority, shall not be the debts, liabilities and obligations of any of the Member Agencies or any of their respective members, officers, directors, employees or agents. The Authority, its Directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Member Agency, its officer, director or employee shall be responsible for any action taken or omitted by any other Member Agency, or its officers, or employees.
- 9.3 Retirement System.** The Authority shall not enter into a contract with the California Public Employees' Retirement System without the written consent of each Member Agency, which shall not be unreasonably withheld, conditioned, or delayed.
- 9.4 Indemnity.** The Authority shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member Agency, or their members, officers, directors, employees and agents. The Authority's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the Agency.
- 9.5 Conflict of Interest Code.** The Authority shall, by resolution, adopt a conflict of interest code as required by law.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

- 10.1 Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.

**10.2 Notices.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to the respective Parties, as follows:

EL CAJON:

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

With copy to:

City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020  
Attn: City Attorney

PADRE DAM:

Padre Dam Municipal Water District  
P.O. Box 719003  
Santee, CA 92072  
Attn: General Manager

With copy to:

Best Best & Krieger LLP  
655 W. Broadway, Floor 15  
San Diego, CA 92101  
Attn: Padre Dam General Counsel

SANITATION DISTRICT:

San Diego County Sanitation District  
5500 Overland Avenue, Suite 315  
San Diego, CA 92123  
Attn: Program Manager

With copy to:

Office of County Counsel  
1600 Pacific Highway #355  
San Diego, CA 92101  
Attn: Sanitation District General Counsel

The Parties may from time to time change the address to which notice may be provided by providing notice of the change to the other Parties.

**10.3 Consent.** Whenever in this Agreement or in any amendment thereto consent or approval is required, the same shall not be unreasonably withheld.

**10.4 Other Agreements Not Prohibited.** Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

**10.5 Section Headings.** The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

**10.6 Laws of California.** This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

**10.7 Construction of Language.** It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.



- 10.8 Cooperation.** The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.
- 10.9 Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.
- 10.10 Enforcement.** The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to an injunction and specific performance, necessary or permitted by law to enforce this Agreement.
- 10.11 Integration.** This Agreement constitutes the full and complete Agreement of the Parties.
- 10.12 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE(S)

**IN WITNESS WHEREOF**, the Parties have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

**CITY OF EL CAJON**

**Approved as to Form:**

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

By: \_\_\_\_\_  
Morgan L. Foley, City Attorney

Date: \_\_\_\_\_

**PADRE DAM MUNICIPAL WATER DISTRICT**

**Approved as to Form:**

By: \_\_\_\_\_  
Allen Carlisle, General Manager

By: \_\_\_\_\_  
Paula de Sousa Mills, General Counsel

Date: \_\_\_\_\_

**SAN DIEGO COUNTY SANITATION DISTRICT**

**Approved as to Form and Legality:**

By: \_\_\_\_\_  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Thomas L. Bosworth, Sr. Deputy

Date: \_\_\_\_\_



City Council  
Agenda Report

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Wells  
**SUBJECT:** Council Activity Report

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- September 27 - SANDAG Board Meeting
- September 27 - Oktoberfest Kickoff in El Cajon
- September 28 - Speaking - Wings of the Way Dinner
- September 29 - Chaldean American Festival
- October 1 - Meeting w/ Marcel Becker, Tridents Shipbuilding
- October 1 - Manufacturing Week
- October 3 - Meeting w/ Developer re: LAFCO Matter
- October 8 - Meeting w/ Business Owner re: Vape Products
- October 8 - Adult Day Care Meeting
- October 8 - City Council Meeting

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

Submitted By: Bill Wells, Mayor

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City Council  
Agenda Report

Agenda Item 16.

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kendrick  
**SUBJECT: COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications;  
Heartland Fire Training JPA.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

- October 1 - AWP Joint Ad Hoc Committee Meeting
- October 3 - Heartland Fire Training Facility Authority Meeting
- October 8 - City Council Meetings

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

Submitted By: Gary Kendrick, Councilmember

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City Council  
Agenda Report

Agenda Item 17.

**DATE:** October 8, 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.

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**RECOMMENDATION:**

That the City Council accepts and files 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:

October 8 - City Council Meeting(s)

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

Submitted By: Bob McClellan, Councilmember

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City Council  
Agenda Report

**DATE:** October 8, 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.

---

**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- September 22 - Email with Bryant W re: Vaping
- September 23 - Email with Miriam R re: Veterans' Commission
- September 26 - Granite Hills Sports Complex Dedication
- September 26 - German American Society Oktoberfest
- September 27 - Habitat for Humanity House Dedication
- September 29 - Chaldean American Festival
- October 1 - Advanced Water Purification Meeting
- October 2 - Coffee with a Cop
- October 4 - Chamber First Friday Breakfast
- October 7 - Meeting with City Manager
- October 8 - City Council Meeting(s)

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

Submitted By: Steve Goble, Deputy Mayor

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City Council  
Agenda Report

**DATE:** October 8, 2019

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Phil Ortiz

**SUBJECT: COUNCILMEMBER PHIL ORTIZ**

East County Economic Development Council; League of California Cities,  
San Diego Division.

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- September 25 - Meeting with Iris, Resident
- September 25 - Meeting with Deacon Lewis
- September 26 - San Diego Leadership Forum Breakfast
- September 26 - Granite Hills High School Ribbon Cutting Ceremony
- September 27 - El Cajon Oktoberfest "Tapping of the Keg Ceremony"
- September 28 - Wings of the Way Fundraiser
- September 28 - Salute to Republican Officials Dinner
- October 1 - East County Chamber, Government Affairs Meeting
- October 1 - Manufacturing Expo
- October 2 - Coffee with a Cop Event, Common Grounds Coffee

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

Submitted By: Phil Ortiz, Councilmember

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## City Council Agenda Report

**Agenda Item 20.**

DATE: October 8, 2019  
TO: Honorable Mayor and City Councilmembers  
FROM: Steve Goble, Deputy Mayor & Gary Kendrick, City Councilmember  
SUBJECT: Public Relations Campaign in 2020

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### RECOMMENDATION:

That the City Council directs staff to present a proposal by the December 9, 2019, City Council meeting for a one-year public relations campaign.

### BACKGROUND:

Starting about January 2018, there have been substantial and significant projects which have restored, renewed, revived, and refreshed many areas in El Cajon. Some of these projects include:

- The opening of the Courtyard by Marriott,
- Re-opening of The Magnolia,
- Completion of Fletcher Marketplace,
- Construction underway at Hampton Inn,
- Opening of the Black Bear Diner,
- Permitting of a new Texas Roadhouse BBQ,
- Opening of Bob's Discount Furniture,
- Opening of Ashley Furniture,
- Johnson Avenue Sewer Line Realignment,
- Sewer Line Restoration in Process,
- Advanced Water Purification Project in Process,
- Opening of Salvation Army Community Center,
- New Homes Selling in Main Ranch,
- Established Squad 6 Fire Department Vehicle,
- Funding of a Housing Navigator and Reunification Program,
- November Opening of new Performing Arts Complex at Grossmont College,
- November Opening of Cornerstone Affordable Housing Project,
- and more!

Most residents do not know of these projects and the tremendous value they bring to our City. Historically, cities have not self-promoted their achievements but considered them part of the everyday service to their residents. However, we think residents and business owners would like to know how their City is working for them and increasing the value of living, working, and playing in El Cajon.



We propose that the City engage in a one-year public relations campaign during 2020 to communicate to residents how much the City and its business partners are restoring, renewing, reviving, and refreshing El Cajon. We are asking City Council's approval to direct City staff to return with a marketing proposal by the December 9, 2019 City Council meeting.

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City Council  
Agenda Report

Agenda Item 21.

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Anthony Shute, Director of Community Development  
**SUBJECT:** First Readings of Ordinances to Adopt by Reference the 2019 California Building Standards Code (Title 24).

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**RECOMMENDATION:**

That the City Council:

1. Introduces the Ordinances and holds first readings to adopt the 2019 Editions of the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Residential Code, the California Fire Code, the California Green Building Standards Code, the California Historical Building Code, and the California Existing Building Code;
2. Requests the City Clerk to recite the title of each ordinance; and
3. Directs the City Clerk to schedule a public hearing on October 22, 2019.

**BACKGROUND:**

Adopting the California Building Standards (the California codes listed above) is required in order to implement the codes mandated by the California Building Standards Commission. The adoption process usually occurs every three years with new and updated codes and regulations. In July of 2019, the California Building Standards Commission published the new California Building Standards with an implementation date at the local level of January 1, 2020.

**FISCAL IMPACT:**

None. Implementation of new building codes will be handled by existing budgeted Building and Fire Safety staff.

Prepared By: Dan Pavao, Deputy Director of Community Development

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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Attachments

Building Code  
Electrical Code  
Mechanical Code  
Plumbing Code  
Residential Code

Fire Code

Green Building Standards Code

Existing Building Code

Historical Building Code

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.04  
OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE;  
ADOPTING THE CALIFORNIA BUILDING CODE, 2019 EDITION,  
AS AMENDED, BY REFERENCE; AND ADOPTING A  
NEW CHAPTER 15.04 TO TITLE 15 OF  
THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon; maintenance of all buildings and structures within the city; and incidental matters relating thereto through the adoption of the California Building Code, 2019 Edition, with such modifications as set forth in Chapter 15.04 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, excessively high temperatures during summer months, and parts of the spring and autumn months, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Building Code be modified as set forth herein.

SECTION 3: Chapter 15.04 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.04 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.04 CALIFORNIA BUILDING CODE**

**15.04.010 California Building Code, 2019 Edition—Adopted by reference.**

The California Building Code, 2019 Edition, composed of two volumes, excluding sections 103 and 116, as published by the International Code Council, is adopted by reference as the building code of the city (the “building code”), for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all non-residential buildings and structures in the city, providing for the issuance of permits therefore, and each and all such regulations, provisions, penalties, conditions and terms of the California Building Code, 2019 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added, deleted, modified or amended by this

chapter. The California Building Code is referred to in this chapter as the “CBC,” and one copy is on file in the office of the city clerk.

**15.04.020 Requirements generally.**

- A. All materials and assemblies of materials, appliances and installation of appliances, arrangements of occupancies, and segregation of occupancies, all exits, aisles, stairs, doors and appurtenances thereto in buildings or structures in the city shall be so arranged, assembled and of such size and so protected as to be reasonably free from hazards related to fire, seismic activity, obstructed exiting, and health hazards.
- B. The quality of all materials, method of connecting or assembling such materials, stresses allowed, and live and dead loads assumed in the design and construction of all buildings or structures in the city, shall be in accord with nationally recognized standards of quality and with generally recognized and well-established methods of structural design and construction.

**15.04.030 Permits—Fee collection.**

The following permits and tax receipts shall be issued by the Building and Fire Safety Division, and the fees therefor shall be collected by the finance department:

- A. Building permits;
- B. Electrical permits;
- C. Plumbing permits;
- D. Mechanical permits;
- E. Housing permits;
- F. Compliance permits;
- G. Demolition permits;
- H. Relocation permits;
- I. Fire Permits;
- J. Vapor recovery permits;
- K. Dwelling unit construction license tax;
- L. Strong motion instrumentation tax;
- M. Fire Permits;
- N. Mobile home permits;
- O. Mobile home park annual operating permits;
- P. Sewer connection permits;
- Q. Fire alarm permits;
- R. Permit history survey; and
- S. Any other permits or receipts as assigned to the Building and Fire Safety Division.

**15.04.040 Section 105.2 amended—Work exempt from permits.**

- A. Item 1 of Section 105.2 of the CBC is amended to read as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed one hundred twenty (120) square feet (11.2m<sup>2</sup>) and when erected as accessory to an R-3 occupancy on the same property. The structure shall be at least six (6) feet from any other building on the property, maintain setbacks from property lines as outlined in the zoning code, and not exceed lot coverage limitations as specified by the zoning code.
- B. A new item 14 is added to Section 105.2 of the CBC to read as follows:
14. Satellite dishes three (3) feet in diameter or less when utilizing only low voltage wiring.

