



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

JUNE 27, 2023, 3:00 p.m.

Bill Wells, Mayor

Steve Goble, Deputy Mayor

Gary Kendrick, Councilmember

Michelle Metschel, 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 THE FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the June 13, 2023, Meeting and the Agenda of the June 27, 2023, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Commendation: A.M. Ortega Construction, Inc.**

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 June 13, 2023, 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. Amendment to the Heartland Communications Facility Authority's Joint Exercise of Powers Agreement

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving an Amended and Restated Joint Exercise of Powers Agreement for the Heartland Communications Facility Authority.

5. Neighborhood Reinvestment Program Grant Award from the County of San Diego

RECOMMENDATION:

That the City Council takes the following actions:

1. Authorize the City Manager, or designee, to accept the Neighborhood Reinvestment Program (NRP) Grant award in the amount of \$40,671 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriate \$40,671 of the NRP Grant to purchase a law enforcement Mobile Camera Trailer in order to enhance the ability of the El Cajon Police Department to monitor special events through improved safety and cost-effectiveness and to increase public confidence by monitoring and recording activities in high-risk and remote areas.

6. Award of RFP No. 005-24 – Plan Review & Inspection Services

RECOMMENDATION:

That the City Council:

1. Determines the project is exempt under section 15378(b)(5) of the Guidelines for the California Environmental Quality Act (CEQA); and
2. Adopts the next Resolution, in order, to enter into an agreement with Interwest Consulting Group, Inc. (ICGI), in an amount not to exceed \$285,000 for the initial one-year term, with up to four additional one-year renewal options.

7. Street Sweeping Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt pursuant to section 15301(c) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to authorize the City Manager, in accordance with El Cajon Municipal Code section 3.20.010 (C) (6), to execute an agreement with SCA of CA, LLC for the procurement of street sweeping services in the not-to-exceed amount of \$516,731.70 for the initial one-year term with two optional one-year renewals.

8. Continuation of Wells Park Restroom Emergency Declaration

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Wells Park restroom conditions.

9. Vehicle Outfitting Services

RECOMMENDATION:

That the City Council:

1. Determines that the procurement of vehicles and maintenance service is exempt as a non-project in accordance with CEQA section 15378(b)(5); and
2. Adopts the next Resolution, in order, to award a contract to AEP California, LLC (AEP) for Vehicle Outfitting Services in the estimated amount of \$520,800 for the initial one-year term, with four additional one-year renewal options.

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:

10. Plarkway Plaza Discussion

RECOMMENDATION:

That the City Council receives the report regarding Parkway Plaza and provides feedback and direction.

11. Summary of Town Hall Meetings Focusing on Homelessness

RECOMMENDATION:

That the City Council receives and discusses the findings of the Homeless Town Hall Meetings.

12. An Analysis of the "Camping and Storage of Personal Property in Public Areas" Ordinance from the City of Poway and the "Unsafe Camping Ordinance" from the City of San Diego

RECOMMENDATION:

That the City Council receives the staff report and provides appropriate direction to staff.

13. Review Third Party Contractors Providing City Beautification Services

RECOMMENDATION:

That the City Council receives the report and provides feedback and/or direction to staff.

14. Compensation for Executive and Unrepresented Employees (A-29), City Manager, and City Attorney

RECOMMENDATION:

That the Mayor provides an oral report summarizing recommended changes in compensation for the City's "local agency executives" and, following the report, that the City Council:

1. Approves the changes to City Council Policy A-29 described below and reflected in the attachment; and
2. Adopts the next Resolutions, in order, to approve the amendments to the employment contracts with the city manager and city attorney, and authorizing the Mayor to execute the amendments, substantially in the forms as presented.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

SANDAG (San Diego Association of Governments) Board of Directors.

15. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

16. **DEPUTY MAYOR 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.
17. **COUNCILMEMBER GARY KENDRICK**
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
18. **COUNCILMEMBER MICHELLE METSCHEL**
Harry Griffen Park Joint Steering Committee; METRO Commission/Wastewater JPA – Alternate; Heartland Communications – Alternate; Heartland Fire Training JPA – Alternate.
19. **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

20. Introduction of an Ordinance to Review and Approve the Amendments to Ordinance 5119; Renewing and Approving Policy 706 Military Equipment Use, 2023 Edition

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

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 June 2023, is adjourned to Tuesday, July 11, 2023, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: June 27, 2023

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the June 13, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

06-13-23DRAFTminutes - 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

June 13, 2023

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, June 13, 2023, 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: Kendrick, Metschel, and Ortiz
Council/Agencymembers absent: None
Deputy Mayor/Vice Chair present: Goble
Mayor/Chair present: Wells
Other Officers present: Mitchell, City Manager/Executive Director
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Cortez, City Clerk/Secretary

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

POSTINGS: The City Clerk posted Orders of Adjournment of the May 23, 2023, meeting and the Agenda of the June 13, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- East County Advanced Water Purification
- World of Work Mentorship Program

AGENDA CHANGES:

City Manager Mitchell informed the City Council that revised attachments were provided for Item 8, Tentative Agreement and Adoption of Memorandum of Understand for the El Cajon Municipal Employees' Association; and for Item 9, Tentative Agreement and Adoption of Memorandum of Understanding for the El Cajon Mid-Management and Professional Employees Group.

CONSENT ITEMS: (1 – 14)

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

Approve Minutes of the May 23, 2023, Meeting 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. Continuation of Wells Park Restroom Emergency Declaration

Adopt Resolution No. 046-23 proclaiming the Continuation of Emergency for Wells Park restroom conditions.

CONSENT ITEMS: (Continued)

5. Acceptance and Termination of the Emergency Declaration for Storm Drain System Repairs

Adopt Resolution No. 047-23 to accept the termination of the Emergency Declaration for the Emergency Storm Drain System Repairs Project; directs the City Clerk to record a Notice of Completion; and approves the final project cost.

6. Award of Bid No. 002-24 – Public Safety Center Computer Room Air Conditioning Units Replacement

1. Determine that the project is exempt under section 15301(c) of the Guidelines for the California Environmental Quality Act (CEQA); then
2. Adopt Resolution No. 048-23 to approve the Plans and Specifications for Public Safety Center (PSC) Computer Room Air Conditioning Units Replacement, Bid No. 002-24;
3. Find the first low bidder non-responsive for the reason set forth in the agenda report; and
4. Adopt Resolution No. 049-23 to award the bid to the lowest responsive, responsible bidder, Southwest Mechanical Service, Inc., in the amount of \$454,578.

