



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 13, 2020, 3:00 p.m.

**Please note that, pursuant to the State of California Governor's Executive Order N-29-20, and in the interest of the public health and safety, members of the City Council and Staff may attend the meeting telephonically.**

**Further, Orders from the San Diego County Health Officer prevent persons other than City officials and essential employees to be physically present.**

**In accordance with the Executive Order, and in compliance with the County Health Officer's Orders, the public may view the meeting on the City's website. Please visit <https://www.cityofelcajon.us/videostreaming> for more details.**

**To submit comments on an item on this agenda, or a Public Comment, please visit the City's website at <https://www.cityofelcajon.us/videostreaming>. Comments will be accepted up to the conclusion or the vote of each item. Comments will be limited to 300 words and will be entered into the official Council Meeting Record. The City Council will endeavor to include all comments prior to taking action.**

**If you find that you are unable to submit a comment through the website, please contact the City Clerk's Office at (619) 441-1763, not later than 2:30 p.m. prior to the start of the City Council Meeting.**

**Should technical difficulties arise, they will be resolved as soon as possible.**

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

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

**CALL TO ORDER: Mayor Bill Wells**

**ROLL CALL: City Clerk Angela Cortez**

**PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE**

**POSTINGS:** The City Clerk posted Orders of Adjournment of the September 22, 2020, Meeting and the Agenda of the October 13, 2020, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

**Presentation: 92020 Day**

**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 22, 2020, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

RECOMMENDATION:

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

3. Approval of Reading Ordinances by Title Only

RECOMMENDATION:

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

4. Classification Specification Revision and Title Change: Police Agent to Police Corporal

RECOMMENDATION:

That the City Council approves the proposed revision and title change from Police Agent to Police Corporal.

5. 2021 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 2021 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

6. Contract Amendment for Pest Control Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to increase the contract for pest control services in the not-to-exceed amount of \$7,600.

7. FY 2020 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 2020 U.S. Department of Justice Edward Byrne Memorial JAG Grant in the amount of \$28,737 and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
2. Appropriates \$28,737 of the FY 2020 U.S. Department of Justice JAG Grant to purchase twenty 3M Model N49 Ballistic Helmets (\$21,076), a Vehicle Firearm Vault (\$3,500), a Tommy Lift Gate System (\$3,285), and pay for 20 Hours of National Incident-Based Reporting System (NIBRS) Compliance Research (\$876).

8. Lease Agreement with Armstrong Garden Centers, Inc.

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the City Manager to execute a lease agreement with Armstrong Garden Centers, Inc., for the use of City-owned property.

9. Delegating Authority to the City Manager to Determine the Nature of Employee Disabilities on Behalf of the City and to Certify Such Disabilities to CalPERS

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, delegating authority to the City Manager to determine the nature of employee disabilities on behalf of the City and to certify such disabilities to CalPERS.

10. Amendment for Mobile Power Station Equipment

RECOMMENDATION:

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

1. Authorize an increase to the purchase agreement with DD DANNAR, LLC., in the not-to-exceed amount of \$8,893.82; and
2. Revise Resolution No. 024-20 from the March 24, 2020 City Council meeting to reflect the correct award amount of \$436,835.

11. Contract Amendment for City Hall Renovations (COVID-19)

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to increase the contract for additional floor covering materials in the not-to-exceed amount of \$10,375.25.

**PUBLIC COMMENT:**

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

**WRITTEN COMMUNICATIONS:**

**PUBLIC HEARINGS:**

**ADMINISTRATIVE REPORTS:**

12. Fiscal Year 2020-21 First Quarter Report

RECOMMENDATION:

That the City Council:

1. Appropriates carry-over funding of \$4,167,408 from previously approved Capital Improvement Projects, capital outlay requests, and programs to be expended in Fiscal Year 2020-21; and
2. Increases or modifies Fiscal Year 2020-21 appropriations in the net amount of \$2,514,709 for additional needs as detailed in the report.

13. Allocation of CARES Act-CDBG Funds

RECOMMENDATION:

That the City Council provides direction to staff on the allocation of CARES Act-CDBG funds.

**COMMISSION REPORTS:**

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

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

14. Council Activity Report

15. Legislative Report

**ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:**

16. **COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.; East County Advanced Purification JPA.
  
17. **COUNCILMEMBER BOB MCCLELLAN**  
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate
  
18. **COUNCILMEMBER STEVE GOBLE**  
SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate; Chamber of Commerce – Government Affairs Committee; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Purification JPA - Alternate.
  
19. **DEPUTY MAYOR PHIL ORTIZ**  
East County Economic Development Council.

**JOINT COUNCILMEMBER REPORTS:**

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

**ORDINANCES: FIRST READING**

**ORDINANCES: SECOND READING AND ADOPTION**

**CLOSED SESSIONS:**

**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 13th day of October 2020, is adjourned to Tuesday, October 27, 2020, at 3:00 p.m.



City Council  
Agenda Report

Agenda Item 1.

**DATE:** October 13, 2020

**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 22, 2020, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

09-22-20 DRAFT minutes 3PM

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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 22, 2020

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 22, 2020, was called to order by Mayor/Chair Bill Wells at 3:01 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### ROLL CALL

Council/Agencymembers via virtual platform: Goble, Kendrick and McClellan  
Council/Agencymembers absent: None  
Deputy Mayor/Vice Chair via virtual platform: Ortiz  
Mayor/Chair present via virtual platform: Wells  
Other Officers present via virtual platform: 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 8, 2020, Meeting and the Agenda of the September 22, 2020, Meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.



**PRESENTATIONS:**

Proclamation: Fire Prevention Week

**AGENDA CHANGES:**

City Manager Mitchell stated that a correction was made to the contact information on Item 4 – Sewer System Management Plan Update report. He stated no action was needed, and that staff will correct the information prior to submitting the report to the State of California.

**CONSENT ITEMS: (1 – 8)**

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

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

Approves Minutes of the September 8, 2020, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

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

4. Sewer System Management Plan Update

1. Receives the 2020 Sanitary Sewer Management Plan (SSMP) update and Appendices for approval and filing; and
2. Adopts Resolution No. 100-20, certifying that the SSMP is in compliance with the State of California Waste Discharge Requirements (WDR).

**CONSENT ITEMS: (Continued)**

5. Youth League Utility Support Fiscal Year 2020/2021

That the City Council approves the Recreation Council recommendation to provide utility support, in the amount of \$2,000 per league, to eight Executive Member youth leagues.

6. El Cajon Housing Authority Annual Report (Fiscal Year 2019-2020)

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

7. Conflict of Interest Code - Biennial Review

That the City Council adopts Resolution No. 101-20, approving changes to the designated employee and official positions required to be filed under the City's Conflict of Interest Code.

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

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, 2021, in accordance with Municipal Code Section 16.12.110.

**PUBLIC COMMENT:** None

**WRITTEN COMMUNICATIONS:** None

**PUBLIC HEARINGS:** None

## **ADMINISTRATIVE REPORTS:**

### 9. Smart City Initiatives

#### **RECOMMENDATION:**

That the City Council provides direction to staff regarding the development of a Smart City Strategic Plan and gives feedback regarding priorities on Smart City initiatives.

#### **DISCUSSION**

City Manager Mitchell shared a brief introduction of the Item, and introduced Director of Information Technology, Sara Diaz, who provided detailed information. Ms. Diaz introduced Sanjeet Pandit, Qualcomm's Sr. Director of Business Development, and Cox Communication's, Michael Sosha, Senior Business Development Manager, who provided a comprehensive report on smart connected spaces.

Discussion ensued among Council and Staff, Mr. Pandit and Mr. Sosha regarding:

- Concept and ideas for smart city proposals;
- Create a budget to develop a Smart Strategic Plan;
- Use technology to enhance services or reduce costs;
- Privacy issues and concerns;
- Contract a firm to prepare a strategic plan;
- Utilize technology to engage the community;
- Utilize technology for safety purposes and business development;
- Utilize technology to publicize recreation events; and
- Provide local businesses the opportunity to purchase advertising time using the smart city technology.

No one comments were received for this Item.

**MOTION BY McCLELLAN, SECOND BY GOBLE, to DIRECT staff to prepare a Smart City Strategic Plan.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**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; League of California Cities, San Diego Division; LAFCO.

10. Council Activities Report/Comments

Report as stated.

11. Legislative Update – No Report

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

12. COUNCILMEMBER GARY KENDRICK

METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA; East County Advance Water Purification Joint Powers Authority Board.

Council Activities Report/Comments.

Report as stated.

13. COUNCILMEMBER BOB MCCLELLAN

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

Council Activities Report/Comments.

Report as stated.

14. COUNCILMEMBER STEVE GOBLE

SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate; Chamber of Commerce – Government Affairs Committee; MTS (Metropolitan Transit System Board) – Alternate; East County Advance Water Purification Joint Powers Authority Board – Alternate.

Council Activities Report/Comments.

Report as stated.

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

- 15. DEPUTY MAYOR PHIL ORTIZ  
East County Economic Development Council.

Council Activities Report/Comments.

In addition to the submitted report, Deputy Mayor Ortiz stated he attended a meeting with the League of California Cities, San Diego Division on September 14, and the 92020 Day event on September 20, 2020.

**JOINT COUNCILMEMBER REPORTS:** None

**GENERAL INFORMATION ITEMS FOR DISCUSSION:** None

**ORDINANCES: FIRST READING -** None

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

**CLOSED SESSIONS:** None

**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 22<sup>nd</sup> day of September, 2020, at 3:58 p.m., to Tuesday, October 13, 2020, at 3:00 p.m.

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ANGELA L. CORTEZ, CMC  
City Clerk/Secretary



## City Council Agenda Report

**Agenda Item 4.**

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Marisol Thorn, Director of Human Resources  
**SUBJECT:** Classification Specification Revision and Title Change: Police Agent to Police Corporal

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### RECOMMENDATION:

That the City Council approves the proposed revision and title change from Police Agent to Police Corporal.

### BACKGROUND:

The City currently has an approved classification specification for Police Agent, which was last updated in 1991. Based on the 2019 ratified labor agreement with the El Cajon Police Officers' Association (ECPOA), the City added the positions back to the Police Department's budget this fiscal year. In order to appropriately staff and assign work, staff proposes revisions to the classification specification as well as title change from Police Agent to Police Corporal. The proposed changes include adjustments to the representative's duties, experience, education, knowledge, skills and abilities, bringing the Police Corporal up to date with the department's needs.

A marked-up version of the proposed classification specification revisions and title change is included with this report. The revised classification specification and title change have already been approved by the ECPOA and the City's Personnel Commission.

### FISCAL IMPACT:

There are no fiscal impacts due to this agenda item.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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### Attachments

Classification Specification Revisions

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# CITY OF EL CAJON

## POLICE AGENTCORPORAL

### POSITION DESCRIPTION

**Function:** Under general supervision, performs regular, complex, specialized, and more difficult police duties; serves as a lead worker and trainer; conducts and takes appropriate action in the investigation of crimes, accidents, and other law enforcement specialized areas; and performs related work as required.

**Class Characteristics:** Employees in this class perform complex and more difficult police work in one or more specialized law enforcement areas. Employees are expected to perform, lead officer and training duties as well as and perform work more independently with less supervision than required of police officers.

### **Representative Duties:**

- Generally assigned to perform tasks requiring advanced knowledge of and considerable experience in specialized areas of law enforcement work;
- may serve as supervisor at crime scenes, planned events or critical incidents until relieved by a superior officer;
- will serve as senior officer on an assigned shift, leading and assisting less experienced officers;
- may serve as a Field Training Officer;
- participates and takes appropriate action in the activities of sworn and non-sworn personnel assigned to field patrol duties, traffic control and enforcement, criminal investigations, training, communications, administrative investigations or support, and other specialized police activities;
- performs specialized tasks and assignments as assigned by the Sergeant;
- performs tasks typically assigned to police officers when workload requirements do not necessitate utilization of skills commensurate with the level of Police Agent;
- may act as a Police Sergeant in a relief capacity.
- in addition to the assignments below, Police Agents may coordinate activities of and serve as liaison for volunteer programs such as cadet and reserve officers;
- may serve in collateral assignments such as, but not limited to, SWAT, CNT, etc.;
- may serve as lead desk officer by assisting in the coordination and operation of the Communications Division;
- may assist in crime analysis and crime prevention activities.