- C. A new Section 105.2.4 is added to the CBC to read as follows:

**105.2.4 Compliance with code.** Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

**15.04.050 Section 105.5 amended—Expiration.**

Section 105.5 of the CBC is amended to read as follows:

**105.5 Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one (1) year of the date of permit issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one (1) year or more after the time the work is commenced. The maximum life of any permit is three (3) years. If a final inspection is not obtained within the three-year time period the permit will become invalid and a new permit will be required. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than one hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause demonstrated. If code violations exist relating to the building or work authorized by the permit, the building official may establish a permit expiration date of less than one hundred eighty (180) days.

**15.04.060 Section 113.1 amended, section 113.3 deleted—Board of Appeals.**

- A. Sections 113.1 of the CBC is amended to read as follows:

113.1 General. In order to hear and decide appeals of order, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created an appeals board and housing appeals board. The appeals board and housing

appeals board shall be appointed by the local governing body, or comprised of the local governing body, and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

B. Section 113.3 deleted—Qualifications.

**15.04.070 Section 501.2 amended—Address identification.**

Section 501.2 of the CBC is amended to read as follows:

**Section 501.2 Address Identification.** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: minimum three inches (3") high with a one-half inch ( $\frac{1}{2}$ ") stroke for individual suites and apartments, minimum four inches (4") high with a one-half inch ( $\frac{1}{2}$ ") stroke for residential buildings, minimum eight inches (8") high with a one-half inch ( $\frac{1}{2}$ ") stroke for commercial, multi-residential buildings, and industrial buildings. Additional numbers shall be required where deemed necessary by the building official or fire code official, such as rear access doors, building corners, and entrances to commercial centers. The building official or fire code official may require larger address numbers based on visibility and the needs of emergency response personnel.

**15.04.080 Section 1505.1.5 of Chapter 15 added—Wood Shake or Shingle Roofs Prohibited.**

Section 1505.1.5 is added to read as follows:

**1505.1.5** Wood shake and shingle roofs are not permitted except for minor repairs no larger than one roofing square in area.

**15.04.090 Section 3202.5 added —Special Provisions for SP 182.**

Section 3202.5 of the CBC is added to read as follows:

**3202.5 Special Provisions for SP 182.** No part of any structure or any appendage thereto, except signs, shall project beyond the property line of the building site, except as specific in this chapter. Structures or appendages regulated by this code shall be constructed of materials as specified in Section 705. The projection of any structure or appendage shall be the distance measured horizontally from the property line to the outermost point of the projection.

Nothing in this code shall prohibit the construction and use of a structure between buildings and over or under a public way, provided the structure complies with all requirements of this code.

Nothing in this code shall prohibit the construction and use of a structure over a public way, provided that the structure is located in the area known as special development area No. 9, regulated by specific plan 182, and is located on Main Street between Ballantyne Street/Avocado Avenue on the east and Chambers Street on the west, and further, where the structure constructed over a public way is the second story of the structure, extends not more than twelve feet, maintains a minimum eight-foot headroom clearance over the public way, except for support elements, which may bear and reside on public property; further provided that the overhanging portion of the structure shall (1) incorporate sprinkler protection of the public way and be in accordance with the provisions of Chapter 9 of this code and the applicable sections of NFPA 13, and (2) incorporate engineering standards consistent with the provisions for essential services as categorized by Section 1604A.5 and Table 1604A.5 of this code; further, provided that any such structure constructed over a public way is first approved by way of conditional use permit granted by the city council of the city of El Cajon, and meets all other requirements under the El Cajon Municipal Code, including this code.

No provisions of this chapter shall be construed to permit the violation of other laws or ordinances regulating the use and occupancy of public property.

**15.04.100 Section 3302 amended—Construction Safeguards and Dust Control.**

- A. Section 3302 is re-titled-Construction Safeguards and Dust Control.
- B. Section 3302 is amended by adding Section 3302.4 to read as follows:

**3302.4 Dust Control.** Dust shall be controlled on construction sites by approved methods so as to protect the health, safety, and welfare of the public.

**15.04.110 Public nuisance.**

A violation of any provision of the California Building Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

**15.04.120 Violation-Penalty.**

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain any building or structure, or cause the same to be done, contrary to or in violation of the provisions of this chapter.



Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.04 - California Building Code (2016 Ed) 091916

First Reading – 10/25/16 (Item No. 13.1 #A)  
Second Reading – 11/15/16 (Item No. 3.1 #A)

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING SECTION 15.20.010 OF  
CHAPTER 15.20 OF TITLE 15 OF THE  
EL CAJON MUNICIPAL CODE; ADOPTING THE  
CALIFORNIA ELECTRICAL CODE, 2019 EDITION,  
AS AMENDED, BY REFERENCE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Electrical Code, 2019 Edition, with such modifications as set forth in Chapter 15.20 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Electrical Code be modified as set forth herein.

SECTION 3: Section 15.20.010 of Chapter 15.20 of Title 15 of the El Cajon Municipal Code is hereby repealed.

SECTION 4: A new section 15.20.010 of Chapter 15.20 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.20 CALIFORNIA ELECTRICAL CODE**

**15.20.010 California Electrical Code, 2019 Edition—Adopted by reference.**

The California Electrical Code, 2019 Edition, as published by the International Code Council, is adopted as the electrical code of the city (the “electrical code”), except as hereinafter modified, amended, repealed or deleted, and is by this reference made a part hereof as though fully set out herein.

The requirements of the electrical code shall apply to all residential, commercial and industrial electrical installations. All electrical installations that are under the jurisdiction of the California Division of Industrial Safety shall also comply with the requirements of the electrical safety orders of the Department of Industrial Relations of the state of California.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.20 - California Electrical Code (2019 Ed) 092319

1<sup>st</sup> Reading – 10/08/19  
2<sup>nd</sup> Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.48 OF TITLE 15  
OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE  
CALIFORNIA MECHANICAL CODE, 2019 EDITION,  
AS AMENDED, BY REFERENCE; AND  
ADOPTING A NEW CHAPTER 15.48 TO TITLE 15  
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Mechanical Code, 2019 Edition, with such modifications as set forth in Chapter 15.48 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Mechanical Code be modified as set forth herein.

SECTION 3: Chapter 15.48 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.48 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.48 CALIFORNIA MECHANICAL CODE**

**15.48.010 California Mechanical Code, 2019 Edition—Adopted by reference.**

The California Mechanical Code, 2019 Edition, including Appendix Chapters B, C, and D, as published by the International Code Council, as the mechanical code of the city (the “mechanical code”), regulating the complete installation and maintenance of heating, ventilating, comfort cooling and refrigeration systems in the city, and providing for the issuance of permits and collection of fees therefore. Each and all of such regulations, provisions, penalties, conditions and terms of the California Mechanical Code, 2019 Edition, are referred to, adopted, and made a part of this chapter as though fully set forth in this chapter, excepting such portions as are deleted, modified, added or amended by

this chapter. The mechanical code is hereinafter referred to as the “CMC,” and one copy is on file in the office of the city clerk.

**15.48.020 Interpretation.**

The language used in this chapter and in the California Mechanical Code is intended to convey the common and accepted meaning familiar to the construction industry. The building official is authorized to determine the intent and meanings of any provisions of the mechanical code.

**15.48.030 Liability unaffected by chapter.**

The CMC shall not be construed to relieve from or lessen the responsibility of any party owning, operating, controlling or installing any plumbing, piping, fixtures, appliances or materials for damage to persons or property caused by any defect therein, nor shall the City or any officer or employee thereof enforcing this code be held as assuming any such liability by reason of the inspections authorized herein in accordance with the provisions of this chapter.

**15.48.040 Section 104.3.2 Amended—Plan Review Fees.**

The third and fourth paragraphs of section 104.3.2 of the CMC are amended to read as follows:

The plan review fees specified in this subsection are separate fees from permit fees specified in the City of El Cajon Schedule of Miscellaneous Fees and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate as specified on the City’s fee schedule.

**15.48.050 Section 104.5 Amended, Table 104.5 deleted—Fees.**

Section 104.5 of the CMC is amended to read as follows:

**104.5 Fees.** The permit fees for all Building and Fire Safety Division transactions of the city of El Cajon shall be set by the city council by resolution, and may be amended from time to time, to be listed in the City of El Cajon Schedule of Miscellaneous Fees.

Table 104.5 of the CMC is deleted.

**15.48.060 Division II Section 107 Amended—Board of Appeals**

Division II section 107.1 of the CMC is amended to read as follows:

**107.1 Board of Appeals.** Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the mechanical code as adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

**15.48.070 Public nuisance.**

A violation of any provision of the California Mechanical Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

**15.48.080. Violation-Penalty.**

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.48 - California Mechanical Code (2019 Ed) 092319

1<sup>st</sup> Reading – 10/08/19  
2<sup>nd</sup> Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.52  
OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE;  
ADOPTING THE CALIFORNIA PLUMBING CODE,  
2019 EDITION, AS AMENDED, BY REFERENCE; AND  
ADDING A NEW CHAPTER 15.52 TO TITLE 15  
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Plumbing Code, 2019 Edition, with such modifications as set forth in Chapter 15.52 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Plumbing Code be modified as set forth herein.

SECTION 3: Chapter 15.52 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.52 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.52 CALIFORNIA PLUMBING CODE**

**15.52.010 California Plumbing Code, 2019 Edition—Adopted by reference.**

The California Plumbing Code, 2019 Edition, including, Appendix A and Appendix B, as published by the International Code Council, is adopted as the plumbing code of the city (the “plumbing code”), establishing requirements, rules and standards for plumbing installations and materials, providing for the issuance of permits and the collection of fees. Each and all of such regulations, provisions, penalties, conditions and terms of the California Plumbing Code, 2019 Edition, are referred to, adopted, and made a part of this chapter as though fully set forth in this chapter, excepting such portions as are deleted, modified, added or amended by this chapter. The California Plumbing Code

is referred to in this chapter as the “CPC,” and one copy is on file in the office of the city clerk.

**15.52.020 Interpretation.**

The language used in this chapter and in the CPC is intended to convey the common and accepted meaning familiar to the plumbing industry. The building official is authorized to determine the intent and meanings of any provisions of the plumbing code.

**15.52.030 Liability unaffected by chapter.**

This chapter shall not be construed to relieve from or lessen the responsibility of any party owning, operating, controlling or installing any plumbing, piping, fixtures, appliances or materials for damage to persons or property caused by any defect therein, nor shall the city or any officer or employee thereof enforcing the plumbing code be held as assuming any such liability by reason of the inspections authorized in this chapter in accordance with the provisions of this chapter.

**15.52.040 Division II, Section 104.3.2 amended—Plan Review Fees.**

The third and fourth paragraphs of section 104.3.2 of the CPC are amended to read as follows:

The plan review fees specified in this subsection are separate fees from permit fees specified in the City of El Cajon Schedule of Miscellaneous Fees and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate as specified on the city’s schedule of fees.

**15.52.050 Division II, Section 104.5 amended—Fees.**

Section 104.5 of the CPC is amended to read as follows:

**104.5 Fees.** The permit fees for all Building and Fire Safety Division transactions of the city of El Cajon shall be set by the city council by resolution, and may be amended from time to time, to be listed in the city of El Cajon Schedule of Miscellaneous Fees.

**15.52.060 Division II, Section 107.1 amended—Board of Appeals.**

Section 107.1 of the CPC is amended to read as follows:

**107.1 Board of Appeals.** Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the plumbing code adopted by the city, shall be heard in accordance with



the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal.

**15.52.070 Public nuisance.**

A violation of any provision of the California Plumbing Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

**15.52.080 Violation-Penalty.**

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.52 - California Plumbing Code (2019 Ed) 092319

1<sup>st</sup> Reading – 10/08/19

2<sup>nd</sup> Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.54 OF  
TITLE 15 OF THE EL CAJON MUNICIPAL CODE;  
ADOPTING THE CALIFORNIA RESIDENTIAL CODE,  
2019 EDITION, AS AMENDED BY REFERENCE;  
AND ADDING A NEW CHAPTER 15.54 TO TITLE 15  
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Residential Code, 2019 Edition, with such modifications as set forth in Chapter 15.54 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Residential Code be amended as set forth herein.