7. Adoption of the Road Maintenance and Rehabilitation Account (RMRA) List of Proposed Projects for FY 2023-24

1. Approve a Notice of Exemption (NOE) under section 15301(c) of the Guidelines for the California Environmental Quality Act (CEQA) for street maintenance, the installation of bicycle lanes and pedestrian safety improvements, and directs the filing of the NOE; then
2. Adopt Resolution No. 050-23 to adopt the proposed List of Projects to be funded from the Road Maintenance and Rehabilitation Account (RMRA) Local Streets and Roads Funding Program for Fiscal Year 2023-24; and
3. Directs City staff to submit to the California Transportation Commission (CTC) a list of proposed projects to receive RMRA funding for Fiscal Year 2023-24.

8. Tentative Agreement and Adoption of Memorandum of Understanding for the El Cajon Municipal Employees' Association

Approve the tentative agreement reached with the El Cajon Municipal Employees' Association (ECMEA), and adopt Resolution No. 051-23 approving the Memorandum of Understanding (MOU) with the ECMEA substantially in the form as presented at this meeting, and authorizing the City Manager to execute a final MOU with such changes as approved by the City Manager provided that no change shall be made contrary to the terms of the tentative agreement.

CONSENT ITEMS: (Continued)

9. Tentative Agreement and Adoption of Memorandum of Understanding for the El Cajon Mid-Management and Professional Employees Group

Approve the tentative agreement reached with the El Cajon Mid-Management and Professional Employees Group (MMPEG), and adopt Resolution No. 052-23, approving the Memorandum of Understanding with MMPEG (MOU) substantially in the form as presented at this meeting, and authorizing the City Manager to execute a final MOU provided that no change shall be made contrary to the terms of the tentative agreement.

10. Tentative Agreement and Adoption of Memorandum of Understanding for the El Cajon Professional Firefighters Local 4603

Approve the tentative agreement reached with the El Cajon Professional Firefighters Local 4603 (ECPFF), and adopt Resolution No. 053-23, approving the Memorandum of Understanding with the ECPFF (MOU) substantially in the form as presented at this meeting, and authorizing the City Manager to execute a final MOU with such changes as approved by the City Manager provided that no change shall be made contrary to the terms of the tentative agreement.

11. Travel Expenses for the Smart Cities Connect Conference - Goble

Review and approve the claim for advance/reimbursement of travel expense form for Deputy Mayor Steve Goble, submitted in accordance with City Council Policy G-1.

12. American Rescue Plan Act (ARPA) Administrative Costs

Approve the allocation and appropriation change from the ARPA Small Business Grant Program to ARPA Admin for \$12,000.

PULLED FOR DISCUSSION:

13. FY 2022 Urban Area Security Initiative (UASI) Grant Funding

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept and appropriate the FY 2022 UASI Grant funds in the amount of \$55,300 and to execute any grant documents and agreements necessary for the receipt and use of these funds.

CONSENT ITEMS: (Item 13 - Continued)

DISCUSSION

In answer to a question by Mayor Wells, City Manager explained that grant funds will be used for a Police Department Arjis Live 911 training and Fire Department's confined space technical support.

Adopt Resolution No. 054-23 authorizing the City Manager or designee to accept and appropriate the FY 2022 UASI Grant funds in the amount of \$55,300 and to execute any grant documents and agreements necessary for the receipt and use of these funds.

14. Heartland Training Lease Amendment and License Agreement

Approve:

1. An Amendment to the Heartland Training Facility Lease Agreement; and
2. A Use and Occupancy License with Heartland Training for a portion of the former Animal Shelter property.

MOTION BY WELLS, SECOND BY METSCHEL, to APPROVE Consent Items 1 to 14.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT: None

WRITTEN COMMUNICATIONS: None

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PUBLIC HEARINGS:

15. Fiscal Year 2023-24 Annual City, Housing Authority, and Successor Agency Budgets

RECOMMENDATION:

That the City Council, Housing Authority, and the City of El Cajon as Successor Agency to the former Redevelopment Agency hold a joint public hearing to consider the Fiscal Year 2023-24 Proposed Budgets. After closing the public hearing, staff recommends the following:

1. Acting as the City Council, individually adopt the following:
 - a) Resolution of the City of El Cajon Adopting the Fiscal Year 2023-24 Annual Budget.
 - b) Resolution Approving and Adopting the Annual Appropriations Limit for Fiscal Year 2023-24.
 - c) Resolution Approving Designation of General Fund Balances.
2. Acting as the Housing Authority Board of Directors, adopt Resolution titled: Resolution of the El Cajon Housing Authority Adopting the Fiscal Year 2023-24 Budget.
3. Acting as the Successor Agency to the former Redevelopment Agency Board of Directors, adopt Resolution titled: Resolution of the City Council of the City Of El Cajon as the Successor Agency to the former El Cajon Redevelopment Agency Adopting the Fiscal Year 2023-24 Budget.
4. Acting as the City Council, increase General Fund Fiscal Year 2023-24 appropriations, from fund equity, and transfer \$5.0 million to the City Capital Improvement Program Fund.

DISCUSSION

Director of Finance, Clay Schoen and Senior Management Analyst, Autumn Reberger provided detailed information on the Item.

Discussion ensued among Council and Staff concerning the following:

- Capital Improvement Projects;
- Projects funded by the American Rescue Plan Act;
- Prop O funding; and
- Consideration of self-insuring for Workers' Comp.

Mayor Wells opened the Public Hearing.

No public comment was received.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Item 15 – Continued)

MOTION BY GOBLE, SECOND BY ORTIZ, to Acting as the City Council, ADOPT Resolution No. 055-23 to adopt Fiscal Year 2023-24 Annual Budget; ADOPT Resolution No. 056-23 Approving and Adopting the Annual Appropriations Limit for Fiscal Year 2023-24; and ADOPT Resolution No. 057-23 Approving Designation of General Fund Balances.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY ORTIZ, Acting as the Housing Authority Board of Directors, ADOPT Resolution No. ECHA-38 Adopting the Fiscal Year 2023-24 Budget.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY ORTIZ, Acting as the Successor Agency to the former Redevelopment Agency Board of Directors, ADOPT Resolution No. SA 001-23 Adopting the Fiscal Year 2023-24 Budget.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY KENDRICK, Acting as the City Council, INCREASE the General Fund Fiscal Year 2023-24 appropriations, from fund equity, and transfer \$5.0 million to the City Capital Improvement Program Fund.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

16. Nurse Navigator Program Status Update

RECOMMENDATION:

That the City Council receives and files this report.