**IN THE PATROL ASSIGNMENT[R1]:**

City of El Cajon  
Police Agent

- ~~Responds to non-routine calls;~~
- ~~takes charge at the scene until the arrival of a superior officer;~~
- ~~conducts interviews, investigation, arrests, or other necessary actions;~~
- ~~may review and correct reports;~~
- ~~participates as senior training officer on an assigned shift, leading and assisting less experienced officers;~~
- ~~assists the shift sergeant, when necessary, by supervising the activities of a group of officers or by acting as shift supervisor in the absence of the regular shift supervisor;~~
- ~~appears in court when required.~~

**IN THE INVESTIGATION ASSIGNMENT:**

- ~~Conducts criminal investigations of more complex, difficult cases;~~
- ~~evaluates crime and arrest reports to determine if a crime has occurred;~~
- ~~investigates general crimes and cases involving public morals and illegal drugs;~~
- ~~applies technical knowledge of fingerprinting, photographs, ballistics, and other identification techniques for securing evidence;~~
- ~~takes charge of investigation activities at crime scenes until the arrival of a superior officer;~~
- ~~interviews and interrogates persons involved in criminal cases;~~
- ~~develops evidence through state-outs and informants;~~
- ~~appears in court to present evidence and testify in the presentation of cases;~~
- ~~qualifies for and testifies as an expert witness in a specialized area of criminal investigation;~~
- ~~assists in the training of officers, investigation techniques and methods;~~
- ~~may act as team leader of a small group of officers assigned to a particular case, series of cases, or other activities;~~
- ~~assists other investigators in conducting investigations; acts in a supervisory capacity in the absence of the regular supervisor;~~
- ~~may be assigned to the special investigations division conducting independent investigative work in areas such as intelligence, surveillance, narcotics, and asset forfeitures;~~
- ~~uses criminal justice information systems such as ARJIS and SUN systems in the development, investigation, and resolution of cases.~~

**IN THE TRAFFIC ASSIGNMENT:**



- Responds to major traffic accidents and takes charge at the scene until the arrival of a superior officer;
- conducts investigations of complex, difficult traffic accidents;
- qualifies for and testifies as an expert witness in traffic investigation and use of radar equipment;
- reviews conditional use permits to evaluate impacts on traffic;
- conducts research and prepares reports for special projects;
- assists in the training of officers in traffic control, investigation procedures and techniques;
- acts in supervisory capacity in the absence of the regular supervisor.

#### **IN THE TRAINING ASSIGNMENT:**

- Assists in coordinating and administering training needs of the department in accordance with State regulations;
- develops, maintains, and updates training materials including manuals, books, bulletins, and videotapes;
- schedules and serves as primary coordinator for recruit officers in training;
- monitors phase training of new police officers;
- keeps apprised of changes and updates in training requirements;
- assists in developing specialized training programs as necessary;
- coordinates field training officer program;
- conducts research and prepares reports for special projects;
- conducts background and internal affairs investigations;
- leads activities of range master in firearms training.

**Contacts and Relationships**[R2]: Employee deals with essentially all segments of society, often institutions requiring the exercise of the utmost in tact and discretion. Effective handling of the contacts with tact and within legal guidelines is of significant importance to a positive public reaction and acceptance of the police service. Employee's responsibilities as a lead officer or as a relief sergeant require considerable interaction with subordinates wherein the incumbent is responsible for promoting efficiency, job satisfaction and morale.

**Accountability:** Employee is accountable for taking prompt and appropriate action in emergency situations applying learned techniques and procedures. Employee is expected to have a level of knowledge and ability in police work, which will permit the handling of both routine and unusual situations. In addition, the employee is expected to deal effectively and courteously with the public. Employee may also be accountable for

the effective supervision of subordinates and police functions within departmental policies and guidelines while performing the duties of a relief sergeant.

### **Working Conditions and Physical [R3] Demands:**

Working Conditions: Employee may be exposed to physical and verbal abuse where considerable self-control must be exercised, and occasionally to the point where life is threatened. Some of the work may require considerable physical exertion and exposure to inclement weather. Most assignments involve shift work. Employee is exposed to physical and verbal abuse occasionally to the point where life is threatened. The employee is expected to render services under essentially all weather conditions and at any hour.

### **QUALIFICATIONS GUIDELINES**

**Physical Condition:** Shall possess the physical, mental, and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

### **QUALIFICATIONS GUIDELINES**

**Experience [R4]:** At least three years law enforcement experience in a municipal or county law enforcement agency, which includes at least one year experience and/or training in one or more specialized areas. Considerable law enforcement experience in a municipal or county law enforcement agency, which includes some experience and/or training in one or more specialized areas such as investigations or traffic.

**Education [R5]:** Educational achievement equivalent to completion of high school supplemented by an Intermediate Basic P.O.S.T. Certificate and thirty (4530) units of college level courses in criminal justice, police science administration, or related field.

### **Abilities/Skills/Knowledge:**

- Thorough knowledge and understanding of and the ability to interpret and apply laws, ordinances, and departmental policies, procedures, and techniques including patrol, traffic control, investigation, and identification methods, and the control of juvenile delinquency;
- thorough knowledge of the rules of evidence and court procedures;
- knowledge of criminal justice information systems;
- ability to analyze situations and adopt a quick, effective, and reasonable course of action;
- working knowledge of the basic fundamentals of supervision and the ability to effectively supervise and train other police officers;
- ability to prepare clear, complete, and accurate reports;

City of El Cajon  
Police Agent

- ~~ability to use firearms;~~
- ~~ability to deal tactfully and courteously with the public;~~
- ~~thorough knowledge of the City's cultural diversity and contemporary social issues affecting the community.~~
- Ability to work effectively with employees and the general public;
- Ability to maintain composure and take appropriate action during stressful situations;
- Skill in the use of firearms, defensive tactics and motor vehicles;
- Ability to prepare accurate and comprehensive reports;
- Ability to work effectively, tactfully and courteously with the public;
- Ability to work collaboratively with citizens and governmental and non-governmental organizations on long-term solutions to community issues;
- Thorough knowledge of the principles and practices of modern police work and the laws governing arrest, custody of prisoners, search and seizure and rules of evidence;
- Thorough knowledge of patrol procedures, criminal investigation techniques, physical layout of the city, patrol districts and their respective police problems, criminal identification and record maintenance;
- Basic understanding of the principles of supervision;
- Thorough knowledge of court procedures;
- Thorough knowledge of department policies and procedures;
- Thorough knowledge of the city's cultural diversity and contemporary social issues affecting the community.

**Special Requirements:** Possession of a valid Class C California driver's license with a safe driving record.

Established:  
Revised: 07/91  
Reviewed by City Manager: 09/91  
Reviewed by Personnel Commission: 09/26/91  
Approved by City Council: 10/08/91



City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Cortez, City Clerk  
**SUBJECT:** 2021 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 2021 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 date for 2021 has not been determined.

2021 Holidays and Observances

January 1	New Year's Day
January 18	Martin Luther King Day
February 15	Presidents' Day
May 31	Memorial Day
July 4	Independence Day
September 6	Labor Day
November 11	Veterans' Day
November 25 & 26	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

2021 CC Calendar

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## Proposed City Council Meeting Schedule January 2021 - December 2021

January 2021 <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 2021 <span style="float: right;">2</span>						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021 <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 2021 <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 2021 <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 2021 <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 2021 <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 2021 <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 2021 <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
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October 2021 <span style="float: right;">10</span>						
S	M	T	W	Th	F	Sa
					1	2
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10	11	12	13	14	15	16
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31						

November 2021 <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
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December 2021 <span style="float: right;">12</span>						
S	M	T	W	Th	F	Sa
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5	6	7	8	9	10	11
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City Council (619) 441-1763
 
 City Hall Closed
 

 Holidays
 

 League of CA Cities Conference To be Announced, Long Beach CA



City Council  
Agenda Report

Agenda Item 6.

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Contract Amendment for Pest Control Services

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**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, to increase the contract for pest control services in the not-to-exceed amount of \$7,600.

**BACKGROUND:**

On July 26, 2017, the City of El Cajon awarded Bid No. 002-18 – Pest Control Services to Annex Pest Control, Inc. for a one-year term in the amount of \$16,792, with the option to renew for four (4) additional one-year periods.

During the first renewal period, the contract was increased by \$3,848.02 due to the addition of services at the new animal shelter, Centennial Plaza, and Wells Park. During the second renewal period, the contract was increased by \$13,086 due to additional pest control maintenance needs and a one-time termite eradication. The third renewal period (current fiscal year) covers the term of August 1, 2020 through July 31, 2021 in the amount of \$24,082.02.

As detailed in the attached memorandum, a termite infestation was recently discovered at Fire Station No. 8. City staff recommends increasing the current contract with Annex Pest Control, Inc. in the amount of \$7,600 for the one-time termite eradication.

**FISCAL IMPACT:**

Approval of the \$7,600 increase will supplement the existing contract, for a total annual amount of \$31,682.02. Sufficient funds are available in Fiscal Year 2020-21 Annual Budget: Public Works Facilities Operations (123000).

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Yazmin Arellano, Acting Director of Public Works

Approved By: Graham Mitchell, City Manager

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### Attachments

Resolution

Memorandum

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RESOLUTION NO. \_\_-20

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL CAJON APPROVING  
AMENDMENT OF A PUBLIC WORKS CONTRACT  
WITH ANNEX PEST CONTROL, INC. FOR  
TERMITE ERADICATION SERVICES AT FIRE STATION 8

WHEREAS, on July 26, 2017, the City of El Cajon (the "City") awarded Bid No. 002-18 – Pest Control Services to Annex Pest Control, Inc. for a one-year term in the amount of \$16,792.00, with the option to renew for four (4) additional one-year periods (the "Contract"); and

WHEREAS, during the first renewal period, the Contract was increased by \$3,848.02 due to the addition of services at the new animal shelter, Centennial Plaza, and Wells Park; and

WHEREAS, during the second renewal period, the Contract was increased by \$13,086.00 due to additional pest control maintenance needs and a one-time termite eradication at various City facilities; and

WHEREAS, a termite infestation was recently discovered at Fire Station No. 8, and staff recommends a one-time increase in the Contract compensation of \$7,600.00 for termite eradication; and

WHEREAS, an approval of the \$7,600.00 increase will increase compensation in the current year of the existing contract, for a total annual amount of \$31,682.02; and

WHEREAS, sufficient funds are available in Fiscal Year 2020-21 Annual Budget: Public Works Facilities Operations; and

WHEREAS, City Council finds that it is in the City's best interest to approve amendment of the Contract to provide additional compensation in the not-to-exceed amount of \$7,600.00 for termite eradication services at Fire Station 8, for a total not-to-exceed annual Contract amount of \$31,682.02 during the current term.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves amendment of the Contract to provide additional compensation in the not-to-exceed amount of \$7,600.00 for termite eradication services at Fire Station 8, for a total not-to-exceed annual Contract amount of \$31,682.02 for the term ending July 31, 2021.

3. The City Council hereby authorizes the City Manager to execute an amendment to the Contract, with such changes as may be approved by the City Manager.

10/13/20 CC Agenda

Reso - Amend Contract w-Annex Pest Control (FS 8 Termite Eradication) 100520

# CITY OF EL CAJON



## MEMORANDUM

**DATE:** September 28, 2020

**TO:** Nahid Razi, Purchasing Agent

**FROM:** Kevin Wright, Operation Manager, Facilities

**VIA:** Yazmin Arellano, Acting Director of Public Works

**SUBJECT:** Additional funds for termite repairs at Fire Station No. 8

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On July 26, 2017 the City entered into a contract with Annex Pest Control, Inc. (Bid No. 02-18, Resolution No. 058-17) in the initial annual amount of \$16,792.00. The Third amendment was issued for the term of 08/01/2020 through 07/31/2021 in the not-to-exceed amount of \$24,082.02.

A termite infestation was recently discovered at Fire Station No. 8. A quote was provided by Annex Pest Control for termite eradication at Fire Station No. 8 in the amount of \$7,600.00. This infestation was unforeseen and not anticipated for this contract year.

Therefore, we are seeking to amend the contract with Annex Pest Control, Inc. to include termite eradication at Fire Station No. 8. The addition of termite eradication at Fire Station No. 8 will result in a one-time increase to the contract in the amount of \$7,600.00

There are sufficient funds for this increase in Budget Activity 123000-8576.

Submitted by:

A handwritten signature in black ink that reads 'Kevin Wright'. The signature is written in a cursive style and is positioned above a horizontal line.

Kevin Wright  
Operations Manager, Facilities

Authorized by:

A handwritten signature in black ink that reads 'Yazmin Arellano'. The signature is written in a cursive style and is positioned above a horizontal line.

Yazmin Arellano  
Acting Director of Public Works



## City Council Agenda Report

Agenda Item 7.

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mike Moulton, Chief of Police  
**SUBJECT:** FY 2020 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 2020 U.S. Department of Justice Edward Byrne Memorial JAG Grant in the amount of \$28,737 and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
2. Appropriates \$28,737 of the FY 2020 U.S. Department of Justice JAG Grant to purchase twenty 3M Model N49 Ballistic Helmets (\$21,076), a Vehicle Firearm Vault (\$3,500), a Tommy Lift Gate System (\$3,285), and pay for 20 Hours of National Incident-Based Reporting System (NIBRS) Compliance Research (\$876).