SECTION 3: Chapter 15.54 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.54 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.54 CALIFORNIA RESIDENTIAL CODE**

**15.54.010 California Residential Code, 2019 Edition—Adopted by reference.**

The California Residential Code, 2019 Edition, as published by the International Code Council, excluding section R103 and including appendix chapters H, K, Q, T and V, is adopted by reference as the residential building code of the city (the “residential building code”), for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all residential buildings and structures in the city, providing for the issuance of permits therefore, and each and all such regulations, provisions, penalties, conditions and terms of the California Residential Code, 2019 Edition, are referred to, adopted and made a part of this chapter as though fully set out in

this chapter, excepting such portions as are added, deleted, modified or amended by this chapter. The California Residential Code is referred to in this chapter as the “CRC,” and one copy is on file in the office of the city clerk.

**15.54.020 Section R112.1 amended and Section R112.3 deleted—General.**

Section R112.1 of the CRC is amended to read as follows:

**R112.1 General.** Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Residential Code adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

Section R112.3 Qualifications – Deleted.

**15.54.030 Section Table R301.2(1) amended—Climatic and Geographic Design Criteria.**

Table R301.2(1) of the CRC is amended as follows:

Climatic and Geographic Design Criteria													
Ground Snow Load	Wind Design				Seismic design Category	Subject to Damage From			Winter Design Temp.	Ice Barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp.
	Speed mph	Topographic Effects	Special Wind Region	Wind Borne Debris Zone		Weathering	Frost Line Depth	Termite					
Zero	85	No	No	No	D <sub>1</sub> , D <sub>2</sub>	Negligible	12	No	44	No	(a) 9/23/97 (b) 6/19/97 (c) 6/19/97 1634, 1653, 1654, 1660, 1661, 1662, 1666	0	64

Manual J Design Criteria							
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Design Temperature	Design Temperature Cooling	Heating Temperature Difference
387	32	44°	80°	1	70°	75°	26°
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	
5°	N/A	N/A	69	H	58	68	

**15.54.040 Section R902.2 retitled and amended—Fire-Retardant-Treated Shingles and Shakes Prohibited.**

Section R902.2 of the CRC is retitled as: Wood shake and shingle roofs prohibited

Section R902.2 of the CRC is amended to read as follows:

**R902.2 Wood shake and shingle roofs prohibited.** Wood shake and shingle roofs are not permitted except for minor repairs no larger than one roofing square in area.

**15.54.050 to read as follows: - Public Nuisance**

**15.54.050 Public Nuisance.**

A violation of any provision of the CRC as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of this code.

**15.54.060 to read as follows:**

**15.54.060 Violation-Penalty.**

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code, or any other penalty adopted by the city.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.54 - California Residential Code (2019 Ed) 092319

1st Reading – 10/08/19  
2nd Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.56 OF TITLE 15  
OF THE EL CAJON MUNICIPAL CODE; ADOPTING  
THE CALIFORNIA FIRE CODE, 2019 EDITION, AS  
AMENDED, BY REFERENCE; AND ADDING  
A NEW CHAPTER 15.56 TO TITLE 15 OF  
THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of commercial and residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the city, and incidental matters relating thereto through the adoption of the California Fire Code, 2019 Edition, with such modifications as set forth in Chapter 15.56 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Fire Code be modified as set forth herein.

SECTION 3: Chapter 15.56 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.56 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.56 CALIFORNIA FIRE CODE**

**15.56.010 California Fire Code, 2019 Edition—Adopted by reference.**

The California Fire Code, 2019 Edition, and including Appendix Chapters 4, B, BB, C, CC, D, H, and O, but excluding section 109 and 112.4, as published by the International Code Council, is adopted by reference as the fire code of the city (the “fire code”), for protecting the interests of health, life, and safety as they relate to the use or occupancy of buildings or premises. All of the regulations, provisions, penalties, conditions and terms of the California Fire Code, 2019 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added, deleted, modified or amended by this chapter. The California Fire Code is referred to in this chapter as the “CFC,” and one copy is on file in the office of the city clerk.

**15.56.020 Section 101.1 amended—Title.**

Section 101.1 of the CFC is amended to read as follows:

**101.1 Title.** These regulations will be known as the Fire Code of the City of El Cajon, hereinafter referred to as “this code.”

**15.56.030 Section 105.1.1.1 added—Schedule of Fees.**

Section 105.1.1.1 of the CFC is added to read as follows:

**105.1.1.1 Schedule of fees.** The permit fees for all permits authorized by this code shall be as listed in the City of El Cajon Schedule of Miscellaneous Fees.

**15.56.040 Section 105.3.1 amended—Expiration.**

Section 105.3.1 of the CFC is amended to read as follows:

**105.3.1 Expiration.** An operational permit shall remain in effect until reissued, renewed, or revoked, or for such a period of time as specified in the permit. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within one year, or if the work authorized by such permit is suspended or abandoned for a period of one year or more after the time the work is commenced. The maximum life of any construction permit is three years. If a final inspection is not obtained within the three-year time period, the permit will become invalid and a new permit will be required. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

**15.56.050 Section 109 amended—Board of Appeals.**

Section 109 of the CFC is amended to read as follows:

**Appeals Board.** Appeals to the decisions or determinations made by the building official/fire marshal, or fire code official relative to the application and interpretation of the fire code adopted by the City, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

**15.56.060 Section 202 amended—Definitions.**

Section 202 of the CFC is amended by adding the following definitions:

**Accessory Structure** is a building or structure used to shelter or support any material, equipment, chattel, or occupancy other than a habitable building. (See “Structure” in Section 202 of the California Building Code.)

**Combustible Vegetation** is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure; this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.

**Fire Authority Having Jurisdiction (FAHJ)** is the designated entity providing enforcement of fire regulations as they relate to planning, construction, and development. This entity may also provide fire suppression and other emergency services.

**Fire Department** is any regularly organized fire department, fire protection district, a legally formed volunteer fire department recorded with the County of San Diego, or fire company regularly charged with the responsibility of providing fire protection to the jurisdiction.

**Fire Hazard** is anything that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or anything or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

**Hazardous Fire Area** is any geographic area mapped by the State or local jurisdiction as a high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

**Heavy Timber Construction** as described in the California Building Code.

**Off-site Roadway** is a road, street, public highway, or private road used for fire apparatus access from a publicly maintained road to the boundary of the subject property.

**On-site Roadway** is a road, street, public highway, private road, or driveway used for fire apparatus access within the boundaries of the subject property or land division.

**Planning Authority Having Jurisdiction (PAHJ)** is the identified authority regulating and enforcing planning and/or construction standards.

**Response Time** is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.

**Travel Time** is the estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate, and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

**Vegetation Conflagration** is an uncontrolled fire spreading through vegetative fuels, and exposing and consuming structures in the advancing path of fire.

**15.56.070 Section 503.2.1 amended—Dimensions.**

Section 503.2.1 of the CFC is amended to read as follows:

**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed improved width of not less than twenty (20) feet, except that single family residential driveways not exceeding 150 feet in length from the public right-of-way and serving no more than two single family dwellings, shall have a minimum of sixteen (16) feet unobstructed improved width. Any of the following, which have separated lanes of one way traffic: gated entrances with card readers; guard stations or center medians, are allowed, provided that each lane is not less than fourteen (14) feet wide. All fire apparatus access roads shall have an unobstructed vertical clearance of not less than thirteen feet six inches (13'6"). Vertical clearance or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

**Exception:** Upon approval of the fire code official. Vertical clearance or road width may be reduced as long as the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced, approved signs shall be installed and maintained indicating the amount of vertical clearance.

**15.56.080 Section 503.3.1 added—Fire Lane Designation.**

Section 503.3.1 of the CFC is added to read as follows:

**503.3.1 Fire lane designation.** Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may



designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

**15.56.090 Section 505.1 amended—Premises Identification.**

Section 505.1 of the CFC is amended to read as follows:

**Section 505.1 Address Identification; Address Numbers.** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: minimum three inches (3") high with a one-half inch ( $\frac{1}{2}$ ") stroke for individual suites and apartments, minimum four inches (4") high with a one-half inch ( $\frac{1}{2}$ ") stroke for residential buildings, minimum eight inches (8") high with a one-half inch ( $\frac{1}{2}$ ") stroke for commercial, multi-residential buildings, and industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may require larger address numbers based on visibility and the needs of emergency response personnel.

**15.56.100 Section 5704.2.9.6.1 amended—Location where above-ground tanks are prohibited.**

Section 5704.2.9.6.1 of the CFC is amended to read as follows:

**Location where above-ground tanks are prohibited.** Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited except for zones classified as commercial or industrial.

**15.56.110 Section 5706.2.4.4 amended—Location where above-ground tanks are prohibited.**

Section 5706.2.4.4 of the CFC is amended to read as follows:

**5706.2.4.4 Location where above-ground tanks are prohibited.** Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited except for zones classified as commercial or industrial.

**15.56.120 Section 5806.2 amended—Limitations.**

Section 5806.2 of the CFC is amended to read as follows:

**5806.2 Limitations.** Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited except for zones classified as commercial or industrial.

**15.56.130 Section 6104.2 amended—Maximum capacity within established limits.**

Section 6104.2 of the CFC is amended to read as follows:

**6104.2 Maximum capacity within established limits.** The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of El Cajon except for areas zoned for industrial use.

**15.56.140 Section 15.56.140 added—Public nuisance.**

Section 15.56.140 is added to read as follows:

A violation of any provision of the California Fire Code as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

**15.56.150 Section 15.56.150 added — Violation-Penalty.**

Section 15.56.150 is added to read as follows:

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain any building or structure, or cause the same to be done, contrary to or in violation of the provisions of this chapter.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and subject to the provisions of the general penalty clause as set forth in Section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty (30) days following its passage and adoption.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING CHAPTER 15.60 OF TITLE 15  
OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE  
CALIFORNIA GREEN BUILDING STANDARDS CODE,  
2019 EDITION, AS AMENDED, BY REFERENCE;  
AND ADDING A NEW CHAPTER 15.60 TO TITLE 15  
OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Green Building Standards Code, 2019 Edition, with such modifications as set forth in Chapter 15.60 of the El Cajon Municipal Code.

SECTION 2: Pursuant to Health and Safety Code sections 17958.5 and 17958.7, the City Council makes the following finding:

Local climatic, geographical and topographical conditions, specifically the terrain, rate of population growth, housing and occupancy conditions and needs, and the environment existing in the City of El Cajon constitute conditions which require that the California Green Building Standards Code be amended as set forth herein.

SECTION 3: Chapter 15.60 of Title 15 of the El Cajon Municipal Code is hereby repealed in its entirety.

SECTION 4: A new Chapter 15.60 is hereby added to Title 15 of the El Cajon Municipal Code to read as follows:

**15.60.010 Green Building Standards Code, 2019 Edition—Adopted by reference.**

The California Green Building Standards Code, 2019 Edition, including appendix chapters A4 and A5, as published by the International Code Council, is adopted by reference as the green building code of the city (the “green building code”), for regulating green construction practices in residential and commercial construction. Each and all such regulations, provisions, penalties, conditions and terms of the California Green Building Standards Code, 2019 Edition, are referred to, adopted and made a part of this chapter as though fully set out in this chapter, excepting such portions as are added, deleted, modified or amended by this chapter. The California Green Building Standards Code is referred to in this chapter as the “CGBSC,” and one copy is on file in the office of the city clerk.

**15.60.020 Board of Appeals.**

Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Green Building Standards Code, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal Code.

**15.60.030 Public nuisance.**

A violation of any provision of the CGBSC as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of this code.

