



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

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## **UPDATED** Agenda

SEPTEMBER 27, 2022, 3:00 p.m.

Bill Wells, Mayor  
Michelle Metschel, Deputy Mayor  
Steve Goble, Councilmember  
Gary Kendrick, Councilmember  
Phil Ortiz, Councilmember

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

**CALL TO ORDER: Mayor Bill Wells**

**ROLL CALL: City Clerk Angela Cortez**

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

**POSTINGS:** The City Clerk posted Orders of Adjournment of the September 13, 2022, Meetings and the Agenda of the September 27, 2022, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

- **Proclamation: German American Month**
- **Proclamation: National Fire Prevention Week: 10/9/22 - 10/15/22**
- **Proclamation: Parkway Plaza 50th Anniversary**

**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 Meeting

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the September 13, 2022, Meetings and the September 15, 2022 Joint Special 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. Youth League Utility Support Fiscal Year 2022/2023

RECOMMENDATION:

That the City Council approves the Recreation Council's recommendation to provide utility support, in the amount of \$2,100 per league, to eight Executive Member youth leagues.

5. El Cajon Housing Authority Annual Report (Fiscal Year 2021-2022)

RECOMMENDATION:

That the City Council, acting as the El Cajon Housing Authority:

1. Approves the attached 2021-2022 Annual Report; and
2. Authorizes the Executive Director to transmit it, in a form substantially as presented, to the California Department of Housing and Community Development as required by State law.

6. Fiscal Year 2022-23 Annual Budget Amendments

RECOMMENDATION:

That the City Council:

1. Modifies Fiscal Year 2022-23 appropriations as detailed in the report;
2. Establishes Stoney Park Fitness Equipment Project (2337978PRCP); and
3. Appropriates \$24,353 of CDBG Program Income funds and \$20,377 of HOME Program Income funds for program administration costs.

7. Capital Outlay Authorization

RECOMMENDATION:

That the City Council authorizes the City Manager, or approved designee, to use the Wildfire and Forest Resilience Program (WEAP21) grant funds to purchase a compact track loader for approximately \$100,000, a trailer for approximately \$70,000, and a brush cutter for approximately \$15,000.

8. FY 2021 Urban Area Security Initiative (UASI) Grant - Police Department

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY2021 Urban Area Security Initiative (UASI) Grant funding in the amount of \$40,000, and execute any grant documents and agreements necessary for the receipt and use of these funds.

9. Mother Goose Parade Association Sponsorship and In-Kind Support

RECOMMENDATION:

That the City Council approves the request from the Mother Goose Parade Association to participate as a sponsor and provide in-kind support for the 2022 Mother Goose Parade 'Fest.

10. Conflict of Interest Code - Biennial Review

RECOMMENDATION:

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

**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:**

11. Update on Potential Annual Sewer Charge Postponement Program

### **RECOMMENDATION:**

That the City Council receives the report and staff recommendation and provides direction to staff on whether to proceed with drafting guidelines for a City-run program for the postponement of annual sewer charges for qualified property owners.

12. Update on The Magnolia's Financial Performance

### **RECOMMENDATION:**

That the City Council receives an update on The Magnolia's financial performance.

13. Update on County of San Diego's Motel Voucher Program and City of El Cajon's Response

### **RECOMMENDATION:**

That the City Council receives the report and appoints two members of the City Council to serve on a subcommittee to assist in drafting regulatory policy for motels operating with homeless vouchers.

## **COMMISSION REPORTS:**

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

SANDAG (San Diego Association of Governments) Board of Directors; SANDAG – Audit Committee, San Diego Division; LAFCO.

14. Council Activity Report

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

15. **COUNCILMEMBER STEVE GOBLE**

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

16. **COUNCILMEMBER GARY KENDRICK**

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

17. **DEPUTY MAYOR MICHELLE METSCHEL**  
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater JPA – Alternate.
  
18. **COUNCILMEMBER PHIL ORTIZ**  
League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

**JOINT COUNCILMEMBER REPORTS:**

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

**ORDINANCES: FIRST READING**

**ORDINANCES: SECOND READING AND ADOPTION**

**CLOSED SESSIONS:**

19. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9:  
One (1) potential case - Facts and circumstances: In response to warnings issued to seven (7) motels that they are violating the City's zoning code by exceeding the maximum amount of accessory use by establishing emergency shelters in their facilities through the use of County of San Diego motel vouchers, the State of California Department of Justice, Office of Attorney General, has notified the City that such actions violate the State's Fair Employment and Housing Act

**ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 27th day of September 2022, is adjourned to Tuesday, October 11, 2022, at 3:00 p.m.**



City Council  
Agenda Report

Agenda Item 1.

**DATE:** September 27, 2022  
**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 Meeting

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**RECOMMENDATION:**

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the September 13, 2022, Meetings and the September 15, 2022 Joint Special Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

09-13-22DRAFTminutes - 3PM  
09-13-22DRAFTminutes - 7PM  
09-15-22DRAFTJoint Special minutes - 3PM

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



## MINUTES

### CITY OF EL CAJON EL CAJON, CALIFORNIA

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#### September 13, 2022

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 13, 2022, was called to order by Mayor/Chair Bill Wells at 3:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### ROLL CALL

Council/Agencymembers present: Goble, Kendrick, and Ortiz  
Council/Agencymembers absent: None  
Deputy Mayor/Vice Chair present: Metschel  
Mayor/Chair present: Wells  
Other Officers present: Mitchell, City Manager/Executive Director  
DiMaggio, Assistant City Manager  
Foley, City Attorney/General Counsel  
Cortez, City Clerk/Secretary

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.**

**POSTINGS:** The City Clerk posted Orders of Adjournment of the August 9, 2022, meetings and the Agenda of the September 13, 2022, meetings in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

**PRESENTATIONS:**

- Presentation: Retirement of Police K9 Jester
- Proclamation: National Preparedness Month – September 2022

**AGENDA CHANGES:**

**CONSENT ITEMS: (1 – 12)**

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

Approve Minutes of the August 9, 2022, Meetings of the El Cajon City Council/ Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approve payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title Only

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

4. FY 2022 U.S. Department of Justice Byrne Memorial Justice Assistance Grant (JAG) Application

Receives the FY 2022 JAG application document as an informational item as required by the grant guidelines. If the Police Department is awarded FY 2022 JAG funding, a separate City Council action will be required to accept and appropriate the actual grant award.

**PULLED FOR DISCUSSION:**

5. Approval of the Adjustments to the American Rescue Plan Act Funds

**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, to approve the re-allocation of residual American Rescue Plan Act funding, discussed at the July 26, 2022 meeting.



**CONSENT ITEMS: (Item 5 - Continued)**

**DISCUSSION**

In response to a question by Councilmember Goble, City Manager Mitchell stated that the Item is only to formalize the previously allocated funds.

Councilmember Goble requested that \$25,000.00 of the funds be allocated towards the emergency sleeping cabins being built by Amikas. The same amount will be deducted from the Fire ladder fund.

**MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE Consent Items 1 to ADOPT Resolution No. 083-22 to approve the re-allocation of residual American Rescue Plan Act funding, discussed at the July 26, 2022 meeting, reducing the Fire Ladder fund amount by \$25,000.00 and allocating the same amount to the Amikas' Emergency Sleeping Cabin project.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

6. San Ysidro Health Public Outreach Project

Adopt Resolution No. 084-22 authorizing the City Manager or designee to accept, appropriate, and expend funds in the amount of \$10,000, and to execute any documents and agreements necessary for the receipt and use of these funds.

7. 2021 State Homeland Security Grant Program Funding

Adopt Resolution No. 085-22 authorizing the City Manager or designee to accept and appropriate the FY 2021 State Homeland Security Grant funds in the amount of \$77,623, and to execute any grant documents and agreements necessary for the receipt and use of these funds.

8. Authorization to Accept, Appropriate, and Expend the Clean California Grant for the Oakdale Alameda Gateway Beautification Project

Adopt Resolution No. 086-22 to Accept, Appropriate, and Expend \$5.0 million on the Clean California Grant for the purpose of funding the Oakdale Alameda Gateway Beautification project; and increase the Oakdale Alameda Gateway Beautification project by \$5.0 million.

**CONSENT ITEMS: (Continued)**

9. Contract Amendment for Measure P Voter Informational Outreach Services

Adopt Resolution No. 087-22 to increase the Agreement for Professional Services with Probolsky Research, LLC (PRLLC), for Measure P voter informational outreach services in the not-to-exceed amount of \$55,000.

10. Award of Bid No. 003-23 – Wells Park Improvements - Basketball Courts

Adopt Resolution No. 088-22, to Approve Plans and Specifications for Wells Park Improvements – Basketball Courts, Bid No. 003-23; Find the first, and third through sixth apparent low bidders non-responsive for the reasons set forth in the agenda report; and Adopt Resolution No. 089-22 to award the bid to the lowest responsive, responsible bidder, R.L. Lee Construction, Inc., in the amount of \$242,771.

11. Police Canine Donation from the Animal Center for Education and Services (ACES) Foundation to the El Cajon Police Department via the El Cajon Canine Officers Association (ECCOA)

Authorize the City Manager or designee to accept the donation of a police canine and the associated POST certified training costs from the El Cajon Canine Officers Association (ECCOA). The funding was provided to the ECCOA from the ACES Foundation for the sole purpose of purchasing a new canine and the associated POST certified training.

12. Authorize the Purchase of Five Ford Police Interceptors

Adopt Resolution No. 090-22 to Authorize the purchase of five 2023 Ford Police Interceptors from Downtown Ford Sales, in Sacramento; and Appropriate carryover funding of \$284,008.85 from previously approved Capital Outlay to be expended in Fiscal Year 2022-23.

**MOTION BY WELLS, SECOND BY ORTIZ, to APPROVE Consent Items 1 through 4, and 6 through 12.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**PUBLIC COMMENT:** None

**WRITTEN COMMUNICATIONS:** None

**PUBLIC HEARINGS:**

13. Fifth Amendment to FY 2019-20 One-Year Action Plan to Approve and Re-Allocate CDBG Funds and Second Amendment to FY 2021-22 One-Year Action Plan to Approve and Re-Allocate CDBG Funds and Allocate HOME-ARP Funds

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Opens the public hearing and accepts public testimony for the Fifth Amendment to FY 2019-20 One-Year Action Plan and Second Amendment to FY 2021-22 One-Year Action Plan;
2. Closes the public hearing; and
3. Adopts the next Resolution, in order, amending the FY 2019-20 and FY 2021-22 One-Year Action Plans to:
  - a) Approve and re-allocate \$430,000 in Community Development Block Grant (CDBG) funds from the Wells Park Comprehensive Improvements Project to a Stoney Park-Senior Fitness Equipment project, Housing Services and COVID-19-related public services or capital improvement projects; COVID-19-related public services or capital improvement projects;
  - b) Approve and re-allocate \$525,000 in CDBG funds from the Broadway Creek Restoration Project to the Neighborhood Street Lights Improvements Project;
  - c) Approve, appropriate and adopt pre-award costs of \$109,463.60 associated with preparation of the spending plan using one-time funding from the HOME Investment Partnerships Act Program (HOME) from the American Rescue Plan (ARP); and
  - d) Make the necessary changes to the One-Year Action Plans, and submit all required documentation to the U.S. Department of Housing and Urban Development (HUD).

**DISCUSSION**

Housing Manager, Jose Dorado introduced Housing Specialist, Deyanira Pelayo-Brito who provided detailed information of the Item.

Mayor Wells opened the Public Hearing.

No public comment was received.

**PUBLIC HEARINGS: (Item 13 – Continued)**

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

Discussion ensued among Council and Staff concerning the following:

- COVID-19 related services;
- The City Council approves the allocation of funds;
- Exercise equipment for the Senior community;
- Concern that the exercise equipment may attract homeless population; and
- Definition of who is homeless in El Cajon.

**MOTION BY GOBLE, SECOND BY KENDRICK, to ADOPT Resolution No. 091-22 to Approve and re-allocate \$430,000 in Community Development Block Grant (CDBG) funds from the Wells Park Comprehensive Improvements Project to a Stoney Park-Senior Fitness Equipment project, Housing Services and COVID-19-related public services or capital improvement projects; COVID-19-related public services or capital improvement projects; Approve and re-allocate \$525,000 in CDBG funds from the Broadway Creek Restoration Project to the Neighborhood Street Lights Improvements Project; Approve, appropriate and adopt pre-award costs of \$109,463.60 associated with preparation of the spending plan using one-time funding from the HOME Investment Partnerships Act Program (HOME) from the American Rescue Plan (ARP); and Make the necessary changes to the One-Year Action Plans, and submit all required documentation to the U.S. Department of Housing and Urban Development (HUD).**

**MOTION CARRIED BY UNANIMOUS VOTE.**

Mayor Wells acknowledged the Valhalla High School students in the audience.

**ADMINISTRATIVE REPORTS:**

14. Modification to the City of El Cajon Employee Wellness Incentive Program

**RECOMMENDATION:**

That the City Council approves and authorizes staff to modify the existing Employee Wellness Incentive Program for all benefited City employees and to retroactively implement the Physical Assessment Test incentive to July 1, 2022.

**ADMINISTRATIVE REPORTS: (Item 14 – Continued)**

**DISCUSSION**

Director of Human Resources, Marisol Thorn, provided detailed information of the Item.

No public comment was received.

**MOTION BY ORTIZ, SECOND BY METSCHEL, to APPROVE and authorize staff to modify the existing Employee Wellness Incentive Program for all benefited City employees and to retroactively implement the Physical Assessment Test incentive to July 1, 2022.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

15. Capital Projects Update

RECOMMENDATION:

That the City Council receives the semi-annual report on improvements made over the previous six months and a preview of upcoming projects.

**DISCUSSION**

Director of Public Works, Yazmin Arellano, provided detailed information of the Item.

No public comment was received.

Discussion ensued amongst the City Council and staff regarding:

- Reflective material used on crosswalks and signs;
- The need to showcase the work being done for the public to know;
- Focus for work to be done in CDBG areas of the City; and
- Road maintenance schedules.

No motion required for the semi-annual report.

## ADMINISTRATIVE REPORTS: (Continued)

### 16. Capital Outlay Authorization and City Council Policy B-1 Amendment

#### RECOMMENDATION:

That the City Council:

1. Authorizes the capital expenditure of \$8,500 as detailed in the report;
2. Waives the capital expenditure threshold of \$5,000 contained in City Council Policy B-1: Budget Adjustments and Capital Expenditures for expenditures previously approved for Fiscal Year 2022-23; and
3. Amends City Council Policy B-1: Budget Adjustments and Capital Expenditures to reflect a revised capital expenditure threshold of \$25,000, or as otherwise directed.

#### DISCUSSION

Director of Finance, Clay Schoen, provided detailed information of the Item.

No public comment was received.

**MOTION BY ORTIZ, SECOND BY METSCHEL, to AUTHORIZE the capital expenditure of \$8,500 as detailed in the report; Waive the capital expenditure threshold of \$5,000 contained in City Council Policy B-1: Budget Adjustments and Capital Expenditures for expenditures previously approved for Fiscal Year 2022-23; and Amend City Council Policy B-1: Budget Adjustments and Capital Expenditures to reflect a revised capital expenditure threshold of \$25,000, or as otherwise directed.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

### 17. Commitment of Measure P Fund Allocation

#### RECOMMENDATION:

That the City Council consider a preliminary spending plan in the event Measure P is approved by El Cajon voters on November 8, 2022.

#### DISCUSSION

City Manager Mitchell provided detailed information of the Item.

No public comment was received.

**ADMINISTRATIVE REPORTS: (Item 17 - Continued)**

Discussion ensued amongst the City Council and staff regarding:

- Incentive for new Police Officers;
- Retention incentive for current officers;
- Homeless hotel vouchers;
- Consideration for stipends for Police officers; and
- Number one priority would be to solve the homeless situation.

City Attorney Foley reminded the City Council that they are to educate the public but not advocate for the proposed Measure.

No motion required for the Item.

**COMMISSION REPORTS:** None

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

SANDAG (San Diego Association of Governments) Board of Directors; SANDAG – Audit Committee; LAFCO.

18. Council Activities Report/Comments

Report as submitted.

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

19. COUNCILMEMBER STEVE GOBLE  
MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate.

Council Activities Report/Comments.

In addition to the submitted Report, Councilmember Goble shared information about the Advanced Water Purification project, the ribbon cutting for the Meridian Amikas’ project, and changes to Metropolitan Transit System’s orange and green lines.

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

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

Council Activities Report/Comments.

Report as submitted.

21. DEPUTY MAYOR MICHELLE METSCHEL  
Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater JPA – Alternate.

Council Activities Report/Comments.

In addition to the submitted Report, Deputy Mayor Metschel mentioned she did not attend the East County Homeless Task Force.

22. COUNCILMEMBER PHIL ORTIZ  
League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – Alternate.

Council Activities Report/Comments.

Report as submitted.

**JOINT COUNCILMEMBER REPORTS:**

23. Residential Gardening Assistance Program

That the City Council directs staff to present a program for City Council consideration regarding a Residential Gardening Assistance Program.

**DISCUSSION**

Mayor Wells provided detailed information of the Item.



**JOINT COUNCILMEMBER REPORTS: (Item 23 – Continued)**

Discussion ensued amongst the City Council and staff regarding:

- Possible food shortages;
- Community gardens;
- Opportunity for people to grow fruits and vegetables in their own homes; and
- Partnering with Grossmont Community College District for gardening tips; and
- Setting a dollar maximum amount and a sunset date for the program.

No public comment was received.

No motion required for the Item.

**24. Independent Third-Party Review of City of El Cajon Finances**

That the City Council directs staff to procure the services for an independent third-party review of the City's finances.

**DISCUSSION**

Councilmember Ortiz provided detailed information of the Item.

Discussion ensued amongst the City Council and staff regarding:

- Yearly third party audits performed;
- Request for a truly independent audit;
- Time needed for Request for Proposals (RFP);
- Timeline for the 2022 Election and for results from audit to be produced;
- Decided the scope of work for the audit; and
- Possible outcomes if Measure P is not a success.

No public comment was received.

**MOTION BY WELLS, SECOND BY ORTIZ, to ALLOCATE \$20,000.00 from the General Fund Reserves and give the City Manager authority to secure a financial study for the independent third-party review of the City's finances.**

**MOTION CARRIED BY 3 – 2 VOTE  
(GOBLE, KENDRICK – NO).**

**GENERAL INFORMATION ITEMS FOR DISCUSSION:** None

**ORDINANCES: FIRST READING -** None

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

**CLOSED SESSIONS:** None

**Adjournment:** Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 13<sup>th</sup> day of September, 2022, at 5:35 p.m., to Tuesday, September 13, 2022, at 7:00 p.m.