DISCUSSION

Fire Chief, Bent Koch, and Fire Division Chief, Brian Hayward, provided detailed information of the Item.

No public comment was received.

ADMINISTRATIVE REPORTS: (Continued)

Discussion ensued among Council and Staff concerning the following:

- Public education on the Nurse Navigation program; and
- Determine the best way to provide information to citizens.

No Motion was needed for the Item.

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments) Board of Directors.

17. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

18. DEPUTY MAYOR 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, Deputy Mayor Goble spoke about the MTS strike.

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

Council Activities Report/Comments.

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

20. COUNCILMEMBER 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.

Report as submitted.

21. 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:

22. No Public Camping Regulations

RECOMMENDATION:

That the City Council directs staff to analyze the proposed Unsafe Camping Ordinance being considered by the City of San Diego and to draft a similar Ordinance for City Council consideration.

DISCUSSION

Councilmember Ortiz requested to analyze the City of San Diego’s proposed Ordinance on No Public Camping Regulations to perhaps draft a similar Ordinance for the City of El Cajon.

No public comment was received.

MOTION BY WELLS, SECOND BY KENDRICK, to DIRECT staff to analyze the proposed Unsafe Camping Ordinance being considered by the City of San Diego and to draft a similar Ordinance for City Council consideration.

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION - None

23. Zoning Code Update Amendment No. 2023-0001

RECOMMENDATION:

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

DISCUSSION

No public comment was received.

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

An Ordinance approving Zoning Code Amendment No. 2023-0001 for Amendment of Title 17 of the El Cajon Municipal Code for Economic Development, Housing, and other minor technical changes, revisions, and edits.

MOTION BY ORTIZ, SECOND BY KENDRICK, to ADOPT Ordinance No. 5136, APPROVING Zoning Code Amendment No. 2023-0001 for Amendment of Title 17 of the El Cajon Municipal Code for Economic Development, Housing, and other minor technical changes, revisions, and edits.

MOTION CARRIED BY UNANIMOUS VOTE.

CLOSED SESSIONS:

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

24. Closed Session - Conference with Labor Negotiator pursuant to subdivision (a) of Government Code section 54957.6

Agency designated representative:

Graham Mitchell, City Manager

Unrepresented employees under A-29:

City Executive Management; Unrepresented Management; Confidential; and Unrepresented General Classifications (City Council Policy A-29)

CLOSED SESSIONS: (Continued)

25. Closed Session - Public Employee Performance Evaluation: City Attorney

MOTION BY WELLS, SECOND BY METSCHEL, to ADJOURN to Closed Session at 4:24 p.m.

MOTION CARRIED BY UNANIMOUS VOTE.

RECONVENED to Open Session at 5:03 p.m.

City Attorney Foley reported the following actions:

24: Direction given to City Representatives

25: Evaluation of City Attorney performed

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 13th day of June, 2023, at 5:03 p.m., to Tuesday, June 27, 2023, at 3:00 p.m.

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ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council
Agenda Report

Agenda Item 4.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Amendment to the Heartland Communications Facility Authority's Joint Exercise of Powers Agreement

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving an Amended and Restated Joint Exercise of Powers Agreement for the Heartland Communications Facility Authority.

BACKGROUND:

Heartland Communications Facility Authority (HCFA) was created in 1986 with adoption of the first Joint Exercise of Powers Agreement (JPA) among several fire authorities and cities, including the City of El Cajon. Currently, there are nine member agencies that are parties to the JPA. Through the JPA, the parties created an authority to provide fire communication services, as well as all the necessary components (staff, equipment, building, etc.) to operate a dispatch facility.

It is recommended that the City accept several modifications be made to the current JPA document and authorize the Mayor, the Deputy Mayor, or the City Manager to sign the amended document. There are no substantive changes to the JPA document and are summarized as such (a track changes document is included as well):

Page 1

Opening Statement: modifies the effective date and adds San Miguel Fire Protection District and Viejas Band of Kumeyaay Indians as member agencies.

Section 1: modifies the effective date and added "as amended from time to time prior to the adoption of this Agreement."

Page 4

Section 3(G)(1): adds language about meeting dates and budget adoption deadline.

Section 3(G)(2): adds language indicating that the Board of Directors should consider the budget by May 15.

Section 3(G)(3): add language that the should be presented to the Management Advisory Committee by April 30.

Page 5

Section 3(G)(5): specifies that minutes should be kept for Commission, Board, and Management Advisory Committee meetings.

Page 6

Section 3(H)(3a): adds the language "work with Director to prepare proposed budget for the coming fiscal year."

Page 13

Section 8: extends the date of the Agreement, relative to withdrawal and termination to 2031. The 2031 date coincides with the HCFA lease agreement with the City.

In addition to those changes presented by the Authority, a number of minor changes (due to spelling, grammatical, or typographical errors, or ambiguities) that should be corrected, but can be approved by the City Manager.

Staff recommends that the City Council adopts the resolution accepting the changes and authorizing the Mayor, the Deputy Mayor, or the City Manager to sign the JPA document on behalf of the City, with such changes as may be approved by the City Manager.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed JPA amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) as a non-project in that effective fire communication services are an organizational government activity that will not result in a direct or indirect physical change in the environment.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Heartland Communications Facility Authority JPA

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON APPROVING THE AMENDMENT OF THE
HEARTLAND COMMUNICATIONS FACILITY AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, the Heartland Communications Facility Authority ("HCFA") was created in 1986 with adoption of the first Joint Exercise of Powers Agreement (the "JPA") between several fire authorities and cities, including the City of El Cajon (the "City") to provide fire communication services, as well as all the necessary components (staff, equipment, building, etc.) to operate a dispatch facility; and

WHEREAS, currently there are nine (9) member agencies (the "Parties") of the JPA; and

WHEREAS, the Parties have proposed several non-substantial modifications be made to the current JPA as shown in the Amended and Restated Joint Exercise of Powers Agreement for "Heartland Communications Facility Authority (the "Amended Agreement"); and

WHEREAS, the Amended Agreement is exempt from the California Environmental Quality Act ("CEQA") as a non-project pursuant to CEQA Guidelines section 15378 (b) (5) in that effective fire communication services are an organizational government activity that will not result in a direct or indirect physical change in the environment; and

WHEREAS, City staff recommends that the City Council approves the Amended Agreement and authorizes the Mayor, the Deputy Mayor, or City Manager, to sign the Amended Agreement on behalf of the City.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The Amended Agreement is exempt from CEQA as a non-project pursuant to CEQA Guidelines section 15378 (b) (5).
3. The City Council hereby approves the Amended Agreement in the form as presented at this meeting, with such changes as may be approved by the City Manager, provided, however, no such changes shall include additional financial or legal responsibilities or obligations of the City not otherwise provided in the Amended Agreement.
4. The City Council hereby authorizes the Mayor, Deputy Mayor, or the City Manager to execute the Amended Agreement on behalf of the City of El Cajon, with any

such changes as may be necessary and approved by the City Manager consistent with Section 3, above.