**15.60.040 Violation—Penalty.**

Violation-Penalty. Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.60 - California Green Bldg Standards Code (2019 Ed) 092319

1st Reading – 10/08/19  
2nd Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING SECTIONS 15.84.010 AND 15.84.015 OF CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA EXISTING BUILDING CODE, 2019 EDITION, AS AMENDED, BY REFERENCE; AND ADDING NEW SECTIONS 15.84.010 AND 15.84.015 TO CHAPTER 15.84 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of existing buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Existing Building Code, 2019 Edition, with such modifications as set forth in Chapter 15.84 of the El Cajon Municipal Code.

SECTION 2: Sections 15.84.010 and 15.84.015 of Chapter 15.84 of Title 15 of the El Cajon Municipal Code are hereby repealed.

SECTION 3: New sections 15.84.010 and 15.84.015 are hereby added to Chapter 15.84 of Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.84 CALIFORNIA EXISTING BUILDING CODE**

**15.84.010 California Existing Building Code, 2019 Edition—Adopted by reference.**

The California Existing Building Code, 2019 Edition, including appendix chapters A1, A2, A3, and A4, but excluding section 103, and appendix chapter B, as published by the International Code Council, is adopted by reference as the existing building code of the city (the “existing building code”), except as hereinafter modified, amended, repealed or deleted, for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city, when rebuilding or reconstructing a building or structure damaged by emergencies created by seismic activities, winds, floods, conflagrations, or other such disasters, or for retrofitting of existing buildings for soft story or unreinforced masonry construction, and is by this reference made a part hereof as though fully set out herein. The California Existing Building Code, 2019 Edition, is referred to in this chapter as the “CEBC,” and one copy is on file in the office of the city clerk.

**15.84.015 Section 112 Amended – Board of Appeals**

Section 112 of the CEBC is amended to read as follows:

**112. Board of Appeals.** Appeals to the decisions or determinations made by the building official relative to the application and interpretation of the California Existing Building Code adopted by the city, shall be heard in accordance with the board of appeals procedure as outlined in the California Building Code as amended by Chapter 15.04 of the El Cajon Municipal.

SECTION 5: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.84 - California Existing Building Code (2019 Ed) 092319

1<sup>st</sup> Reading – 10/08/19

2<sup>nd</sup> Reading – 10/22/19

ORDINANCE NO. \_\_\_\_

AN ORDINANCE REPEALING SECTIONS 15.88.010, 15.88.020 AND 15.88.030 OF CHAPTER 15.88 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE; ADOPTING THE CALIFORNIA HISTORICAL BUILDING CODE, 2019 EDITION, AS AMENDED, BY REFERENCE; AND ADDING NEW SECTIONS 15.88.010, 15.88.020 AND 15.88.030 OF CHAPTER 15.88 OF TITLE 15 OF THE EL CAJON MUNICIPAL CODE

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

SECTION 1: The purpose of this ordinance is to establish the minimum requirements for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of existing buildings in the City of El Cajon, and maintenance of all buildings and structures within the City, and incidental matters relating thereto through the adoption of the California Existing Building Code, 2019 Edition, with such modifications as set forth in Chapter 15.88 of the El Cajon Municipal Code.

SECTION 2: Sections 15.88.010, 15.88.020 and 15.88.030 of Chapter 15.88 of Title 15 of the El Cajon Municipal Code are hereby repealed.

SECTION 3: New sections 15.88.010, 15.88.020 and 15.88.030 are hereby added to Chapter 15.88 of Title 15 of the El Cajon Municipal Code to read as follows:

**Chapter 15.88 CALIFORNIA HISTORICAL BUILDING CODE**

**15.88.010 California Historical Building Code, 2019 Edition—Adopted by reference.**

The California Historical Building Code, 2019 Edition as published by the International Code Council, is adopted by reference as the historical building code of the city (the “historical building code”), except as hereinafter modified, amended, repealed or deleted, for regulating the construction, erection, enlargement, repair, removal, demolition, occupancy, equipment, use, height, area and maintenance of all historical buildings and structures in the city, and is by this reference made a part hereof as though fully set out herein. The California Historical Building Code, 2019 Edition, is referred to in this chapter as the “CHBC,” and one copy is on file in the office of the city clerk.

### **15.88.020 Public Nuisance**

A violation of any provision of the CHBC as adopted and amended by this chapter is deemed to be a public nuisance and may be abated in accordance with Chapter 1.16 of the El Cajon Municipal Code.

### **15.88.030 Violation Penalty**

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, remove, improve, convert or demolish, equip, use, occupy, or maintain any building or structure, or cause the same to be done, contrary to or in violation of the provisions of this chapter.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code, or any other penalty adopted by the City.

SECTION 2: This ordinance shall be effective thirty days following its passage and adoption.

ECMC 15.88 - California Historical Building Code (2019 Ed) 092319

1<sup>st</sup> Reading – 10/08/19

2<sup>nd</sup> Reading – 10/22/19





City Council  
Agenda Report

**Agenda Item 22.**

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Cortez, City Clerk  
**SUBJECT:** Approve Zone Reclassification No. 2327 - Shadow Mountain Residential Subdivision

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**RECOMMENDATION:**

That Mayor Wells requests the City Clerk to recite the title.

An Ordinance Rezoning Property Located on the South and North sides of East Madison Avenue between Greenfield and Granite Hills Drives from the RS-20 (Single-Family Residential, Minimum 20,000 Sq. Ft. Lots) to the RS-14 (Single-Family Residential, Minimum 14, 000 Sq. Ft. Lots); APNS 508-120-18 and 512-130-35; Pending General Plan Designation: Low Low Density Residential (LLR).

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Attachments

Ord - 5087 - ZR 2327

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ORDINANCE NO. 5087

AN ORDINANCE REZONING PROPERTY LOCATED ON THE SOUTH AND NORTH SIDES OF EAST MADISON AVENUE BETWEEN GREENFIELD AND GRANITE HILLS DRIVES FROM THE RS-20 (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE FEET LOTS) TO THE RS-14 (SINGLE-FAMILY RESIDENTIAL, MINIMUM 14,000 SQUARE FEET LOTS); APNS 508-120-18 AND 512-130-35; PENDING GENERAL PLAN DESIGNATION: LOW LOW DENSITY RESIDENTIAL (LLR)

WHEREAS, the City Council held a duly advertised public hearing on September 24, 2019, to consider the Shadow Mountain Residential Subdivision project and Zone Reclassification No. 2327, a request to rezone the property from the RS-20 (Single-family residential, minimum 20,000 square feet lots) to the RS-14 (Single-family residential, minimum 14,000 square feet lots) for the proposed project; and

WHEREAS, the City Council reviewed and considered the proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act (CEQA), and adopted Resolution No. 090-19; and

WHEREAS, the City Council considered the proposed General Plan Amendment to change the land use designation from Parochial School (P) to Low Low Density Residential (LLR) for the proposed project and adopted Resolution No. 091-19; and

WHEREAS, at the public hearing the City Council received evidence through public testimony and comment, in the form of both verbal and written communications and reports prepared and presented to the City Council.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

Section 1. Based upon the record as a whole, the City Council hereby makes the following findings:

- A. The rezoning of the properties is consistent with the Low Low Density Residential land use as indicated in the General Plan Zoning Consistency Chart. Furthermore, the proposed zone would provide for the utilization of this underutilized property for residential uses and with development standards compatible with the surrounding neighborhood. The rezone would facilitate the development of the site for residential uses in conformance with Housing Element policies to increase the number of housing units available to all income levels.
- B. The property is governed by Specific Plan No. 523, which will be amended to remove the properties from the specific plan.

- C. The proposed zone change will facilitate the development of an underutilized property with additional residential units to create more housing opportunities, which will also assist the City in meeting its share of regional housing needs.

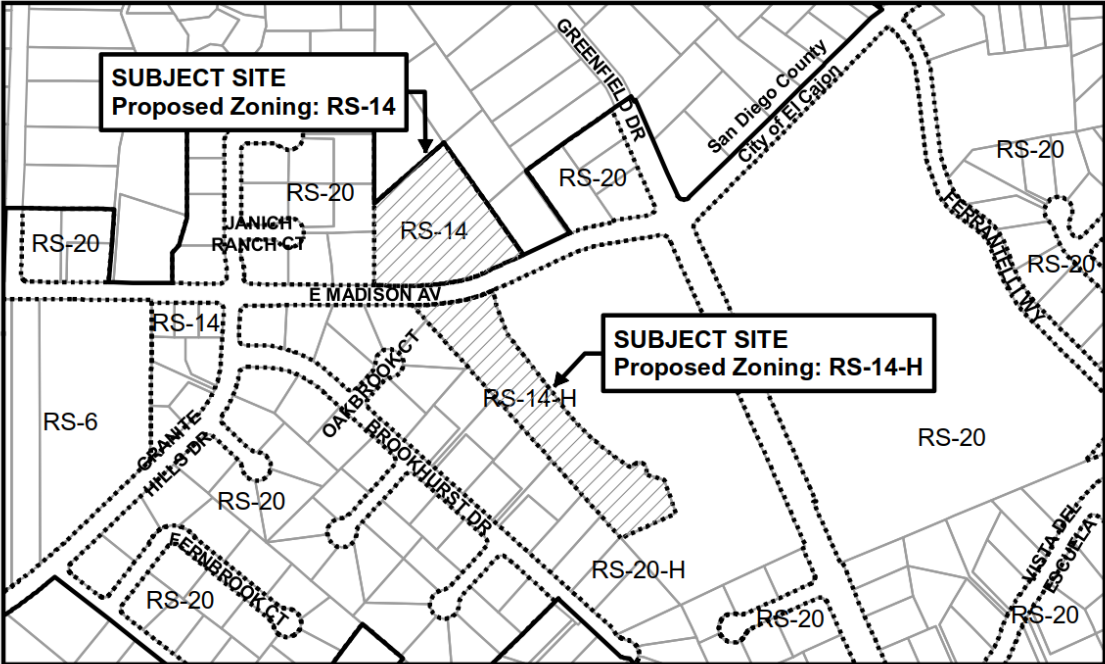
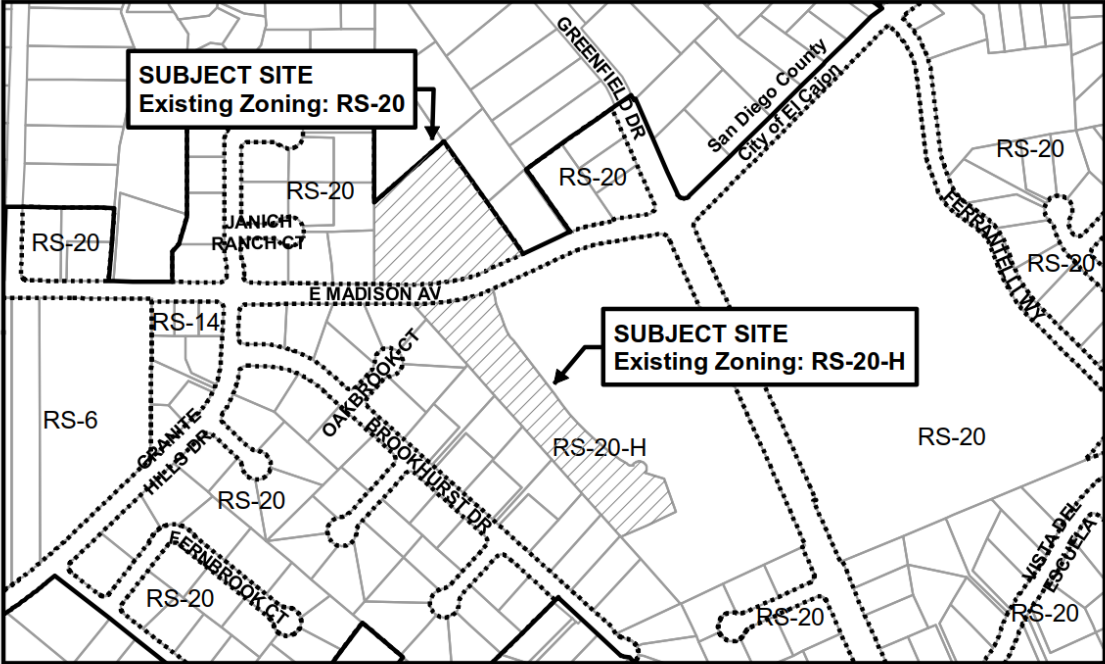
Section 2. The City Council hereby rezones the subject property on the north side of East Madison Avenue from the RS-20 to the RS-14 zone and the property on the south side of East Madison Avenue from RS-20 Hillside Overlay to RS-14 Hillside Overlay as shown in Exhibit "A," and subject to the condition that this zone reclassification shall become null and void if the accompanying Tentative Subdivision Map No. 670 is not recorded within the time frame permitted under the Subdivision Map Act.