**DRAFT**  
ANGELA L. CORTEZ, CMC  
City Clerk/Secretary

# 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 13, 2022

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 13, 2022, was called to order by Mayor/Chair Bill Wells at 7:06 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California. This meeting was adjourned from the Adjourned Regular Joint Meeting held at 3:00 p.m., Tuesday, September 13, 2022, by order of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

#### ROLL CALL

Council/Agencymembers present:	Goble, Kendrick, and Ortiz
Council/Agencymembers absent:	None
Deputy Mayor/Vice Chair present:	Metschel
Mayor/Chair present:	Wells
Other Officers present:	Mitchell, City Manager/Executive Director DiMaggio, Assistant City Manager Foley, City Attorney/General Counsel Cortez, City Clerk/Secretary

#### PRESENTATION: FLAG CEREMONY AND PLEDGE OF ALLEGIANCE TO FLAG BY ARROW OF LIGHT DEN - EL CAJON CUB SCOUT PACK 395

**AGENDA CHANGES:** None

**PUBLIC COMMENTS:** None

**PUBLIC HEARINGS:**

100. Tentative Parcel Map No. 2021-0004 - Appeal of Planning Commission Decision

**RECOMMENDATION:**

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to adopt the next Resolution, in order, affirming the decision of the El Cajon Planning Commission in denying the appeal for Tentative Parcel Map No. 2021-0004.

**DISCUSSION**

Deputy Director of Community Development, Noah Alvey, provided detailed information of the Item.

Discussion ensued among Council and Staff concerning the following:

- Current General Plan;
- Ambulance access to the neighborhood;
- How granting the appeal would change the General Plan;
- Council's ability to amend the General Plan;
- Clarification of what findings are needed to approve or deny the appeal; and
- Traffic estimates, if appeal is granted.

Mayor Wells opened the Public Hearing.

The following people spoke in support of granting the appeal:

1. Carlee Flot
2. Derrick Trimpi
3. Thomas Weller
4. Tim Swing
5. Norma Murphy
6. Cathy Short
7. Michael Pepin

The Applicant of the proposed development, Mr. Delgesch Shahab, was available for questions from the City Council.

**PUBLIC HEARINGS: (Item 100 – Continued)**

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

Discussion continued among Council and Staff concerning the following:

- Option and requirements to change the General Plan;
- Time frame and the high costs to change the General Plan;
- Option, although not typical for the City to pay for the change of the General Plan; and
- The outcome of the study to change the plan may not favor the appellant.

Mayor Wells re-opened the Public Hearing to allow further testimony, the following was discussed:

- The design of the proposed development;
- Lack of evidence to support that allowing the proposed development would bring transients and speeding in the neighborhood;
- Burden falling on the appellant to support findings to approve the appeal; and
- Property rights.

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

Discussion continued among Council and Staff concerning the following:

- Findings uphold the recommendation by the Planning Commission to approve the proposed development;
- Compelling testimony from the current residents;
- Safety issues seem valid in regards to speeding in the neighborhood; and
- Property rights and property values.

**MOTION BY WELLS, SECOND BY KENDRICK, to ADOPT Resolution No. 092-22 affirming the decision of the El Cajon Planning Commission in denying the appeal for Tentative Parcel Map No. 2021-0004.**

**MOTION CARRIED BY A 4 - 1 VOTE  
(GOBLE – No).**

**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 13<sup>th</sup> day of September, 2022, at 9:09 p.m., to Tuesday, September 27, 2022, at 3:00 p.m.**

ANGELA L. CORTEZ, CMC  
City Clerk/Secretary

D R A F T

# JOINT SPECIAL 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 15, 2022**

A Joint Special Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Thursday, September 15, 2022, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### **ROLL CALL**

Council/Agencymembers present:	Goble, and Kendrick
Council/Agencymembers absent:	Ortiz
Deputy Mayor/Vice Chair present:	Metschel
Mayor/Chair present:	Wells
Other Officers present:	Mitchell, City Manager/Executive Director DiMaggio, Assistant City Manager Foley, City Attorney/General Counsel Cortez, City Clerk/Secretary

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.**

Councilmember Ortiz entered the Chamber at 3:02 p.m.

**REPORT:**

1. Third-Party Financial Review

**RECOMMENDATION:**

That the City Council determine a process by which a consultant will be chosen to provide an independent third-party financial review of the City's finances.

**DISCUSSION**

City Manager Mitchell provided detailed information of the Item.

Discussion between Council and Staff led to agreement to a City Council sub-committee of two councilmembers, to seek a consultant to provide an independent analysis of the City's financial state.

**MOTION BY ORTIZ, SECOND BY METSCHEL, to FORM a Sub-Committee consisting of Deputy Mayor Metschel and Councilmember Ortiz, assisted by staff, to seek a consultant to provide an independent analysis of the City's financial state so that the following question can be answered: Can the City, through either expenditure savings or uncaptured revenue generate approximately \$13 million in additional General Fund Revenue?**

**MOTION CARRIED BY UNANIMOUS VOTE.**

Adjournment: The Joint Special Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 15<sup>th</sup> day of September, 2022 was adjourned at 3:05 p.m.

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ANGELA L. CORTEZ, CMC  
City Clerk/Secretary





## City Council Agenda Report

**Agenda Item 4.**

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Frank Carson, Director of Parks & Recreation  
**SUBJECT:** Youth League Utility Support Fiscal Year 2022/2023

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### RECOMMENDATION:

That the City Council approves the Recreation Council's recommendation to provide utility support, in the amount of \$2,100 per league, to eight Executive Member youth leagues.

### BACKGROUND:

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

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

At the Recreation Council meeting on July 21, 2022, the Recreation Council unanimously approved the following leagues for utility support for Fiscal Year 2022/2023:

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

### FISCAL IMPACT:

Funds to cover utility use by youth leagues are included in the Parks & Recreation Department budget for Fiscal Year 2022/2023.

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

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City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Jose Dorado, Housing Manager  
**SUBJECT:** El Cajon Housing Authority Annual Report (Fiscal Year 2021-2022)

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**RECOMMENDATION:**

That the City Council, acting as the El Cajon Housing Authority:

1. Approves the attached 2021-2022 Annual Report; and
2. Authorizes the Executive Director to transmit it, in a form substantially as presented, to the California Department of Housing and Community Development as required by State law.

**BACKGROUND:**

On March 9, 2011, the City Council adopted Resolution No. 32-11 establishing the El Cajon Housing Authority (Housing Authority). In accordance with Health and Safety Code sections 34328 and 34328.1, the Housing Authority must prepare and submit a report of its activities during the previous fiscal year by October 1st of each year. The annual report must be filed with the City Clerk and submitted to the California Department of Housing and Community Development (HCD). The Annual Report provides background on the Housing Authority's formation, assets, budget, and activities from July 1, 2021 through June 30, 2022.

Over the past year, the Housing Authority continued to focus on providing affordable housing for low-income households through the continuation of its fifteen-year agreement with Thomas Safron and Associates that began in January 2021 to provide Project Based Rental Assistance ("PBRA") to 40 of the units at Lexington Square, provision of rapid re-housing programs and associated services relative to homelessness, and working with developers to identify resources and possible sites for construction and/or rehabilitation of affordable housing.

The Annual Report also demonstrates compliance with the requirements of Health and Safety Code section 34312.3, which includes:

- Providing the minimum number of housing units affordable to lower income households in housing projects assisted by the housing authority;
- Establishing base rents pursuant to Federal Section 8 requirements for lower income households; and
- Establishing maximum rental payments for lower income households pursuant to State and Federal requirements.

Based on existing documentation, the Housing Authority's properties meet all of these requirements, as they align with California Community Redevelopment Law requirements regarding affordable housing with the use of Low- and Moderate-Income Housing Funds of the former redevelopment agency.

In addition to the objectives and items enumerated above, the Annual Report includes a FY 2022-2023 Proposed Budget, reflecting anticipated expenses for expected Housing Authority activities and projects. Table 3 of the Annual Report displays revenue from various sources, expenditures, as well as displays the Proposed FY 2022-2023 Budget which was adopted by City Council in June 2022. Important information about the budget section of the annual report is found in the following paragraphs.

The Administration item reflects anticipated costs for overall administration of Housing Authority funds for activities unrelated to a specific project. This includes internal staff costs, records management and external costs, such as legal and consultant services.

Materials, Services and Supplies line item represents similar expenditures as those above, but in relation to a particular Housing Authority project (represented as an aggregate). The major costs in this category for FY 2021-22 reflect the City's participation in the Lexington Square Apartment project subsidies and for homeless services.

The Capital Outlay item includes costs for anticipated projects such as land acquisition and construction. A proposed future project to be identified represents the majority of the projected expenditures. Once one or more specific projects are identified, they are brought to the El Cajon Housing Authority and City Council for approval.

The Annual Report also requires data on termination of tenancies and termination of Section 8 vouchers because of domestic violence in housing authority units, and a brief summary of steps taken by the Housing Authority to address termination of tenancies resulting from domestic violence. Between July 1, 2021 and June 30, 2022, none of the properties were owned or operated by the Housing Authority.

#### FISCAL IMPACT:

No impact to the General Fund. In accordance with Health & Safety code section 34328.1(b), the Housing Authority may be required to reimburse HCD for the cost of processing the report. If this were to occur, the cost would be covered with Housing funds (290200).

Prepared By: Jose Dorado, Housing Manager

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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#### Attachments

FY 21-22 Housing Authority Annual Report



# El Cajon Housing Authority

## Annual Report

### FY 2021-22

## TABLE OF CONTENTS

<u>INTRODUCTION .....</u>	<u>2</u>
<u>OBJECTIVES OF THE HOUSING AUTHORITY .....</u>	<u>3</u>
<u>HOUSING AUTHORITY DEBT OBLIGATIONS .....</u>	<u>4</u>
<u>LAND TRANSACTIONS AND DEVELOPMENT ACTIVITIES .....</u>	<u>4</u>
<u>HOUSING AUTHORITY ASSETS .....</u>	<u>4</u>
<u>HOUSING UNIT COMPLIANCE .....</u>	<u>5</u>
<u>FINANCIAL STATEMENT/BUDGET .....</u>	<u>7</u>
<u>FUTURE HOUSING AUTHORITY ACTIVITIES .....</u>	<u>9</u>

## INTRODUCTION

Pursuant to California Health & Safety Code (“HSC”) section 34328, all housing authorities must annually file a report by October 1<sup>st</sup> of their activities for the preceding year (“Annual Report”) with their respective City or County Clerk and with the California Department of Housing and Community Development (“HCD”). This Annual Report covers all activities of the El Cajon Housing Authority that occurred during the Fiscal Year (“FY”) 2021-22, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

## LEGAL AUTHORITY

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The State legislature allows housing authorities to function as local entities with the primary responsibility of providing housing for very low- and low-income households. Housing authorities are distinct, autonomous, legal entities that derive their power from State legislature. Under HSC section 34200, the law provides the functioning of a local housing authority through a resolution of the local governing body.

## AUTHORITY BACKGROUND

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In the case of the City of El Cajon (“City”), the City Council adopted Resolution No. 32-11 on March 9, 2011, to establish the El Cajon Housing Authority (“Housing Authority”) by confirming and finding: (1) that unsanitary or unsafe inhabited dwellings exist in the City; or (2) that there is a shortage of safe and sanitary dwellings accommodations in the City available to persons of low income at affordable rents.

On January 24, 2012, the El Cajon Redevelopment Agency (“Agency”) adopted Resolution No. ECRA-427 to transfer title of the Agency’s housing real property assets and loans receivable before February 1, 2012, to the Housing Authority and transfer all remaining housing assets to same entity, including, but not limited to: recorded or unrecorded leases, Deeds of Trust, intangible assets, fixtures and equipment, agreements, contracts, promises to pay, receivables and any/all other unspecified assets. The Housing Authority then adopted Resolution No. ECHA-1 to appoint the officers of the Housing Authority; to accept the Agency’s housing real property assets and loans receivable before February 1, 2012; to accept transfer of all remaining housing assets, including, but not limited to: recorded or unrecorded leases, Deeds of Trust, intangible assets, fixtures and equipment, agreements, contracts, promises to pay, receivables and any/all other unspecified assets; and to authorize the Executive Director to pay enforceable obligations, and conduct day to day operations of the Housing Authority.

## OBJECTIVES OF THE HOUSING AUTHORITY

Historically, the primary role of housing authorities has been to interact with the Department of Housing and Urban Development (“HUD”) on behalf of their communities, and to function as the administrator of “Section 8” funds, as defined by Section 8 of the United States Housing Act of 1937 (“Act”). The Section 8 low-income housing program is really two programs authorized under the Act, as amended: the Housing Choice Voucher program and the project-based rental assistance program. Vouchers are portable subsidies that low-income families can use to lower their rents in the private market. Vouchers are administered at the local level by quasi-governmental public housing authorities (PHAs). Project-based rental assistance is a form of rental subsidy that is attached to a unit of privately owned housing. Low-income families who move into the housing pay a reduced rent, on the basis of their incomes. A housing authority’s function under Section 8 entails determining applicants’ eligibility to receive Section 8 assistance, maintaining a waiting list of eligible participants, contracting with property owners, and ensuring that contracted rent prices are reasonable. The County of San Diego conducts this function in the City of El Cajon.

However, a housing authority also serves to meet the affordable housing needs of a wider range of residents than Section 8 alone. Unlike the former Agency, the Housing Authority can own and operate housing developments, subject to Article XXXIV of the California Constitution (“Article 34”) limitations, which alleviates the need to find prospective owners or operators for the units created. If political support permits, the Housing Authority can utilize eminent domain as a tool by which to assemble land for housing developments without the need to document blighting conditions.

The Housing Authority’s future goals and objectives are to:

- Increase, improve or preserve housing stock available to low and very low income residents;
- Rehabilitate multi-family properties that exhibit unsafe or unhealthy characteristics;
- Increase the affordability of housing for low and very low income residents;
- Reduce overcrowding conditions in multi-family units;
- Fulfill obligations to produce and maintain affordable housing units pursuant to HSC section 33000 *et. seq.*, with housing assets transferred from the Agency; and
- Generate ongoing revenues to achieve Housing Authority self-sustainability.

## CONTENTS OF THE HOUSING AUTHORITY’S ANNUAL REPORT

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This Annual Report has been developed to address the following requirements:

- Provide a complete report of activities during FY 2021-22, including any bond issuances, and loans or finance agreements that the Authority has entered into;

- Compliance with the requirements of HSC section 34312.3 such as providing the minimum amount of housing units affordable to lower income households in projects assisted by the Authority with bonds and documenting established base rents and/or maximum rental payments for lower income households; and
- Information on any tenancy or Housing Choice Voucher terminations of domestic violence victims required by HSC section 34328.1.

## HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC section 34312.3, the Housing Authority must provide a complete report of its activities taken during the prior fiscal year, which includes bonds, loans, and financing agreements for multifamily rental projects.

The Housing Authority was activated on March 9, 2011, and has not issued any bonds. Any future financing for the acquisition, construction, rehabilitation, or development of multifamily housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in subsequent Annual Reports.

## LAND TRANSACTIONS AND DEVELOPMENT ACTIVITIES

HSC section 34312.3 requires that all prior year’s activities be reported. Which include not only debt obligations but activities related to the development, rehabilitation, or finance of housing projects. Additionally, including purchase, sale, lease, ownership, operation, or management of housing projects assisted by the Housing Authority; conveyance of surplus lands to a developer for permitted purposes; and establishment of a special trust fund or account funded with bond-loan issuance proceeds or developer fees. **Table 1-A** describes the Housing Authority’s land transactions or development activities.

El Cajon Housing Authority Land Transactions and Development Activities				Table 1-A
Parcel #	Site Address	Type	Purpose	Status
488-212-21-00	250 E. Lexington	Commitment for Sale of the Leasehold Interest; Disposition and Development Agreement	The Housing Authority committed \$3.95 million (from the sale proceeds) to provide Project Based Rental Assistance (“PBRA”) to 40 units at or below extremely low income over a period of 15 years. This commitment has given the Housing Authority to monitor the property on annual basis.	Completed

## HOUSING AUTHORITY ASSETS

The Housing Authority assets include but are not limited to real property, recorded or unrecorded leases, Deeds of Trust, intangible assets, fixtures and equipment, agreements, contracts, promises to pay, receivables, transfers, and any/all other unspecified assets. All Real Property Assets owned and transferred to the Housing Authority are shown on **Table 1-B** and a summary of all Loans Receivable are shown on **Table 1-C**.



El Cajon Housing Authority Real Property Assets (Properties owned and transferred to the Housing Authority)			Table 1-B
Parcel #	Site Address	Date Acquired	Current Use
487-180-09-00	151 Chambers Street	07/26/2007	DDA – Solterra Sr. Residences
487-191-14-00	131 Chambers Street	07/25/2008	DDA – Solterra Sr. Residences
488-111-35-00	Lot Adjacent to 146 Ballantyne Street	08/24/1973	Vacant
488-212-21-00	250 E. Lexington Avenue	07/01/1994	Lease – Lexington Senior Apartments
488-212-22-00	Prescott Promenade- Parking Lot	06/27/2014	Parking Lot

El Cajon Housing Authority Loans Receivable (Loans transferred to the Housing Authority)			Table 1-C
Loan Receivable Type	# Of Outstanding Loans	Value of 6/30/2022	
Multi-Family Projects	3	\$ 6,006,250	
Single Family Units	66	\$ 4,196,278	
<b>Total</b>	<b>69</b>	<b>\$ 10,202,528</b>	

## HOUSING UNIT COMPLIANCE

As set forth by HSC sections 34328 and 34328.1, housing authorities are required to:

- Prove compliance with the requirements of HSC section 34312.3 such as the minimum number of housing units affordable to lower income households in projects assisted by the Housing Authority and establish base rents and/or maximum rental payments for lower income households;
- Lower-income households are defined as a household with income not greater than 80% of AMI established by HUD and  
To document any domestic violence tenancy terminations or Section 8 voucher terminations as required by HSC section 34328.1.

The following subsections provide a summary of the Housing Authority’s progress toward the requirements listed above.

## HOUSING UNIT AFFORDABILITY REQUIREMENT

Pursuant to HSC section 34312.3, not less than 20 percent of the units assisted by the Housing Authority, or 15 percent in targeted areas<sup>1</sup>, as defined by section 103(b) (12) (A) of Title 26 of the United States Code, must be affordable to persons of low income. Of that percentage, not less than one-half must be available to persons of very-low income, if the housing development is financed by bonds<sup>2</sup>. Nevertheless, the power to finance, own, build, and/or operate a housing development allows the Housing Authority to take on a more active role in the creation and maintenance of housing for low-income families.

<sup>1</sup> CA Health & Safety Code Section 34312.3 (e)(1)(A)

<sup>2</sup> CA Health & Safety Code Section 34312.3 (2)(A)

**Table 1-D** provides a summary of the multi-family real estate assets owned or managed by the Housing Authority, and the breakdown of the current income levels that the units fall within, where known. **Table 1-D** shows how the current affordability mix of the Housing Authority’s projects meet established requirements within HSC section 34312.3, or the requirements of the funding sources at the time the assistance was provided.