06/27/2023 CC Agenda
Reso – Approve Amendment of HFCA Joint Exercise of Powers Agmt 062023

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT FOR
“HEARTLAND COMMUNICATIONS FACILITY AUTHORITY”**

A Joint Exercise of Powers Agreement was originally made and entered into on the 25th day of June, 1986, (“Original Agreement”) amended at various times including on the 1st day of July, 2013, on the first day of January 2017, and most recently amended and restated on ~~January 1, August 1, 2023~~ 17 by and among the ALPINE FIRE PROTECTION DISTRICT, BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT, CITY OF EL CAJON, CITY OF LA MESA, LAKESIDE FIRE PROTECTION DISTRICT, CITY OF LEMON GROVE, CITY OF SANTEE, SAN MIGUEL FIRE PROTECTION DISTRICT, and the VIEJAS BAND OF KUMEYAAY INDIANS, (collectively the “Member Agencies” and individually “Member Agency”), all of which are organized and existing under and by virtue of the laws of the State of California.

WITNESSETH:

WHEREAS, the Member Agencies desire to amend and restate the Original Agreement by this agreement (“Agreement”); and

WHEREAS, the Member Agencies are each empowered by law to acquire sites, construct, equip, staff, maintain, operate, and lease public buildings related facilities for the purpose of communications; and

WHEREAS, the Member Agencies desire to provide fire communication and related services, and equip, staff, and operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Member Agencies desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Member Agencies are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, Sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California;

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

SECTION 1. Restatement and Purpose.

Except as otherwise provided in the Agreement, effective as of January 1, 2017 August 1, 2023 (“Effective Date”), this Agreement amends, restates, and supersedes in its entirety the Original Agreement, as amended from time to time prior to the adoption of this Agreement.

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "act," to permit the joint exercise of certain powers common to the Member Agencies. The purpose of this Agreement is to enable the Member Agencies to exercise these powers jointly by equipping, maintaining, operating and staffing a facility and providing emergency call receiving and dispatching services to the Member Agencies. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. This Agreement is not intended to impair obligations of the Member Agencies arising under the Original Agreement which exist as of the Effective date of this Agreement. All pre-existing obligations, rights, and privileges of the Member Agencies shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 2. Term.

This Agreement shall become effective as of the Effective Date hereof and shall continue indefinitely in full force and effect as long as the number of Member Agencies is not reduced below two (2), or until such time as the Member Agencies agree to amend, withdraw from, or terminate the Agreement, in the manner set forth in Section 8. In the event that the Member Agencies vote to merge or consolidate the Authority with another joint powers agency, and the Authority is not the surviving joint powers agency, this Agreement will terminate upon culmination of such merger or consolidation.

Section 3. Authority.

A. Creation of Authority

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be know as the "Heartland Communications Facility Authority" ("Authority"). The Debt and Long-Term Liabilities and Obligations of the Authority as defined in Sections 5(C)(5) and 5(C)(6) of this Agreement shall constitute the debt and Long Term Liabilities and Obligations of the Member Agencies on a pro rata basis as set forth in Sections 5(C)(3) and 5(C)(4).

B. Commission.

The Authority shall be governed by a Commission, which shall be called the "Heartland Communications Facility Commission" ("Commission") and which shall exercise the powers set forth in Section 4(8) of this Agreement. Each Member Agency shall have one seat on the Commission and may appoint one Primary Commissioner to fill that seat and on Alternate Commissioner to fill that seat in the absence of the Primary Commissioner. Such appointments shall be made from

members of the governing body of the Member Agency in accordance with the Member Agency's policies and procedures. A Commissioner shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Commissioner if he or she ceases to be a member of the governing body of the appointing Member Agency, or if the appointing Member Agency ceases to be a party of this Agreement. Each appointing member Agency shall notify the Secretary of their respective appointments. The Secretary shall notify each Member Agency of the appointments of the other parties.

C. Board of Chiefs

Pursuant to Section 6508 of the Act, there is hereby created an administrative body, immediately subordinate to the Commission, to be known as the "Board of Chiefs" ("Board"), whose members are hereinafter referred to as "Chiefs", and which shall exercise the powers set forth in Section 4(C) of this Agreement. Each member Agency shall have one primary Chief on the Board and one alternate Chief to fill that seat in the absence of the primary Chief. A Chief who represents more than one Member Agency shall have one vote for each agency he or she represents. A Chief, or his or her designee, shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a Chief if he or she ceases to be the Fire Chief of the designee of the Fire Chief for the Member Agency, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective Chiefs, as applicable.

D. Management Advisory Committee

A Management Advisory Committee ("MAC") shall be made up of the City Managers of each of the member cities, and the Fire Chiefs of the other member agencies. A MAC representative shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a MAC representative if he or she ceases to be the City Manager of the member city or Fire Chief of the member district, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective MAC representatives, as applicable.

E. Administration

The Authority may employ a Director ("Director"). The Director shall be authorized to act on behalf of the commission in all matters relating to the day to day operations of the Authority, implementation of the approved budget, and the direction of the personnel of the Authority under the general direction of the Board. The Director shall advise the Board and the Commission as requested in connection with any business relating to the Authority. The Director shall be hired by, report to, and serve at the pleasure of the Board, with the ratification of the Commission.

F. Attorney of the Authority

The Attorney of the Authority shall be selected by the Commission and serve at the will of the Commission. The Attorney shall advise the Commission, the Board, and the HCFA Director as requested in connection with any business relating to the Authority. The Commission may, as determined necessary, employ other counsel to represent and advise the Board and the Commission on business and/or other litigation.

G. Meetings of the Commission, the Board, and the MAC

(1) Regular and Special Meetings of the Commission

The Commission shall provide for its regular meetings; however, it shall hold at least one regular meeting ~~immediately~~ prior to each ~~April 30~~ June 1, at which meeting the Commission shall consider ~~and adopt~~ the ~~preliminary-proposed~~ budget for the ~~ensuing fiscal year for the~~ Authority, with final adoption of the budget to occur on or before by ~~July 31st, June 30th, for the ensuing fiscal year.~~ The Commission shall provide for such further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested by any Commissioner. The date, hour, and location at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each of the Member Agencies.