Section 3. This ordinance shall become effective thirty (30) days following its passage and adoption.

09/24/19 CC Agenda – 1<sup>st</sup> Reading  
10/08/19 CC Agenda – 2<sup>nd</sup> Reading

Ord – Shadow Mountain ZR 2327 091219

**Exhibit "A"**  
**Zone Reclassification No. 2327**





City Council  
Agenda Report

**Agenda Item 23.**

**DATE:** October 8, 2019  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Cortez, City Clerk  
**SUBJECT:** Amendment of Specific Plan No. 523 - Shadow Mountain Residential Subdivision

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**RECOMMENDATION:**

That Mayor Wells requests the City Clerk to recite the title.

An Ordinance Amending Specific Plan No. 523 to Remove Two Excess Properties Located on the South and North Sides of East Madison Avenue between Greenfield and Granite Hills Drives From the Shadow Mountain Community Church Specific Plan.

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Attachments

Ord - 5088 - SP 523

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ORDINANCE NO. 5088

AN ORDINANCE AMENDING SPECIFIC PLAN NO 523 TO REMOVE TWO EXCESS PROPERTIES LOCATED ON THE SOUTH AND NORTH SIDES OF EAST MADISON AVENUE BETWEEN GREENFIELD AND GRANITE HILLS DRIVES FROM THE SHADOW MOUNTAIN COMMUNITY CHURCH SPECIFIC PLAN

WHEREAS, the City Council held a duly advertised public hearing on September 24, 2019, to consider the Shadow Mountain Residential Subdivision project and Amendment to Specific Plan (SP) No. 523, a request to remove two (2) properties from the Shadow Mountain Community Church Specific Plan; and

WHEREAS, the City Council reviewed and considered the proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act (CEQA), and adopted Resolution No. 090-19; and

WHEREAS, the City Council considered the proposed General Plan Amendment No. 2017-03 to change the land use designation from Parochial School (P) to Low Density Residential (LLR) for the proposed project and adopted Resolution No. 091-19; and

WHEREAS, the City Council considered the proposed Zone Reclassification No. 2327 to change the zone from RS-20 to RS-14 and introduced the Ordinance; and

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

- A. The proposed amendment to Specific Plan No. 523 will remove two (2) properties from the governance of the plan. These two (2) properties are no longer needed for the Shadow Mountain Church campus. The proposal to remove the properties is part of a larger request to allow for the development of these properties consistent with surrounding low density residential uses.
- B. The removal of these properties from the specific plan will allow for future development of the properties consistent with surrounding low density residential planned land use. The provision of additional housing opportunities implements Goal 5 of the General Plan which promotes the provision of housing of all types.

WHEREAS, after considering such evidence and facts, the City Council did consider the Amendments to SP 523 as presented at its meeting.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

SECTION 1. That the foregoing recitals are true and correct, and are findings of fact of the City Council in regard to this Amendment to SP 523.

SECTION 2. That based upon said findings of fact, the City Council approves Amendment to SP 523, in accordance with the attached Exhibit "A," incorporated herein by reference as if fully set forth.

09/24/19 CC Agenda – 1<sup>st</sup> Reading  
10/08/19 CC Agenda – 2<sup>nd</sup> Reading

Ord – Shadow Mountain SP 523 091219

# EXHIBIT "A"

## SHADOW MOUNTAIN COMMUNITY CHURCH SPECIFIC PLAN

### Section 1. Purpose and Intent

The goal of the Shadow Mountain Community Church Specific Plan is to place existing and future educational and religious facilities under a single entitlement for ~~three-two~~ sites by identifying appropriate land uses, development standards, and amendment procedures. The Specific Plan implements General Plan policies calling for the City to recognize that religious facilities and activities are a significant, integral part of the community and as a result, the City will consider religious land uses anywhere in the City subject to establishing compatibility with surrounding uses.

### Section 2. Specific Plan Area

The Specific Plan governs ~~three-two~~ non-contiguous, but related sites that total ~~54.3249.84~~ acres and are managed, owned and operated by Shadow Mountain Community Church. Each site is named based on its cardinal direction. The East campus is the most prominent site with the greatest amount of development and activity and is located at the southeast corner of Greenfield Drive and East Madison Avenue. It is approximately 32.31 acres in size. The West campus is located on the southwest corner of Greenfield Drive and East Madison Avenue. It includes classroom and dormitory buildings and is ~~18.5514.06~~ acres in size. ~~The North campus is currently used as a single-family residence, is approximately 3 acres, and located on the north side of East Madison Avenue approximately 590 feet from the intersection of East Madison Avenue and Greenfield Drive.~~

### Section 3. Authority and Scope

This Specific Plan is established by the El Cajon City Council in accordance with Chapter 17.70 of the *El Cajon Municipal Code (ECMC)*, which establishes Specific Plans as an authorized mechanism for regulating land use and development in the City; and as enabled by the State of California Government Code Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457.

This Specific Plan implements the broad policies established in *The City of El Cajon General Plan* to guide growth and change in El Cajon, and is consistent with the General Plan. The development and design standards, and permitted uses contained within this Specific Plan replaces all previous land use and development regulations contained within the *ECMC* for the subject sites.

### Section 4. CEQA



Adoption or amendment of a Specific Plan constitutes a project under the California Environmental Quality Act (CEQA). If the initial environmental review shows that the proposed or amended plan could significantly affect the environment, the jurisdiction must prepare an environmental impact report (EIR). Pursuant to CEQA, an addendum to Final Environmental Impact Report No. 77 (EIR No. 77) was prepared as part of the Specific Plan approval process.

FEIR No. 77 was certified for the Master Plan in 2004 by the City Council on October 12, 2004, by City Resolution No. 203-04. The FEIR addressed the possible environmental impacts resulting from the approval of an amendment to the General Plan Land Use Map, the adoption of the Master Plan for the expansion of existing religious and educational facilities, and the development of a six-lot residential subdivision.

The FEIR identified potentially significant environmental impacts related to traffic and noise. All other impacts were determined to be less than significant. However, the FEIR concluded that potential traffic and noise impacts would be reduced to a level that is considered less than significant through the adoption of mitigation measures that would avoid or substantially lessen significant impacts. All mitigation measures from the 2022 Master Plan FEIR have been incorporated into this Specific Plan.

As described in the addendum, there are no new significant impacts or substantial increases in the severity of any previously identified significant impacts that would result from changes proposed by the project or related to changes in circumstances related to the project and project area. Moreover, no substantial new information that was not known and could not have been known in 2004 and which could result in a new significant impact, a more severe significant impact, or feasible mitigation measures has been identified as a consequence of the modification to the Master Plan.

Furthermore, there are no new or more severe significant impacts than were previously addressed in the certified FEIR for the Shadow Mountain Church 2022 Master Plan. Mitigation measures included as part of FEIR have been incorporated in this Specific Plan and are attached as Exhibit A.9. Moreover, they will be included as requirements on development projects within the Specific Plan area.

All subsequent approvals necessary to develop property within the Specific Plan Area must be consistent with this Specific Plan. Additional environmental documentation may be required in the future if significant changes are found to have occurred pursuant to CEQA guidelines.

**Section 5. Amendments to this Specific Plan**

Specific Plan Amendments shall be made through the provisions found in the ECMC; specifically, Chapters 17.57, 17.63 and 17.70.

The City Council may at any time, after holding a properly noticed public hearing, at which time the applicant may appear and object under applicable law to any potential repeal or modification of the conditions of approval, and after considering testimony as to the operation of the approved uses, repeal this Specific Plan, or modify the plan with additional conditions as it deems necessary to ensure that the approved uses continue to be compatible with surrounding properties and continue to be operated in a manner that is in the best interest of public convenience and necessity and will not be contrary to the public health, safety or welfare.

**Section 6. Appeal**

Any decision by the Planning Manager may be appealed to the Planning Commission, upon receipt of a written request for a hearing, in accordance with the provisions of ECMC Chapter 17.30. The Planning Manager shall schedule any appeal for the next available Planning Commission meeting based on notice times and agenda availability.

**Section 7. Severability**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted the Specific Plan and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more of the sections subsections, sentences, clauses or phrases may be declared invalid.

**Section 8. Permitted Uses and Student Enrollment Capacities**

*8.1 East Campus*

- a) Church administration
- b) Education – preschool, elementary, junior and senior high schools, and associated activities
- c) Religious assembly
- d) Church ministries and related administrative activities
- e) Religious education

- f) Children's nursery
- g) Maximum student enrollment capacity is 900 (This includes the preschool and junior and senior high schools only)

**8.2 West Campus**

- a) College
- b) Seminary
- c) Library
- d) School administration
- e) Chapel
- f) Student center
- g) Dormitories
- h) Maximum student enrollment capacity is 1,700
- i) Existing wireless communications facilities under separate permits
  - a. Wireless communications permits shall be amended prior to the demolition of any affected structures or buildings
  - b. Demolition of existing structures does not convey any rights for temporary operation of entitled wireless facilities

**8.3 North Campus**

- ~~a) Elementary school~~
- ~~b) School recreation facilities~~
- ~~c) School administrative offices~~
- ~~d) Maximum student enrollment capacity is 400~~

**Section 9. Development Standards**

**9.1 Right of Continued Use**

Nothing contained in this section shall require any change in any existing building or structure for which a previous entitlement application was approved, or in any building or structure for which a building permit was approved and finalized prior to the effective date of this ordinance. Changes in the ownership of properties affected by this ordinance shall require no change in any existing building or structure

### 9.2 *New Construction, Additions and Exterior Renovations*

The policies contained within this section shall apply to new construction, including additions or exterior renovations to existing structures, as further specified below:

- a) Additions to existing buildings including renovations or enlargements shall apply to new floor area and may require a minor amendment in accordance with ECMC Chapter 17.57, or an amendment to this specific plan in accordance with ECMC Chapter 17.70
- b) Exterior improvements or renovations (not additions or replacement) to existing buildings are subject to the architectural guidelines in ECMC Chapter 17.180 and may be approved by substantial conformance review in accordance with ECMC Chapter 17.63
- c) Improvements and additions to existing buildings that increase nonconformities are not permitted

### 9.3 *Approved Buildings, Structures and Architecture*

#### *East Campus*

- a) All existing buildings and structures, except for the college dormitories, as shown on Specific Plan No. 523 site plans, including a math and science building (38,000 sq. ft.), a pedestrian overpass across Greenfield Drive that connects the East and West campuses, a maintenance building addition (2,800 sq. ft.) and a student services building addition (1,300 sq. ft.)
- b) An 112,000-square foot Generations Building labeled as Building G on the Specific Plan site plans and corresponding approved elevations as shown in attached Exhibit A.2
- c) Exterior design details of buildings approved but not yet constructed shall be reviewed and approved prior to building permit issuance by substantial conformance review in accordance with ECMC Chapter 17.63

*West Campus*

- a) New college facilities totaling 223,071 square feet, including a library, student facilities, classroom buildings, administrative offices, dormitories, a chapel and a student center as shown on the Specific Plan site plans
- b) Approved building architecture, common areas, and building placement as shown in attached Exhibits A.1 and A.2

*North Campus*

- ~~a) A 39,000 square foot two story building with classrooms and administrative offices~~
- ~~b) Outdoor recreation areas~~
- ~~c) Courtyards~~
- ~~d) Approved building architecture, common areas, and building placement as shown in attached Exhibit A.1 and A.2~~