### BACKGROUND:

FY 2020 marks the 16th year the City of El Cajon Police Department has participated in the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant 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 8, 2020, an informational item was presented to Council regarding the FY 2020 JAG Grant application where funding of \$28,737 was requested to purchase twenty 3M Model N49 Ballistic Helmets (\$21,076), a Vehicle Firearm Vault (\$3,500), a Tommy Lift Gate System (\$3,285), and to pay for 20 Hours of National Incident-Based Reporting System (NIBRS) Compliance research (\$876). In accordance with grant guidelines, the grant application was posted for public comment and no comments were received. On September 19, 2020, the City received formal notification that our JAG Grant application had been approved and council action is now needed to accept and appropriate the grant.

### FISCAL IMPACT:

The City of El Cajon has been awarded the FY2020 U.S. Department of Justice JAG Grant in the amount of \$28,737. 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

Reviewed By: Mike Moulton, Police Chief

Approved By: Graham Mitchell, City Manager

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## Attachments

Award Documents

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Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Bill Wells  
City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020-3996

Dear Mayor Wells:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of El Cajon for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$28,737. These funds are for the project entitled FY 20 Local JAG Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of El Cajon accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elaine Smokes, Program Manager at (202) 307-0611; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

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

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

September 19, 2020

The Honorable Bill Wells  
City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020-3996

Dear Mayor Wells:

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



Department of Justice (DOJ)  
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: 2020-DJ-BX-0317	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023	
2a. GRANTEE IRS/VENDOR NO. 956000703	6. AWARD DATE 09/19/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 078727393	8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 20 Local JAG Program	9. PREVIOUS AWARD AMOUNT \$ 0	
	10. AMOUNT OF THIS AWARD \$ 28,737	
		11. TOTAL AWARD \$ 28,737

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 FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart I 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 Bill Wells Mayor
------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

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 FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 28737	21. VDUGT3042
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Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 32

PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the 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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more 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 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. 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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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**Grant**

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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

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.



Department of Justice (DOJ)  
Office of Justice Programs  
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**AWARD CONTINUATION  
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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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, 2018, 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, 2018, 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.

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

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).



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

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PROJECT NUMBER 2020-DJ-BX-0317

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*SPECIAL CONDITIONS*

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.



Department of Justice (DOJ)  
Office of Justice Programs  
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**AWARD CONTINUATION  
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*SPECIAL CONDITIONS*

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 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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") at any tier, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (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. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; 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 wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, 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, described in par. 1.A of this condition) that would be reimbursed wholly or partly 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) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; 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) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition 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 described in par. 1.A of this condition 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 ... information-communication restrictions; 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 ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; 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, described in paragraph 1.A of this condition) 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) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; 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) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition 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 described in paragraph 1.A of this condition 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 ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; 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 to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. 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 (including any public institution of higher education), but not 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) "DHS" means the U.S. Department of Homeland Security.

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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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; 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 to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. 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 (including any public institution of higher education), but not 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) "DHS" means the U.S. Department of Homeland Security.

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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*SPECIAL CONDITIONS*

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: information-communication restrictions; 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

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 "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

37. 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 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. 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.

B. 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.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated



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38. 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 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

A. 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.

B. 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.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere 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: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. 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 USC 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 U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.—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 sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7) as of January 1, 2020.

(6) 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



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

(8) A "public" institution of higher education is 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.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

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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40. 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 USC 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 CFR 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

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

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

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



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

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

(8) 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.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

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.

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.

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).





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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.

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



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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.

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.



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*SPECIAL CONDITIONS*

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.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*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://bjagov/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 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*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 (<https://bjapmt.ojp.gov/>). 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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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*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. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

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, 2019), 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.

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  
Grant**

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PROJECT NUMBER 2020-DJ-BX-0317

AWARD DATE 09/19/2020

*SPECIAL CONDITIONS*

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



**Department of Justice (DOJ)**

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.





Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

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

**Grant**

PROJECT NUMBER  
2020-DJ-BX-0317

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), 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)

Elaine Smokes  
(202) 307-0611

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

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

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts \$25,000 or More

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 20 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: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 28,737

10. DATE OF AWARD

09/19/2020

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

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but 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.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government



## City Council Agenda Report

**Agenda Item 8.**

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Richards, Senior Management Analyst  
**SUBJECT:** Lease Agreement with Armstrong Garden Centers, Inc.

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### RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the City Manager to execute a lease agreement with Armstrong Garden Centers, Inc., for the use of City-owned property.

### BACKGROUND:

The City owns a slim strip of property that runs between two commercial properties on the east side of Main Street and northeast of Greenfield Drive, in El Cajon. The City retains the property as part of its storm water conveyance system.

In 2007, Armstrong Garden Centers, Inc. (Armstrong), who leases the adjacent property, approached the City about leasing the 2,100 square foot property in order to expand its outdoor retail space.

On February 21, 2007, the City Council approved a three-year lease agreement with Armstrong, with five additional one-year options. The base rent was \$500, with a 10% increase in the sixth year and an annual Consumer Price Index (CPI) adjustment for subsequent years. As part of the initial lease, the City agreed to underground the storm water channel and pipes on the property. The initial agreement, with all five options exercised, expired on October 1, 2015.

The City and Armstrong entered into an amended agreement on July 28, 2015. The amendment extended the terms of the agreement through October 1, 2016, and provided four additional one-year options to extend. On October 26, 2016, the agreement was amended for a second time to exercise the first one-year option to extend the lease. The final three options were exercised with written notification from Armstrong and the final term expired on October 1, 2020.

The City has negotiated a new lease with Armstrong for one year with four one-year options to extend, potentially extending the rental of the property through October 1, 2025. The annual rent is \$687.01 with a 2% annual increase.

**FISCAL IMPACT:**

If approved, the fully executed agreement is valued at \$3,575.54, with the City receiving a base rate of \$687.01 for the first year and increasing by 2% each subsequent year.

Prepared By: David Richards, Senior Management Analyst

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

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**Attachments**

Resolution

Armstrong Garden Centers Lease

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RESOLUTION NO. \_\_\_\_-20

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF EL CAJON APPROVING A  
LEASE AGREEMENT WITH  
ARMSTRONG GARDEN CENTERS, INC.

WHEREAS, the City of El Cajon (the "City") owns approximately 2,100 square feet of property that runs between two commercial properties on the east side of Main Street and northeast of Greenfield Drive (the "Property"), and retains the Property as part of its storm water system;

WHEREAS, Armstrong Garden Centers, Inc. ("Armstrong") currently leases adjacent property on East Main Street for operation of a retail nursery business, and in 2007, approached the City to express an interest in utilizing the Property in order to expand its outdoor retail space; and

WHEREAS, on February 21, 2007, the City Council approved a three (3) year lease agreement with Armstrong (the "Agreement"), with five (5) additional one-year renewal options, at a base rent of \$500, with a ten percent (10%) increase in the sixth (6<sup>th</sup>) year, and an annual Consumer Price Index (CPI) for subsequent years; and

WHEREAS, the Agreement, as extended, expired on October 1, 2015; and

WHEREAS, on July 28, 2015, the City and Armstrong entered into a First Amendment to Lease Agreement (the "First Amendment") to extend the term for one (1) year, through October 1, 2016, with four (4) additional one-year renewal options; and

WHEREAS, on October 26, 2016, a Second Amendment to Lease Agreement (the "Second Amendment") exercised the first one-year option, and the remaining three (3) one-year renewal options were exercised with written notification from Armstrong, with the final term expiring on October 1, 2020; and

WHEREAS, it is proposed that the City enter into a new lease with Armstrong for a one (1) year term (the "Lease Agreement"), with four (4) one-year renewal options, which could extend the lease of the Property through October 1, 2025, at an annual rent amount of \$681.07 with 2% annual increases.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the execution of the Lease Agreement with Armstrong Garden Centers, Inc., generally in the form presented to the City Council, with such changes as may be approved by the City Manager.

3. The City Manager and the City Clerk are hereby authorized and directed to execute the Lease Agreement on behalf of the City of El Cajon.

4. The City Manager is hereby further authorized to execute, and the City Clerk is hereby authorized to attest the City Manager's signature, such amendments to the Lease Agreement as may be necessary to approve any renewal terms of the Lease Agreement as contemplated therein, and to make such other changes as may be necessary, in the determination of the City Manager, to implement the Lease Agreement in the best interests of the City.

10/13/20 CC Agenda

Reso - Approve Lease Agmt w-Armstrong Garden Centers 100120

## LEASE

THIS LEASE (this "**Lease**") is executed between the CITY OF EL CAJON, a California charter city and municipal corporation ("**City**") and ARMSTRONG GARDEN CENTERS, INC., a California corporation ("**Lessee**").

### Section 1: PREMISES

1.1 Premises. City hereby leases to Lessee and Lessee leases from City all of that certain real property situated in the City of El Cajon, County of San Diego, State of California, shown on the "Site Plan" attached hereto as Exhibit "A" and by this reference made part of this Lease, located northeast of Greenfield Drive and on and abutting the east side of East Main Street, consisting of a strip of land currently improved with an open concrete drainage channel and drainage pipes and containing approximately 2,100 square feet (the "**Premises**"). The Premises also abuts the Related Premises (as defined in Section 1.2 below).

1.2 Related Premises. City acknowledges that (i) Lessee currently leases real property adjacent to the Premises (the "**Related Premises**") pursuant to an existing lease (the "**Related Lease**") between Lessee and Main Street Commercial, a limited partnership; (ii) Lessee operates a nursery and garden center on the Related Premises (the "**Garden Center**"); (iii) Lessee is leasing the Premises for the purpose of expanding the perimeter boundary of the Related Premises, and will use the Premises together with the Related Premises for purposes of the Garden Center; and (iv) the Premises have no practical value to Lessee other than as part of the Garden Center.

### Section 2: USES

2.1 Uses. It is expressly agreed that the Premises are leased to Lessee for the purposes described in Section 1.2 above only, and for related or incidental purposes. Any other use shall require the prior written approval of the City Manager provided, however, that Lessee shall not be entitled to a different use of the Premises that will, in City's reasonable judgment, materially increase the City's exposure to liability claims.

2.2 Related City Actions. Except as provided in the last sentence of this Section, by the granting of this Lease, City is not obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals, which may be required for the development and operation of the Premises. There are no discretionary actions included with the grant of this Lease.

2.3 Quiet Possession. Lessee, by paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the Premises.



2.4 Easements and Reservations. So long as Lessee's improvement and use of the Premises for the purposes permitted under this Lease are not unreasonably or substantially interfered with:

- (a) City hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises.
- (b) City, reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- (c) City has the right to enter the Premises for the purpose of making repairs to or developing municipal resources and services.

However, City shall not unreasonably or substantially interfere with Lessee's use of the Premises and will reimburse Lessee for physical damages, if any, to the improvements to the Premises constructed by Lessee resulting from City exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage. City will pay the costs of maintenance and repair of all City installations made pursuant to these reserved rights.

2.5 Competent Management. Throughout the term of this Lease, Lessee, to the best of its ability, shall provide competent management of the Premises. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a nursery, garden center, and related activities in a fiscally responsible manner.

Section 3: TERM

3.1 Initial Term; Option Terms. The initial term of this Lease shall commence as of October 2, 2020, and shall expire on October 1, 2021. Lessee shall have the right to extend the term of this Lease for four (4), successive one (1) year option periods (each, an "**option term**"). Each such option may be exercised by written notice to City given at least thirty (30) days prior to the expiration of the initial term, or prior to the expiration of any option term, as applicable. Notwithstanding anything herein to the contrary, however, (i) Lessee may extend the term of this Lease only if the term of the Related Lease will continue during the option term, and (ii) if the Related Lease terminates for any reason at any time during the initial term or any option term of this Lease, the term of this Lease shall automatically terminate concurrently with the termination of the Related Lease.

3.2 Holdover. Any holding over by Lessee after expiration or termination shall not be considered as a renewal or extension of this Lease.

3.3 Surrender of Premises. Upon termination of this Lease for any reason, (i) Lessee shall execute, acknowledge, and deliver to City if requested by City, within five (5) days after presentation thereof by the City, a valid and recordable quitclaim deed covering all of the Premises, and (ii) Lessee shall, if the City so requests in writing, move the fence back to the

boundary line of the Related Premises, remove any facilities installed by or for Lessee (other than the underground drainage pipes which shall remain in place), and deliver the Premises in a dirt/gravel condition, reasonable wear, tear, and casualty excepted, and free and clear of all liens and encumbrances created by Lessee. If Lessee fails or refuses to deliver the required deed, City may prepare and record a notice reciting Lessee's failure to execute this provision, and the notice will be conclusive evidence of the termination of this Lease and all Lessee's rights to the Premises.