(2) Regular and Special Meetings of the Board

The Board shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Board may provide for further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested of the Chair of the Board by a majority of the Chiefs. The Board shall consider the proposed budget for the next fiscal year at either a regular or special meeting scheduled at the Board's discretion, provided that the proposed budget shall be reviewed and forwarded to the Commission with the Board's recommendations no later than May 15. The date, hour, and location at which regular meetings shall be held shall be fixed by resolution and a copy of the resolution shall be filed with each of the Member Agencies.

(3) Meetings of the MAC

The MAC shall meet occasionally and as necessary but at least twice per year to review the proposed budget, financial performance, capital improvement program, financial reserves, and to provide advisement regarding operations and business matters to the Commission. One meeting shall be prior to budget adoption, which shall be held as promptly and reasonably as possible after receipt by the MAC of the proposed budget so that the MAC's comments regarding the budget can be forwarded to the Director no

later than April 30, and a second meeting shall be a mid-year review. The role of the MAC shall be advisory only to the Commission. Meetings may be convened with reasonable notice to MAC members at the request of the MAC, Commission, Board, or Director at a reasonable, date, and location. The MAC shall have no officers and because of the role of the MAC shall be to provide review and advisement, no quorum shall be necessary for the MAC to conduct a meeting. A good faith effort will be made to contact all MAC members and to attain a majority of members to attend any scheduled meeting.

(4) Ralph M. Brown Act

The Commission and the Board shall adopt rules for conduction their meetings and other business. All meetings of the Commission, the Board, and the MAC, including without limitation regular, adjourned regular, and the special meetings, shall be called, notified, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(5) Minutes

The Secretary shall cause minutes of regular, adjourned regular, and special meetings of the Commission, the Board, and the MAC to be kept, and shall, as soon as reasonably practicable after each meeting, provide a copy of the minutes to each Commissioner and each Chief, respectively, and to each of the Member Agencies.

(6) Quorum

A majority of the Commission or Board shall constitute a quorum for the transaction of business by that body. A lesser number of each body may adjourn for the lack of a quorum. No action shall be taken by either the Commission or the Board without an affirmative vote of approval by Commissioners or Board representing a simple majority of the total number of Member Agencies; provided, however, that voting on an action involved a CalPERS financial issue shall be by weighted voting as set forth in Section 5(C)(5) below.

H. Officers and Respective Duties

(1) Chair and Vice Chair of the Commission

The Commission shall elect a Chair and Vice Chair at its first regular meeting, and thereafter, at the first regular meeting held in each succeeding calendar year, the Commission shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Commissioner, the resulting vacancy shall be filled at the first meeting of the Commission held after such vacancy occurs. In the absence or inability

of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside and conduct all meetings of the Commission.

(2) Secretary to the Commission

The Director and/or designee shall be the Secretary to the Commission. The Secretary will keep minutes and will prepare an agenda for each meeting of the Commission and the Board. The Secretary will solicit agenda items for regular meetings at least fifteen working days in advance, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act. The Secretary will meet jointly with the Chair of the Board of Chiefs and Chair of the Commission at least ten working days in advance to develop the agenda. Agenda items will be supported by appropriate documentation and explanation. The Secretary will deliver the agenda and supporting documentation to each Commissioner, each officer of the Authority, and the Chair of the Board at least five working days prior to the scheduled meeting.

(3) Treasurer/Controller of the Authority

The Treasurer/Controller shall be appointed by the Commission, attend the meetings of the Commission, and advise the Commission in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The duties and responsibilities of the Treasurer/Controller include, but are not limited to, those set forth in Government Code Sections 6505, 6505.5, and 6509.5, and shall include the following:

(a) Establish, with the Commission's approval, the annual budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the communication program; work with Director to prepare proposed budget for the coming fiscal year.

(b) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;

(c) Enforce strict compliance with the approved annual budget and approve only the expenditures authorized therein;

(d) Ensure that all available cash is at all times invested in a cash management program and investment portfolio pertaining thereto in accordance with the provisions of California Government Code Section 53600 et seq. He or she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;

(e) Furnish quarterly revenue, expenditure, and funds status reports to the Chair of the Commission; coordinate an annual audit of the basic financial statements in accordance with generally accepted governmental auditing standards; and facilitate an annual agreed upon procedures review of the debts, liabilities, and obligations of the Authority according to each Member Agency's pro rata share of call volumes;

(f) Maintain an inventory of all property of the Authority with the power to designate the authority Director as the custodian of such property;

(g) With advice from the Commission, obtain and maintain liability and casualty insurance for the Authority and for the property of the Authority, respectively; and

(h) Make all books and records of the Authority in his or her possession open to inspection at all reasonable times by representatives of the Member Agencies.

(4) Chair and Vice Chair of the Board

The Board shall elect a Chair and Vice Chair at its first regular meeting of each calendar year. In the event that the Chair or Vice Chair so elected ceases to be a Chief, the resulting vacancy shall be filled at the first meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

(5) Secretary of the Board

The Director or such person designated by the Director shall be the Secretary of the Board. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board.

Section 4. Powers and Duties.

A. Authority.

The authority shall have the powers common to the Member Agencies set forth in recitals of this Agreement, to wit: the power to acquire sites and construct, equip, staff, maintain, operate, and lease public buildings, and related facilities for the purpose of communications.

The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

Exhibit A

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (4) To acquire, hold, or dispose of property within the County of San Diego;
- (5) To incur Debt and Long-Term Liabilities and Obligation as defined in Sections 5(C)(5) and 5(C)(6);
- (6) To receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporations, and any government entity;
- (7) To rent or lease communications services to public or non-public agencies; and
- (8) To sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act, and except as expressly set forth herein, are subject only to such restrictions as are imposed upon the City of El Cajon in the exercise of similar powers, pursuant to the Government Code Section 6509. The Debt and Long-Term liabilities and Obligations of the Authority shall also be the Debt and Long-Term Liabilities and Obligations of each of the Member Agencies on a pro rata basis according to each Member Agency's respective percentage of call volumes.

The Authority shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may contract indebtedness for capital items only in the manner otherwise permitted by law. However, long-term financing shall be limited to the projected life term of the equipment or facility being financed, or a ten-year period, whichever is less.

B. Commission

The Commission, as a governing body of the Authority, shall formulate and set policy, including budget and purchasing policies, and shall exercise the powers set forth in Section 4(A) of this Agreement to accomplish its purpose. While the Commission retains full control and is responsible for the affairs of the Authority, it shall rely upon the Board for the actual program development, implementation, and operation. The normal

vehicle by and through which this shall be accomplished is the annual budget in the manner set forth in this agreement.