**9.4 Circulation and Parking**

New parking areas with increases in capacity for each campus, circulation and driveway locations are shown on the Specific Plan site plans. There shall be no changes to the number of parking spaces, circulation design, and driveway locations unless approved through amendment provisions contained in the ECMC. The total number of parking spaces for each campus is the following:

- a) East: 1,2125 spaces
- b) West: 58899 spaces
- ~~c) North: 46 spaces~~

**9.5 Lighting**

All new lighting fixtures in parking lots shall be reduced in height or otherwise shielded from neighboring residential properties. Moreover, the submittal of lighting plans shall be required for all future improvements with light standard heights, intensities, locations, and include light reduction strategies to eliminate light spilling onto adjacent residential properties. Additionally, all new lighting elements proposed either on existing or future buildings, or in existing or

proposed parking lots, must be designed in concert with the overall project theme

*9.6 Building Heights, Setbacks, Lot Coverage, Etc.*

All development standards applicable to each campus and not specifically mentioned in Section 9, are as per Exhibits A.1 and A.2 attached to this Specific Plan

**Section 10. Conditions of Approval**

- a) Prior to the second reading of this Specific Plan the applicant shall submit and obtain approval of revised, mylar site plans and elevations that reflects the following specific notes and changes:
  - i. The revised site plans shall show a 6-foot high masonry block wall on the southerly property line on the East campus beginning from 20 feet on the Greenfield Drive property line for a linear distance of approximately 600 feet. The exact ending point shall be where there is a substantial grade difference of at least 6 feet between parking lot P4 and the residential properties to the south
  - ii. The revised site plans shall reflect the applicable comments and include all of the required notes from the Public Works Dept. attached to this Specific Plan as Exhibit A.4 and dated 04-18-13, 08-24-04 and 03-11-03
  - iii. The revised site plans shall reflect the applicable comments listed in the Building comments from the Building and Fire Safety Division attached to this Specific Plan as Exhibit A.5 and dated 04-19-13
  - iv. The revised site plans shall reflect the applicable comments and include all of the required notes listed in the Fire comments from the Building and Fire Safety Division attached to this Specific Plan as Exhibit A.6 and dated 04-19-13
  - v. The revised site plans shall reflect the applicable comments from the Helix Water District attached to this Specific Plan as Exhibit A.7 and dated 04-11-13
  - vi. The revised site plans shall reflect the applicable comments from San Diego Gas and Electric attached to this Specific Plan as Exhibit A.8 and dated 04-08-13

- b) Prior to the issuance of any building permit for any structure for any campus and the completion of any phase, or as determined by the Planning Manager, the applicant shall comply with applicable mitigation measures as indicated in the certified FEIR No. 77 as shown in Table S.1 and attached as Exhibit A.9
- c) Prior to the issuance of building permits, or as otherwise determined by the Planning Manager, the applicant shall complete the following:
  - i. The applicant shall comply with all the conditions listed in the "Standard Conditions of Development" adopted by the Planning Commission by Planning Commission Resolution No. 10649 and labeled Exhibit A.3 as applicable
  - ii. Submit a lighting plan in accordance with ECMC Section 17.130.150. The plan shall include the location of all external lighting elements and their respective design. Planning Division approval of the plan is required before building permit issuance
  - iii. The approved building material types and colors of all exterior elevations shall be shown on the construction drawings submitted for building permits and shall be in substantial conformance with the materials approved by the City Council
  - iv. Comply with the Public Works Department comments attached to this Specific Plan as Exhibit A.4 and dated 04-18-13, 08-24-04, & 03-11-03, to the satisfaction of the Deputy Director of Public Works and the Planning Manager
  - v. Comply with the building comments from the Building and Fire Safety Division attached to this Specific Plan as Exhibit A.5 and dated 04-19-13
  - vi. Comply with the fire comments from the Building and Fire Safety Division attached to this Specific Plan as Exhibit A.6 and dated 04-19-13
  - vii. Comply with the comments from the Helix Water District attached to this Specific Plan as Exhibit A.7 and dated 04-11-13
  - viii. Comply with the comments from San Diego Gas and Electric attached to this Specific Plan as Exhibit A.8 and dated 04-11-13
  - ix. Obtain approval of a Landscape Documentation Package (LDP) in conformance with the requirements of Chapter 17.195 of the Zoning Code, and consistent with the guidelines provided in the City of El Cajon Landscape Design Manual

- d) All improvements shall comply with the Standard Conditions of Development from Planning Commission Resolution No. 10649, as applicable, which are attached as Exhibit A.3
- e) Prior to the granting of occupancy or as otherwise determined by the Planning Manager, all on-site improvements shall be completed or guaranteed in accordance with the approved Specific Plan site plans. In addition, the following items shall be completed and/or inspected:
  - i. Complete the installation of the approved landscaping and irrigation system and obtain approval of a Certificate of Completion
  - ii. Complete the installation of the 6-foot high masonry block wall on the southerly property line as shown on the Specific Plan site plans
  - iii. Satisfy all requirements of the Public Works Department, Building Division, Fire Safety Division, Helix Water District, & San Diego Gas and Electric as indicated in the attached comments

**Section 11. Performance Standards**

- a) Lighting in all campus parking lots and on all buildings, except for security lighting, shall be turned off by 10 PM
- b) All new parking lot lighting elements shall be reduced in height or otherwise directed downward and shielded from adjacent residential properties
- c) The minimum number of striped parking spaces shall be maintained as indicated on the approved Specific Plan site plans
- d) For the ~~North and West~~ campuses only, there shall be no use of a PA system or other amplified notification system
- e) ~~For the North campus only, there shall be no after school activities at the campus site other than standard school-related functions such as parent-teacher conferences or open houses. The addition of any regular after school activities or the installation of playfield lighting will require a formal amendment to this specific plan~~
- f)e) All landscaped areas shall be sufficiently watered and periodically fertilized to establish and maintain healthy growth, and shall be maintained in a neat, litter and weed free condition. All plants shall be pruned and trimmed as necessary, and upon notification by the Planning Division, all plant materials that have died or have failed to show healthy growth shall be replaced by plants of the same or similar species. Replacement by more drought resistant plants may also be



approved. Landscape maintenance shall include regular inspection, adjustment, and repair of the irrigation system, including making seasonal changes to the irrigation controller

~~g)~~f) All uses under this Specific Plan shall be operated in a manner that complies at all times with the performance standards listed in Section 17.115.130 of the ECMC

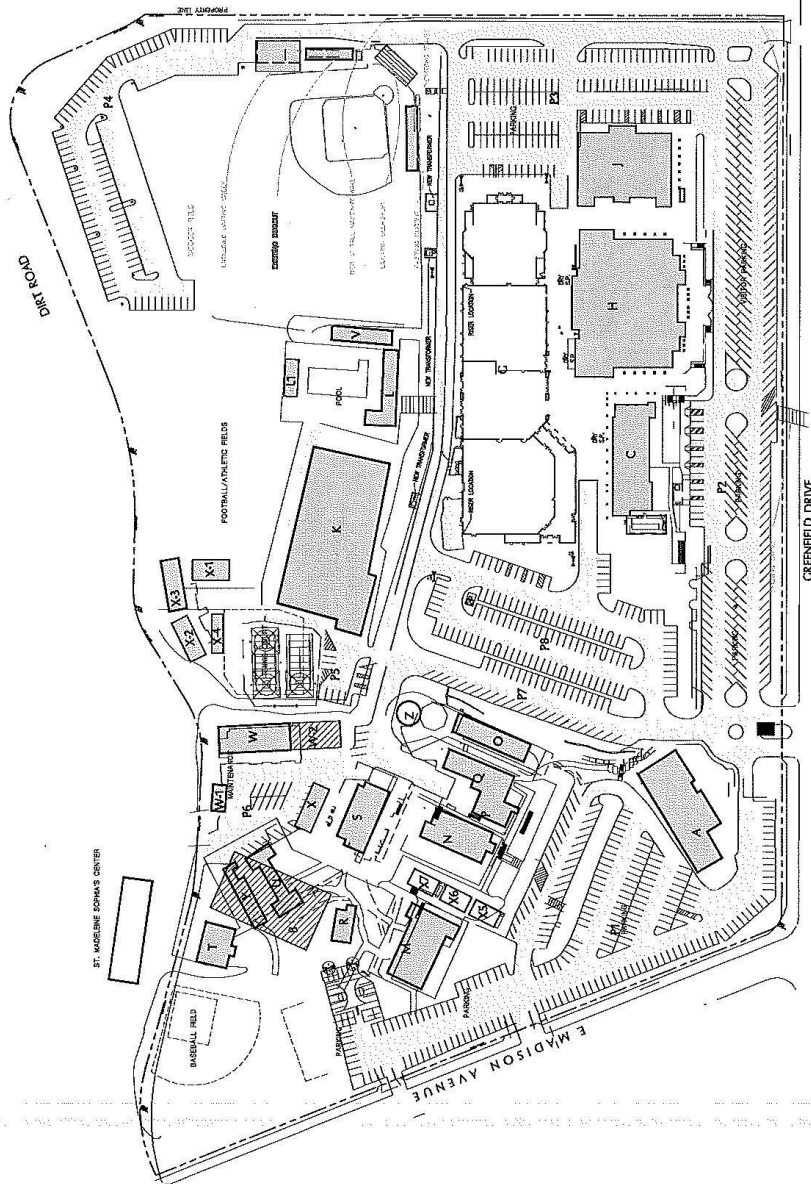
### Section 12. Applicability

Where this Specific Plan is silent in terms of the use and development standards for each site, the underlying zoning district and applicable general zoning regulations shall govern. Furthermore, where a conflict exists between this Specific Plan and the ECMC, this Specific Plan shall prevail.

### Section 13. Attachments

- EXHIBIT A.1 - Reduced Site Plans (Revised 8/29/2019)
- EXHIBIT A.2 - Elevations
- EXHIBIT A.3 - Standard Conditions of Development
- EXHIBIT A.4 - Public Works Department comments dated 04-18-13, 08-24-04, & 03-11-03
- EXHIBIT A.5 - Building & Fire Safety Division, Building comments dated 04-19-13
- EXHIBIT A.6 - Building & Fire Safety Division, Fire comments dated 04-19-13
- EXHIBIT A.7 - Helix Water District comments dated 04-13-13
- EXHIBIT A.8 - San Diego Gas & Electric comments dated 04-08-13
- EXHIBIT A.9 - FEIR No. 77 Mitigation Measures and Reporting Program





**BUILDING LEGEND**

A	100' x 100' FT.
B	100' x 100' FT.
C	100' x 100' FT.
D	100' x 100' FT.
E	100' x 100' FT.
F	100' x 100' FT.
G	100' x 100' FT.
H	100' x 100' FT.
I	100' x 100' FT.
J	100' x 100' FT.
K	100' x 100' FT.
L	100' x 100' FT.
M	100' x 100' FT.
N	100' x 100' FT.
O	100' x 100' FT.
P	100' x 100' FT.
Q	100' x 100' FT.
R	100' x 100' FT.
S	100' x 100' FT.
T	100' x 100' FT.
U	100' x 100' FT.
V	100' x 100' FT.
W	100' x 100' FT.
X1	100' x 100' FT.
X2	100' x 100' FT.
X3	100' x 100' FT.
Y	100' x 100' FT.
Z	100' x 100' FT.

**PROJECT DATA**

East County - Shadow Mountain Community Church Master Plan

Phase 1	2011
Phase 2	2012
Phase 3	2013
Phase 4	2014
Phase 5	2015
Phase 6	2016
Phase 7	2017
Phase 8	2018
Phase 9	2019
Phase 10	2020

**PARKING TABLE**

Lot	221
Lot	222
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**SPECIFIC PLAN REQUIREMENTS**

1. The site plan shall show the location of all buildings, parking lots, and other structures on the site.

2. The site plan shall show the location of all easements, including utility easements, and the location of all utility lines.