Section 4: RENT

4.1 Time and Place of Payment. Annual rent is payable in advance and shall be due and payable upon the execution of this Lease, and thereafter on or before October 1<sup>st</sup> of each calendar year during the term.

Checks should be made payable to the City of El Cajon and either mailed or delivered to the City Manager's Office, City of El Cajon, 200 Civic Center Way, El Cajon, California 92020.

The place of payment may be changed at any time by City upon thirty (30) days' written notice to Lessee. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. Lessee assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

4.2 Rent Amount. The initial annual base rent is \$687.01 and will be increased by two percent (2%) each year that the option is executed.

4.3 Delinquent Rent. If Lessee fails to pay any installment of rent when due, Lessee will pay, if required by City, in addition to the unpaid rent, five percent (5%) of the delinquent installment amount, which is hereby mutually agreed by the parties to be appropriate to compensate City for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

Section 5. ASSIGNMENT

5.1 Assignment and Subletting. Lessee shall not assign this Lease or sublet the Premises without the prior written consent of the City Manager in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. A consent to an assignment or sublease shall not be deemed to be a consent to any subsequent assignment or sublease. City acknowledges and agrees, however, that because the operation of the Related Premises and the Premises are integrated, and the Premises is an incidental part of the Garden Center and could not be operated for any business use on its own, City shall not withhold consent to an assignment or sublease of the Premises to any successor tenant of the Related Lease or subtenant of the Related Premises. In no event, however, shall any assignment or sublease with respect to this Lease release Tenant of continuing liability with respect to this Lease.

Further, notwithstanding anything in this Lease to the contrary, Lessee may assign the Lease or sublease all or any portion of the Premises without the consent of the City to any of the

following (collectively, "**Permitted Transferees**"): (i) any successor corporation or other entity resulting from a merger or consolidation of Lessee or a conversion of Lessee into a limited liability company or other form of entity; (ii) any purchaser of all or substantially all of Lessee's assets; or (iii) any wholly owned subsidiary or any other person or entity that controls, or is controlled by, or is under common control with, Lessee. In such case, any Permitted Transferee shall assume in writing all of Lessee's obligations under this Lease, but such assumption shall not release the transferring Tenant of continuing liability with respect to this Lease. Further, any public or private sale of Lessee's ownership interests shall not constitute an assignment and shall not require City's consent.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease, which are applicable to the rights acquired.

5.2 Encumbrance. Lessee may not encumber this Lease, its leasehold estate, or its improvements upon the leasehold Premises by deed of trust, mortgage, chattel mortgage, or other security instrument during the term hereof.

Section 6: DEFAULT AND REMEDIES:

6.1 Event of Default. Each of the following shall be deemed an "**Event of Default**" under this Lease:

- (a) Lessee shall fail to make any payment of rent owing under this Lease when due, and fails to cure such default within ten (10) days following written notice thereof from City;
- (b) Lessee shall default in the performance of any covenant or condition required by this Lease to be performed by Lessee and shall fail to cure said default within thirty (30) days following written notice thereof from City, provided that if such default is not reasonably curable within thirty (30) days, and Lessee commences to cure the default(s) within said thirty (30) day period and diligently pursue such cure to completion, then such cure period shall be extended so long as Lessee is continuing to diligently pursue such cure to completion;
- (c) Lessee shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, and such involuntary filing is not set aside within sixty (60) days of filing;
- (d) Lessee shall be adjudicated a bankrupt; or
- (e) Lessee shall make a general assignment for the benefit of creditors.

6.2 Remedies. In the event that an Event of Default occurs, City shall have the following remedies:

- (a) City may terminate this Lease and recover damages as provided in California Civil Code section 1951.2, including the worth at the time of award (computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%) of the amount by which the unpaid rent for the balance of the term after the time of the award, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided; or
- (b) City may maintain this Lease in effect and recover rent as it becomes due, in accordance with Civil Code section 1951.4.

6.3 [Reserved.]

6.4 Waiver. Any City waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. City delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. City's acceptance of any rents is not a waiver of any default preceding the rent payment. City and Lessee specifically agree that the property constituting the Premises is City owned and held in trust for the benefit of the citizens of the City and that any failure by the City Manager or City staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but City shall at all times, subject to the applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

6.5 City Default. Should there be any default or breach of this Lease on the part of City, Lessee shall give City written notice thereof, and should City fail to correct the breach or default within thirty (30) days after the notice, Lessee may remedy the breach or default and deduct the reasonable cost from rentals due or to become due the City, or pursue any other legal or equitable remedy to which it is entitled.

Section 7: EMINENT DOMAIN

7.1 Eminent Domain. If all or part of the Premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain:

- (a) In the event the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- (b) In the event of a partial taking, if, in the reasonable opinion of Lessee, the remaining part of the Premises is unsuitable for the purposes permitted under this Lease, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- (c) In the event of a partial taking, if, in the reasonable opinion of Lessee the remaining part of the Premises is suitable for the purposes permitted under this Lease, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced, as agreed to by City and Lessee, to reflect the portion of the Premises taken.

7.2 Award. All monies awarded in any such taking shall belong to City, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, Lessee shall be entitled to any award attributable to the taking of, or damages to, Lessee's leasehold interest (including any improvements installed by Lessee at its expense). City shall have no liability to Lessee for any award not provided by the condemning authority.

7.3 Transfer. City has the right to transfer City's interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, Lessee shall retain whatever interest it may have in the fair market value of any improvements placed by it on the Premises in accordance with this Lease.

7.4 No Inverse Condemnation. The exercise of any City right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon City for inverse condemnation.

Section 8: INSURANCE RISKS/SECURITY

8.1 Indemnity. To the fullest extent permitted by law, Lessee shall hold harmless, defend at its own expense, and indemnify the City of El Cajon, its elected and appointed officials, officers, employees and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from acts or omissions of Lessee or its officers, agents, employees in the use of the Premises leased from the City; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of El Cajon's sole negligence or willful acts.

8.2 Insurance. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Scope of Insurance:

- Commercial General Liability: No less than \$1,000,000 on an "occurrence" basis with \$2,000,000 aggregate limits covering property damage, bodily injury and personal & advertising injury.
- Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of El Cajon.
- Waiver of Subrogation: Lessee hereby grants to the City of El Cajon a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- Additional Insured Status: The City of El Cajon, and its elected and appointed officials, officers, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of the work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations.
- Verification of Coverage: Lessee shall furnish the City of El Cajon with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.
- Compliance with Policy D-3: Insurance certificates and endorsements must comply with El Cajon City Council Policy D-3, which is included in Exhibit "B" to this Lease, and made a part hereof by this reference. All insurance policies shall be subject to approval by City as to form and content.

Accident Reports: Lessee shall report to City any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the Premises. This report shall contain, to the best of Lessee's knowledge, the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.

Failure to Comply. If Lessee fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage within ten (10) days after written notice to Lessee, City has the right to terminate this Lease.

8.3 Waste, Damage, or Destruction. Lessee agrees to give notice to City of any fire or other damage that may occur on the Premises within ten (10) days of such fire or damage. Lessee agrees not to knowingly commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to City. If the Premises shall be damaged by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, other than an event of natural casualty, Lessee agrees to make or cause to be made full repair of said damage and to restore the Premises to the condition which existed prior to said damage, or at Lessee's option Lessee may clear and remove from the Premises all debris resulting from said damage. Lessee agrees that preliminary steps toward performing repairs, restoration, or replacement of the Premises, should Lessee agree to repair the damage, shall be commenced by Lessee within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. City and Lessee shall mutually determine an equitable deduction in the rental requirement for such period or periods that said Premises are untenantable by reason of such damage.

#### Section 9: IMPROVEMENTS/ALTERATIONS/REPAIRS

9.1 Acceptance of Premises. By signing this Lease, Lessee represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the physical condition of the Premises.

9.2 Entry and Inspection. City reserves and shall always have the right to enter said Premises for the purpose of viewing and ascertaining the condition of the same, to protect its interests in the Premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by City discloses that said Premises are not in a decent, safe, healthy, and sanitary condition, City shall have the right, after ten (10) days' written notice to Lessee, to have any necessary maintenance work done at the expense of Lessee, and Lessee hereby agrees to pay promptly any and all reasonable costs incurred by City in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition.

9.3 Maintenance. Except for the underground drainage pipes, Lessee agrees to (i) assume full responsibility and cost for maintenance of the Premises throughout the term, and (ii) make all repairs necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to City and in compliance with all applicable laws, to the extent that those laws relate to Lessee's specific use of the Premises. The City agrees to cleaning, maintaining and replacement, as necessary, of underground drainage pipes.

9.4 Improvements/Alterations. Except for surface paving, landscaping, and other non-building improvements, Lessee shall not construct any improvements, structures, or installations on the Premises without obtaining the prior written approval by the City Manager, such consent not to be unreasonably withheld, conditioned or delayed. This provision shall not

relieve Lessee of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition. City shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.

9.5 Utilities. Lessee agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Premises. All utilities installed after the date of this Lease will be installed underground.

9.6 Liens. Lessee shall at all times save City free and harmless and indemnify City against all claims for labor or materials in connection with Lessee's operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against such claims, including reasonable attorneys' fees. If improvements, alterations, or repairs are made to the Premises by Lessee or by any party other than City, and a lien or notice of lien is filed, Lessee shall within thirty (30) days of such filing and notice to Lessee either:

- (a) take all actions necessary to record a valid release of lien, or
- (b) file with City a bond acceptable to City sufficient to pay in full all claims of all persons seeking relief under the lien.

9.7 Taxes. Lessee agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Lessee or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Lessee or levied by reason of the business or other Lessee activities related to the Premises, including any licenses or permits. Lessee recognizes and agrees that this Lease may create a possessory interest subject to property taxation pursuant to California Revenue & Taxation Code section 107.6, and that Lessee may be subject to the payment of taxes levied on such interest, and that Lessee shall pay all such possessory interest taxes. Lessee further agrees that payment for such taxes, fees, and assessments will not reduce any rent due to the City. City agrees to make any necessary filings to take advantage of any tax exemptions available as a result of City's ownership of the Premises.

9.8 Signs. Lessee agrees not to erect or display on the Premises any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising ("Signs") without the prior written consent of City, such consent not to be unreasonably withheld, conditioned or delayed for any Sign containing a commercial message. Lessee agrees not to erect or display any non-commercial Signs on the Premises. If any such unauthorized item is found on the Premises, Lessee agrees to remove the item at its expense within 24 hours' notice thereof by City, or City may thereupon remove the item at Lessee's cost.

9.9 Ownership of Improvements and Personal Property.

- (a) All personal property, trade fixtures, equipment and inventory of Lessee shall remain the property of Lessee and shall be removed upon the expiration or earlier termination of this Lease. Any said items that Lessee fails to remove will be considered abandoned and become City's property



free of all claims and liens, or City may, at its option, remove said items at Lessee's expense. If any removal of such personal property by Lessee results in damage to the remaining improvements on the Premises, Lessee agrees to repair all such damage.

- (b) Subject to Section 3.3 above (which shall take precedence over this Section 9.10), any and all permanent improvements, structures, and installations or additions to the Premises now existing or constructed on the Premises by Lessee shall revert to Landlord upon expiration or termination of this Lease. Any such permanent improvements not permitted by this Lease or otherwise approved by City, however, shall, at the option of City, be removed by Lessee upon the termination or expiration of this Lease.
- (c) If, upon the expiration or termination of this Lease, Lessee fails to comply with its obligations under Section 3.3 above or under this Section 9.10, City shall have the right to itself comply with such obligations and Lessee shall reimburse City upon demand the reasonable out-of-pocket costs incurred by City in connection with the same.

#### Section 10. ENVIRONMENTAL PROVISIONS

10.1 Hazardous Substances. Lessee will not allow the installation of underground or above ground storage tanks, or release, in violation of statutes and laws governing environmental matters, of hazardous substances in, on, under, or from the Premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous Substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances.

10.2 Remediation. In the event of any release attributable to Lessee of a Hazardous Substance in violation of statutes and laws governing environmental matters, Lessee shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

10.3 Indemnification. Lessee agrees to assume the defense of, indemnify, and hold City, and its elected and appointed officers, officials, agents, employees and volunteers, harmless from any and all claims, costs, and expenses related to environmental contamination affecting the Premises, to the extent caused by Lessee's operations on the Premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies. The foregoing indemnification expressly excludes environmental contamination existing prior to Lessee's occupation of the Premises and environmental contamination that migrates to the Premises during the term hereof from other properties (and is not caused by Lessee or is not from the Related Premises).

10.4 Notification. If Lessee knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises in violation of statutes and laws governing environmental matters, Lessee shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if Lessee knows or has reasonable cause to believe that such Hazardous Substance is an imminent and substantial danger to public health and safety, Lessee shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. Lessee will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises.