C. Board

The Board is the administrative arm of the Commission and is authorized to act on behalf of the Commission as necessary for the ordinary conduct of business. The Board is responsible to the Commission for development of consolidated regional public safety services communications program, and for the leasing of facilities, acquisition of equipment, personnel staffing, and full-time maintenance and operation of the communications program.

The Board shall exercise its authority and responsibilities by and through its Chair, whose appointment is set forth in Section 3(H)(4) of this Agreement.

Sections 5. Fiscal Year, Financing and Annual Budget.

A. Fiscal Year

The Authority's fiscal year shall be the twelve-month period commencing each July 1.

The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit.

B. Budget Reserve

The Member Agencies shall pay for the entire operation of the Authority, using the annual expenditure budget to determine the total amount of assessment required. Each annual budget shall include a minimum reserve for Contingency equal to ten percent (10%) of otherwise budgeted and approved expenditures ("Reserve"). Money may be expended from this Reserve only with the express approval of the Commission. Any unexpected balance of the Reserve shall roll over as the beginning balance of the subsequent fiscal year. The total assessment against the Member Agencies may be reduced by expected revenue from executed contracts for dispatch services to public and non-public agencies and by unexpected or unobligated monies available at the end of the fiscal year prior to the year for which the budget is applicable.

C. Assessments, Budget

The Commission, in adopting an annual budget, thereby fixes the assessment against the Member Agencies and Contract Agencies, which is binding thereon, except as otherwise set forth in this Agreement regarding default or withdrawal. The amount of assessment against an individual Member Agency shall be determined, and specified in the budget, in accordance with criteria set forth in a budget policy established by Resolution.

The budget policy shall include, but need not be limited to, the following:

(1) Assessment

Assessments shall be determined for both Member and Contract Agencies based on adopted assessment rate(s) and estimated call volume from the previous calendar year. Assessment rates shall be set by action of the Commission no less than six months in advance of the effective date, notwithstanding exceptional events as determined by the Commission. Rates shall be set on a per-call basis to address the agency's long-term operating and capital needs in a way to maximize rate stability.

(2) Payment of Assessment

Upon adoption of the fiscal year budget by the Commission, and the forwarding thereof to the governing bodies of the Member agencies by the Secretary, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35%	of total assessment
October 15:	25%	of total assessment
January 15:	25%	of total assessment
April 15:	15%	of total assessment

The Commission may set a different payment schedule to accommodate the purchase of capital items, if sufficient monies would not otherwise be on hand to pay for such purchases.

A five percent (5%) late charge shall be imposed upon assessment payments not received by the Authority within forty-five (45) calendar days following mailing of a notice of assessments. An additional five percent (5%) shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment including late charges, if any, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Member Agency shall be in default and subject to termination as a member of the Authority as provided under Section 8 of this Agreement. Upon termination of a Member agency in default, all outstanding obligations or assessments under this Section shall become immediately due and payable. Upon withdrawal by or termination of a Member Agency, payment of Debt incurred under this section shall be governed by Section 8 of this Agreement.

(3) Operation and Maintenance Expenses

The costs of operating and maintaining a communications facility and the communications and computer equipment housed therein shall include, but are not limited

to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair equipment due to normal wear and tear from ordinary usage.

(4) Capital Expenditures

Capital expenditures shall include the cost of original purchase of communications and computer equipment, hardware and other fixed assets type items, typically having a useful life of more than two years, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Assessment of Member Agencies for capital expenditures shall be in accordance with the formula for operating expenses set forth in subdivision (1), above. Capital expenditures incurred for and unique to a minority of the Member Agencies shall be equally shared by such minority. The Commission may set up special cost allocation for these purchases, but all members funding the purchase must approve of the allocation.

(5) Long Term Liabilities and Obligations

“Long Term Liabilities and Obligations” shall be defined as obligation incurred through the conduct of business payable more than one year into the future, and therefore not within the current fiscal year and the annual budget, and may include any unfunded or under-funded or termination funding of employee benefit related expenses, including but not limited to compensated employee absences, OPEB Health cost, CalPERS Risk Pool Unfunded Liability, and the CalPERS New Unfunded Termination Liability may not be capable of precise calculation at the time a Member Agency withdraws or is terminated by the Commission. Nevertheless, each Member Agency agrees that upon withdrawal or termination it shall be liable to the Authority for a period of 5 years from the date of its withdrawal or termination for payment of its pro rata share of such Net Unfunded Termination Liability as and when such liability becomes due and payable.

(6) Debt and Debt Financing

“Debt” shall be defined as an obligation incurred by the use of borrowed monies to be repaid in the future to purchase facilities, equipment or to pay for operational obligations. On behalf of the Authority, the Commission may approve purchase of items or improvements using debt financing.

(7) Weighted Vote System

Except as expressly provided for herein, the Commissioner and Board representative for each Member Agency shall have one vote of equal value when a vote by the Commission or the Board is taken. A Chief who represents more than one Member agency shall have one vote for each agency he or she represents. However, the "Weighted Vote System" shall be used by the Commission or the Board when voting upon any CalPERS *financial* issue of the Authority. Each Member Agency will not have the same amount of influence over the outcome of these specific matters.

When the Commission or Board takes a vote upon a CalPERS financial issue, the Commissioner or Board representative for each Member Agency shall have a weighted vote equal to the total number of Member Agencies times a fraction, the numerator of which the total incident call volume attributable to the Member Agency represented by the Commissioner or board representative during the prior calendar year, and the denominator of which shall be the Authority's total incident call volume or the same time period. This allocation is likely to result in a Commissioner or Board representative having a fractional vote, e.g., one Commissioner or Board representative may have 1.25 votes, while another may have 0.75 votes.

D. Budget Administration

The Board has the authority to fully implement the approved budget. The Director, with the approval of the Board, may recommend expenditures and budgetary transfers or adjustments. However, neither the Director nor the Board may authorize personnel staffing in excess of that authorized in the budget in number, position classification, or salary. In addition, neither the Director nor the Board may after the capital budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Commission approval.

Section 6. Personnel.

A. The Authority may employ a Director and any other individuals deemed necessary to staff the communications program. The positions must be authorized and funded in the Authority's annual budget.

B. The Director, with oversight of the Board, is authorized to act on behalf of the Board in all matters of personnel administration given the positions and funding authorized by the Commission in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and terminations.