El Cajon Housing Authority Multi-Family Residential Real Estate Assets (Subject to a Housing Authority Deed Restriction)						Table 1-D
Project Name/Location	Project Type	VL	Low	Mod	Mkt Unit	Total No. Units
<b>Solterra Sr. Residences</b>		<b>48</b>	<b>---</b>	<b>1</b>	<b>---</b>	<b>49</b>
131 Chambers Street	Senior Rental Units					
151 Chambers Street	Senior Rental Units (Ground Lease)					
<b>Cornerstone Place Apts.</b> 230 S Sunshine Ave	<b>Family and Veteran</b>	<b>---</b>	<b>69</b>	<b>---</b>	<b>---</b>	<b>69</b>
<b>Lexington Senior Apts.</b> 250 E. Lexington Avenue	<b>Senior Rental Units</b> (Ground Lease)	<b>100</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>100</b>
<b>El Cajon Senior Towers, L. P</b> 180 Ballantyne Street	<b>Senior Rental Units</b>	<b>13</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>13</b>
<b>Total</b>		<b>161</b>	<b>69</b>	<b>1</b>	<b>---</b>	<b>231</b>

## BASE & MAXIMUM RENTS

HSC section 34312.3 establishes a set of guidelines to determine the base and maximum rents that a housing authority can charge for units reserved for lower income households. According to HSC section 34312.3, “rental payments shall not exceed the amount derived by multiplying 30 percent times 50 percent of the median adjusted gross income for the area, adjusted for family size, as determined pursuant to Section 8 of the United States Housing Act of 1937 (42 U. S. C. Sec. 1437f).” The Housing Authority does not have an adopted schedule of base rental payments; however, the following table provides a calculation of the maximum rental payments that the Housing Authority can charge for affordable rental housing units. The Housing Authority monitors to ensure compliance of rental payments charged for its housing units and based on the last monitoring period all units across all three properties were found to be in compliance with their respective affordable housing agreement and the rents listed in **Table 2**.

As part of the monitoring process for the three properties, the Housing Authority compiles reports on each property’s unit compliance in accordance with each property’s affordable housing agreement, loan agreement, funding source, and/or covenant. The properties received funding that requires compliance with either HCD, HOME, or MTSP rent limits, or some combination thereof.

EL CAJON HOUSING AUTHORITY - 2021										Table 2
Affordable Rental Housing Limits										
San Diego County										
Area Median Income		\$106,900			Very Low Income		Low Income		Moderate Income	
Change from 2020		15.32%								
Median Income	Utility Allowance	HUD FMR <sup>1</sup>	Number of Persons Bedrooms		Qualifying Income Limit	Max Rent 30% X 50%*	Qualifying Income Limit	Max Rent 30% X 60%**	Qualifying Income Limit	Max Rent 30% X 110%***
					<i>H&amp;S Code 50053(b)(2)</i>	<i>H&amp;S Code 50053(b)(3)</i>		<i>H&amp;S Code 50053(b)(4)</i>		
\$66,550	\$84	\$1,506	1	Studio	\$42,450	\$832	\$72,900	\$1,123	\$89,800	\$2,058
\$76,100	\$117	\$1,670	2	One	\$48,500	\$951	\$83,300	\$1,283	\$102,650	\$2,351
\$85,600	\$143	\$2,314	3	Two	\$54,550	\$1,070	\$93,700	\$1,443	\$115,450	\$2,646
\$95,100	\$182	\$3,110	4	Three	\$60,600	\$1,189	\$104,100	\$1,604	\$128,300	\$2,940
\$102,700	\$232	\$3,638	5	Four	\$65,450	\$1,284	\$112,450	\$1,732	\$138,550	\$3,175
\$110,300	\$266	N/A	6	Five	\$70,300	\$1,379	\$120,800	\$1,860	\$148,850	\$3,410

<sup>1</sup>Fair Market Rents

\*Affordable Housing Cost for Very Low-Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code section 50053(b)(2).

\*\*Affordable Housing Cost for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code section 50053(b)(3).

\*\*\*Affordable Housing Cost for Moderate Income Households is not more than the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code section 50053(b)(4).

Utility Allowance reflects the use of water service and natural gas for heating, cooking, and water heating in accordance with the County of San Diego Section 8 Rental Assistance Program, effective 12/1/2021.

## DOMESTIC VIOLENCE

State law requires that a housing authority annually report data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the report must include data on the following:

- Data on termination of tenancy and/or Section 8 vouchers of victims of domestic violence in Housing Authority units.
- Summary of steps taken by the Housing Authority to address any termination of tenancies and/or Section 8 vouchers of victims of domestic violence.

Between July 1, 2021, and the end of the reporting year on June 30, 2022, no properties were owned or operated by the Housing Authority.

## FINANCIAL STATEMENT/BUDGET

**Table 3** presents the revenues and expenditures within the Housing Authority's actual budget for FY 2021-22 as well as the estimated budget for FY 2022-23.

City of El Cajon Housing Authority Schedule of Revenues and Expenditures and Changes in Fund Balances – Budgetary Basis			Table 3
	Actual 2021-22 (Unaudited)	Proposed Budget 2022-23	
<b>Beginning Fund Balance</b>	\$ 3,767,100	\$ 3,842,575	
<b>Revenues/Sources:</b>			
Investment earnings	75,807	-	
Sale of Property	-	-	
Rental Income	1	-	
Other Revenues	6,065	420	
Loan Repayments	644,975	200,000	

Successor Agency Funds		-	-
Transfers in -In-Lieu Funds		-	303,000
<b>Total Revenues</b>		726,848	503,420
<b>Expenditure/Uses:</b>			
Administration		155,508	423,830
Material, services, and supplies		495,865	652,670
Capital Outlay		-	-
Loan Disbursements		-	2,200,000
<b>Total Expenditures</b>		651,373	3,276,500
<b>Excess (deficiency) of revenues over (under) expenditures</b>		75,475	(2,773,080)
<b>Ending Fund Balance</b>		\$ 3,842,575	\$ 1,069,495

Source: City of El Cajon, Revenue & Expenditure Status Reports Fiscal Year 2021-22

## ONGOING HOUSING AUTHORITY ACTIVITIES

Ongoing Housing Authority activities to meet goals and objectives will be directed to undertaking activities that meet HSC and supplementary/leveraged funding regulatory requirements, maximize existing and new financial resources for the continued production of affordable housing for low-income households, generate ongoing revenues through affordable housing production to ensure Housing Authority self-sustainability, improve the quality of affordable housing stock in El Cajon, and eliminate conditions that lead to blight in affordable housing developments in El Cajon.

Specific activities that were undertaken in FY 21-22 include:

- **230 S. Sunshine Avenue (Cornerstone Place Apartments):** The Cornerstone Place Apartments completed development in late 2019. The project is now home to low-income families and individuals, including veterans. As of June 30, 2020, the total amount of Low to Moderate Income Housing Authority Funds (“LMIHAF”) expended was \$1.3 million for the project. The affordable housing agreement restricts 69 of the 70 units (1 unit is an unrestricted manager unit) to be occupied by low-income residents earning 80% or less of the AMI. An amendment to the affordable housing agreement is currently being circulated in draft form that would further restrict four (4) units to 40% of AMI. The set-aside units consist of forty-eight (48) 1-bedroom units (veteran preference) and twenty-two (22) 3-bedroom units available for affordable rental. Additionally, six of the units will be further restricted by both HCD and TCAC rent limit schedules (whichever is more restrictive) for 60% of AMI households. No additional changes or activities are anticipated for the completed project going forward. Housing Authority reports no compliance issues during the reporting period.
- **250 E. Lexington Avenue (Lexington Avenue Senior Apartments):** On February 11, 2020, the Housing Authority approved the termination of the existing Disposition and Development Agreement, the sale of the leasehold interest and a new Disposition and Development Agreement for the 100-unit Lexington Avenue Senior Apartments. The new Developer/Operator will acquire the leasehold interest for a transfer price of \$4.956 million, payable to the Housing Authority. The Housing Authority committed \$3.95 million of the transfer proceeds towards PBRA for 40 households at or below extremely low-income levels. The Developer/Operator anticipates \$9.5 million in rehabilitation hard costs, including improvements to unit interiors, corridors, common areas, exteriors, landscaping, fencing and overall security. The Developer/Operator’s project budget allows for \$1.8 million in soft cost expenditures and construction contingency reserves. On June 19, 2020, the project was awarded a reservation of 9% Tax Credits. The project is anticipated to close escrow in December of 2020, and construction of the improvements is expected start within 60 days after that. The unit mix will be designated as follows:
  - 40 units are reserved for senior households at or below 30% of AMI (extremely low-income levels) pursuant to the lesser of income limits published by HCD or TCAC.

- 60 units are reserved for senior households at or below 60% of AMI (low-income levels) (one unit is exempt for use by an on-site manager) pursuant to income limits published by TCAC.

Grandfathered units (all existing tenants) are expected to be charged rents according to the current rent levels with annual rent adjustments by Consumer Price Index until the tenant vacates the unit. The project will meet the 30% of AMI expenditure requirement as described in HSC 34176.1(a)(3)(A). Housing Authority reports no compliance issues during FY 21-22 and project based subsidy payments totaled \$265,530 per the terms of the HA Agreement.

- **812 - 816 Grossmont Avenue:** The three Grossmont Avenue single family homes were completed and occupied by income eligible families during FY 2019-20. SDHFH completed significant repairs to the two existing homes (814 and 816 Grossmont Avenue), completed construction on the third home (812 Grossmont Avenue), and escrow closed on all three homes. Of the \$340,000 scheduled to be repaid by SDHFH, a total of \$204,350 was received and the remainder was forgiven/credited due unforeseen property conditions caused by the previous developer. All compliance requirements in the provisions of the development and disposition agreement and loan documents were met by SDHFH. No additional changes or activities are anticipated. Housing Authority reports no compliance issues during the reporting period (FY 21-22).
- **131-151 Chambers Street (Solterra):** Solterra Apartments were completed in 2013. The project is now home to extremely to very low-income seniors. The total amount of Low to Moderate Income Housing Authority Funds ("LMIHAF") expended was \$4.5 million for the project. The HA affordable housing agreement restricts 49 units (48 Very Low-Income Units and 1 moderate income unit. Additionally, the units are further restricted by TCAC rent limit schedules (whichever is more restrictive) for 30- 50% of AMI households. No additional changes or activities are anticipated for the completed project going forward. Housing Authority reports no compliance issues during the reporting period (FY21-22).
- **El Cajon Homeless Outreach Program:** The Housing Authority is currently in an agreement with Home Start, Inc. for the provision of the El Cajon Homeless Outreach program. This program will provide outreach and additional services for the City's chronically homeless population. In FY 2021-22, the contract was extended for another year with a funding allocation of \$100,000 from the LMIHAF to provide homeless services. The HUD Annual Performance Report for Homes Start, Inc. identifies that the program has served 649 people across an array of demographic groups.
- **A Way Back Home:** In October 2017, the City partnered with The Salvation Army to fund the "A Way Back Home" program, which reunites homeless individuals in El Cajon with their families. The original agreement was renewed in 2019 and expired once

the funds were fully expended in March 2020. During the term of the original agreement, 84 individuals and 59 households were placed into permanent housing through this program. A total of \$19,899 was expended for this program, for an average of \$337 per household housed. Beginning in FY 2022-23, the A Way Back Home program will be funded by the LMIHAF in the amount of \$10,000 with a one-year contract.

- **Revenue Generation:** Revenue generation continues to be essential for the Housing Authority into the future and will be limited to the preservation of current outstanding Housing Authority Assets, collection of Loans Receivable, and generation of residual receipts. Current revenue and asset limitations will be the greatest challenge for the Housing Authority’s goal of increasing the production of affordable housing units and achieving self-sustainability. As federal, state, and local programs are being eliminated or reduced, there are fewer subsidies and financial resources available to make affordable projects economically feasible. This trend requires the Housing Authority to be strategic and deliberate in the types of projects for which it chooses to participate, or it must seek other viable alternatives to preserve or build housing that is affordable.

#### FUTURE HOUSING AUTHORITY ACTIVITIES

During FY 2022-23, the Housing Authority (HA) will continue to monitoring the existing deed restrictions on Housing Authority Projects. The HA may issuance of a Request for Proposals (“RFP”) for the development of affordable rental or the for-sale units.



City Council  
Agenda Report

Agenda Item 6.

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Clay Schoen, Director of Finance  
**SUBJECT:** Fiscal Year 2022-23 Annual Budget Amendments

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**RECOMMENDATION:**

That the City Council:

1. Modifies Fiscal Year 2022-23 appropriations as detailed in the report;
2. Establishes Stoney Park Fitness Equipment Project (2337978PRCP); and
3. Appropriates \$24,353 of CDBG Program Income funds and \$20,377 of HOME Program Income funds for program administration costs.

**BACKGROUND:**

On September 13, 2022 the City Council voted to amend the CDBG One-Year Action Plans for Fiscal Years 2019-20, 2021-22, and 2022-23. The primary reason of that action was to address timeliness issues related to the spending of CDBG funding. These reallocations moved funding to “shovel-ready” projects and activities. This report takes the administrative steps necessary to amend Fiscal Year 2022-23 appropriations to reflect the approved changes to the plans and other necessary actions.

The following table summarizes the appropriation adjustments described above.

<b>Description</b>	<b>Dept/Fund/Project</b>	<b>Type of Adjustment</b>	<b>Amount \$</b>
Wells Park Comprehensive Improvement Project	CDBG (C1108)	Decrease	(430,000)
Wells Park Improvements Project	183610PWCP	Decrease	(105,281)
Wells Park Improvements - Stormwater Treatment and Landscaping	203700PWCP	Decrease	(324,719)
Stoney Park Fitness Equipment Project	CDBG (#TBD)	Increase	220,000
Housing Services	CDBG (C1115)	Increase	25,000
COVID-19 Related Services/ Capital Improvement Projects	CDBG (#TBD)	Increase	185,000



Stoney Park Fitness Equipment Project (New Project)	233797PRCP	Increase	220,000
Broadway Creek Restoration - Phase B	CDBG (#TBD)	Decrease	(525,000)
Broadway Creek Restoration - Phase B	223756PWCP	Decrease	(525,000)
Neighborhood Street Lights 2021	CDBG (C1090)	Decrease	(89,104)
Neighborhood Street Lights 2022	CDBG (C1105)	Increase	614,104
Neighborhood Street Lights 2022	23742PWCP	Increase	614,104
CDBG Community Policing - Entitlement Reduction	CDBG (C1117)	Decrease	(12,021)
CDBG Administration and Planning - Entitlement Reduction	CDBG (C1116)	Decrease	(16,028)
HOME Administration and Planning - Entitlement Increase	HOME (H1120)	Increase	3,501

Additionally, both the CDBG and HOME programs allow for Program Income to be used for administration and planning associated with the program. The following details proposed appropriation increases for this purpose.

<b>Description</b>	<b>Dept/Fund/Project</b>	<b>Type of Adjustment</b>	<b>Amount \$</b>
CDBG Administration and Planning – Program Income	CDBG (C1116)	Increase	24,353
HOME Administration and Planning – Program Income	HOME (H1120)	Increase	20,377

**FISCAL IMPACT:**

Approval of this action will decrease total Fiscal Year 2022-23 CDBG, HOME, and project appropriations by (\$100,714).

Prepared By: Clay Schoen, Director of Finance

Reviewed By:

Approved By: Graham Mitchell, City Manager

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#### Attachments

Sept 13, 2022 CDBG Plan Amendments

CDBG Budget Amendments -Revised Project Sheets



City Council  
Agenda Report

Agenda Item 13.

**DATE:** September 13, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Jose Dorado, Housing Manager  
**SUBJECT:** Fifth Amendment to FY 2019-20 One-Year Action Plan to Approve and Re-Allocate CDBG Funds and Second Amendment to FY 2021-22 One-Year Action Plan to Approve and Re-Allocate CDBG Funds and Allocate HOME-ARP Funds

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**RECOMMENDATION:**

Staff recommends that the City Council:

1. Opens the public hearing and accepts public testimony for the Fifth Amendment to FY 2019-20 One-Year Action Plan and Second Amendment to FY 2021-22 One-Year Action Plan;
2. Closes the public hearing; and
3. Adopts the next Resolution, in order, amending the FY 2019-20 and FY 2021-22 One-Year Action Plans to:
  - a. Approve and re-allocate \$430,000 in Community Development Block Grant (CDBG) funds from the Wells Park Comprehensive Improvements Project to a Stoney Park-Senior Fitness Equipment project, Housing Services and COVID-19-related public services or capital improvement projects;
  - b. Approve and re-allocate \$525,000 in CDBG funds from the Broadway Creek Restoration Project to the Neighborhood Street Lights Improvements Project;
  - c. Approve, appropriate and adopt pre-award costs of \$109,463.60 associated with preparation of the spending plan using one-time funding from the HOME Investment Partnerships Act Program (HOME) from the American Rescue Plan (ARP); and
  - d. Make the necessary changes to the One-Year Action Plans, and submit all required documentation to the U.S. Department of Housing and Urban Development (HUD).

**BACKGROUND:**

In accordance with the City's Citizen Participation and HUD requirements, the City is conducting this Public Hearing to allow El Cajon citizens the opportunity to comment on the proposed amendments to the Action Plans. A Fifth Amendment to FY 2019-20 One-Year Action Plan and a Second Amendment to the 2021-22 One-Year Action Plan have been prepared as summarized below:

Fifth Amendment to FY 2019-20 One-Year Action Plan (CDBG funds)

*Wells Park* - To date, a total of \$803,412 in CDBG funds have been expended on the Wells Park Comprehensive Improvements project. Improvements include the removal and replacement of the existing sewer lateral, installation of decorative fencing, vehicle

and pedestrian gate installation, new parking lot lighting, a concrete soccer pad, court lighting, and fencing. A total of \$696,588 remains for a new basketball court (\$266,588) and storm water treatment and restoration (\$430,000). The basketball court project is scheduled for completion by March 2023, and the storm water project has an uncertain completion date. Therefore, because these funds can benefit the community now, staff recommends a total of \$430,000 be re-allocated to other shovel-ready projects. Public Works may submit a CDBG Application when it becomes available for fiscal year 2023-2024 for eligible capital improvement projects such as storm water treatment at Wells Park.