3. The site plan shall show the location of all setbacks, including front, side, and rear setbacks, and the location of all easements.

4. The site plan shall show the location of all parking spaces, including the location of all parking stalls and the location of all parking aisles.

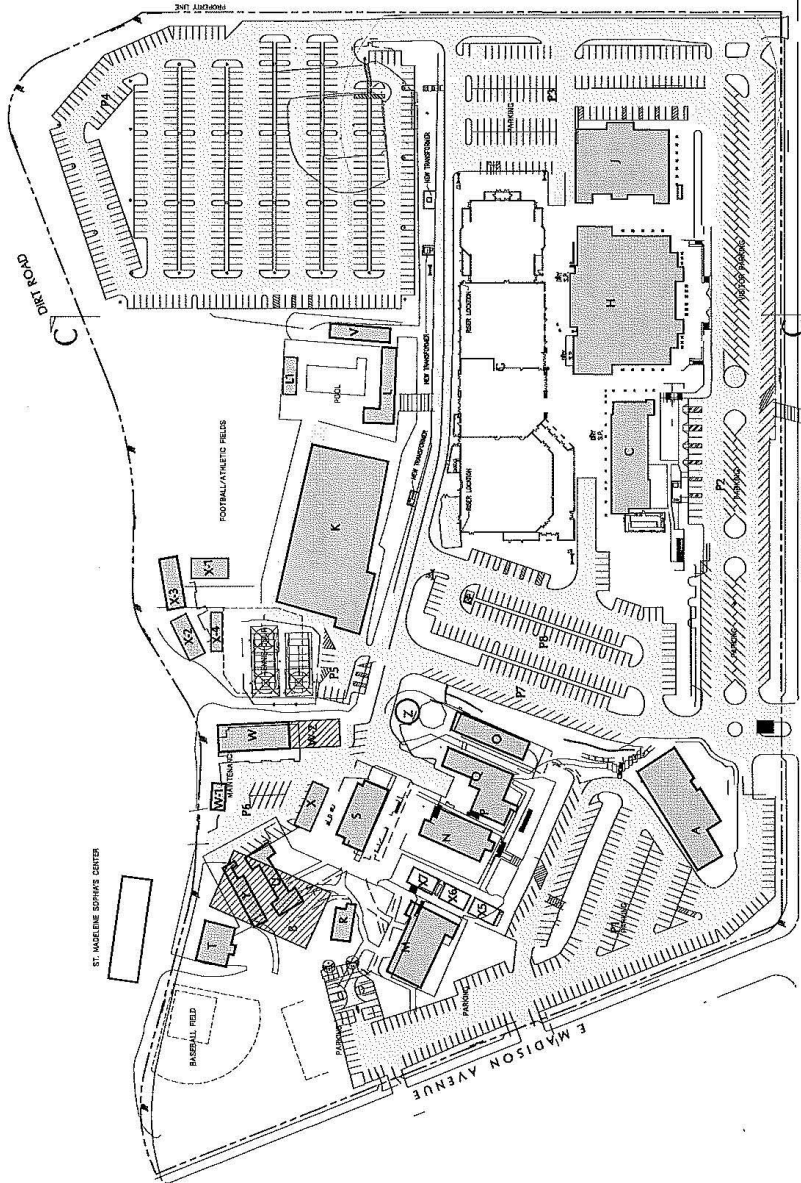
5. The site plan shall show the location of all landscaping, including the location of all trees, shrubs, and other plants, and the location of all lawns and other areas.

6. The site plan shall show the location of all other features, including the location of all fences, walls, and other structures, and the location of all other features.

KENNETH D. SMITH  
ARCHITECTS & ASSOCIATES, INC.  
2400 PENNSYLVANIA  
PHILADELPHIA, PA 19104



EAST COUNTY SITE PLAN PHASE 1  
SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN



**BUILDING LEGEND**

A	REAR OFFICE
B	REAR OFFICE
C	REAR OFFICE
D	REAR OFFICE
E	REAR OFFICE
F	REAR OFFICE
G	REAR OFFICE
H	REAR OFFICE
I	REAR OFFICE
J	REAR OFFICE
K	REAR OFFICE
L	REAR OFFICE
M	REAR OFFICE
N	REAR OFFICE
O	REAR OFFICE
P	REAR OFFICE
Q	REAR OFFICE
R	REAR OFFICE
S	REAR OFFICE
T	REAR OFFICE
U	REAR OFFICE
V	REAR OFFICE
W	REAR OFFICE
X	REAR OFFICE
Y	REAR OFFICE
Z	REAR OFFICE

**PROJECT DATA**

East County - Shadow Mountain Community Church

Phase 1

Phase 2

Site Area: 20.0 Acres

Lot Area: 20.0 Acres

Project: 20.0 Acres

Project: 20.0 Acres

Project: 20.0 Acres

**PARKING TABLE**

Room	Count
Lot A	200
Lot B	200
Lot C	200
Lot D	200
Lot E	200
Lot F	200
Lot G	200
Lot H	200
Lot I	200
Lot J	200
Lot K	200
Lot L	200
Lot M	200
Lot N	200
Lot O	200
Lot P	200
Lot Q	200
Lot R	200
Lot S	200
Lot T	200
Lot U	200
Lot V	200
Lot W	200
Lot X	200
Lot Y	200
Lot Z	200

**SPECIFIC PLAN REQUIREMENTS**

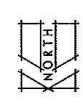
The specific plan requirements for this project are as follows:

1. All buildings shall be constructed in accordance with the applicable building codes of the City of Shadow Mountain.

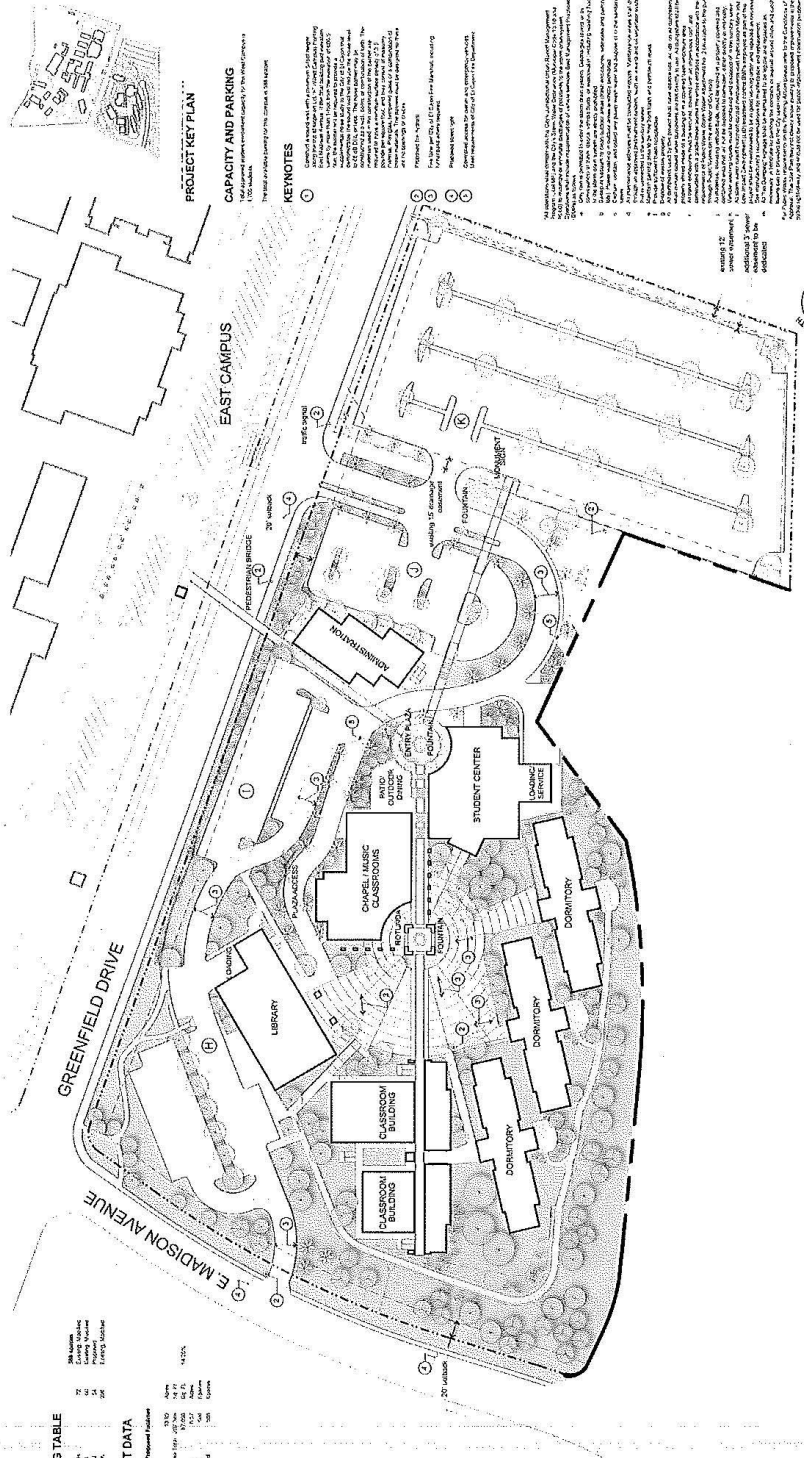
2. All parking spaces shall be constructed in accordance with the applicable parking codes of the City of Shadow Mountain.

3. All sports fields shall be constructed in accordance with the applicable sports field codes of the City of Shadow Mountain.

4. All other requirements shall be as set forth in the applicable codes of the City of Shadow Mountain.



EAST COUNTY SITE PLAN PHASE 2  
SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN



**PARKING TABLE**

28	Medium	12	Small
12	Large	10	Large
10	Large	10	Large
10	Large	10	Large
10	Large	10	Large
10	Large	10	Large

**PROJECT DATA**

Client	Shadow Mountain Community Church
Architect	SHADOW MOUNTAIN ARCHITECTS
Project Name	West Campus Site Plan - College & Seminary
Project Location	1000 S. 1000 E., Provo, UT 84601
Project Status	Final Master Plan
Project Date	2023

**PROJECT KEY PLAN**

**CAPACITY AND PARKING**

**KEYNOTES**

1. See Keynote 1 for details of the building footprint and associated parking spaces.

2. See Keynote 2 for details of the building footprint and associated parking spaces.

3. See Keynote 3 for details of the building footprint and associated parking spaces.

4. See Keynote 4 for details of the building footprint and associated parking spaces.

5. See Keynote 5 for details of the building footprint and associated parking spaces.

6. See Keynote 6 for details of the building footprint and associated parking spaces.

7. See Keynote 7 for details of the building footprint and associated parking spaces.

8. See Keynote 8 for details of the building footprint and associated parking spaces.

9. See Keynote 9 for details of the building footprint and associated parking spaces.

10. See Keynote 10 for details of the building footprint and associated parking spaces.

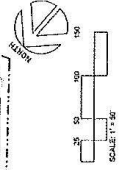
11. See Keynote 11 for details of the building footprint and associated parking spaces.

12. See Keynote 12 for details of the building footprint and associated parking spaces.

13. See Keynote 13 for details of the building footprint and associated parking spaces.

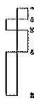
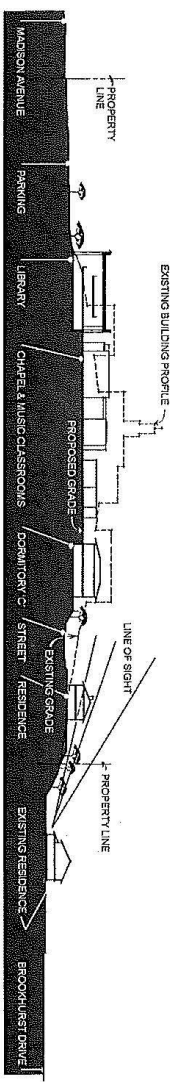
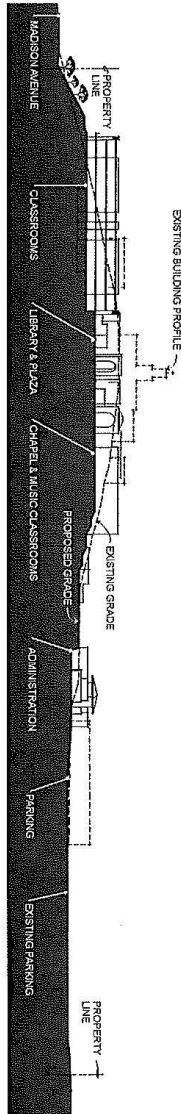
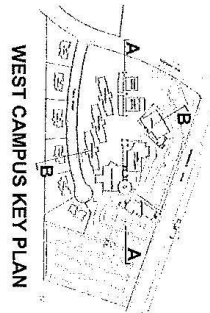
14. See Keynote 14 for details of the building footprint and associated parking spaces.