C. The Board, subject to approval by the Commission, may employ the director and communications dispatchers, to be known as "Fire Communications Dispatchers," and

individuals to fill any other positions deemed necessary. The positions must be authorized and funded in the Authority's annual budget.

Section 7. Dispatch Service to Other Agencies.

The Authority may provide dispatch service to public agencies and non-public agencies not a party to this Agreement, but only upon the majority vote of the Commission. Such service shall be contract, executed by the Chair of the Board on behalf of the Authority. The Commission shall establish by the contract, the amount of charge for the service.

Sections 8. Withdrawal; Termination.

Each Member Agency shall remain a party to this Agreement, and share in the costs of operation of the communications center until June 30, ~~2023~~2031, and continuing thereafter until this Agreement is terminated or until the Member Agency ceases to be a party to this Agreement. If, in the interim, any Member Agency defaults on payment of any assessment as defined in Section 5(C)(5) and 5(C)(6), or otherwise breaches this Agreement such Member Agency shall be subject to termination as a member of the Authority by vote of the Commission. The terminated Member Agency remains liable for the defaulted payment and late charges for the balance of the year's assessment and, in the event of termination prior to June 30, ~~2023~~2031, for assessments for years through June 30, ~~2023~~2031. Such subsequent assessments will be determined as if the terminated Member Agency is still a member of the Authority using the Member Agency's call volume for the preceding complete fiscal year in which it was a member, the assessment will be due and payable in full on July 30 of the fiscal year for which levied. Such terminated Member Agency shall also be liable for its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6).

After June 30, ~~2023~~2031, any Member Agency defaulting on payment shall be subject to termination by a vote of the Commission and shall be liable for any defaulted payments, late charges, and its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections (C)(5) and 5(C)(6).

A Member Agency may withdraw as a part to this Agreement without penalty commencing on June 30, ~~2023~~2031, or on any June 30 thereafter, with one hundred eighty (180) days' prior notice to the Authority. Such withdrawing Member Agency shall perform all obligations under this Agreement until the noticed June 30 date of withdrawal.

Notwithstanding the above, any Member Agency which withdraws shall be obligated to pay to the Authority a sum equal to said Member Agency's assessment for the fiscal year ending on the date of withdrawal. Further, a withdrawing Member Agency shall pay its pro rata share of the remaining balance of such Debt and Long Term Liabilities and Obligations that exists on the date of withdrawal; payment of the full amount shall be made within 30 days of the withdrawal date.

The Authority retains the right to seek legal redress, if necessary, to obtain payment of amounts due. The Authority is entitled to recover costs and attorney's fees related to such legal redress. A terminated member agency or a member Agency that withdraws forfeits any claim to any assets of the Authority.

Section 9. Dissolution.

This Agreement shall terminate and the Authority shall be dissolved if the number of parties to the Agreement becomes less than two, or if parties unanimously agree to terminate this Agreement. In either instance, dissolution shall only be effective upon a June 30th but shall in no event be effective until the requirements of Section 19 are satisfied. Should dissolution occur, all remaining members shall be responsible for winding down costs, including required audits, notwithstanding other provisions in this Agreement.

Section 10. Disposition of Assets.

A. This Agreement may not be terminated and there shall be no disposition of assets made to the parties to the Agreement until the Authority reasonable exhausts all means of collecting any monies due to the Authority. The Commission must formally accept a final accounting prepared by the Treasurer/Controller before any final disposition of net assets may be made and termination of this Agreement consummate.

B. If the cause for termination was reduction of the number of parties to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining party to the Agreement.

C. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those parties during the entire term of Agreement.

D. In no event shall assets be transferred to Member Agencies until all Debts, Long Term Liabilities and Obligations are retired.

Section 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

Section 12. Additional Parties to the Agreement.

Public agencies, as defined in the Act, which are not parties hereto, may become parties hereto only by amendment of this Agreement as provided in Section 11 hereof, and subject to the following terms and conditions, which shall be specified in the amendment:

- A. A provision specifying that, for purposes of the calculation of assessment expense allocation as set forth in Section (C)(1) and 5(C)(2), a minimum of 500 calls shall be attributed to the new Member Agency for a specified number of years.
- B. A buy-in fee to be paid by the new Member Agency in consideration of the existing equity in the Authority's assets.

Upon approval of the amendment by a majority of the Member Agencies as set forth in Section 11, the new Member Agency shall execute the amendment consenting to be bound by all terms of this Agreement as amended and, upon execution of the amendment by a duly authorized representative of the Commission attesting that the requisite vote of the Member Agencies approving the amendment has been obtained, the public agency shall become a member Agency with all rights and privileges and subject to all obligations and liabilities thereof.

Section 13. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be constructed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 14. Hold Harmless.

Each Member Agency shall defend, indemnify, and save all other individual Member Agencies and the Member Agency and Authority harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Commission, Board, Director, or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

Section 15. Successors.

The Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 16. Notice to State.

A notice of the creation of the Authority by this Agreement, and/or any amendments to this Agreement, shall be filed by the Authority with the Secretary of State pursuant to Section 6503.5 of the Act.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

**HCFA Amended and Restated JPA Agreement Updates
Individual Agency Signature Page**

IN WITNESS WHEREOF, the parties have caused the changes to the HCFA JPA Amended and Restated Agreement to be executed by their proper officers thereunto duly authorized.

CITY OF EL CAJON

Attest:

By: _____

Its: _____

Date:



City Council Agenda Report

Agenda Item 5.

DATE: June 27, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Mike Moulton, Chief of Police

SUBJECT: Neighborhood Reinvestment Program Grant Award from the County of San Diego

RECOMMENDATION:

That the City Council takes the following actions:

1. Authorize the City Manager, or designee, to accept the Neighborhood Reinvestment Program (NRP) Grant award in the amount of \$40,671 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriate \$40,671 of the NRP Grant to purchase a law enforcement Mobile Camera Trailer in order to enhance the ability of the El Cajon Police Department to monitor special events through improved safety and cost-effectiveness and to increase public confidence by monitoring and recording activities in high-risk and remote areas.

BACKGROUND:

The Neighborhood Reinvestment Grant program is funded by the County of San Diego and is allocated by the County Board of Supervisors in an effort to reinvest taxpayer funds in the community to benefit the public by providing funding to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents. The Police Department submitted a grant application to the County of San Diego on May 8, 2023, to purchase a mobile camera trailer. Mobile camera trailers offer law enforcement agencies a range of benefits, including enhanced ability to monitor special events, improved safety, cost-effectiveness, flexibility, and increased public confidence. These trailers are an effective way to monitor and record activities in high-risk or remote areas, reducing the need for officers to physically patrol such areas and enhancing their situational awareness. They are versatile and can be deployed for various applications, making them a valuable addition to law enforcement equipment. By providing a visible and transparent presence, camera trailers can help to deter criminal activity and improve community safety, building public confidence in law enforcement agencies.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This action is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines section 15378(b)(2). It will not result in any direct or indirect physical change in the environment because it solely provides authorization for the purchase of equipment.