*Requested Actions:* Staff recommends that City Council approve the Fifth Amendment to FY 2019-20 One-Year Action Plan re-allocating CDBG funds from Wells Park Comprehensive Improvements totaling \$430,000 to a Stoney Park-Senior Fitness Equipment project, Housing Services and COVID-19-related Public Services or COVID-19-related Capital Improvement projects, as follows:

<b>Fifth Amendment to the FY 2019-20 One-Year Action Plan</b>			
<b>City Project Number</b>	<b>Project/Program</b>	<b>Funds Available to Re-Allocate</b>	<b>Proposed Re-Allocation to New Projects</b>
C0922	Wells Park Comprehensive Improvements - Phase III	\$<430,000>	-
XXXX	Stoney Park – Senior Fitness Equipment Project	-	\$220,000
XXXX	Housing Services	-	\$25,000
XXXX	COVID-19-related Public Services or COVID-19-related Capital Improvement Projects	-	\$185,000
<b>Total CDBG Funds Re-Allocated:</b>			<b>\$430,000</b>

*Proposed New Projects/Programs*

*Stoney Park – Senior Fitness Equipment Project* – the City’s Parks and Recreation Department proposes the purchase and installation of new outdoor fitness equipment at Stoney Neighborhood Park. This park is adjacent to the Lexington Senior Apartments and the Library. Studies show that regular physical activity contributes to both positive and preventative factors for maintaining health in older adults. This equipment will provide those psychological and social benefits by encouraging seniors to exercise outdoors in a social setting. Staff recommends funding this activity for \$220,000.

*Housing Services* – the City’s Community Development Department proposes using these funds for administrative costs and staff time for CDBG and HOME housing-related services. These services include administration of CDBG and HOME programs and projects, including the First Time Homebuyer Program and the Housing Rehabilitation Program, among others. Using these funds will assist in offsetting any excess costs that may need to be covered by the

General Fund. Staff recommends funding this activity with \$25,000.

*COVID-19-related Public Services or Capital Improvement Projects*– currently there are only two non-profit agencies providing homeless services to those directly affected by COVID-19 with the one-time CDBG CARES Act funds--these non-profit organizations include ECTLC and Home Start. These funds are soon to expire and will be fully expended. Providing additional funds will help support more people and families in need. Additionally, agencies also need assistance in funding to support their capital improvement projects to continue such services that prepare for, respond to and prevent COVID-19. Staff recommends setting aside \$185,000 to provide a non-profit to provide COVID-19 related services or a project, which will require a request for proposals prior to allocating the funds.

Second Amendment to FY 2021-22 One-Year Action Plan (CDBG funds)

*Broadway Creek* - On April 27, 2021, City Council authorized a FY 21-22 CDBG allocation of \$525,000 to the Broadway Creek Restoration project. However, this project is not ready to use these funds at this time. Future CDBG allocations can be used for the Broadway Creek project when the funds are needed. For now, the Public Works Department has identified the need for additional street light improvements and recommends re-allocating \$525,000 from the Broadway Creek Restoration project to the Neighborhood Street Lights project. These funds will be combined with previous project allocations and used to continue and to expand the number of street lights throughout the City.

*Requested Actions:* Staff recommends that \$525,000 in CDBG funds be re-allocated from the Broadway Creek Restoration project to the Neighborhood Street Lights Improvements project for continuation and expansion of street light improvements throughout the City, as follows:

<b>Second Amendment to the FY 2021-22 One-Year Action Plan (CDBG)</b>			
<b>City Project Number</b>	<b>Project</b>	<b>Funds Available to Re-Allocate</b>	<b>Proposed Re-Allocation</b>
C0930	Broadway Creek Restoration Project (WW3756)	<\$525,000>	-
C0928	Neighborhood Street Lights Improvement Project (PW3742)	-	\$525,000
<b>Total CDBG Funds Re-Allocated:</b>			<b>\$525,000</b>

*Proposed Project*

*Neighborhood Street Lights* -This project was allocated \$500,000 in FY 20-21 and \$288,519 in FY 21-22. Phase I of the project was completed as of June 30, 2022 and expended a total of \$410,896. The remainder amount of \$89,105 will be combined with the FY 21-22 allocation for a total of \$377,624 to continue Phase II of the project, along with the re-allocation amount of \$525,000, totaling \$902,624 for FY 21-22. The Public Works Department specifies that this project will be completed by March 2023, allowing the full expenditure of funds by the end of this fiscal year.

HOME-ARP

On April 8, 2021, as part of the FY 21-22 One-Year Action Plan, HUD announced that the City

of El Cajon would receive an allocation of \$2,189,272 in HOME-ARP funding. Five percent (5%) of the grant can be spent on developing a spending plan for HUD’s review and approval, which is needed before the City receives the grant. Staff recommends that the City Council accepts and appropriates the \$109,463 to use toward administration and planning of the HOME-ARP plan, as follows:

<b>Second Amendment to the FY 2021-22 One-Year Action Plan (HOME-ARP)</b>		
<b>City Project Number</b>	<b>Program</b>	<b>Funds Available to Allocate</b>
XXXX	Home Investment Partnerships Act (HOME) – American Rescue Plan (ARP) Pre-award Grant Number: M-21-MP060508	\$109,463
<b>Total HOME-ARP Funds Allocated:</b>		<b>\$109,463</b>

To summarize this report, staff recommends that the City Council:

1. Approves and re-allocates \$430,000 in CDBG funds to a Stoney Park - Senior Fitness Equipment project, Housing Services and COVID-19-related public services or capital improvement projects;
2. Approves and re-allocates \$525,000 in available CDBG funds to the Neighborhood Street Lights Improvement Project; and
3. Accepts, appropriates and adopts the HOME-ARP pre-award cost of \$109,463 to use for administrative costs for the preparation of the HOME-ARP plan.

A Notice of this Public Hearing and Minimum 30-Day Public Review and Comment Period was published in the Daily Gazette, and posted online and in multiple locations, on August 4, 2022, consistent with the City’s Adopted Citizen Participation Plan. As of the date of publication of this Agenda Report, no comments have been received. All comments received through September 13, 2022 will be considered.

**FISCAL IMPACT:**

CDBG and HOME-ARP grant allocations

CDBG - will be utilized to fund eligible projects and program costs pursuant to Federal law. All grant allocations are funded by the U.S. Department of Housing and Urban Development. There is no impact to the General Fund. This action decreases the total CDBG allocation for Wells Park Comprehensive Improvements by \$430,000 and re-allocates that amount to a Stoney Park - Senior Fitness Equipment project by \$220,000, Housing Services by \$25,000 and COVID-19-related public services or capital improvement projects by \$185,000. This action also decreases the total CDBG allocation for Broadway Creek Restoration Project by \$525,000 and re-allocates that amount to increase the existing Neighborhood Street Lights Improvement Project by \$525,000.

HOME-ARP – will be utilized toward administration and planning of the HOME-ARP plan and will increase HOME-ARP for a total of \$109,463. This action has no impact to the General Fund.

Prepared By: Jose Dorado, Housing Manager and Deyanira ("Yani") Pelayo-Brito, Housing Specialist

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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#### Attachments

Resolution

Draft Fifth Amendment to FY 2019-2020 One Year Action Plan

Draft Second Amendment to FY 2021-2022 One Year Action Plan

Copy of Signed HOME-ARP Agreement (Pre-Award Costs)

COPY  
September 13, 2022  
CDBG Action Plan Amendments

RESOLUTION NO. \_\_-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON ADOPTING A FIFTH AMENDMENT TO THE FY 2019-2020 ONE YEAR ACTION PLAN AND SECOND AMENDMENT TO THE FY 2021-2022 ONE YEAR ACTION PLAN

WHEREAS, the City of El Cajon (the "City") receives Community Development Block Grant ("CDBG") entitlement grant funds and HOME Investment Partnership Act ("HOME") from the U.S. Department of Housing and Urban Development ("HUD") annually; and

WHEREAS, the City of El Cajon (the "City") received a one-time HOME – American Rescue Plan ("ARP") grant numbered M-21-MP060508 from the U.S. Department of Housing and Urban Development ("HUD") to use for pre-award costs; and

WHEREAS, on September 13, 2022 the City Council approved the fifth amendment to FY 2019-2020 One Year Action Plan re-allocating \$430,000 from Wells Park Comprehensive Improvements project to a Stoney Park-Senior Fitness Equipment project, Housing Services and a COVID-19 related Public Services or Capital Improvement project; and

WHEREAS, on September 13, 2022 the City Council approved the second amendment to FY 2021-2022 One Year Action Plan re-allocating \$525,000 from the Broadway Creek Restoration project to the Neighborhood Street Lights Improvement project and to approve, appropriate and adopt the HOME-ARP pre-award costs of \$109,463; and

WHEREAS, the City duly advertised and held a public hearing on September 13, 2022, as required by HUD regulations, at which time the City considered public comments; and

WHEREAS, the City made the amendment to the FY 2019-2020 One Year Action Plan and the amendment to the FY 2021-2022 One Year Action Plan available for public review and comment period for a minimum thirty-day period between August 4, 2022 and September 13, 2022; and

WHEREAS, the City met the requirements of HUD set forth at 24 CFR 91, and found the CDBG allocations presented in the amendment to the FY 2019-2020 One Year Action Plan and the amendment to the FY 2021-2022 One Year Action Plan to be consistent with goals and objectives of the Five Year Consolidated Plan and that reasonable benefits will accrue to the residents of the City of El Cajon.

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

1. The City Council of the City of El Cajon does hereby re-allocate CDBG funds for FY 2019-2020 and FY 2021-2022 as follows:



<b>Fifth Amendment to the FY 2019-20 One Year Action Plan</b>			
<b>City Project Number</b>	<b>Project</b>	<b>Funds Available to Re-Allocate</b>	<b>Proposed Re-Allocation to New Projects</b>
C0922	Wells Park Comprehensive Improvements - Phase III	<\$430,000>	-
XXXX	Stoney Park - Senior Fitness Equipment Project	-	\$220,000
XXXX	Housing Services	-	\$25,000
XXXX	COVID-19 related Public Services or COVID-19 related Capital Improvement Project	-	\$185,000
<b>Total CDBG Funds Re-Allocated:</b>			<b>\$430,000</b>

<b>Second Amendment to the FY 2021-22 One Year Action Plan (CDBG)</b>			
<b>City Project Number</b>	<b>Project</b>	<b>Funds Available to Re-Allocate</b>	<b>Proposed Re-Allocation</b>
C0930	Broadway Creek Restoration Project	<\$525,000>	-
C0928	Neighborhood Street Lights Improvement Project	-	\$525,000
<b>Total CDBG Funds Re-Allocated:</b>			<b>\$525,000</b>

<b>Second Amendment to the FY 2021-22 One Year Action Plan (HOME-ARP)</b>		
<b>City Project Number</b>	<b>Project</b>	<b>Funds Available to Allocate</b>
XXXX	HOME Investment Partnerships Act – American Rescue Plan (HOME-ARP) Grant Number: M-21-MP060508	\$109,463
<b>Total HOME-ARP Funds Allocated:</b>		<b>\$109,463</b>

2. The City Manager or such person designated by the City Manager is hereby authorized to execute appropriate contracts and agreements for the use of the CDBG funds, consistent with City and federal policies and guidelines.

3. The City Council hereby adopts the amended FY 2019-2020 One Year Action Plan and FY 2021-2022 One Year Action Plan, with funding allocations as presented above, and authorizes the City Manager or designee to submit the FY 2019-2020 One Year Action Plan, as amended, and the FY 2021-2022 One Year Action Plan, as amended, to HUD, and to make any necessary or needed corrections or adjustments

to allocations as outlined above, or as required by HUD, and to execute all affiliated documents.

09/13/2022 CC Agenda  
Reso – 2<sup>nd</sup> Amend FY 19-20 One Year Action Plan and 5<sup>th</sup> Amend to One Year Action Plan 091322

COPY  
September 13, 2022  
CDBG Action Plan Amendments



**CITY OF EL CAJON**

**Fifth Amendment to FY 2019-2020 ONE YEAR ACTION PLAN**

The City is proposing a Fifth Amendment to the FY 2019-2020 One Year Action Plan to re-allocate available CDBG funds totaling \$430,000. Of that amount, \$220,000 will be re-allocated to City of El Cajon – Park and Recreation Department to assist in the purchase and installation of new outdoor fitness equipment at Stoney Neighborhood Park for the elderly; a total of \$185,000 will be re-allocated to a COVID-19 eligible capital improvement or public service project and \$25,000 will be re-allocated to Housing Services for administration costs. The public review and comment period begins Thursday, August 4, 2022 for a minimum 30-day period. A public hearing will be held on **Tuesday, September 13, 2022 at 3:00 P.M. in the El Cajon Council Chambers at 200 Civic Center Way, El Cajon, CA 92020.**

The following activities are recommended by staff for funding:

**Proposed CDBG Projects for FY 2019-2020:**

Local Project No.	Agency Name Project Title  Project Site Address (Brief description of project)	Type of project and project eligibility according to 24 CFR section as shown.  Eligibility citations and type of allocation (loan/grant/CHDO set-aside funds).	Amount Recommended for Allocation
C0922	<b>City of El Cajon Wells Park Comprehensive Improvements (2018 and 2019)</b>  1153 E. Madison Ave, El Cajon (Comprehensive Improvements to Park)	03F – Parks, Recreation Facilities 570.201(c) – Capital Expenditure Grant L/M Area – 24 CFR 570.208(a)(1)	<b>&lt;\$430,000&gt;</b>
XXXX	<b>City of El Cajon Stoney Park Improvements (2018 and 2019)</b>  195 E Douglas Ave, El Cajon (Comprehensive Improvements to Park)	03F – Parks, Recreation Facilities 570.201(c) – Capital Expenditure Grant L/M Area – 24 CFR 570.208(a)(1)	<b>\$220,000</b>
XXXX	<b>COVID-19 Related Project Capital Improvement or Public Services</b>  Project to prevent, prepare for and respond to COVID-19.	570.201(c) – Capital Expenditure Grant 570.201(e) – Public Services Grant L/M Area – 24 CFR 570.208(a)(1) L/M Clientele – 24 CFR 570.208(a)(2)	<b>\$185,000</b>
XXXX	<b>City of El Cajon Housing Services</b>  Administration costs for the Housing Rehabilitation Loan Program and the First Time Homebuyer Program	14J – Housing Services 570.201(k) – Housing Services	<b>\$25,000</b>



**CITY OF EL CAJON**

**Second Amendment to FY 2021-2022 ONE YEAR ACTION PLAN**

The City is proposing a Second Amendment to the FY 2021-2022 One Year Action Plan to re-allocate available CDBG funds totaling \$525,000 to City of El Cajon – Public Works Department. These funds will be used to assist in the purchase and installation of additional new street lights for the Neighborhood Street Lights Improvement Project currently active. The Second Amendment will also include the acceptance of administrative and planning funds for a total of \$109,464 in HOME-ARP funding. The public review and comment period begins Thursday, August 4, 2022 for a minimum 30-day period. A public hearing will be held on **Tuesday, September 13, 2022 at 3:00 P.M. in the El Cajon Council Chambers at 200 Civic Center Way, El Cajon, CA 92020.**

The following activities are recommended by staff for funding:

**Proposed CDBG Projects for FY 2021-2022:**

<b>Local Project No.</b>	<b>Agency Name Project Title</b>  Project Site Address (Brief description of project)	<b>Type of project and project eligibility according to 24 CFR section as shown.</b>  <b>Eligibility citations and type of allocation (loan/grant/CHDO set-aside funds).</b>	<b>Amount Recommended for Allocation</b>
C0930	<b>City of El Cajon Broadway Creek Restoration Project</b>  Citywide, El Cajon (Erosion control and flood conveyance Improvements to Broadway Creek)	03I – Public Facilities: Flood Drainage Imprvmts 570.204(c) – Capital Expenditure Grant L/M Clientele – 24 CFR 570.208(a)(2)(ii)	<b>&lt;\$25,000&gt;</b>
C0928	<b>City of El Cajon Neighborhood Street Light Improvement Program</b>  (Installation of street lights in CDBG eligible residential areas)	03K – Other Public Facilities/Improvements 570.201(c) – Capital Expenditure Grant L/M Area – 24 CFR 570.208(a)(1)	<b>\$525,000</b>

**Proposed HOME Projects for FY 2021-2022:**

<b>Local Project No.</b>	<b>Agency Name Project Title</b>  Project Site Address (Brief description of project)	<b>Type of project and project eligibility according to 24 CFR section as shown.</b>  <b>Eligibility citations and type of allocation (loan/grant/CHDO set-aside funds).</b>	<b>Amount Recommended for Allocation</b>
XXXX	<b>City of El Cajon Home Investment Partnership Act (HOME)-American Rescue Plan Pre-Award Grant Number M-21-MP060508</b>	Pre-award costs for the development of the HOME-American Rescue Plan	<b>\$109,464</b>

**HOME ARP Grant Agreement**

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address El Cajon  200 East Main Street El Cajon, CA 92020	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP060508	
	3a. Tax Identification Number 956000703	3b. Unique Entity Identifier (formerly DUNS) 078727393
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$

7. Current Transaction (+ or -)	\$2,189,272.00
a. Administrative and Planning Funds Available on Federal Award Date	\$109,463.60
b. Balance of Administrative and Planning Funds	\$218,927.20
c. Balance of Formula Funds	\$1,860,881.20

8. Revised Obligation	\$
a. Formula Funds	\$

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) 09/20/2021
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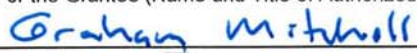

11. Indirect Cost Rate* Administering Agency/Dept. All Applicable City Depts	Indirect Cost Rate 10 % (de minimis rate)	Direct Cost Base MPLC	12. Period of Performance Date in Box #10 - 09/30/2030
—	—%	—	* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
—	—%	—	
—	—%	—	

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Rufus Washington, CPD Director	14. Signature 	15. Date 09/20/2021
16. For the Grantee (Name and Title of Authorized Official)  City Manager	17. Signature 	18. Date 9/28/2021

19. Check one:     Initial Agreement     Amendment #

20. Funding Information: HOME ARP			
Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	\$2,189,272.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

COPY  
September 13, 2022  
CDBG Action Plan Amendments

# CAPITAL IMPROVEMENT PROJECT

## FISCAL YEAR 2022 - 2023

**PROJECT NAME:** WELLS PARK IMPROVEMENTS

**PROJECT NO:** 183610PWCP

**Description:**

Wells Park Improvements includes new field and parking lot lighting, fencing, landscaping and irrigation, and various field and dog park enhancements. Onsite facilities such as the two restrooms and Public Safety Substation will be partially renovated. Underground utilities, driveways, and walking paths will be upgraded.

**Justification:**

Wells Park is heavily used by the neighborhood residents for picnics, family gatherings, off-leash dogs, and other recreational activities. Several large fields and the 1.5 acre parking lot require new LED lighting. Park site control during off peak hours is needed to assist Police and Recreation staff. Onsite facilities will be modernized in order to better suit park visitors and City staff. Other areas along East Madison Avenue and within the park will be landscaped in order to beautify the park and prevent loitering.

**Scheduling:**

Multiple construction contracts are planned for award. Major improvements are expected to be completed by the fall of 2022.