Section 11: GENERAL PROVISIONS

11.1 Notices

- (a) Any notice required or permitted to be given to City hereunder shall be in writing and may be delivered by commercial messenger (with receipt of delivery requested) to the address stated below, or sent to the address stated below by United States certified mail, postage prepaid, return receipt requested:

City of El Cajon  
Attn: City Manager  
200 Civic Center Way  
El Cajon, California 92020

- (b) Any notice required or permitted to be given to Lessee hereunder shall be in writing and may be delivered by commercial courier (with receipt of delivery requested) to the address stated below, or sent to the address stated below by United States certified mail, postage prepaid, return receipt requested:

Armstrong Garden Centers, Inc.  
Attention: Chief Operating Officer  
2200 East Route 66, Suite 200  
Glendora, California 91740-4673

- (c) City or Lessee may from time to time designate a different address to which notices shall be sent, by notice to the other in accordance with this Section.

11.2 Compliance with Law. Lessee shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of City, County, State, and Federal governments at Lessee's sole cost and expense. In addition, Lessee shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

11.3 City Approval. The approval or consent of City, wherever required in this Lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

11.4 Nondiscrimination. Lessee agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in Lessee's use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

11.5 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

11.6 Legal Fees. In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

11.7 Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

11.8 Captions. Any section headings or captions for various articles, sections and/or paragraphs are for convenience only and shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease.

11.9 Entire Understanding. This Lease contains the entire understanding of the parties. Lessee and City, by signing this Lease, each agree that there is no other written or oral understanding between the parties with respect to the Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties in this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties.

11.10 Authority. Each individual executing this Lease on behalf of Lessee represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of Lessee, in accordance with a duly adopted resolution of the Board of Directors of Lessee or in accordance with the bylaws of Lessee, and that this Lease is binding upon Lessee in accordance with its terms, and that Lessee is a duly formed and validly existing corporation in the State of California.

11.11 Relocation Payments. Lessee understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this Lease.

11.12 Time is of Essence. Time is of the essence of all of the terms, covenants, and conditions of this Lease.

11.13 Provisions Binding on Successors and Assigns. Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and permitted assigns of the respective parties, jointly and individually.

11.14 Unavoidable Delay. If the performance of any act required of City or Lessee is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay; provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this Lease. In the event Lessee or City claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

[Signatures on next page]

IN WITNESS WHEREOF, this Lease is executed by City, acting by and through its City Manager, and by Lessee, acting by and through its lawfully authorized officer.

Dated: \_\_\_\_\_, 2020

Dated: October 2, 2020

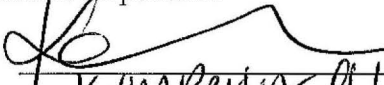
City:

Lessee:

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

ARMSTRONG GARDEN CENTERS, INC.,  
a California corporation

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

By:   
Name: Kimberly Alvarez  
Title: Director of Corporate Initiatives

ATTEST:

\_\_\_\_\_  
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Morgan L. Foley, City Attorney

EXHIBIT "A"

SITE PLAN

[Attached]



EXHIBIT "B"

EL CAJON CITY COUNCIL POLICY D-3

Insurance Requirements

[Attached]



**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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

**PURPOSE**

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

**BACKGROUND**

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

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

**POLICY**

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

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

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

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

**EXHIBIT "B"**

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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

- a. The public improvements portion of a subdivision project is less than \$50,000; or
  - b. A construction project (in accordance with the Standard Specifications for Public Works Construction—and the Standard Special Provisions, the “Green Book”) is for less than \$50,000.
2. Except as otherwise provided in this policy, a combined single limit policy with aggregate limits in the amount of \$2 million for all others, including, but not limited to, athletic leagues, recreation groups, towing companies and public service agencies; for policies not having a “combined single limit,” minimum limits in amounts as follows:
- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. A combined single limit policy with aggregate limits in the amount of \$250,000 for homeowners insurance or \$500,000 for commercial general liability insurance for small business owners, in either event only where the insurance is required for work in the public right-of-way. “Small business owners” are defined as commercial businesses, or a professional or administrative office uses, where the owners of the business work on-site as their primary calling or vocation, and having no more than two (2) employees not related by blood or marriage.
  4. Selected high-risk activities that would otherwise fall under the criteria for category 2 shall be evaluated by staff on a case-by-case basis to determine whether or not the above limits are sufficient. The imposition of liability limits exceeding \$2 million for such high-risk activities is appealable to the City Council.
  5. \$1,000,000 for taxicab companies.
  6. \$500,000 or actual value, whichever is greater, for “valuable papers” and “in transit” insurance where City records or personal property is being transported or stored outside of City property.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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

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

**INSURANCE STANDARDS**

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

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

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

or

"California Department of Insurance Company Profile."

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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

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

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

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

a. is either (i) listed in:

California Department of Insurance  
List of Approved Surplus Line Insurers

LISTING OF FILINGS

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

b. either the carrier or its parent company has a Best's rating of A, Class VII (this rating include those insurers with a minimum policyholder's surplus of \$50 to \$100 million;

c. has ten years or more experience in the business of insurance; and

d. if applicable, the reinsurance carrier has a qualified rating.

3. GENERAL – INSURANCE CERTIFICATES / ADDITIONAL INSURED

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

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	D-3
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- Name of insurance company issuing each policy.  
All insurers must provide an original endorsement naming the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds") as additional insureds. This inclusion as additional insureds shall not be required of Workers' Compensation or professional liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.
- All insurers must provide an original endorsement stating that the insurance coverage shall be primary insurance as respects the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Waiver of Subrogation endorsement is required on Workers' Compensation Coverage.
- Address of named insured.
- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (If claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required: a digital signature is acceptable so long as it complies with the requirements of Government Code §16.5.
- Unless approved by the City Manager or designee, no certificate shall be accepted that qualifies the obligation of the carrier to provide 30 days written notice of cancellation of the policy. With the approval of the City Attorney the obligation to provide notice of cancellation may be reduced to ten (10) days, but only for termination due to the non-payment of any premium.

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT :</b>	Insurance Requirements	<b>POLICY</b>	D-3
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**4. PUBLIC WORKS PROJECTS**

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

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

**5. PUBLIC RIGHT-OF-WAY**

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

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

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

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

c. **POLLUTION EXCLUSION**

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

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

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

d. **PUBLIC UTILITIES**

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

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

**CITY OF EL CAJON  
CITY COUNCIL POLICY**

<b>SUBJECT:</b>	Insurance Requirements	<b>POLICY</b>	D-3
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**TIME LIMITS / CANCELLATION PROVISIONS**

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

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

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

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





City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Morgan Foley, City Attorney  
**SUBJECT:** Delegating Authority to the City Manager to Determine the Nature of Employee Disabilities on Behalf of the City and to Certify Such Disabilities to CalPERS

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**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, delegating authority to the City Manager to determine the nature of employee disabilities on behalf of the City and to certify such disabilities to CalPERS.

**BACKGROUND:**

As a contract agency with the California Public Employees' Retirement System ("CalPERS") the City Council is responsible for determining whether a local safety employee of the City, who suffers an injury, is disabled for the purposes of the Public Employees' Retirement Law (the "Law"), and whether such disability is "industrial" within the meaning of the Law. (This is, essentially, the workers' compensation program for public safety members.) The Law also allows the City Council to delegate the authority to make such determinations to some other person, such as the City Manager.

Since at least 1974, such authority has vested with the City Manager as a result of City Council Resolution No. 109-74. This has allowed for smooth operations whenever an eligible public safety employee has sought relief for injuries suffered on the job. While Resolution No. 109-74 remains effective, the legislature has since reorganized the Law and the references to sections of the Law are no longer accurate. (Government Code section 21023.6 no longer exists, and has been replaced by Government Code section 21173.)

The proposed action will not change the delegation; it merely makes changes to refer to the proper sections of the Law that allow the delegation by the City Council.

**FISCAL IMPACT:**

None.

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Attachments

Resolution

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RESOLUTION NO. \_\_-20

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL CAJON DELEGATING TO THE OFFICE OF  
CITY MANAGER THE AUTHORITY ON BEHALF OF THE  
CITY OF EL CAJON TO DETERMINE THE NATURE OF  
DISABILITIES AND TO CERTIFY SUCH DISABILITIES TO THE  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
(Government Code section 21173)

WHEREAS, the City of El Cajon, hereinafter referred to as "Agency," is a contracting agency of the Public Employees' Retirement System ("PERS"); and

WHEREAS, the Public Employees' Retirement Law (the "Law") requires that a contracting agency determine whether an employee of such agency, in employment in which they are classified as a local safety member, is disabled for purposes of the Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, the City Council has determined upon legal advice that California Government Code section 21173 allows that it may delegate authority to make such determinations to the incumbent of the office of the City Manager.

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

1. The City Council does hereby delegate to the incumbent of the office of City Manager authority to make determinations under section 21173 of the Government Code, on behalf of the Agency of disability and whether such disability is industrial, and to certify such determinations and all other necessary information to PERS.
2. Such incumbent shall be and is hereby authorized to make applications on behalf of the Agency for disability retirement of employees in employments in which they are local safety members, and to initiate requests for reinstatement of such employees who are retired for disability.
3. The City Clerk is hereby authorized and directed to forward a certified copy of this resolution to PERS.



City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Amendment for Mobile Power Station Equipment

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**RECOMMENDATION:**

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

1. Authorize an increase to the purchase agreement with DD DANNAR, LLC., in the not-to-exceed amount of \$8,893.82; and
2. Revise Resolution No. 024-20 from the March 24, 2020 City Council meeting to reflect the correct award amount of \$436,835.

**BACKGROUND:**

On March 24, 2020, the City Council authorized the sole source purchase of two (2) DANNAR 4.0 Mobile Power Stations (MPS) in the amount of \$436,835.

MPS units are zero-emissions vehicles integrated with high-capacity lithium ion battery packs, which makes them capable of powering multiple hydraulic tools simultaneously, or even powering an entire city block. MPS units serve as mobile battery storage units for the Public Safety Center and will discharge energy into the building during peak energy rate periods. Additionally, in the event of an emergency, either MPS unit, or both, may be mobilized to service community and citizen needs.

City staff recommends increasing the current purchase agreement with DD DANNAR, LLC in the amount of \$8,893.82 in order to house on-board transformer equipment on each MPS, as opposed to having it installed on the building. Furthermore, Resolution No. 024-20 from the March 24, 2020 City Council meeting reflected an incorrect award amount which shall be revised.

**FISCAL IMPACT:**

Approval of the \$8,893.82 increase will supplement the current purchase agreement, for a total not-to-exceed amount of \$445,728.82. Sufficient funds are available in Public Safety Energy Efficiency Improvements project (#PS0071).

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Yazmin Arellano, Acting Director of Public Works

Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

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RESOLUTION NO. \_\_-20

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL CAJON APPROVING AN AMENDMENT TO THE  
PURCHASE AGREEMENT WITH DD DANNAR FOR  
MOBILE POWER STATION EQUIPMENT

WHEREAS, on March 24, 2020, the City Council of the City of El Cajon (the "City") adopted Resolution No. 024-20 to authorize a sole source purchase, in accordance with El Cajon Municipal Code section 3.20.010(C)(5), in the amount of \$398,000.00 for two (2) DANNAR 4.0 mobile power stations, which are zero-emissions vehicles integrated with high-capacity lithium ion battery packs capable of powering multiple hydraulic tools simultaneously, or even powering an entire city block; and

WHEREAS, the actual amount of the purchase, as described in the agenda report for the purchase of the equipment, was \$436,835.00 after the payment of shipping and taxes; and

WHEREAS, the mobile power stations serve as mobile battery storage units for the Public Safety Center, and can discharge energy into the building during peak energy rate periods; and additionally, in the event of an emergency, either unit, or both, may be mobilized to service community and citizen needs; and

WHEREAS, City staff recommends increasing the current purchase agreement with DD DANNAR, LLC in an additional amount of \$8,893.82 in order to house on-board transformer equipment on each unit, as opposed to having it installed on the building, for a total not-to-exceed amount of \$445,728.82; and

WHEREAS, City Council finds that it is in the City's best interest to approve the amendment to the purchase agreement to increase the compensation by \$8,893.82, for a total not-to-exceed amount of \$445,728.82, and sufficient funds are available in Public Safety Energy Efficiency Improvements project.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby modifies its Resolution No. 024-20 to authorize the purchase of two (2) DANNAR 4.0 mobile power stations in the total amount of not-to-exceed \$436,835.00. Wherever, in Resolution No. 024-20, the amount of \$398,000.00 is written such figure is hereby changed to \$436,835.00.
3. The City Council hereby authorizes an increase to the purchase agreement with DD DANNAR, LLC in the amount of \$8,893.82 in order to house on-board transformer equipment on each unit, for a total not-to-exceed amount of \$445,728.82.