15. See Keynote 15 for details of the building footprint and associated parking spaces.



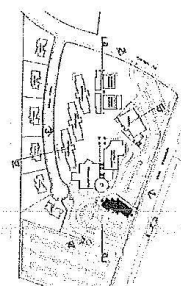
**WEST CAMPUS SITE PLAN - COLLEGE & SEMINARY**  
**SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN**



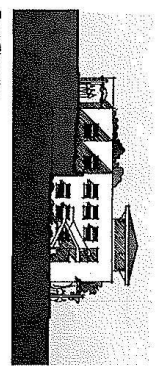


SITE SECTION A-A and SITE SECTION B-B  
 SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS

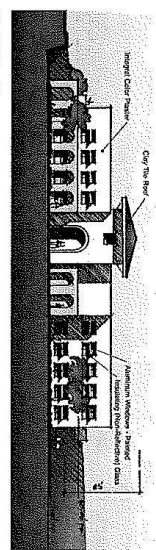




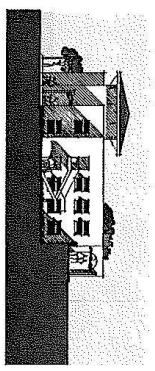
WEST CAMPUS KEY PLAN



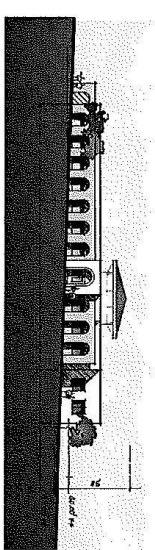
East Elevation



South Elevation



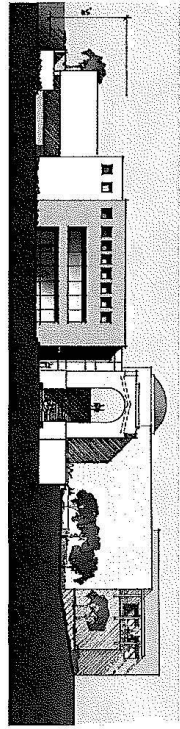
West Elevation



North Elevation

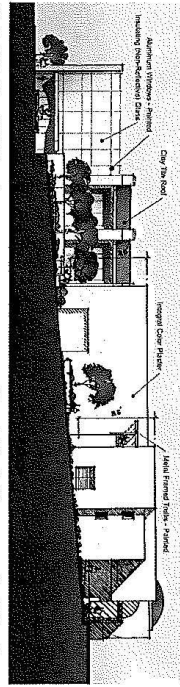
ADMINISTRATION BUILDING - EXTERIOR ELEVATIONS  
 SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS





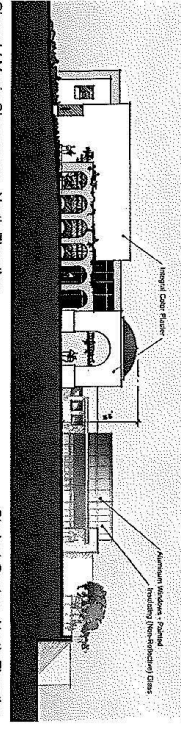
Student Center - South Elevation

Chapel / Music Classrooms - South Elevation



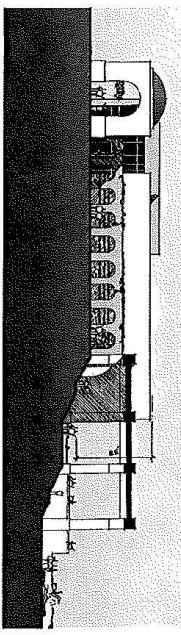
Student Center - East Elevation

Chapel / Music Classrooms - East Elevation

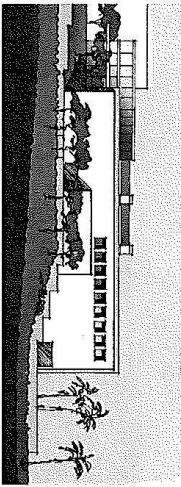


Chapel / Music Classrooms - North Elevation

Student Center - North Elevation

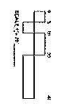
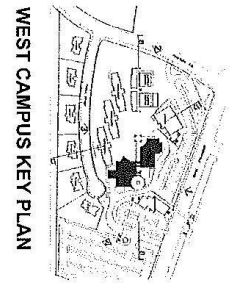


Chapel / Music Classrooms - West Elevation



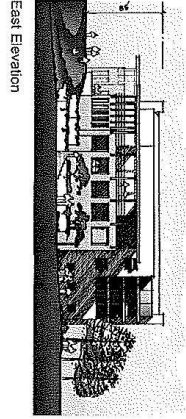
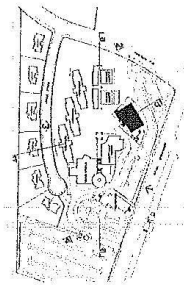
Student Center - West Elevation

STUDENT CENTER and CHAPEL/MUSIC CLASSROOM BUILDING - EXTERIOR ELEVATIONS  
SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS

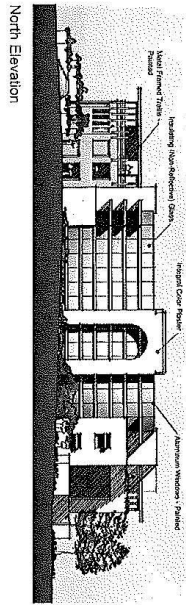




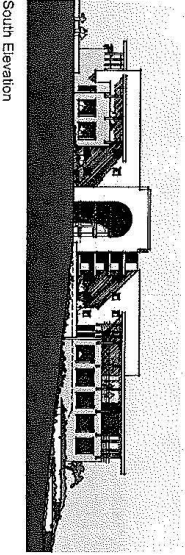
WEST CAMPUS KEY PLAN



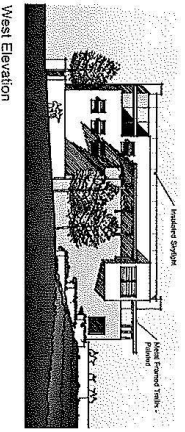
East Elevation



North Elevation



South Elevation

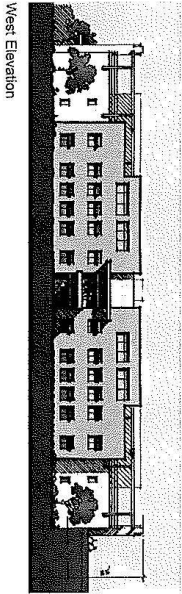


West Elevation

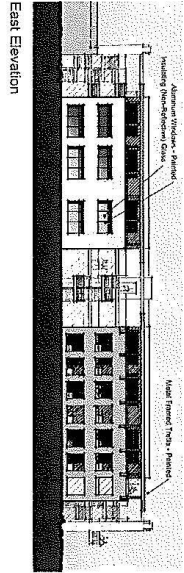
LIBRARY - EXTERIOR ELEVATIONS  
SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS



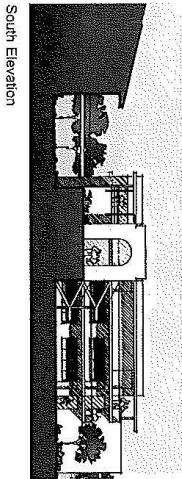
CLASSROOM BUILDING - EXTERIOR ELEVATIONS  
 SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS



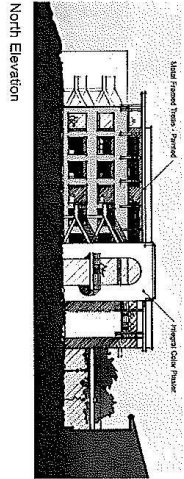
West Elevation



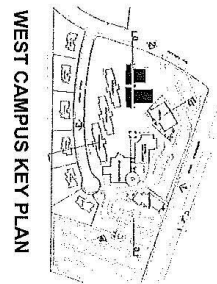
East Elevation



South Elevation



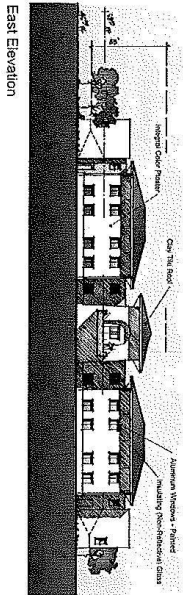
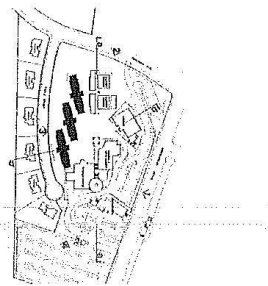
North Elevation



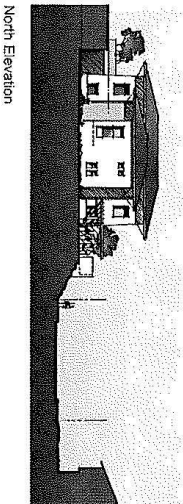
WEST CAMPUS KEY PLAN



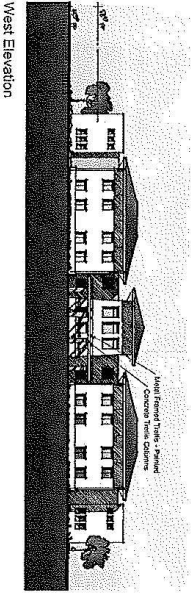
**WEST CAMPUS KEY PLAN**



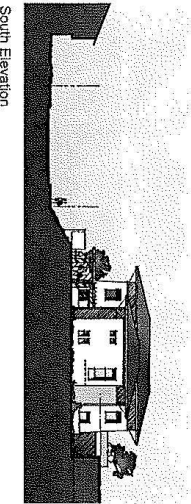
East Elevation



North Elevation



West Elevation



South Elevation

**DORMITORY BUILDING - EXTERIOR ELEVATIONS  
SHADOW MOUNTAIN COMMUNITY CHURCH MASTER PLAN - WEST CAMPUS**





City Council  
Agenda Report

**DATE:** October 8, 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: Climate Action Campaign vs. City of El Cajon, et al.  
San Diego Superior Court Case No. 37-2019-00041565-CU-TT-CTL

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**RECOMMENDATION:**

That the following Closed Session be scheduled for the Tuesday, October 8, 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:**

Climate Action Campaign vs. City of El Cajon, et al.  
San Diego Superior Court  
Case No. 37-2019-00041565-CU-TT-CTL

Morgan L. Foley  
City Attorney/General Legal Counsel

MLF:ac

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City Council  
Agenda Report

**DATE:** October 8, 2019

**TO:** City Clerk

**FROM:** City Attorney/General Legal Counsel

**SUBJECT:** Closed Session - Conference with Real Property Negotiators - pursuant to Government Code Section 54956.8:

Property:

1001 West Bradley, El Cajon, CA

Agency Negotiators:

Executive Director  
Assistant Executive Director  
General Legal Counsel

Negotiating Parties:

Waste Management

Under negotiation: Price and terms for lease of property.

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**RECOMMENDATION:**

That the following Closed Session be scheduled for the Tuesday, October 8, 2019, Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – pursuant to Government Code section 54956.8:

Morgan L. Foley  
City Attorney/General Legal Counsel

MLF:ac

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