**Operating Budget Impact:**

Minimal increases are anticipated in the operating budget.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Operating Supplies (8160)	-	1,853		1,853
Architectural Services (8315)	-	80,000	(80,000)	-
Consulting Services (8325)	-	-		-
Engineering Services (8335)	-	-		-
Engineering Services-Internal (8336)	62,500	93,849		93,849
Inspection-Internal (8337)	-	36,705		36,705
Legal Services (8345)	-	-		-
Other Prof/Tech Services (8395)	-	30,999	(5,281)	25,718
Advertising (8522)	450	2,558		2,558
Janitorial Services (8544)	50	30,831		30,831
Permits & Fees (8560)	2,000	1,000		1,000
Printing & Binding (8570)	435,000	-		-
Repairs & Maintenance (8576)	-	9,997		9,997
Furniture, Machinery & Equipment (9035)	-	20,000	(20,000)	-
Land Improvements (9055)	-	728,707		728,707
Construction-Buildings (9060)	-	35,000		35,000
Infrastructure (9065)	-	18,000		18,000
Contingency (9060)	-	501		501
<b>PROJECT COST TOTAL:</b>	500,000	1,090,000	(105,281)	984,719

Source(s) of Funds:				
Community Development Block Grant - C0922	500,000	1,090,000	(105,281)	984,719
<b>FUNDING TOTAL:</b>	500,000	1,090,000	(105,281)	984,719

# CAPITAL IMPROVEMENT PROJECT

## FISCAL YEAR 2022 - 2023

**PROJECT NAME:** WELLS PARK IMPROVEMENTS - STORMWATER TREATMENT **PROJECT NO:** 203700PWCP

**Description:**

Stormwater treatment and landscaping at Wells Park includes the installation of water quality treatment systems such as bioretention basins and stormwater curb inlet filtration boxes. Two landscaped basins or depressions using soils and vegetation will be installed along the 700-foot Wells Park frontage. Filtration boxes located within the vicinity of the park will intercept and treat urban runoff prior to entering the storm drain system.

**Justification:**

Stormwater treatment of park and street runoff will improve water quality entering Forrester Creek. In addition to water quality improvements, the basins will serve as beautification to the entrance of Wells Park. The areas that will be replaced by the basins are existing turf, requiring daily irrigation and maintenance. New landscaping will decrease water usage rates and require less routine maintenance.

**Scheduling:**

Construction is anticipated by late 2022.

**Operating Budget Impact:**

Significant decreases are anticipated in the operating budget.

	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)	10,000	15,000	-	15,000
Inspection-Internal (8337)	10,000	10,000	-	10,000
Legal Services (8345)	-	-	-	-
Other Prof/Tech Services (8395)	80,000	110,000	-	110,000
Advertising (8522)	500	500	-	500
Janitorial Services (8544)	-	-	-	-
Permits & Fees (8560)	1,000	1,000	-	1,000
Printing & Binding (8570)	-	-	-	-
Repairs & Maintenance (8576)	-	-	-	-
Furniture, Machinery & Equipment (9035)	-	-	-	-
Land Improvements (9055)	-	-	-	-
Construction-Buildings (9060)	-	-	-	-
Infrastructure (9065)	548,500	673,500	(324,719)	348,781
Contingency (9060)	-	-	-	-
<b>PROJECT COST TOTAL:</b>	650,000	810,000	(324,719)	485,281

<b>Source(s) of Funds:</b>				
San Diego River Conservancy - Proposition 1	400,000	400,000	-	400,000
Community Development Block Grant - C0922	250,000	360,000	(324,719)	35,281
<b>FUNDING TOTAL:</b>	650,000	760,000	(324,719)	435,281



# CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2022-2023

**PROJECT NAME:** Stoney Park - Senior Fitness Equipment

**PROJECT NO:** 233797PRCP

**Description:**

The installation of fitness equipment in the areas adjacent to the playground. The equipment will be surface mounted on existing concrete panels, and will require the installation of rubber surfacing.

**Justification:**

Outdoor fitness equipment provides a venue for seniors and the general public to improve their healthy by increasing range of motion and cardiovascular function, while further activating existing park space with new amenities.

**Scheduling:**

The project is anticipated to be completed in Fiscal Year 2022-23.

**Operating Budget Impact:**

Minimal increases are anticipated in the operating budget.

	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)				-
Inspection-Internal (8337)				19,698
Legal Services (8345)				-
Other Prof/Tech Services (8395)				-
Advertising (8522)				-
Permits & Fees (8560)				-
Printing & Binding (8570)				-
Furniture, Machinery & Equipment (9035)				130,928
Land Improvements (9055)				66,056
Construction-Buildings (9060)				-
Infrastructure (9065)				-
Contingency (9060)				3,318
<b>PROJECT COST TOTAL:</b>	-	-	-	<b>220,000</b>

<b>Source(s) of Funds:</b>				-
Community Development Block Grant				220,000
				-
<b>FUNDING TOTAL:</b>	-	-	-	<b>220,000</b>

# CAPITAL IMPROVEMENT PROJECT

## FISCAL YEAR 2022 - 2023

**PROJECT NAME:** BROADWAY CREEK RESTORATION PHASE B

**PROJECT NO:** 223756PWCP

**Description:**

The project scope includes the planning, design, permitting, and restoration of a 450' long earthen channel spanning from 400' north of Broadway, emerging from the Ballantyne Street undercrossing and finishing at Hart Drive. A portion of the project is shared by the County of San Diego and, as such, partnering and cost sharing is defined. The project will accomplish one phase of the creek restoration, Phase B. Further, the scope intends to mitigate severe channel erosion and scour as prevalent in the existing condition, as well as protect private property from further damage. Design and planning efforts include utilizing consultants for preliminary and final design, resource agency permitting, environmental technical studies, improvement plans, and specifications.

**Justification:**

The project is high-priority due to prolonged damage incurred from surface water to both public and private assets, along with capacity issues inherent with the existing channel. The project also serves to restore vital biological habitat in the community and implement trash capture devices in alignment with goals set for the City by the Regional Water Quality Control Board.

**Scheduling:**

Design commenced in 2021, which includes environmental and permitting with resource agencies. Construction is expected to start and be completed in 2024.

**Operating Budget Impact:**

The project will replace existing assets and reduce the Wastewater operational budget by reducing maintenance costs.

	Original Project Budget	Current Project Budget	Proposed Project Amendment	Proposed Project Budget
Operating Supplies (8160)		-		-
Architectural Services (8315)		-		-
Consulting Services (8325)		325,000		325,000
Engineering Services (8335)		-		-
Engineering Services-Internal (8336)		60,000		60,000
Inspection Services-Internal (8337)		45,000		45,000
Legal Services (8345)		-		-
Other Prof/Tech Services (8395)		25,000		25,000
Advertising (8522)		1,000		1,000
Janitorial Services (8544)		-		-
Permits & Fees (8560)		9,750		9,750
Printing & Binding (8570)		-		-
Furniture, Machinery & Equipment (9035)		-		-
Land (9050)		-		-
Construction-Buildings (9060)		-		-
Infrastructure (9065)	-	2,191,963	(525,000)	1,666,963
Contingency (9060)		-		-
<b>PROJECT COST TOTAL:</b>	-	2,657,713	(525,000)	2,132,713

Source(s) of Funds:				
Wastewater Enterprise Fund		1,650,000		1,650,000
CDBG (City of El Cajon)		525,000	(525,000)	-
CDBG (County of San Diego)		482,713		482,713
<b>FUNDING TOTAL:</b>	-	2,657,713	(525,000)	2,132,713

# CAPITAL IMPROVEMENT PROJECT FISCAL YEAR 2022 - 2023

**PROJECT NAME:** NEIGHBORHOOD STREET LIGHTS 2022

**PROJECT NO:** 223742PWCP

**Description:**

Installation of new street lights in qualified CDBG-eligible residential census tracts. Locations for the lighting improvements will be supported by a lighting study performed by engineering staff. Approximately 40 street lights will be installed to enhance night-time visibility to ensure residents' safety.

**Justification:**

Enhanced street lighting in those areas where it is currently insufficient or nonexistent and the repair and/or replacement of deteriorated street light components will provide improved traffic and pedestrian safety.

**Scheduling:**

Enhanced street lighting in those areas where it is currently insufficient or nonexistent and the repair and/or replacement of deteriorated street light components will provide improved traffic and pedestrian safety.

**Operating Budget Impact:**

This project is expected to have a minimal increase in maintenance costs.

	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)	-	11,000	14,000	25,000
Inspection Services-Internal (8337)	-	14,750	20,250	35,000
Legal Services (8345)	-	-		-
Other Prof/Tech Services (8395)	-	-		-
Advertising (8522)	-	250		250
Janitorial Services (8544)	-	-		-
Permits & Fees (8560)	-	-		-
Printing & Binding (8570)	-	-		-
Furniture, Machinery & Equipment (9035)	-	-		-
Land Improvements (9055)	-	-		-
Construction-Buildings (9060)	-	-		-
Infrastructure (9065)	-	259,452	579,854	839,306
Contingency (9060)	-	-		-
<b>PROJECT COST TOTAL:</b>	-	285,452	614,104	899,556

Source(s) of Funds:				
Community Development Block Grant 270900 (C0928)	-	285,452		285,452
Community Development Block Grant 270900 (C0927?)	-	-	89,104	89,104
Community Development Block Grant 270900 (C0930?)	-	-	525,000	525,000
<b>FUNDING TOTAL:</b>	-	285,452	614,104	899,556



City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Yazmin Arellano, Director of Public of Works  
**SUBJECT:** Capital Outlay Authorization

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**RECOMMENDATION:**

That the City Council authorizes the City Manager, or approved designee, to use the Wildfire and Forest Resilience Program (WEAP21) grant funds to purchase a compact track loader for approximately \$100,000, a trailer for approximately \$70,000, and a brush cutter for approximately \$15,000.

**BACKGROUND:**

On April 12, 2022, the City Council approved Resolution No. 028-22 to accept and appropriate additional Wildfire and Forest Resilience Program (WEAP21) grant funding in the amount of \$2,625,000, for a total grant funding amount of \$3,125,000. This resolution included utilizing grant funds to purchase brush clearing equipment and heavy machinery to be used by City operations staff for enhanced brush clearing and fuel reduction purposes.

The San Diego River Conservancy validated the purchase of brush clearing equipment as an eligible grant expenditure.

**FISCAL IMPACT:**

Approval of these capital purchases does not result in increased appropriations. Sufficient funding is available for this activity as part of the Wildfire and Forest Resilience Program (WEAP21) grant.

Prepared By: Sara Marshall, Senior Management Analyst

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

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Attachments

Brush Cutter

Loader

Trailer

**PROPERTY (CAPITAL OUTLAY) REQUEST**  
**Fiscal Year 2022-23**

ACTIVITY: 251580

BUDGET ACTIVITY NO: 251580

QTY	DESCRIPTION	UNIT COST	PURCHASE PRICE	PLUS: INSTALL	LESS: TRADE-IN	TOTAL NET COST
1	Brush Cutter	\$15,000.00	\$15,000.00			\$15,000.00

**NEW OR REPLACEMENT? (If new, state usage. If replacement, state age of equipment to be replaced.)**

New. This brush cutter will be used to help cut and mulch overgrown dry brush in various areas.

**ESTIMATED LIFE OF REQUESTED ITEM (Provide an estimated useful life of requested equipment and estimated replacement date.)**

15-20 years.

**JUSTIFICATION FOR REQUEST (Explain necessity for and benefits derived from this purchase. If the equipment is substantially different than the equipment it replaces, additional justification should be given.)**

This brush cutter will be used to help cut and mulch overgrown dry brush in various areas which can help prevent wildfires.

**ADDITIONAL EXPENSES (State the cost of additional items, ongoing maintenance costs or other expenses, if any, to place the equipment in full operation)**

N/A.

Prepared by: Sara Marshall & Martin Bitterling

Department Head: Yazmin Arellano

**PROPERTY (CAPITAL OUTLAY) REQUEST**  
**Fiscal Year 2022-23**

ACTIVITY: 251580

BUDGET ACTIVITY NO: 251580

QTY	DESCRIPTION	UNIT COST	PURCHASE PRICE	PLUS: INSTALL	LESS: TRADE-IN	TOTAL NET COST
1	Compact Track Loader	\$100,000.00	\$100,000.00			\$100,000.00

**NEW OR REPLACEMENT? (If new, state usage. If replacement, state age of equipment to be replaced.)**

New. This compact track loader is to be used in conjunction with the brush cutter to access hard to access areas in order to cut, remove, and mulch overgrown dry brush in order to reduce potential fire hazards.

**ESTIMATED LIFE OF REQUESTED ITEM (Provide an estimated useful life of requested equipment and estimated replacement date.)**

20 years.

**JUSTIFICATION FOR REQUEST (Explain necessity for and benefits derived from this purchase. If the equipment is substantially different than the equipment it replaces, additional justification should be given.)**

This compact track loader is to be used in conjunction with the brush cutter to access hard to access areas in order to cut, remove, and mulch overgrown dry brush in order to reduce potential fire hazards.

**ADDITIONAL EXPENSES (State the cost of additional items, ongoing maintenance costs or other expenses, if any, to place the equipment in full operation)**

N/A

Prepared by: Sara Marshall & Martin Bitterling

Department Head: Yazmin Arellano

**PROPERTY (CAPITAL OUTLAY) REQUEST**  
**Fiscal Year 2022-23**

ACTIVITY: 251580

BUDGET ACTIVITY NO: 251580

QTY	DESCRIPTION	UNIT COST	PURCHASE PRICE	PLUS: INSTALL	LESS: TRADE-IN	TOTAL NET COST
1	Trailer	\$70,000.00	\$70,000.00			\$70,000.00

**NEW OR REPLACEMENT? (If new, state usage. If replacement, state age of equipment to be replaced.)**

New. This trailer will transport our brush hog accessory along with the compact track loader to the brush removal locations.

**ESTIMATED LIFE OF REQUESTED ITEM (Provide an estimated useful life of requested equipment and estimated replacement date.)**

20-25 years.

**JUSTIFICATION FOR REQUEST (Explain necessity for and benefits derived from this purchase. If the equipment is substantially different than the equipment it replaces, additional justification should be given.)**

This trailer will transport our brush hog accessory along with the compact track loader to the brush removal locations.

**ADDITIONAL EXPENSES (State the cost of additional items, ongoing maintenance costs or other expenses, if any, to place the equipment in full operation)**

N/A

Prepared by: Sara Marshall & Martin Bitterling

Department Head: Yazmin Arellano



City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mike Moulton, Chief of Police  
**SUBJECT:** FY 2021 Urban Area Security Initiative (UASI) Grant - Police Department

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**RECOMMENDATION:**

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept, appropriate, and expend the FY2021 Urban Area Security Initiative (UASI) Grant funding in the amount of \$40,000, and execute any grant documents and agreements necessary for the receipt and use of these funds.

**BACKGROUND:**

Since the terrorist attacks of September 11, 2001, there remains a heightened concern over the potential for an act of terrorism to occur again within the United States. The Federal Government, through the Department of Homeland Security, has provided communities throughout the country with hundreds of millions of dollars for the fight against terrorism. The FY2021 State Homeland Security Grant - Urban Area Security Initiative (UASI) Grant Funding will be utilized by the Police Department for Close Quarters Clearance training for the Department's SWAT team. The Police Department will receive \$40,000 for the UASI sponsored Regional Training Participation.

**FISCAL IMPACT:**

This grant will provide \$40,000 of funding and will not impact the City's General Fund, and no matching funds are required for this grant. This action will increase appropriations in the Police Grants Fund (226380-UASI21) by this amount. These grant funds will be used solely by the Police Department for the projects listed above or as modified in the approved grant workbook.

Prepared By: Julie Wiley  
Reviewed By: Mike Moulton, Police Chief  
Approved By: Graham Mitchell, City Manager

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Attachments

Resolution  
Grant Documents  
Grant Award Amendment



RESOLUTION NO. \_\_\_\_-22

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL CAJON AUTHORIZING THE ACCEPTANCE OF THE  
FY21 STATE HOMELAND SECURITY GRANT – URBAN AREA SECURITY  
INITIATIVE GRANT IN THE AMOUNT OF \$40,000 TO FUND  
TRAINING FOR THE CITY OF EL CAJON POLICE DEPARTMENT

WHEREAS, since the terrorist attacks of September 11, 2001, there continues to be a heightened concern over the potential for an act of terrorism to occur again within the borders of the United States, and the federal government, through the Department of Homeland Security (the "Department"), has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism; and

WHEREAS, the City of El Cajon (the "City") has been awarded the FY2021 State Homeland Security Grant Urban Area Security Initiative ("UASI") grant funding in the sum of \$40,000, which will be utilized by the Police Department for tuition and staffing costs for selected UASI sponsored training and exercises for police SWAT personnel; and

WHEREAS, the City Council has determined that it is in the best interests of the City to be a recipient of the designated grant funds.

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

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

Section 2. The City Council hereby authorizes the acceptance and appropriation of the UASI funds from the Department in the amount of \$40,000, generally for the purposes set forth herein, provided, however, that the City Manager, or such person designated by the City Manager, is allowed to modify the specific use of UASI funds, with the approval of the Department.

Section 3. The City Council hereby further authorizes the City Manager, or such person designated by the City Manager, to execute any grant documents and agreements necessary for the receipt and use of these funds on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or such person designated by the City Manager, and to take all actions and to execute all documents necessary or appropriate to carry out the terms of the UASI grant.

**AGREEMENT BETWEEN THE CITY OF  
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE  
CITY OF EL CAJON  
FOR THE DISTRIBUTION OF FY 2021 UASI GRANT FUNDS**

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THIS AGREEMENT is made this day of \_\_\_\_\_, 20\_\_\_\_ in the City and County of San Diego, State of California, by and between the \_\_\_\_\_ CITY OF EL CAJON \_\_\_\_\_ (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

***RECITALS***

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

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

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

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

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

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #: ) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2021-0081, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 27, 2021.

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

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

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

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

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

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

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

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

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

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

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

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

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

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

**ARTICLE 3**  
**PERFORMANCE OF THE AGREEMENT**

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2021** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2024.**

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

3.3 **Use of Funds.**

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

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

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

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

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

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

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

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

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

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

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

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

3.6 **Technology Requirements.**

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

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

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

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

### 3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

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

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

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

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

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

### 3.8 **Contractor Requirements.**

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

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

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

### 3.9 **Monitoring Grant Performance.**

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

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

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

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

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

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

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.



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

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

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

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

3.13 **EHP Requirements.**

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

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that

may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

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

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

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

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

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

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

#### **ARTICLE 4 REPORTING REQUIREMENTS; AUDITS**

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

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

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without

limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

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

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

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY**

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

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

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

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

## ARTICLE 7

### EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

7.3 **Termination for Convenience.**

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

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

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

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

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

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8  
ASSIGNMENTS**

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

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

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

**ARTICLE 9  
NOTICES AND OTHER COMMUNICATIONS**

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

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services  
9601 Ridgeway Court, MS 1101C  
San Diego, CA 92123  
Attn: Megan Beall, Program Manager  
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE  
ADDRESS  
CITY, STATE, ZIP  
ATTN  
FACSIMILE

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

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

## **ARTICLE 10 MISCELLANEOUS**

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

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

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

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

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

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

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

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

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the



validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 COMPLIANCE**

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

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

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

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency's website.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481.