4. The City Council hereby approves amendment of the City's Purchase Agreement with DD DANNAR, LLC, to increase the compensation in the not-to-exceed amount of \$8,893.82, to be added to the previously approved not-to-exceed amount of \$436,835.00, for a total not-to-exceed amount of \$445,728.82.

5. The City Council hereby authorizes the City Manager to execute an amendment to the Purchase Agreement, with such changes as may be approved by the City Manager.

10/13/20 CC Agenda

Reso – Approve Amendment to Agmt w-DANNAR for Mobile Power Stations 100620



**City Council  
Agenda Report**

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Yazmin Arellano, Acting Director of Public of Works  
**SUBJECT:** Contract Amendment for City Hall Renovations (COVID-19)

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**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, to increase the contract for additional floor covering materials in the not-to-exceed amount of \$10,375.25.

**BACKGROUND:**

On July 27, 2020, a Request for Quotation (RFQ) was solicited for City Hall renovation work in order to comply with COVID-19 regulations. Three responses were received on July 31, 2020.

On August 5, 2020, the City of El Cajon entered into a contract with the lowest responsive and responsible bidder, San Diego General Contracting, Inc., in the not-to-exceed amount of \$86,232. The City Manager has since approved two contract increases in the total amount of \$17,073, which is approximately 20% of the original contract value. In accordance with City Council Policy B-4, the City Manager has authority to increase public works contracts up to 25% of the contract amount.

During the course of the project, it was discovered that additional floor covering materials were required. As such, this work was authorized in the additional amount of \$10,375.25. City staff is requesting approval for the amount of \$10,375.25, which requires Council approval in accordance with City Council Policy B-4. This increase will be funded by Coronavirus Aid, Relief and Economic Security (CARES) Act appropriations.

**FISCAL IMPACT:**

Approval of the \$10,375.25 requested will supplement the current contract, for a total not-to-exceed amount of \$113,608.25. Sufficient funds are available in CARES Act funding (CARE102).



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

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. \_\_-20

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL CAJON APPROVING  
AMENDMENT OF A PUBLIC WORKS CONTRACT  
WITH SAN DIEGO GENERAL CONTRACTING, INC. FOR  
CITY HALL RENOVATIONS (COVID-19)

WHEREAS, on July 27, 2020, a Request for Quotation ("RFQ") was solicited for City Hall renovation work order to comply with COVID-19 regulations, and three (3) responses were received on July 31, 2020; and

WHEREAS, on August 5, 2020, the City of El Cajon entered into a contract with the lowest responsive and responsible bidder, San Diego General Contracting, Inc., in the not-to-exceed amount of \$86,232.00 (the "Contract"); and

WHEREAS, in accordance with City Council Policy B-4, the City Manager has authority to increase public works contracts up to 25% of the contract amount, and during the course of the work the City Manager has approved two Contract increases in the total amount of \$17,073.00, which is approximately 20% of the original contract value; and

WHEREAS, it was recently discovered that additional floor covering materials were required, and as such, this work was authorized in the additional amount of \$10,375.25; and

WHEREAS, staff recommends that City Council approve the additional compensation amount of \$10,375.25, which will be funded by Coronavirus Aid, Relief and Economic Security (CARES) Act appropriations; and

WHEREAS, City Council finds that it is in the City's best interest to approve amendment of the Contract to provide additional compensation in the not-to-exceed amount of \$10,375.25 for additional floor covering materials, for a total not-to-exceed Contract amount of \$113,608.25.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves amendment of the Contract to provide additional compensation in the not-to-exceed amount of \$10,375.25 for additional floor covering materials, for a total not-to-exceed Contract amount of \$113,608.25.
3. The City Council hereby authorizes the City Manager to execute an amendment to the Contract, with such changes as may be approved by the City Manager.



## City Council Agenda Report

**Agenda Item 12.**

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Clay Schoen, Director of Finance  
**SUBJECT:** Fiscal Year 2020-21 First Quarter Report

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### RECOMMENDATION:

That the City Council:

1. Appropriates carry-over funding of \$4,167,408 from previously approved Capital Improvement Projects, capital outlay requests, and programs to be expended in Fiscal Year 2020-21; and
2. Increases or modifies Fiscal Year 2020-21 appropriations in the net amount of \$2,514,709 for additional needs as detailed in the report.

### BACKGROUND:

In March 2020, the City of El Cajon proclaimed a state of emergency as a result of the worldwide pandemic caused by the COVID-19 virus. The City has been, and will continue to be, adversely affected by this crisis. This report provides an update to the City Council and the public on a number of issues related to the ongoing public health crisis. Information is organized in the following sections:

- Overview - provides a summary timeline, key events, and actions taken
- Sales Tax - discussion of impacts to the City's primary source of revenue
- Fiscal Year 2019-20 Results - summarizes and compares year-end results to expectations
- Fiscal Year 2020-21 Outlook - discussion of continued impacts on the current fiscal year
- First Quarter Budget Adjustments - addresses and adjusts the current year budget

### Overview

The spread of the novel strain of coronavirus called SARS-CoV-2, which causes the disease known as COVID-19, and local, state and federal actions in response to COVID-19, are having a significant impact worldwide. In response to the number of cases of COVID-19 infections and fatalities, health officials and experts have recommended, and some governments have mandated, a variety of responses ranging from travel bans and social distancing practices to complete shutdowns of certain services and facilities.

The World Health Organization declared the COVID-19 outbreak to be a pandemic and on March 4, 2020, as part of the State of California's response to address the outbreak, the Governor proclaimed a state of emergency. On March 13, 2020, the President declared a national emergency, freeing up funding for federal assistance to state and local governments. Likewise, on March 13, the City Manager proclaimed a state of emergency for the City of El Cajon, which was ratified by the City Council on March 16.

Following these actions, many school districts across the State closed some or all school campuses. Local school districts were among those closures which affected schools within the City. In response to local and State directions or guidance, restrictions on in-person instruction have been imposed.

On March 19, 2020, the Governor of California issued Executive Order N-33-20, a mandatory statewide shelter-in-place order applicable to all non-essential services. The current shelter-in-place directives have been extended indefinitely until certain indicators for modifying the stay-at-home order have been met.

On March 27, 2020, the President signed the \$2.2 trillion Coronavirus Aid, Relief, and Economic Stabilization Act (the "CARES Act") which provided, among other measures, \$150 billion in financial assistance to states, tribal governments and local governments to provide emergency assistance to those most significantly impacted by COVID-19. Under the CARES Act, local governments are eligible for reimbursement of certain costs which were expended to address the impacts of the pandemic. Unfortunately, the City cannot predict what State and/or federal funding or other relief it will ultimately receive.

On August 28, 2020, the State released guidance regarding the re-opening of certain types of businesses based on a county-by-county approach where each county is assigned a tier based on COVID-19 case rates within each county. Since that time, San Diego County has moved between tiers as case rates fluctuate. Each tier is assigned a level of prescribed actions intended to mitigate the associated level of spread.

The effects of the COVID-19 outbreak, and the governmental actions responsive to it, are altering the behavior of businesses and people in a manner that is having significant negative impacts on global and local economies. In addition, financial markets in the United States and globally have seen significant declines and experienced severe volatility attributed to COVID-19 concerns. Volatility in the financial markets has impacted CalPERS' investment earnings, which could result in a significant increase in the City's unfunded pension liability and future pension costs.

The outbreak has resulted in increased pressure on governmental finances, as budgetary resources are directed towards containing the pandemic and the sharp decline of tax revenues. The COVID-19 outbreak is expected to result in material declines in major General Fund revenues, most notably sales taxes, but also categories such as transient occupancy taxes. In addition, the Governor extended the deadline to file and pay spring 2020 property taxes for residential and certain commercial property owners, and first quarter 2020 sales and use tax returns by 90 days for all but the very largest taxpayers. As a result of the extended deadline to file sales and use tax returns, it is estimated that many California businesses will be allowed to defer sales tax for up to 12-months. These actions have caused delays in the receipt by the City of its portion of the payments, and most critically, a delay in receiving accurate information.

Other potential impacts to the City associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges to the public health system, cancellations of public events, and disruption of the regional and local economy.

In an effort to limit large gatherings of employees, certain City personnel are telecommuting or working from alternate locations. In addition, on-site personnel are wearing masks and gloves and practicing social distancing while working. The City does not expect its operations to be materially affected by such actions. However, there can be no assurance that absence of employees or City leadership, due to COVID-19, will not adversely impact City operations.

To mitigate these impacts, the City has taken numerous actions. An immediate hiring freeze was ordered, and was accompanied with the dismissal of many part-time and seasonal staff. Non-essential operations have been curtailed, and a number of budget reductions were included in the Fiscal Year 2020-21 budget. The City has protected its citizens from more extreme impacts to services as a result of conservative financial management of the past several years. During this time the City has accumulated surplus revenues, as General Fund reserves, and has been able to rely on these surplus funds to insulate operations from falling revenues.

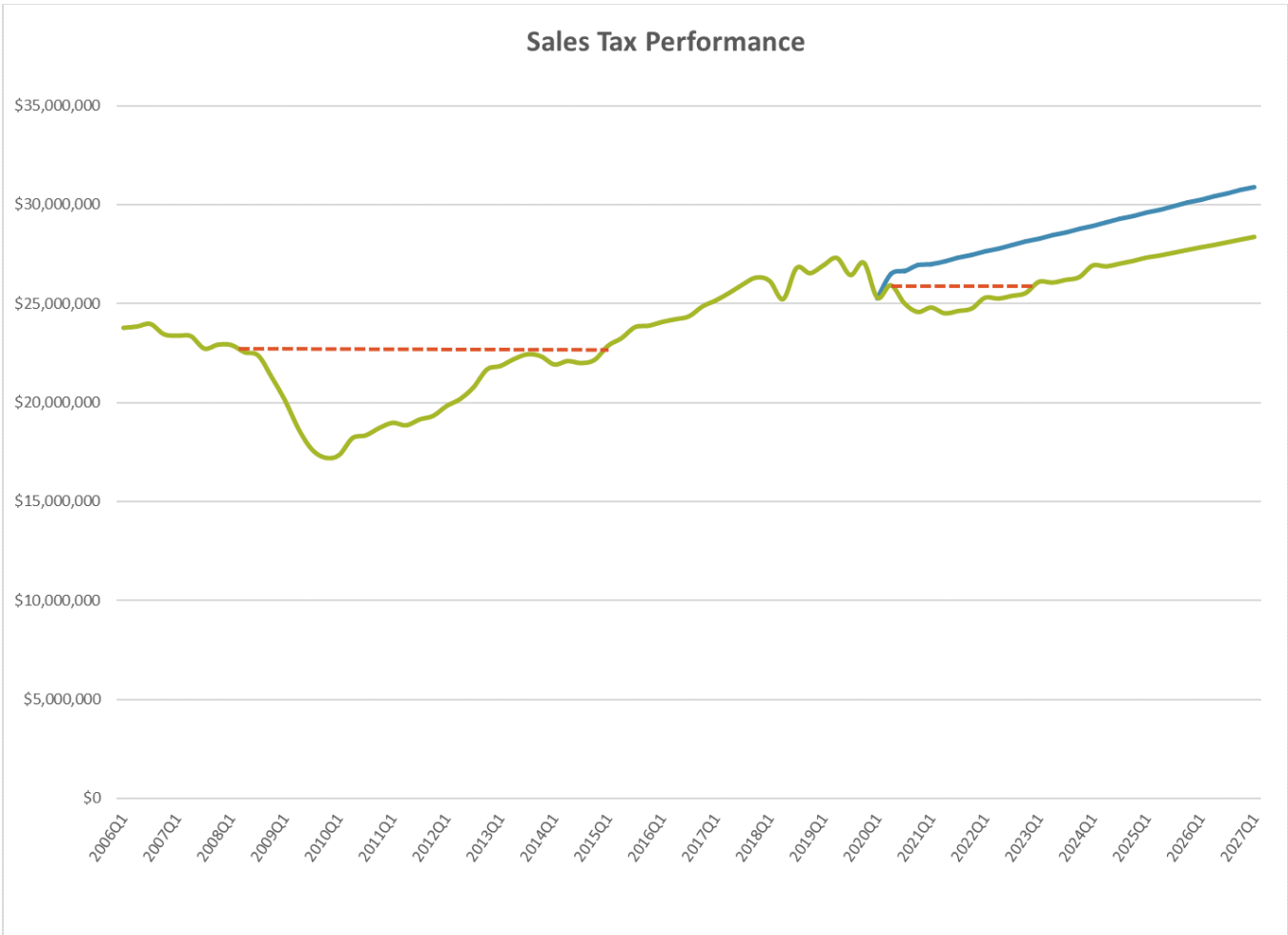
The COVID-19 outbreak is ongoing, and the duration and severity of the outbreak, as well as the economic and other actions taken by governmental authorities to contain its impact, are uncertain. The ultimate impact of COVID-19 on the operations and finances of the City is unknown at this time.