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

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

\_\_\_\_\_  
MEGAN BEALL  
PROGRAM MANAGER  
OFFICE OF EMERGENCY SERVICES

\_\_\_\_\_  
SUBRECIPIENT

**Federal Tax ID #:**

**Approved as to Form:**

Mara W. Elliott  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## Appendix A — SUBRECIPIENT Award Letter



April 8, 2022

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

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
 FY 2021 Homeland Security Grant Program  
 Grant# 2021-0081 Cal OES ID# 073-66000  
 Subrecipient Performance Period: September 1, 2021 to December 31, 2023

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY21 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
<b>All Projects</b>	<b>\$ 14,491</b>	
Project 021 Goal 3 Training, Exercises and Conferences <sup>2</sup>	\$ 14,491	December 15, 2023

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<sup>2</sup> Training Conduct and Participation funds are limited to approved courses (see Attachment A).

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

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement. Additionally, Cal OES prior approval is required

April 8, 2022  
Page 2

for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM 2017-01-A.

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

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

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

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall  
Program Manager  
City of San Diego Office of Emergency Services



Graham Mitchell, City Manager  
City of El Cajon

4-20-2022

Date

## Appendix B—HSGP Standard Assurances

Name of Jurisdiction: \_\_\_\_\_  
Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: California Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

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

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

### **Federal Regulations**

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

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

#### **1. Proof of Authority**

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

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

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

#### **2. Period of Performance**

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



### **3. Lobbying and Political Activities**

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

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

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

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

### **4. Debarment and Suspension**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

### **5. Non-Discrimination and Equal Employment Opportunity**

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101- 12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation,

marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## **6. Drug-Free Workplace**

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

## **7. Environmental Standards**

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

## **8. Audits**

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

## **9. Access to Records**

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

## **10. Conflict of Interest**

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

## **11. Financial Management**

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

## **12. Reporting - Accountability**

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

## **13. Whistleblower Protections**

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

## **14. Human Trafficking**

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

## **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

**16. Worker’s Compensation**

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

**17. Property-Related**

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

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

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

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

**19. Use of Cellular Device While Driving is Prohibited**

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

**20. California Public Records Act and Freedom of Information Act**

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

**HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC  
ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

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

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

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

**22. Acknowledgment of Federal Funding from DHS**

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

**23. Activities Conducted Abroad**

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

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

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

**25. Copyright**

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

**26. Duplication of Benefits**

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

**27. Energy Policy and Conservation Act**

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

**28. Federal Debt Status**

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

**29. Fly America Act of 1974**

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

§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

**30. Hotel and Motel Fire Safety Act of 1990**

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

**31. Non-supplanting Requirement**

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

**32. Patents and Intellectual Property Rights**

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

**33. SAFECOM**

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

**34. Terrorist Financing**

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

**35. Reporting of Matters Related to Recipient Integrity and Performance**

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

**36. USA Patriot Act of 2001**

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

**37. Use of DHS Seal, Logo, and Flags**

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



**IMPORTANT**

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Appendix C -- Form of Reimbursement Request

**REIMBURSEMENT REQUEST**

**Cover Sheet (Invoice)**  
**Office of Emergency Services**  
**FY21 Urban Area Security Initiative Grant Program**  
**Award #2021-0081**  
**CalOES ID #073-66000 CFDA #97.067**

**Reimbursement Request (Invoice)#** \_\_\_\_\_

**Mail Reimbursement Request To:** \_\_\_\_\_ **Date:** \_\_\_\_\_

City of San Diego \_\_\_\_\_ **Agency:** \_\_\_\_\_

Office of Emergency Services

Attn: Grants Management Section **Unique Entity ID (UEI):** \_\_\_\_\_

9601 Ridgehaven Ct, MS 1101C

San Diego, CA 92123

**Expenditure Period:** \_\_\_\_\_

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
<b>Total</b>		<b>\$ -</b>

**For questions regarding this reimbursement request contact**

**Name** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

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

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

### City of San Diego Office of Emergency Services FY21 Urban Area Security Initiative Grant

Grant: FY21 UASI Grant #2021-0081  
CalOES #073-66000 CFDA #97.067

#### Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	Unique Entity ID (UEI)#	_____

Under Penalty of Perjury I certify that:

The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.

After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.

The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

No Event or Default has occurred and is continuing.

The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

#### Mail Reimbursement Request To:

City of San Diego Office of Emergency Services  
Grants Management Section  
9601 Ridgehaven Ct, MS 1101C  
San Diego, CA 92123

## Appendix C -- Form of Reimbursement Request

### REIMBURSEMENT REQUEST

Office of Emergency Services  
 FY21 Urban Area Security Initiative Grant Program  
 Training/Exercise Costs Detail Worksheet

Jurisdiction: \_\_\_\_\_ Expenditure Period: \_\_\_\_\_  
 Date: \_\_\_\_\_

Grant: FY21 UASI Grant #2021-0081  
 CalOES #073-66000 CFDA #97.067

Course	Delivery (Tuition / Registration / Materials)	Overtime & Backfill	Travel (Minus Tuition / Registration / Materials)	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

Attendee Breakdown by Discipline									
EMA	EMS	FS	GA	HZ	LE	PH	PSC	PW	Total
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
0	0	0	0	0	0	0	0	0	0

*NOTE: O.T. fringe benefits are limited to FICA, Worker's Compensation and Unemployment Compensation. Each jurisdiction must ensure that reimbursement requests do not include any other O.T. fringe benefit expenditures. Other fringe benefit costs must be absorbed by the jurisdiction.*

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

Office of Emergency Services FY21 Urban Area Security Initiative Grant Program CONSULTANT / CONTRACTOR											
Grant: FY21 UASI Grant #2021-0081 CalOES #073-66000 CFDA #97.067											
Cash Request #						through					
						(Performance Period Start Date) (Performance Period End Date)					
Project Number	Consulting Firm	Project & Description of Services	Deliverable	Discipline	Solution Area	Expenditure Category	Period of Expenditure	Billable Hour Breakdown			Total Charged to Grant
								Total Salary & Benefits Charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours	
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

FY21 Urban Area Security Initiative Grant Program  
PERSONNEL

Grant: FY21 UASI Grant #2021-0081  
CalOES #073-66000 CFDA #97.067

Cash Request #

through  
Claim Period of Expenditure Start Date (Claim Period of Expenditure End Date)

Project Number	Employee Name	Backfilling For	Project/Deliverable	Discipline	Solution Area	Period of Expenditure	Billable Hour Breakdown				Total Charged to Grant
							Total Salary & Benefits Charged for this Reporting Period	Hourly Rate	Overtime Rate	Total Project Hours	
							\$ -				\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

**Appendix C -- Form of Reimbursement Request**

**REIMBURSEMENT REQUEST**

Per Diem Expenses for (Employee Name) (Name of Event)

Date															Total	
Breakfast															-	
Lunch															-	
Dinner															-	
Snack															-	
Tips															-	
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
GSA Per Diem Meals & Inc Exp. Max															-	
<b>Reimbursable Meal Amount</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lodging Paid including taxes and fees															-	
GSA Per Diem Lodging (excluding taxes & fee)															-	
<b>Reimbursable Lodging w taxes and fees</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mileage															-	
Airfare															-	
Registration															-	
Parking															-	
Taxi															-	
<b>Total Reimbursable for</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
														<b>Total Reimbursable for</b>	-	
															<b>Total Reimbursable for Claim</b>	-

Appendix C -- Form of Reimbursement Request

**REIMBURSEMENT REQUEST**

CASH REQUEST INVOICE DETAIL BREAKDOWN

GRANT: \_\_\_\_\_  
 JURISDICTION: \_\_\_\_\_

CASH REQUEST # \_\_\_\_\_

Proj	Vendor	Invoice #	Invoice Date	AEL#	Cost	Freight	Tax Rate	Tax Amt	Total Cost	Disallowed	Claim Amount	Comment
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-	-	-	-	-	-	
		TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
									TOTAL CLAIM		\$ -	



**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

**City of San Diego Office of Emergency Services**

**PERFORMANCE PERIOD EXTENSION REQUEST**

Subrecipient Name: \_\_\_\_\_

UASI FY: \_\_\_\_\_

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

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

1. Describe the details of the project:
2. What is the current status of the project?
3. Please provide a timeline as to how you will meet the new requested date:
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
<b>PROJECT A:</b>		
<b>TOTAL</b>		
<b>PROJECT B:</b>		
<b>TOTAL</b>		

**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

<b>PROJECT D:</b>		
<b>TOTAL</b>		
<b>PROJECT E:</b>		
<b>TOTAL</b>		
<b>PROJECT G:</b>		
<b>TOTAL</b>		
<b>All Investments TOTAL</b>		

City of San Diego Office of Homeland Security

**GRANT SUBAWARD AMENDMENT**      **DATE** \_\_\_\_\_ **GRANT NAME** \_\_\_\_\_

**Federal Grant #** \_\_\_\_\_ **CalOES #** \_\_\_\_\_ **Amendment #** \_\_\_\_\_

**Project #** \_\_\_\_\_ **UEI #** \_\_\_\_\_ **Final Claim Due Date** \_\_\_\_\_

This amendment is between the City of San Diego Office of Homeland Security, hereafter called OHS, and the Grant Subrecipient: \_\_\_\_\_

**Subrecipient (Certification and Signature of Authorized Agent)**

<b>By (Authorized Signature)</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>
<b>Address</b>	
<b>Mail Original Signed form to OHS: 9601 Ridgehaven Court, MS 1101C, San Diego, CA 92123</b>	

**For OHS use only**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above

<b>Signature of OHS Program Manager</b>	<b>Date</b>



City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Frank Carson, Director of Parks & Recreation  
**SUBJECT:** Mother Goose Parade Association Sponsorship and In-Kind Support

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**RECOMMENDATION:**

That the City Council approves the request from the Mother Goose Parade Association to participate as a sponsor and provide in-kind support for the 2022 Mother Goose Parade 'Fest.

**BACKGROUND:**

In the past, the City Council has approved a contribution of in-kind services, and when funding allows, provided direct cash support to the Mother Goose Parade Association for the annual Mother Goose Parade. Last year, the City Council contributed \$20,000 to sponsor the virtual parade.

The Mother Goose Parade Association requests \$20,000 from the City for sponsorship of its 76th annual parade. Additionally, they seek in-kind City support, which totaled approximately \$25,000 in 2019 (the last year the parade was hosted in-person).

Over the last few years, the Mother Goose Parade has made notable changes and added elements to the parade with the goal of increasing participation from the community. This year the Mother Goose Parade Association may be adding a slight name change to the event to be Mother Goose Parade 'Fest and are considering other significant changes to the parade.

**FISCAL IMPACT:**

If approved, sufficient funding exists in the City Council Contingency FY2022-23 Annual Budget (101101) for the proposed \$20,000 cash support. In-kind support will be absorbed by various City departments' operating budgets.

Prepared By: Frank Carson, Director of Parks & Recreation  
Reviewed By: Vince DiMaggio, Assistant City Manager  
Approved By: Graham Mitchell, City Manager

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Attachments

MG Funds Request Letter

ALWAYS THE SUNDAY



BEFORE THANKSGIVING!

September 5, 2022

**City of El Cajon Mayor, City Councilpersons, City Manager and El Cajon Police Department**

El Cajon City Hall  
200 Civic Center Way  
El Cajon, CA 92020

**Regarding:** 2022 Mother Goose Parade 'Fest

Dear Honorable Mayor Wells, Honorable Councilmen Gary Kendrick, Phil Ortiz, Steve Goble, Councilwoman Michelle Metschel, City Manager Graham Mitchell and El Cajon Police Department Lt. Darrin Forster,

The Mother Goose Parade Association has proudly worked alongside the City of El Cajon as this historic event's TITLE SPONSOR for many years. For the upcoming 76<sup>th</sup> annual event to be held on Sunday November 20, 2022, we would like to partner again with the City of El Cajon to present the reimagined *2022 Mother Goose Parade 'Fest*, as we head "Back to The Future", the 2022 parade theme.

As we all know, our world has changed in the way we approach public events. In 2020 and 2021, with your creativity and support, we ushered in very successful virtual parades allowing us to safely honor the *Mother Goose Parade* tradition on network television, a first for the City of El Cajon and this treasured parade. Now in 2022, plans are in motion to feature a hybrid Parade-Festival event that honors the *Mother Goose Parade* traditions like balloons, bands and equestrian units, while most importantly inviting families and children to enjoy the exciting celebration safely and in-person.

This year as we head 'Back to The Future', the format will be different as we work closely with your City Department staffs and their resources to present a *Mother Goose Parade 'Fest*.

This format shall encourage people to stroll through the many favorite parade features, as opposed to the parade moving down Main Street and passing by them. We plan to invite all the elements one would expect in our traditional parade, like the big helium balloons along Rea Street, clowns, performance dance groups and of course, marching bands and celebrity emcees. The *Mother Goose Parade* Committee will be inviting the favorite units that typically march in the parade, to have scheduled performances on either the Promenade Stage or the Centennial Plaza stage. As we all know, the *Mother Goose Parade* ushers in the start of the annual holiday season and tree lighting, with a special appearance by Santa.

We suggest the use of the Promenade, Main Street from Claydell to Magnolia Ave., Rea Ave and the Parking lot at the County Courthouse to present this exciting *2022 Mother Goose Parade 'Fest*.

The very successful 'HauntFest, Dinner & Concert Series' and popular Summer Car Shows presented with the El Cajon Downtown Business Partners, are all models of similarly successful family events we shall follow.

We have re-opened discussions for 2022 and our plan shall again strive to offer Parade families a memorable LIVE TV telecast on local network stations, and live streaming of the full event using multiple platforms to include Facebook, You Tube, our local media partners and their Roku, Apple TV and streaming platforms.

ALWAYS THE SUNDAY



BEFORE THANKSGIVING!

With all the commitments we have initiated and currently have in place, along with the new and exciting Parade 'Fest elements and the positive exposure the City of El Cajon shall receive, we are asking the City of El Cajon to join us again as the **TITLE SPONSOR** of the 76<sup>th</sup> annual *Mother Goose Parade 'Fest*. Your donated investment of \$20,000 will help off-set the many parade operational expenses the all-volunteer MGPA incurs, along with providing us the pledged efforts of your Public Works Department, Park & Recreation Department and the El Cajon Police Department, all graciously received in the past.

For this donation, the City of El Cajon shall be named the TITLE SPONSOR, receiving such sponsor benefits as:

- The City Seal and emblem will be positioned in all print collaterals such as advertising, media press releases, signs, banners, posters, etc. throughout the 2022 MGP year,
- The City shall be recognized as top line TITLE SPONSOR in any and all radio, television and digital media exposure obtained by the Mother Goose Parade Association, including MGPA website and social media posts.
- Preferred placement of your City Department(s) booths, displays and their representatives in the *Mother Goose Parade 'Fest* footprint, to provide interaction and marketing opportunities to the many MGP attendees,
- Shared usage of all digital and creative assets captured/recorded as a part of the *Mother Goose Parade 'Fest*
- Other TITLE SPONSOR benefits not named herein.

We appreciate your consideration of this proposal and hope the Mother Goose Parade Association can count on the City of El Cajon to continue giving the gift of this cherished parade to the children of El Cajon and East County for 2022 and generations to come.

Thank you for your time and consideration,

Daryl R. Priest

President Mother Goose Parade 2022



**City Council  
Agenda Report**

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Morgan Foley, City Attorney  
**SUBJECT:** Conflict of Interest Code - Biennial Review

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**RECOMMENDATION:**

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

**BACKGROUND:**

The Political Reform Act requires that the City review its conflict of interest code every two (2) years to determine if it is accurate or, in the alternative, if it needs to be amended. Once the determination has been made, the City must then submit notice of any changes to the Fair Political Practices Commission (the "FPPC").

Because the City Council has previously incorporated by reference the Model Conflict of Interest Code, promulgated by the FPPC, any amendments by the Commission automatically apply to our Conflict of Interest Code. We have determined, however, that the list of Designated Employees and Officials (last updated on September 22, 2020 by City Council Resolution No. 101-20) must be amended to reflect changes in positions due to re-classifications, revised and deleted titles of positions, and new classifications added since the 2020 Biennial Review.

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**Attachments**

Resolution  
Redlined Changes

RESOLUTION NO. \_\_\_\_-22

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

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

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

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

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

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

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



## ATTACHMENT A

### **Position** **Disclosure Categories**

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#### **City Staff under City Manager:**

Accountant	1, 4, 5, 7
Accounting Technician	1, 4, 5, 7
Administrative Analyst for Human Resources/City Manager's Office	1, 3, 5, 7
Animal Control Manager	1, 3, 5, 7
Assistant City Manager	1, 3, 5, 7
Assistant to the City Manager	1, 3, 5, 7
Assistant Engineer	1, 3, 5, 7
Assistant Planner	1, 3, 5, 7
Associate Engineer	2, 4, 6, 8
Associate Planner	1, 3, 5, 7
Building and Fire Safety Inspector	1, 4, 5, 7
Building Official	1, 3, 5, 7
Buyer	1, 4, 5, 7
City Clerk	1, 4, 5, 7
City Engineer/Deputy Director of Public Works	1, 3, 5, 7
City Traffic Engineer	2, 4, 6, 8
Code Compliance Officer	2, 4, 6, 8
Communications Center Manager	2, 4, 6, 8
Crime Lab Manager	1, 3, 5, 7
Deputy City Clerk	1, 4, 5, 7
Deputy Director of Community Development	1, 3, 5, 7
Deputy Director of Public Works	1, 4, 5, 7
Deputy Fire Chief	2, 4, 6, 8
Deputy Fire Marshal	1, 4, 5, 7
Director of Community Development	1, 3, 5, 7
Director of Finance	1, 3, 5, 7
Director of Finance/City Treasurer	1, 3, 5, 7
Director of Human Resources	1, 3, 5, 7
Director of Information Technologies	1, 3, 5, 7
Director of Parks & Recreation	1, 4, 6
Director of Public Works	1, 3, 5, 7
Engineering Technician	1, 3, 5, 7
Facilities Manager	2, 4, 6, 8
Financial Operations Manager	1, 4, 5, 7
Fire Battalion Chief	2, 4, 6, 8
Fire Chief	1, 3, 5, 7
Fire Division Chief	2, 4, 6, 8
Fire Inspector I	1, 4, 5, 7
Fire Inspector II	1, 4, 5, 7
Fire Marshal	1, 3, 5, 7
Fleet Manager	2, 4, 6
GIS Analyst	1, 3, 5, 7
Housing Manager	1, 3, 5, 7
Housing Specialist	1, 3, 5, 7
Human Resources Analyst	2, 4, 6, 8

Information Technologies Analyst	1, 3, 5, 7
Information Technologies Specialist	1, 3, 5, 7
Information Technologies Manager	1, 4, 5, 7
Junior Engineer	1, 3, 5, 7
Licensed Land Surveyor	1, 3, 5, 7
Maintenance Supervisor	2, 4, 6, 8
Management Analyst	1, 3, 5, 7
Management Assistant	1, 3, 5, 7
Marketing and Engagement Manager	1, 3, 5, 7
Network Administrator	1, 4, 5, 7
Operations Manager	2, 4, 6, 8
Parks & Recreation Services Manager	2, 4, 6, 8
Planning Manager	1, 3, 5, 7
Plans Examiner	1, 4, 5, 7
Police Captain	2, 4, 6, 8
Police Chief	1, 3, 5, 7
Police Lieutenant	2, 4, 6, 8
Police Records Manager	2, 4, 6, 8
Principal Civil Engineer	1, 3, 5, 7
Principal Human Resources Analyst	1, 3, 5, 7
Public Information Officer	1, 4, 5, 7
Public Works Inspector	2, 4, 6, 8
Public Works Superintendent	2, 4, 6, 8
Purchasing Agent	1, 3, 5, 7
Senior Accountant	1, 4, 5, 7
Senior Accounting Technician	1, 4, 5, 7
Senior Building and Fire Safety Inspector	1, 4, 5, 7
Senior Buyer	1, 4, 5, 7
Senior Engineering Technician	1, 3, 5, 7
Senior Human Resources Analyst	1, 3, 5, 7
Senior Management Analyst	1, 3, 5, 7
Senior Planner	1, 3, 5, 7
Senior Risk Management Analyst	1, 3, 5, 7
Supervising Building and Fire Safety Inspector	1, 3, 5, 7
Supervising Engineering Technician	1, 3, 5, 7

**City Attorney Staff:**

Assistant City Attorney	1, 3, 5, 7
Deputy City Attorney	1, 3, 5, 7
Retained Attorney	1, 3, 5, 7
Staff Attorney	1, 3, 5, 7

**Boards/Commissions/Committees/Consultants**

Personnel Commission Members	2, 3, 5, 7
Public Safety Facility Financing Oversight Committee	2, 4, 6, 8
Relocation Appeals Board Members	2, 3, 6, 8
Successor Agency Oversight Board	1, 3, 5, 7
Veterans' Commission Members	2, 4, 6, 8
Consultants	2, 4, 6, 8

## ATTACHMENT B

### DISCLOSURE CATEGORIES

#### Category 1. All-Inclusive Reportable Investments

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

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

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

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

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

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

## **Category 2. Less-Inclusive Reportable Investments**

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

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

## **Category 3. All-Inclusive Reportable Interests in Real Property**

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

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

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

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

#### **Category 4. Less-Inclusive Reportable Interests in Real Property**

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

#### **Category 5. All-Inclusive Reportable Income**

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

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

A source, business entity or trust is "City-related" if, and only if, he, she or it (i) resides in the jurisdiction, (ii) has an interest in real property within the jurisdiction, (iii) does business in the City, or (iv) did business or plans to do business in the City at any time during the period commencing two years prior to and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision.

"Income" does not include:

- (a) Campaign contributions required to be reported under Chapter 4 of the Act;
- (b) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization;
- (c) Gifts of informational material, such as books, pamphlets, reports, calendars or periodicals;
- (d) Gifts which are not used and which, within thirty days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

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

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

(g) Any devise or inheritance;

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

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

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

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

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

#### **Category 6. Less-Inclusive Types of Reportable Income**

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

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

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

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

**Category 7. All-Inclusive Types of Business Positions**

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

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

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

**Category 8. Less-Inclusive Types of Business Positions**

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

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

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

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

# **Conflict of Interest Disclosure Categories**

**Marked version  
With changes redlined**



## ATTACHMENT A

<b>Position</b>	<b>Disclosure Categories</b>
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**City Staff under City Manager:**

Accountant	1, 4, 5, 7
Accounting Technician	1, 4, 5, 7
Administrative Analyst for Human Resources/City Manager's Office	1, 3, 5, 7
Animal Control Manager	1, 3, 5, 7
Assistant City Manager	1, 3, 5, 7
Assistant to the City Manager	1, 3, 5, 7
Assistant Engineer	1, 3, 5, 7
Assistant Planner	1, 3, 5, 7
Associate Engineer	2, 4, 6, 8
Associate Planner	1, 3, 5, 7
Building and Fire Safety Inspector	1, 4, 5, 7
Building Official/ <del>Fire Marshal</del>	1, 3, 5, 7
Buyer	1, 4, 5, 7
City Clerk	1, 4, 5, 7
City Engineer/Deputy Director of Public Works	1, 3, 5, 7
City Traffic Engineer	2, 4, 6, 8
Code Compliance Officer	2, 4, 6, 8
Communications Center Manager	2, 4, 6, 8
Crime Lab Manager	1, 3, 5, 7
Deputy City Clerk	1, 4, 5, 7
Deputy Director of Community Development	1, 3, 5, 7
Deputy Director of Public Works	1, 4, 5, 7
Deputy Fire Chief	2, 4, 6, 8
Deputy Fire Marshal	1, 4, 5, 7
Director of Community Development	1, 3, 5, 7
Director of Finance	1, 3, 5, 7
Director of Finance/City Treasurer	1, 3, 5, 7
Director of Human Resources	1, 3, 5, 7
Director of Information <del>Technology</del> <u>Technologies</u>	1, 3, 5, 7
Director of Public Works	1, 3, 5, 7
Director of <u>Parks &amp;</u> Recreation	1, 4, 6
Engineering Technician	1, 3, 5, 7
Facilities Manager	2, 4, 6, 8
Financial Operations Manager	1, 4, 5, 7
Fire Battalion Chief	2, 4, 6, 8
Fire Chief	1, 3, 5, 7
Fire Division Chief	2, 4, 6, 8
Fire Inspector <u>I</u>	1, 4, 5, 7
<u>Fire Inspector II</u>	<u>1, 4, 5, 7</u>
<u>Fire Marshal</u>	<u>1, 3, 5, 7</u>
Fleet Manager	2, 4, 6
GIS Analyst	1, 3, 5, 7
Housing Manager	1, 3, 5, 7
Housing Specialist	1, 3, 5, 7
Human Resources Analyst	2, 4, 6, 8

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

## ATTACHMENT B

### DISCLOSURE CATEGORIES

#### **Category 1. All-Inclusive Reportable Investments**

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

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

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

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

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

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

## **Category 2. Less-Inclusive Reportable Investments**

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

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

## **Category 3. All-Inclusive Reportable Interests in Real Property**

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

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

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

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

#### **Category 4. Less-Inclusive Reportable Interests in Real Property**

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

#### **Category 5. All-Inclusive Reportable Income**

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

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

A source, business entity or trust is "City-related" if, and only if, he, she or it (i) resides in the jurisdiction, (ii) has an interest in real property within the jurisdiction, (iii) does business in the City, or (iv) did business or plans to do business in the City at any time during the period commencing two years prior to and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision.

"Income" does not include:

- (a) Campaign contributions required to be reported under Chapter 4 of the Act;
- (b) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization;
- (c) Gifts of informational material, such as books, pamphlets, reports, calendars or periodicals;
- (d) Gifts which are not used and which, within thirty days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;
- (e) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin or the spouse of any such person, provided that a gift from any such person shall be

considered income if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

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

(g) Any devise or inheritance;

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

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

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

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

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

#### **Category 6. Less-Inclusive Types of Reportable Income**

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

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

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

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

### **Category 7. All-Inclusive Types of Business Positions**

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

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

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

### **Category 8. Less-Inclusive Types of Business Positions**

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

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

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

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



## City Council Agenda Report

Agenda Item 11.

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Yazmin Arellano, Director of Public of Works  
**SUBJECT:** Update on Potential Annual Sewer Charge Postponement Program

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### RECOMMENDATION:

That the City Council receives the report and staff recommendation and provides direction to staff on whether to proceed with drafting guidelines for a City-run program for the postponement of annual sewer charges for qualified property owners.

### BACKGROUND:

At the suggestion of Jordan Marks, County of San Diego Taxpayer Advocate, City Council directed staff to research the State Controller's Property Tax Postponement program (PTP) and to decide whether the City of El Cajon should implement and manage a similar program. This potential program would mimic the State Controller's PTP allowing homeowners meeting specific criteria to postpone annual sewer charges.

The City Council had specific questions regarding a City run program mimicking the State Controller's PTP, as outlined and answered, in short, below:

- 1. How would this program be actively promoted?** The City could advertise the State PTP (the ability to do so has been confirmed with the State Controller's Office) and a similar El Cajon program with the annual Single-Family Residential sewer notices, on the City website, and also by providing printed copies of State PTP handouts in the City Hall lobby.
- 2. Who would qualify applicants (for the potential El Cajon program)?** Public Works staff would review applications, then recommend City Council approve the qualifying list and associated liens.
- 3. Who would monitor any awardees for annual compliance with income and equity requirements (for the potential El Cajon program)?** Public Works staff would continue to require re-application each year. The City Council is the final action to certify the approval or denial of applicants and any associated liens.
- 4. Does the state program cover all items on a property tax bill, making this already covered?** Yes. The State PTP program makes full payment of the property tax invoice to the County on behalf of an approved applicant, which would include any El Cajon sewer charges. This makes the State PTP the best program for eligible homeowners to apply for and makes a City program only necessary if State funding is short in a given year.



5. **Would the City file a lien against the property?** Yes, any postponement of sewer charges would be secured with a property lien. A lien is the most effective way to ensure potential repayment. It would mainly only interfere with property transactions (reverse mortgage, property sale/transfer) that could threaten the ability to collect on the deferred charges.
6. **If filed by the City, is the City's lien subordinate to any other lien on the collateral?** Potentially, an eligible party should have sufficient equity confirmed each year to minimize the potential for this issue.
7. **What about limited equity in mobile homes or manufactured homes?** The majority of (if not all) owners of mobile/manufactured homes on leasehold land in El Cajon are not individually directly billed for sewer charges; the Home Owner Association (HOA) associated with the property is billed annually by El Cajon. A lien would be recorded against real property, not a situation where a mobile/manufactured home is subject to a land lease. Property is the most fiscally secure collateral. The State does have allowances for homeowners with a leasehold interest, but it is a complicated issue that the State is better equipped to track and enforce.
8. **Would the interest rate be the same 5% as the state program?** The interest rate could be a simple 5% or fluctuate annually based on standard industry factors (CPI, for example). Potential administrative fees for a City program could be \$250-\$300/account/year, which would present a challenge. Estimated fees include the cost of lien recording and other program administration processes, including reviewing and approving application documentation.

### **More on the State Controller's Property Tax Postponement (PTP) Program**

The current PTP program began to make postponements in fiscal year 2017 and is administered by the State Controller's Office (SCO). The State website for PTP information, including the eligibility requirements and program application, is [www.sco.ca.gov/ardtax\\_prop\\_tax\\_postponement.html](http://www.sco.ca.gov/ardtax_prop_tax_postponement.html). The PTP is essentially a deferred loan program in which the State makes full payment of an eligible property owner's tax bill, places a corresponding lien on the property (or security agreement in special cases), and creates an account that accrues simple annual interest until the full balance is paid off. Full payment of the property tax bill means that the State's PTP program also covers the City of El Cajon's annual sewer charges.

In the current fiscal year, the SCO reported \$10 million available to eligible property owners under the PTP. The PTP is currently self-funded with the repayments of existing PTP loans. Of the approximately 1,300 - 1,550 annual applicants, the SCO has approved over 1,100 in each of the last two years, with no funding shortages since the PTP's inception. To be eligible for the PTP, a property owner must, at least:

- Be at least 62, blind, or have a disability;
- Own and occupy the home as their primary residence;
- Have a total household income of \$45,810 or less;
- Have at least 40% equity in the property; and
- Have no reverse mortgage on the property.

Property owners must apply from October 1 through February 10 each year. The SCO noted that applications are reviewed in the order they are received and, depending on the number of applications received, approval or denial notifications are sent within 6-8 weeks.

The SCO allows full or partial payments at any time, but the total postponed balance, including interest, is due when a homeowner does any of the following:

- Moves from the property;
- Sells or conveys title to the property;
- Dies and does not have a spouse, registered domestic partner, or another qualified individual who continues to reside on the property;
- Allows future property taxes or other senior liens to become delinquent; or
- Refinances or obtains a reverse mortgage for the property.

### **Limitations to Potential City Program**

#### **1. Funding**

Staff estimates administrative costs to be about \$250-\$300 for each application. These costs include a lien recording fee and staff time to review the application and pertinent documentation that would be required each year. Staff believes it would be cost-prohibitive to recuperate these costs as fees against the deferred annual sewer charges, which average to only about \$500-\$800. These costs also could not be subsidized by the Wastewater Fund due to Proposition 218 limitations restricting the use of wastewater funds for any program that is only applicable to a subset of ratepayers. A program could potentially be financed and partially or fully subsidized through the General Fund.

#### **2. Timing**

Homeowners can apply for the State PTP from October 1 through February 10 each year. This application period falls after the City reports annual sewer charges to the County to be included on the tax bill. If the City created a program that matched the State PTP, a homeowner eligible for the postponement of City annual sewer charges would also be eligible for the State PTP. To create a more streamlined procedure for a City program, applications could be restricted to acceptance based on receipt of the homeowner's letter from the State showing eligibility, but denial of tax postponement due to the State being short on funding in a specific fiscal year.

### **Recommendation**

Staff recommends promoting and directing homeowners to apply for the State Controller's Property Tax Postponement Program and not have the City implement a similar program as the State Controller's PTP Program has never run into a funding shortage since its creation.

#### **FISCAL IMPACT:**

None at this time.

Prepared By: Blake Behringer, Associate Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dave Richards, Assistant to the City Manager  
**SUBJECT:** Update on The Magnolia's Financial Performance

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**RECOMMENDATION:**

That the City Council receives an update on The Magnolia's financial performance.

**BACKGROUND:**

The purpose of this agenda item is to provide a brief update on The Magnolia's financial performance since its opening in September 2019. As a reminder, The Magnolia (previously named the East County Performing Arts Center or ECPAC) closed its doors in 2009 due to the Great Recession and the cost to operate the facility. Prior to its closure, ECPAC had operated under several management models. Just prior to its closing, ECPAC cost the City approximately \$600,000 annually to operate.

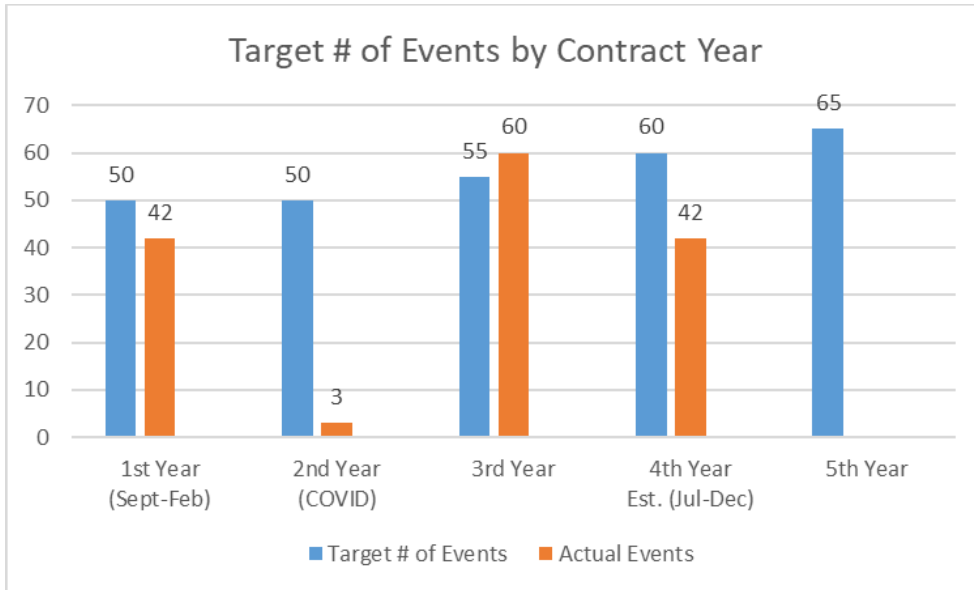
In 2005, the City entered a management agreement with Art Beat Management, a subsidiary of the Christian Youth Theater, to operate ECPAC. The agreement included a target to provide ten headline acts per year but the agreement was amended shortly after to exclude the target. Art Beat cited the cost of attracting headline acts and inability to compete with local casino concert ticket prices as the reasons for removing the target from the agreement.

In 2017, the City began negotiating a management agreement with Live Nation to operate the venue. In February 2019, the management agreement was signed, and with Live Nation's collaboration and guidance, significant renovations to the building commenced. Under the agreement, it was anticipated that the venue would operate with a negative cash flow for the first five-years.

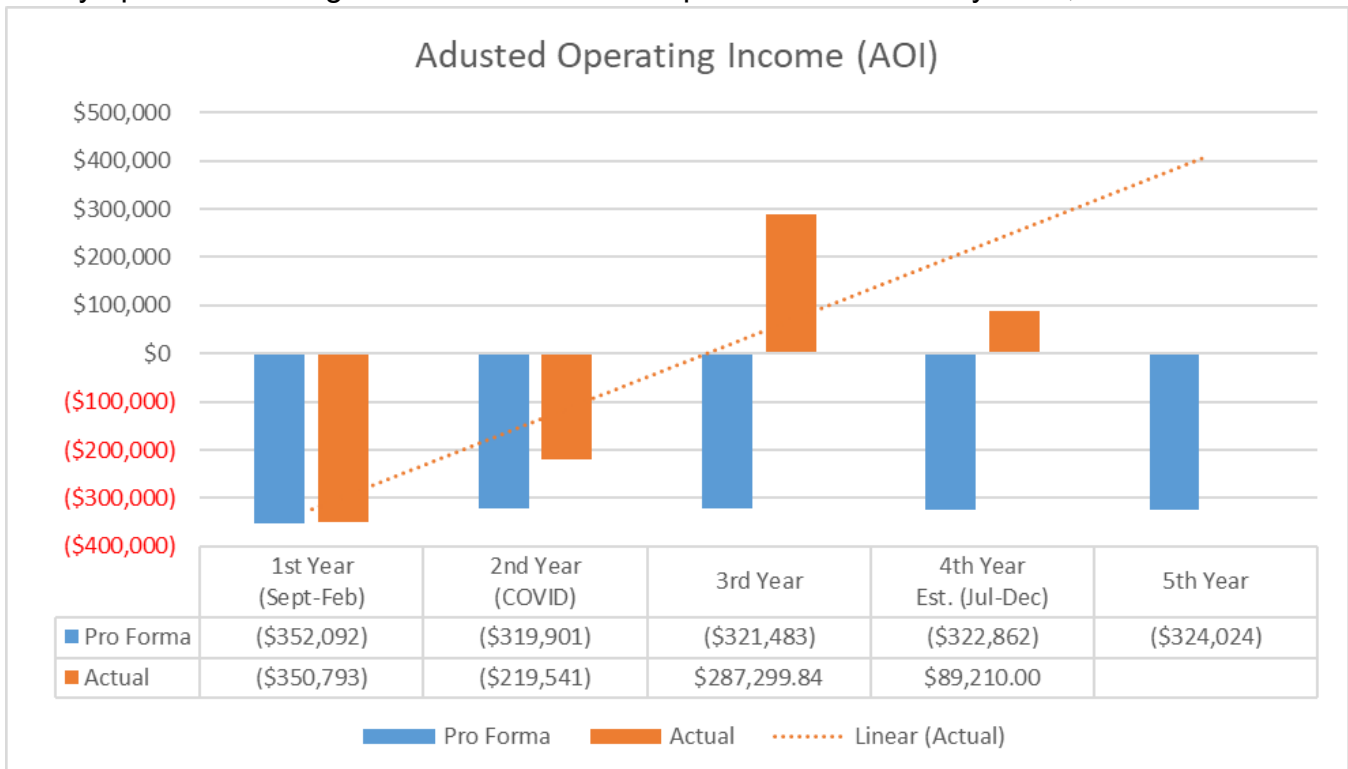
Rebranded The Magnolia, the facility hosted its first event after a decade of being closed in September 2019. During the first six months, the Magnolia hosted 42 events. In March 2020, state and county Covid-19 regulations abruptly forced Live Nation to cancel all of The Magnolia's shows and close its doors to the public. In September 2021, after nineteen consecutive months of sitting dark, The Magnolia reopened under the State's safe reopening guidelines.