### **Sales Tax**

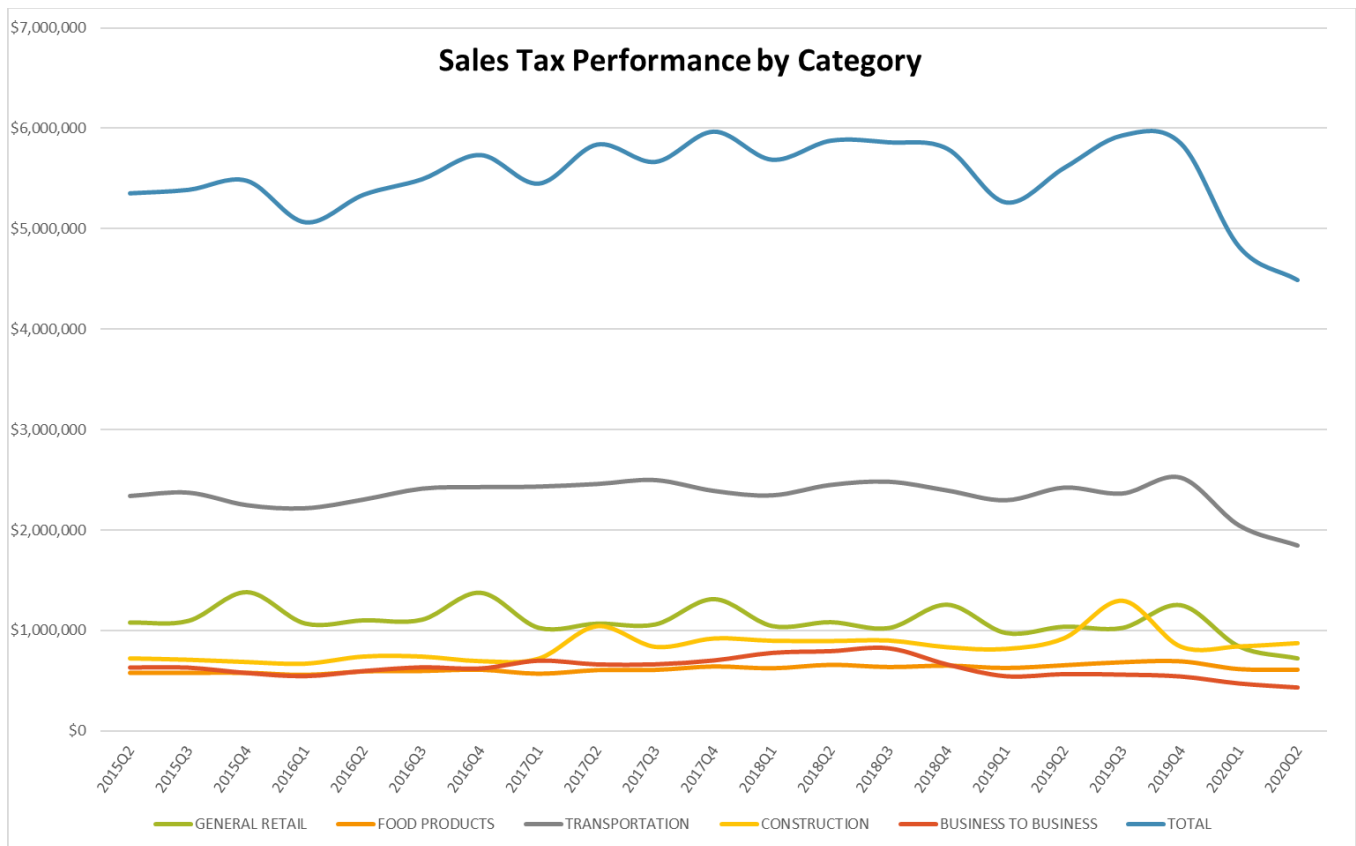
Sales taxes comprises 44.2% of the General Fund revenue budget in Fiscal Year 2020-21. It is because of this dependence that the impact of sales tax receipts is most concerning for the City's financial outlook. As the economy shut down, sale tax receipts plummeted. The following table contrasts total sales tax projections prior to the public health crisis to the most recent projections. The difference between the two sets of projections can be considered the sales tax "lost" as a result of COVID-19.

	<b>Pre-COVID Projection</b>	<b>Revised Projection</b>	<b>Change \$ +/-</b>	<b>Change % +/-</b>
<b>FY2019-20</b>	\$37,608,521	\$35,908,669	(\$1,699,852)	-4.5%
<b>FY2020-21</b>	38,569,759	34,090,142	(4,479,617)	-11.6%
<b>FY2021-22</b>	39,622,712	35,217,869	(4,404,843)	-11.1%
<b>FY2022-23</b>	40,653,839	36,421,250	(4,232,589)	-10.4%
<b>FY2023-24</b>	41,671,544	37,644,312	(4,027,232)	-9.7%
<b>FY2024-25</b>	42,702,973	38,445,365	(4,257,608)	-10.0%

Similarly, the following chart shows both projected and historical regular sales tax to demonstrate how sales tax receipts declined and then recovered during the Great Recession. While it is not anticipated that recovery from this episode will take as long, it shows that it will likely take several years to get back to the same level of receipts prior to the pandemic. It should also be noted that this is only to get back, and does not consider the normal revenue growth missed during the event. This can be seen as the area between the green line representing historical and current expectations and the blue line representing the pre-COVID-19 projected receipts.



There are several components to sales tax and each has its own cycle. The following chart illustrates sales tax in total, as well as the primary categories. The largest category of sales tax is transportation, which is also the most volatile. During the past few months total sales tax has declined sharply, driven primarily by the transportation (auto sales) and retail categories.



There are two major components of sales tax. The first is the base, or regular sales tax assessed at the rate of 1.0% of the taxable transaction. In addition to that, the City of El Cajon has an additional 0.5% rate authorized by Proposition J. This proposition has generated \$97.7 million since adoption, and remains as critical today as when adopted. In Fiscal Year 2019-20, this additional sales tax generated \$10.0 million. This is approximately \$691,000 higher than anticipated at the time the Fiscal Year 2020-21 Annual Budget was developed. This deviation is largely the result of difficulties in projecting recent changes related to internet sales and use tax (South Dakota v. Wayfair).

Regular sales tax, on the other hand, totaled \$25.9 million in Fiscal Year 2019-20. This was approximately \$53,000 (0.2%) higher than anticipated. It was however, \$2.5 million under budget, and approximately \$743,000 below the previous year.

**Fiscal Year 2019-20 Results**

Fiscal Year 2019-20 ended with total General Fund revenues of \$78.0 million. This amount exceeded the final budget by approximately \$780,000. Most significantly, this total exceeds the amount projected during the assembly of the Fiscal Year 2020-21 Annual Budget of \$75.0 million by \$3.0 million. Despite the impacts to sales tax discussed above, stronger than anticipated performance in a number of areas helped deliver better than expected results.

Some of this is due to cash investment earnings higher than anticipated, but is mostly attributable to an adjustment for Unrealized Gains/Losses. This adjustment, prescribed by accounting standards, requires investment values be adjusted for current market conditions. In normal fiscal years this is a minor adjustment rarely garnering much discussion. However, this year, while markets declined as a result of the events tied to COVID-19, previously held City investments increased in relative value by approximately \$1.3 million. It should be cautioned that this “revenue” is an accounting adjustment, and is not supported by an underlying cash

transaction.

For the same period, General Fund expenditures totaled \$77.8 million. This is below projected amounts by approximately \$525,000 or 0.7%.

As a result of this combined activity, the General Fund closed the Fiscal Year with an increase to reserves of approximately \$229,000. In a tumultuous year, the General Fund experienced revenues, expenditures, and fund balance approximately the same as the preceding year.

If adjusting for the Unrealized Gain discussed above, results change to a modest use of reserves of approximately \$1.1 million. This is less than the anticipated \$3.3 million drawdown of surplus revenues contemplated at the time of adopting the Fiscal Year 2020-21 Annual Budget in June.

### **Fiscal Year 2020-21 Outlook**

While still early in the fiscal year, and only the earliest of information is available for analysis, there are a number of specific things that may influence the outlook for the remainder of the year. Affecting revenues is an update to our sales tax projection which suggests the potential of an additional \$1.4 million of revenue from this crucial funding source. The outlook for all other categories remains as budgeted until later in the year when either key events occur, or better information is available.

On the expenditure side, preliminary projections of personnel expenditures suggest this category may be over budget by year-end, and will therefore be closely monitored to determine if action to mitigate is required. Non-personnel expenditures are more difficult to anticipate, as many are one time expenditures which have yet to occur. However, there has not been any information to suggest deviation from budgeted amounts.

In conclusion, it is still too early in the fiscal year for substantial analysis; however, key drivers of performance appear to be stabilizing and there is no negative information to suggest a continued worsening of conditions. Therefore, at this time, the outlook remains as communicated in the adopted Fiscal Year 2020-21 Annual Budget with a more thorough update scheduled for mid-year as part of the Mid-Year Report and Five-Year Business Plan update.

### **First Quarter Budget Adjustments**

As part of the budget process each year, departments estimate funding requirements through fiscal year-end (June 30), and the subsequent fiscal year to establish a total budget for multi-year projects, capital purchases, and certain programs. Due to unforeseen conditions and schedule adjustments, unspent, but committed, funds as of June 30 need to be carried forward to the new fiscal year so that projects and purchases can be completed. Table 1: Carry-Over Funding on the Attachment lists the carry-over amounts to be appropriated in Fiscal Year 2020-21.

**Sewer and Storm Drain Pipe Replacement (WW61021)** Flying Hills Elementary School is undergoing the construction of several new buildings. As this expansion will increase demand to the City's existing sewer system, the Cajon Valley Union School District and the City agreed to a capacity charge in order to cover the required improvements to the sewer system, which was determined to be \$29,490. This amount has been received, and staff is requesting that the funding provided by the School District be appropriated to the Sewer and Storm Drain Pipe Replacement (WW61021) project.



Slurry 2021 (PW51021) Helix Water District recently completed a waterline replacement project along Broadway between Third Street and Main Street. In an effort to reduce further disruption to the public, Helix Water District agreed to reimburse the City for street resurfacing required by the project, which will be completed under the City's regular slurry program. As such, reimbursement costs of \$25,419 were received, and staff is requesting that the funding provided be appropriated to the Slurry 2021 (PW51021) project.

Magnolia Performing Arts Center Fund During the development of the Fiscal Year 2020-21 Annual Budget, it was anticipated that The Magnolia would partially reopen in the fall of 2020. The ongoing pandemic, coupled with a lack of safe reopening guidelines from the State and County, has postponed any reopening plans for the theater in the foreseeable future. For these reasons, staff requests an increase in appropriations from fund equity, or unbudgeted revenues if available, of \$445,000, and to reallocate funds as necessary to address capital and operating expenses.

UASI Grant Fund Additional UASI funding was made available to the City subsequent to the development and adoption of the Fiscal Year 2020-21 Annual Budget. This funding is intended to support a project originally intended as a regional ARJIS initiative. The project will now be administered by each participating agency directly. This funding is for equipment to promote quicker, more thorough, and efficient information sharing and utilization. Staff requests an appropriation increase of \$14,800 to the UASI Grant Fund, and authorization for the capital expenditure for this purpose.

Other Financing Uses On February 25, 2020, as part of a report discussion Unfunded Pension Liabilities, the City Council authorized the establishment of a Public Agency Retirement Services (PARS) Section 115 Trust to fund employee benefit costs and serve as a pension stabilization fund. Staff recommends the appropriation of \$2.0 million from the General Fund Reserve for Unfunded PERS Obligations for the purpose of establishing the trust and making the initial deposit. While the total Reserve for Unfunded PERS Obligations is currently \$8.0 million, staff feels it is prudent to start with only a portion of this amount and reevaluate further deposits at a later time.

**FISCAL IMPACT:**

This action will carry-over unused Fiscal Year 2019-20 appropriations totaling \$4,167,408 into the current year and authorize \$2,514,709 of additional Fiscal Year 2020-21 expenditures.