The Management agreement with Live Nation includes goals for the number of events hosted and Adjusted Operating Income (Show revenue – show costs and fixed expenses = AOI) at The Magnolia. Despite the impact of the COVID-19 pandemic, Live Nation exceeded both of these targets in Fiscal Year 2021-22 (FY 21-22).

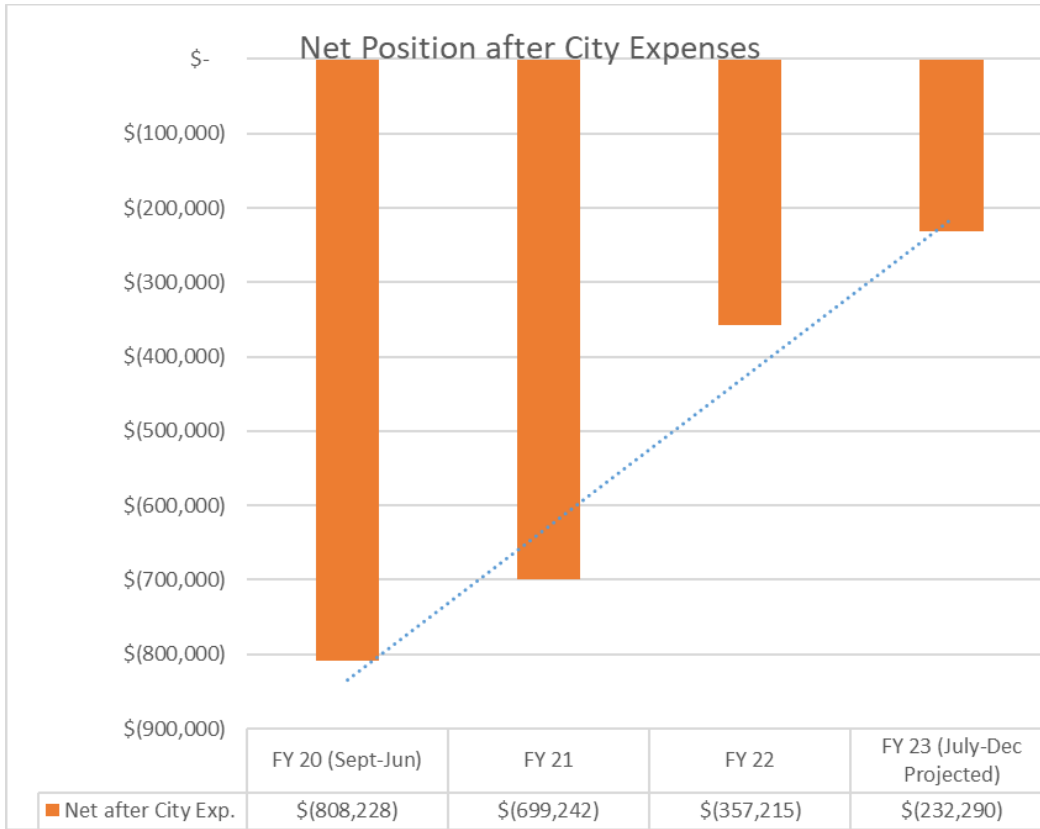
This graph shows the actual and target number of events by contract year at the Magnolia. The 4th year includes an estimate for the first half of the Fiscal Year. This number is almost certain to exceed the 4th year contract target.



When the management contract with Live Nation was negotiated, the venue was expected to operate with a negative AOI for the first five years. Since its second reopening in September 2021, The Magnolia has outperformed the contract pro forma by nearly \$600,000. In fact, the facility operated in the green in FY 21-22 with a positive AOI of nearly \$300,000.



As part of the City’s Management Agreement with Live Nation, the City pays a Management Fee of \$375,000 annually. In addition, the City pays about \$250,000 annually in utility and facility maintenance expenses. When added to The Magnolia’s AOI, the City’s net expense for The Magnolia in FY 21-22 was roughly \$350,000. This net operating expense is significantly lower than initial projections and far exceeds the number of public shows and attendees under prior operating models. The following chart shows the City’s net position after City expenses.



In summary, The Magnolia has exceeded all prior financial and performance expectations. In FY 21-22, The Magnolia attracted 32,175 guests to the heart of El Cajon, not including rentals of the venue, pumping economic vitality into the downtown area. Since its opening, staff estimates that the Magnolia has hosted 68,522 visitors. Based on a heat map of attendees, the venue is truly a regional hub of entertainment.

**FISCAL IMPACT:**

There are no fiscal impacts associated with this report.

Prepared By: David Richards, Assistant to the City Manager

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager



City Council  
Agenda Report

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** Update on County of San Diego's Motel Voucher Program and City of El Cajon's Response

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**RECOMMENDATION:**

That the City Council receives the report and appoints two members of the City Council to serve on a subcommittee to assist in drafting regulatory policy for motels operating with homeless vouchers.

**BACKGROUND:**

On September 12, 2022, staff informed the City Council of its discovery that seven motels in El Cajon were operating as de facto homeless shelters with between 22% and 100% of their occupants using homeless motel vouchers. Of grave concern was the prevalence of vouchers from one San Diego County contractor--Equus. A survey conducted on September 11, 2022 found that the County had placed 158 individuals into El Cajon motels with vouchers over that particular weekend. Staff also noticed that this heavy concentration of individuals, without the proper operation of a homeless shelter, created challenges such as crime, open drug usage, and illegal encampments.

This agenda item provides an update of research conducted regarding the impacts of the County's motel voucher program on El Cajon and what actions staff has taken to mitigate challenges caused by the program. During the presentation, staff will provide crime and EMS calls for service data, point-in-time count data, and a review of efforts taken by the City to protect residents of El Cajon.

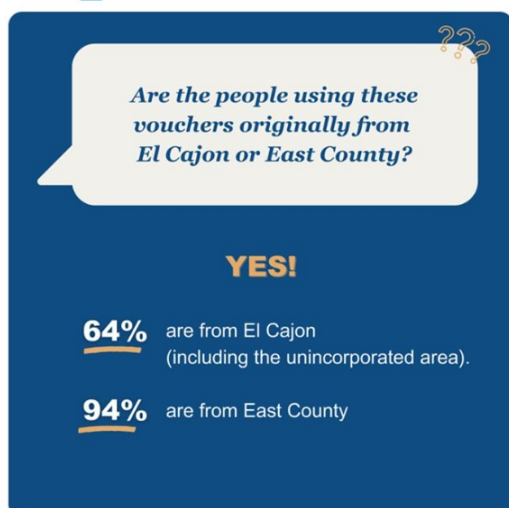
Since discovering the heavy use of El Cajon motels for the County's vouchers, staff has initiated the four actions below.

**Motels in Violation** - on September 16, 2022, staff sent seven motel operators notices of violation. The "warning notice" informed motels that they were in violation of El Cajon Municipal Code 17.145.150 "Commercial Land Use" and that they needed to reduce the number of vouchers to 15% of their total motel rooms. This notice resulted in meetings between each motel operator and City staff. Motel operators suggested that County staff also attend; however, County staff declined the invitation to participate. Staff held back on issuing any fines until solutions could be developed. Outcomes of the motel meetings will be shared during the agenda item presentation.

**Information from the County** - on September 14, 2022, staff met with County staff to better understand the voucher program and the rationale for the heavy use of El Cajon motels--El Cajon makes up 8 of the 18 participating motels (this equates to 44% of the program). County staff asked that the City provide questions in writing. The questions sent to the County on September 14, 2022 at 9:20 PM were:

1. May I see the data sources (redacted of personal information) for a six-month period of those that were served by Equus and placed in El Cajon motels? Specifically, I am interested in when they arrived, how long they have stayed, where they most recently experienced homelessness and for how long, and where they last had permanent housing.
2. What are the variety of funding sources being used by the County to fund the motel voucher program administered through Equus? I know that you fund other programs, but I am primarily interested in this contract since Equus makes up the majority of County vouchers being used in El Cajon.
3. Assuming the figures are accurate in the press release released by Nathan Fletcher and Joel Anderson (by the way, which I find odd and highly political), there are 85 individuals using motel vouchers in El Cajon that are from outside the City. Based on the last point-in-time count, El Cajon has the highest homeless population per capita AND the most shelter spaces in the County. Also, El Cajon has some of the highest pockets of poverty and highest concentrations of immigrants in the County. Given these socio-economic disadvantages in El Cajon, please explain the rationale or the equity of placing more homeless in a city already with high concentrations of homeless? One could surmise why, but I would greatly appreciate an explanation from the County.
4. I am looking more into the details, but the El Cajon Police Department recently arrested a voucher participant who was dealing drugs. The individual was booked, but because of Sheriff's Department policy, the individual was not held in custody. Our officers encountered him several days later at a different El Cajon motel using motel vouchers. Equus would not know that he had been arrested. However, if the City knew of someone like this, would the voucher for this individual be revoked or would he be allowed to continue in the program?

The following day, City staff emailed the following question because of inquiries made to the City: City Hall has been barraged with folks calling us about a tweet from Supervisor Anderson that says, 64% of those receiving vouchers "are from El Cajon (including the unincorporated area)" (see image of the tweet below). I assume the Supervisor was provided this figure by County staff. I would like to know of the 64%, how many of these are from unincorporated areas?



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**Law Enforcement Detail** - after gathering intelligence and developing a strategy, the El Cajon Police Department initiated a saturation detail that focused on criminal activity around the areas experiencing spikes in crime. Between September 20th and September 23rd, the Police Department made many arrests related to the County's motel voucher program. During the presentation, staff will provide details of those arrests.

**Planning Commission** - on September 20, 2022, the El Cajon Planning Commission unanimously adopted a resolution of intent initiating an amendment to the Zoning Code to redefine lodging establishments, allowed uses, and certain performance standards (Planning Commission Resolution attached). Staff recognizes that there are various policy strategies the City Council could consider. Staff recommends that the City Council appoint two members of the City Council to work with staff and explore the various options and then present a recommendation to the full City Council for consideration.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: N/A

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#### Attachments

Planning Commission Reso of Intent



RESOLUTION OF INTENTION NO. 11075

A RESOLUTION OF INTENTION TO INITIATE AN AMENDMENT OF THE EL CAJON MUNICIPAL ZONING CODE TO CONSIDER REDEFINING LODGING ESTABLISHMENTS, ALLOWED USES, AND CERTAIN PERFORMANCE STANDARDS.

WHEREAS, the Planning Commission has determined that recent use of lodging establishments in the city has created increased public nuisance activity, including illegal drug use and disturbance of the peace; and

WHEREAS, there is evidence that this nuisance activity has resulted in increased public safety calls for service thereby stressing police and fire department resources; and

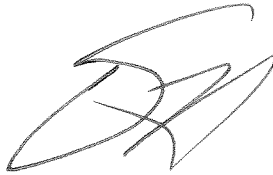
WHEREAS, at its meeting of September 20, 2022, the Planning Commission directed staff to initiate an amendment to the El Cajon Zoning Code and return to the Planning Commission as quickly as possible.

NOW, THEREFORE, BE IT RESOLVED that the El Cajon City Planning Commission hereby sets to public hearing the consideration of an amendment of the Zoning Code to redefine lodging establishments, allowed uses, and certain performance standards.

Said hearing will be held on Tuesday, October 4, 2022 at 7:00 p.m. in the Council Chambers at 200 Civic Center Way, El Cajon, California.

PASSED AND ADOPTED by the El Cajon Planning Commission at a regular meeting held September 20, 2022, by the following vote:

AYES:	CIRCO, MROZ, POLLACK-RUDE, SOTTILE, VALLES
NOES:	NONE
ABSENT:	NONE



\_\_\_\_\_  
Darrin MROZ, Chair

ATTEST:



\_\_\_\_\_  
Noah ALVEY, Secretary



City Council  
Agenda Report

**DATE:** September 27, 2022  
**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 14, 2022 – City of El Cajon Press Conference
- September 14, 2022 – Interview with NBC
- September 14, 2022 – Interview with CBS
- September 14, 2022 – Interview with KOGO Radio
- September 14, 2022 – Mark Larson Show
- September 15, 2022 – Meeting with Kristin Gaspar
- September 15, 2022 – Special City Council Meeting
- September 15, 2022 – Interview with Carl DeMaio
- September 15, 2022 – Interview with KUSI
- September 15, 2022 – Sunshine Haven Gala MC
- September 16, 2022 – Home of Guiding Hands Golf Tournament
- September 17, 2022 – Meet and Greet New CEO ECTLC
- September 17, 2022 – Conference at Foothills Church
- September 17, 2022 – Neighborhood Health Care Gala
- September 18, 2022 – Chaldean Festival
- September 20, 2022 – Interview with KUSI
- September 20, 2022 – El Cajon Republican Women's Meeting
- September 20, 2022 – Interview with Fox 5
- September 20, 2022 – Interview with CBS 8
- September 21, 2022 – Interview with News Max TV
- September 21, 2022 – Interview with Escondido Times Advocate

September 21, 2022 – Interview with Carl DeMaio  
September 23, 2022 – SANDAG Board of Directors Meeting  
September 27, 2022 – Lunch meeting with Home of Guiding Hands  
September 27, 2022 – 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:** September 27, 2022

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Goble

**SUBJECT: COUNCILMEMBER STEVE GOBLE**

MTS (Metropolitan Transit System Board); East County Advanced Water Purification Joint Powers Authority Board; Chamber of Commerce – Government Affairs Committee; SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – 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 14, 2022 – Amikas Build  
September 15, 2022 – Amikas Build  
September 15, 2022 – Attend MTS Board Meeting  
September 16, 2022 – Attend SANDAG Public Safety Committee Mtg  
September 16, 2022 – Amikas Build & Ribbon Cutting  
September 17, 2022 – Attend ECTLC CEO Meet and Greet event  
September 17, 2022 – Phone Call w/City Mgr re: homelessness  
September 19, 2022 – Amikas Build  
September 20, 2022 – Attend AWP Staff Meeting  
September 20, 2022 – Amikas Build  
September 20, 2022 – Email to MTS CEO re: Arnele MTS Lot activity  
September 21, 2022 – Amikas Build  
September 21, 2022 – Email to Rob B re: homeless article  
September 22, 2022 – Speak at Leadership Institute Forum Event  
September 24, 2022 – Amikas Build  
September 26, 2022 – Meeting with City Manager  
September 27, 2022 – Attend AWP Staff Meeting

September 27, 2022 – Attend Sharp Grossmont Community Forum  
September 27, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember

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City Council  
Agenda Report

Agenda Item 16.

**DATE:** September 27, 2022  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kendrick  
**SUBJECT: COUNCILMEMBER GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications;  
Heartland Fire Training JPA.

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

September 15, 2022 – Special City Council Meeting  
September 22, 2022 – Metro Wastewater JPA  
September 27, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember

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City Council  
Agenda Report

**DATE:** September 27, 2022

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Deputy Mayor Metschel

**SUBJECT: DEPUTY MAYOR MICHELLE METSCHEL**

Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate; METRO Commission/Wastewater 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 14, 2022 – City of El Cajon Press Conference
- September 15, 2022 – Special City Council Meeting
- September 16, 2022 – Meridian Baptist Church Tiny Village Ribbon Cutting
- September 17, 2022 – Meet and Greet New CEO ECTLC
- September 20, 2022 – El Cajon Republican Women's Meeting
- September 21, 2022 – GUHSD Transportation Services Center Ribbon Cutting/Dedication
- September 23, 2022 – Hispanic Chamber of Commerce Illuminada Gala
- September 24, 2022 – Public Works Open House
- September 27, 2022 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Deputy Mayor

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City Council  
Agenda Report

Agenda Item 18.

**DATE:** September 27, 2022

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Ortiz

**SUBJECT: COUNCILMEMBER PHIL ORTIZ**

League of California Cities, San Diego Division; East County Economic Development Council; MTS (Metropolitan Transit System Board) – Alternate; East County Advanced Water Purification Joint Powers Authority Board – Alternate; Chamber of Commerce – Government Affairs Committee – 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 14, 2022 – Santee City Council Meeting  
September 15, 2022 – Special City Council Meeting  
September 17, 2022 – Meet and Greet New CEO ECTLC  
September 20, 2022 – ECEDC Gillespie Field Committee  
September 21, 2022 – ECEDC Board Meeting

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember

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City Council  
Agenda Report

Agenda Item 19.

**DATE:** September 27, 2022

**TO:** City Clerk

**FROM:** City Attorney/General Legal Counsel

**SUBJECT:** Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9: One (1) potential case - Facts and circumstances: In response to warnings issued to seven (7) motels that they are violating the City's zoning code by exceeding the maximum amount of accessory use by establishing emergency shelters in their facilities through the use of County of San Diego motel vouchers, the State of California Department of Justice, Office of Attorney General, has notified the City that such actions violate the State's Fair Employment and Housing Act

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**RECOMMENDATION:**

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, September 27, 2022, at 3:00 p.m.

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9:**

**NAME OF CASE:**

One (1) potential case:

Facts and circumstances: In response to warnings issued to seven (7) motels that they are violating the City's zoning code by exceeding the maximum amount of accessory use by establishing emergency shelters in their facilities through the use of County of San Diego motel vouchers, the State of California Department of Justice, Office of Attorney General, has notified the City that such actions violate the State's Fair Employment and Housing Act

**MORGAN L. FOLEY**

City Attorney / General Legal Counsel

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