Prepared By: Clay Schoen, Director of Finance

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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Attachments

Table 1: Carry-Over Funding  
WW61021 Revised Project Sheet  
PW51021 Revised Project Sheet

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**FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2020-21**

**TABLE 1: CARRY-OVER FUNDING**

<b>Purchase Order (PO)/ Project Number</b>	<b>Description</b>	<b>Fund Name Budget Activity</b>	<b>Carry Over Appropriation</b>
PO 94315	Vehicle Outfitting Services	Vehicle Replacement Fund	\$ 89,000
PO 94457	Police Vehicles	Vehicle Replacement Fund	63,000
PO 94473	Police and Public Works Vehicles	Vehicle Replacement Fund	294,000
Project C0704	Mobile Home Rehabilitation Loan Program	CDBG	168,697
Project C0922	Wells Park Improvements	CDBG	959,722
Project C0925	ADA Curb Ramps & Sidewalks	CDBG	235,213
Project C0753V	East County Transitional Living Center - Emergency Shelter Program	CDBG - CARES	170,840
Project C0754V	Interfaith Shelter Network - Rental and Utility Assistance Program	CDBG - CARES	157,881
Project C0755V	CSA San Diego County - Rental and Utility Assistance Program	CDBG - CARES	192,246
Project C0756V	Home Start Inc - Rental and Utility Assistance Program	CDBG - CARES	145,666
Project C0757V	Home Start Inc - Motel Voucher Program	CDBG - CARES	4,938
Project H0720	Housing Rehabilitation Pool of Funds	HOME	1,375,959
Project H0722	Single Family Rehabilitation Program	HOME	5,041
Project H0718	Community Housing Development Organization (CHDO) Project Set-Aside	HOME	240,617
Project 280000	First Time Homebuyer Loans	CalHOME	64,588
<b>Appropriations for Purchase Orders and Project Carry Overs</b>			<b>\$ 4,167,408</b>

## CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2020 - 2021

**PROJECT NAME:** SEWER AMD STORM DRAIN REPLACEMENT

**ACTIVITY:** 650900

**PROJECT NO:** WW61021

**Description:**

Replacement of existing sewer mains at various locations throughout the City.

**Justification:**

Much of El Cajon's pipeline infrastructure was installed in the 1960's and 1970's and consisted of corrugated metal pipe for storm drains and vcp for sewer mains. These pipes are at the end of their life cycle and require rehabilitation for an estimated cost of \$23,000,000 to repair pipes that require attention.

**Scheduling:**

Pipeline repairs will continue on a priority basis as funds are available. It is projected that all repairs throughout the system will be completed by Fiscal Year 2027-28.

**Operating Budget Impact:**

As repairs are made, the need for intense maintenance will decrease.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)	-	-	-	-
Consulting Services (8325)	-	-	-	-
Engineering Services (8335)	-	-	-	-
Engineering Services-Internal (8336)	75,000	75,000	-	75,000
Inspection Services-Internal (8337)	75,000	75,000	-	75,000
Other Prof/Tech Services (8395)	5,000	5,000	-	5,000
Advertising (8522)	500	500	-	500
Permits & Fees (8560)	50	50	-	50
Land Acquisition (9050)	-	-	-	-
Construction-Buildings (9060)	-	-	-	-
Infrastructure (9065)	1,100,000	1,100,000	29,490	1,129,490
Relocation Costs (9080)	-	-	-	-
Other Misc. Expenses (8524, 8568, 8576 & 8594)	-	-	-	-
Land Improvements / Abatement & Demo (9055)	-	-	-	-
Contingency (9060)	-	-	-	-
<b>PROJECT COST TOTAL:</b>	<b>1,255,550</b>	<b>1,255,550</b>	<b>29,490</b>	<b>1,285,040</b>
<b>Source(s) of Funds:</b>				
Wastewater	1,255,550	1,255,550		1,255,550
Cajon Valley Union School District	-	-	29,490	29,490
<b>FUNDING TOTAL:</b>	<b>1,255,550</b>	<b>1,255,550</b>	<b>29,490</b>	<b>1,285,040</b>

## CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2020- 2021

**PROJECT NAME:** SLURRY 2021

**ACTIVITY:** 550000

**PROJECT NO:** PW51021

**Description:**

Provides for the resurfacing of various collector and residential streets using slurry seals.

**Justification:**

Public Works systematically reviews the condition of streets in conjunction with the Pavement Management Program and recommends maintenance in a systematic manner. Preventative maintenance is the most cost-effective method of road surface management.

**Scheduling:**

Design will be completed early in fall 2019 with construction scheduled for spring 2020.

**Operating Budget Impact:**

Reduced maintenance costs and reimbursement of engineering services will reduce General Fund support for project related expenses.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Architectural Services (8315)	-	-	-	-
Consulting Services (8325)	-	-	-	-
Engineering Services (8335)	-	-	-	-
Engineering Services-Internal (8336)	100,000	100,000	-	100,000
Inspection Services-Internal (8337)	50,000	50,000	-	50,000
Legal Services (8345)	-	-	-	-
Other Prof/Tech Services (8395)	24,450	24,450	-	24,450
Advertising (8522)	500	500	-	500
Janitorial Services (8544)	-	-	-	-
Permits & Fees (8560)	50	50	-	50
Printing & Binding (8570)	-	-	-	-
Furniture, Machinery & Equipment (9035)	-	-	-	-
Land Improvements (9055)	-	-	-	-
Construction-Buildings (9060)	-	-	-	-
Infrastructure (9065)	875,000	700,000	25,419	725,419
Contingency (9060)	-	-	-	-
<b>PROJECT COST TOTAL:</b>	1,050,000	875,000	25,419	900,419

Source(s) of Funds:				
RMRA Gas Tax Funding	600,000	600,000	-	600,000
TransNet Project ID #EL21	450,000	275,000	-	275,000
Helix Water District	-	-	25,419	25,419
<b>FUNDING TOTAL:</b>	1,050,000	875,000	25,419	900,419



City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** Allocation of CARES Act-CDBG Funds

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**RECOMMENDATION:**

That the City Council provides direction to staff on the allocation of CARES Act-CDBG funds.

**BACKGROUND:**

Earlier in 2020, in response to the COVID-19 global pandemic, Congress authorized funding to assist low and moderate income Americans; these funds were through the CARES Act-CDBG program (CDBG-CV). The City was informed that a second round of this funding, in the amount of \$1,009,000, is available to the City (referred to as CDBG-CV3). The purpose of this agenda item is to present recommended uses for these funds as well as recommendations on the first round of funding received.

In May 2020, the City was informed that it would be allocated \$802,656 in CDBG-CV funds. These funds are limited to be used to assist low-income households that experienced an economic loss due to COVID-19. Staff presented options of how to use the funds to the City Council on May 12, 2020 and the City Council authorized the allocation of \$572,362 for rental and utility assistance and \$230,294 for emergency homeless shelter programs. The rental/utility assistance funds were provided to three non-profit service providers to administer: Interfaith Shelter, Home Start, and CSA San Diego County. The emergency shelter funds were allocated to ECTLC for emergency shelter space and Home Start for a motel voucher program.

The table below shows the programs and providers along with the amount of funds allocated, number of households served, and remaining funds available, as of September 30, 2020:

<b>Provider/Program</b>	<b>Allocation</b>	<b>Households Served</b>	<b>Balance</b>
Interfaith Shelter - Rental/Utility Assistance	\$200,000	27	\$97,281
Home Start - Rental/Utility Assistance	\$172,362	26	\$50,088
CSA SD County - Rental/Utility Assistance	\$200,000	7	\$172,666
ECTLC - Emergency Homeless Shelter	\$185,294	194	\$113,815
Home Start - Motel Voucher Program	\$45,000	86	\$0
	<b>\$802,656</b>	<b>340</b>	<b>\$433,850</b>

As shown in the table, more than half of the funds have not been expended. By category, the motel voucher program has expended all of its funds, the rental/utility assistance program has expended 44 percent of its allocation, and the emergency homeless shelter program has expended 51 percent of its funds.

Staff is working with the three rental/utility assistance providers to understand and address barriers that have prevented the release of the funds quickly into the community. One primary barrier is difficulty in obtaining the required documentation from potential clients and difficulty in getting documentation from employers. Each of the providers have processed over 100 applications and about one-third of those have been outside City limits, making them ineligible.

Staff recommends several changes to the program to help facilitate funds being distributed faster. First, staff recommends that the City assist in the development of a uniform online application that can be used by all three providers. Second, staff recommends that the rental assistance program be expanded to include mortgage assistance for qualified residents. Third, staff recommends that the 10 percent administrative cost cap be increased to 15 percent. These recommendations, along with a re-advertisement of the program will help ensure that these funds are expended over the next few months.

For the CDBG-CV3 funds, staff makes the three recommendations. First, that the motel voucher program, operated by Home Start, receive another \$50,000. Second, once service provider expend housing and utility assistance funds, that an additional \$100,000 be allocated for this activity. Third, the balance (approximately \$850,000) remain unallocated until the first round of money is expended. This will allow staff to analyze the most demanded needs in the community, based on program expenditures, and will grant staff time to conduct public outreach to better understand ongoing needs. Using data from the previous round of funding and information gathered from the public outreach efforts, staff will be able to make a recommendation on allocating the CDBG-CV3 funds.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: N/A

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**City Council  
Agenda Report**

**DATE:** October 13, 2020  
**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 25 – SANDAG Board of Directors Meeting
- October 5 – LAFCO Meeting
- October 7 – KUSI Interview at Animal Shelter
- October 13 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor

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City Council  
Agenda Report

**Agenda Item 15.**

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:**  
**SUBJECT:** Legislative Report

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RECOMMENDATION:

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Attachments

Legislative Report

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# LEGISLATIVE REPORT - END OF SESSION

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS / LAST ACTION DATE
AB	664	Cooper	Workers' compensation: injury: communicable disease	7/14/2020		Assembly	Dead.
AB	685	Reyes	Requires employers to notify employees within 1-day whether they have been exposed to COVID by another employee.	9/8/20220		Assembly	9/17/20 – Chaptered by Secretary of State.
AB	992	Mullen	Amends the Brown Act, allows elected officials to contact constituents over social media platforms.	9/8/2020		Assembly	9/18/20 – Chaptered by Secretary of State.
AB	1196	Gipson	Peace officers: use of force. Carotid hold.	7/14/2020		Assembly	9/30/20 – Chaptered by Secretary of State.
AB	1506	McCarty	Police use of force. Investigation of OIS.	7/14/2020		Assembly	9/30/20 – Chaptered by Secretary of State.
AB	1775	Sawyer	Misdemeanor for using 911 to harass persons of a protected class.	9/8/2020		Assembly	9/30/20 – Chaptered by Secretary of State.

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

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB	2617	Gabriel	Prohibits possession of a firearm if subject to a protective order issued by another state.	9/8/2020		Senate	9/29/20 – Chaptered by Secretary of State.
SB	793	Hill	Flavored tobacco products	7/14/2020		Senate	8/28/20 – Chaptered by Secretary of State.
SB	970	Umbert	Changes primary election dates in non-presidential years from March to June.	9/8/2020		Senate	9/18/20 – Chaptered by Secretary of State.
SB	1159	Hill	Creates a rebuttable presumption for public safety and healthcare workers who contract COVID; requires study on impact of COVID WCC claims; codifies Gov's executive orders on COVID WCC.	9/8/2020		Senate	9/17/20 – Chaptered by Secretary of State.
SB	1383	Jackson	Unlawful employment practice: family leave; right to sue.	8/11/20		Senate	9/17/20 – Chaptered by Secretary of State.

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



City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kendrick  
**SUBJECT: COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications;  
Heartland Fire Training JPA.; East County Advanced Purification 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 - Metro Wastewater JPA, AWP JPA  
October 8 - Heartland Fire Training JPA  
October 13 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember

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City Council  
Agenda Report

Agenda Item 17.

**DATE:** October 13, 2020

**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 13 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Bob McClellan, Councilmember

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## City Council Agenda Report

Agenda Item 18.

**DATE:** October 13, 2020

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Goble

**SUBJECT: COUNCILMEMBER STEVE GOBLE**

SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate; Chamber of Commerce – Government Affairs Committee; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Purification JPA - 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:

September 18 - Email to Cindy G. w/answer re: rental resources  
September 18 - Email to City Mgr re: transients on Kaiser property  
September 21 - Email to City Mgr re: more transients on Kaiser property  
September 21 - Email to Caroline S @ County re: COVID data  
September 21 - Email to Khaled M re: status of building permit  
September 28 - Email to Caroline S @ County re: COVID data  
September 29 - Email to Stephanie H re: District 2 election question  
September 30 - Lunch w/Steve South from EDCO  
September 30 - Phone call with Greg H @ The Rock re: need for permit  
October 2 - Email to City Mgr re: traffic sign  
October 5 - Email to City Mgr re: sewer late notices  
October 5 - Email to Kristine C at Chamber re: Oct 6 meeting  
October 6 - Chamber Gov't Affairs Committee Mtg  
October 6 - Ribbon Cutting Cardiovascular Institute  
October 6 - Email to City Mgr re: question on new shelter operations  
October 13 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember

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City Council  
Agenda Report

**DATE:** October 13, 2020  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Deputy Mayor Phil Ortiz  
**SUBJECT:** **DEPUTY MAYOR PHIL ORTIZ**  
East County Economic Development Council.

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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 24 - Meeting with El Cajon business owner
- October 1 - Call with resident about concerns with neighbor
- October 13 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Deputy Mayor

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