FISCAL IMPACT:

The City of El Cajon Police Department has been awarded \$40,671 in funding from the County of San Diego Neighborhood Reinvestment Program Grant. These grant funds will be appropriated to activity 226380 - Police Miscellaneous Grants and there will be no impact on the City's General Fund.

Prepared By: Julie Wiley, Sr. Management Analyst

Reviewed By: Mike Moulton, Police Chief

Approved By: Graham Mitchell, City Manager

Attachments

Grant Documents



JOEL ANDERSON

SERVING:

The cities of:
El Cajon
Poway
Santee

The San Diego communities of:
Allied Gardens
Carmel Mountain Ranch
Del Cerro
Grantville
Kearny Mesa
MCAS Miramar
Miramar Ranch
Rancho Bernardo
Sabre Springs
San Carlos
San Pasqual Valley
Scripps Ranch
Serra Mesa
Stonebridge
Tierrasanta

The County communities of:
4S Ranch
Alpine
Barrett
Blossom Valley
Bostonia
Boulevard
Campo
Crest
Cuyamaca
Dehesa
Del Dios
Descanso
Dulzura
Eucalyptus Hills
Fernbrook
Flinn Springs
Granite Hills
Guatay
Harbison Canyon
Jacumba
Jamul
Johnstown
Julian
Lake Hodges
Lake Morena
Lakeside
Morena Village
Mount Laguna
Pine Hills
Pine Valley
Potrero
Ramona
San Diego Country Estates
San Pasqual
Santa Fe Valley
Tecate
Tierra del Sol
Winter Gardens
Wynola

The tribal governments of:
Barona
Campo
Capitan Grande
Ewilaapaayp
Inaja-Cosmit
Jamul Indian Village
La Posta
Manzanita
Sycuan
Viejas

El Cajon Police Department
200 Civic Center Way
El Cajon CA 92020

Dear Lt. Darrin Forster,

It's my job to make government work for you, so it is my honor to personally congratulate you on being awarded \$40,671 from the NRP for the El Cajon Police Department. I am pleased to award this grant to you as a testament to your diligence, enthusiasm, hard work, and dedication to our community. There may be surplus funding available in the future and I would be happy to consider your organization for an additional round of funding at that time.

Economic development remains one of my top priorities, as well as supporting policies that promote local career opportunities and financial prosperity. **One of my goals as your County Supervisor is to support local businesses and non-profits to further benefit you and your family.**

To support organizations like yours, I have implemented grant programs that provide funding to help local businesses and non-profits recover financially. Organizations like yours are the life blood of our communities. Your work stimulates tourism, promotes the economy, creates jobs, and enhances quality of life. I am proud to sponsor this contribution that will strengthen your institution.

Darrin, it is my hope that this grant stimulates and encourages your organization and leads to major success. If I can be of any additional assistance, please do not hesitate to contact my office at Joel.Anderson@sdcounty.ca.gov or (619) 531-5522.

It is an honor to serve you,

Joel Anderson
Supervisor, Second District

SAN DIEGO COUNTY BOARD OF SUPERVISORS, SECOND DISTRICT
1600 PACIFIC HIGHWAY, ROOM 335, SAN DIEGO, CALIFORNIA 92101-2470
PHONE: (619) 531-5522 • EMAIL: JOEL.ANDERSON@SDCOUNTY.CA.GOV
WWW.SUPERVISORJOELANDERSON.COM

County office use only

P – 1001838
O – 15655
E – 53664
T – 007
A – 100123
Supplier # – 180050

**NEIGHBORHOOD REINVESTMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND City of El Cajon**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and City of El Cajon, a Non-Profit California Corporation (Grantee), on _____ with an effective date of 05/23/2023.

WHEREAS, the County wishes to reinvest taxpayer funds in the community to benefit the public by providing grant funds to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents; and

WHEREAS, the Board of Supervisors may allocate grant funding for purchases, programs or events that will occur either subsequent to the Board's action to approve the grant or that have occurred prior to the Board's approval date; and

WHEREAS, on 05/23/2023 (9), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay to Grantee an amount of **\$40,671.00**. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **To purchase law enforcement Mobile Camera Trailers to allow the El Cajon Police Department to enhance its ability to monitor special events, improved safety, cost-effectiveness, and increase public confidence to monitor and record activities in various locations of high-risk or remote areas.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Deadline for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 12 months of the effective date of this Agreement as specified above.**
 - (b) Grantee shall complete the Documentation of Grant Expenditures form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this completed form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event after the end of the Term of Agreement specified above. If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation by the end of the extended Term. If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's administrator.
 - (c) If after reviewing Grantee's expenditure documentation, the County's administrator:

- (i) determines that the Grantee failed to spend all of the grant funds;
- (ii) disallows any expenditure by Grantee; or
- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement;

Grantee shall refund to the County the amount specified by the County's administrator.¹ Grantee shall make this refund within seven (7) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (d) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within seven (7) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
- (e) Unless authorized by the Board, expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in Paragraph 2 are not eligible expenditures under Subparagraph (b) above.
- (f) If Grantee fails to use all grant funds as specified in Paragraph 2 above before the deadline specified in Subparagraph (a) above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in Subparagraph (a) above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose specified in Paragraph 2.

5. Restrictions on Use of Grant Funds.

- (a) Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, political campaigning, or purely private purposes or activities.
- (b) Any Grantee that provides or participates in any activity for which public funds may not be used, such as religious activities, shall inform the County of this activity prior to accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (c) Grantee shall not spend any part of the grant amount on fund raising activities.
- (d) Grantee shall not spend any part of the grant amount on food or beverages; except, that Grantee acting as a food bank or other similar organization may provide food and beverages to needy individuals or families if this was the purpose of the grant as specified by Paragraph 2.
- (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.
- (f) Grantee shall not donate any portion of this Grant to a third party.
- (g) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.

- (h) By executing this Agreement, Grantee certifies that it qualifies for the receipt of grant funds under Board Policy B-72 and will at all times abide by the terms of the Policy, except to the extent waived by the Board at the time of grant award.
6. **Administrator of Agreement.** The Office of Economic Development and Government Affairs under the Deputy Chief Administrative Officer/Chief Financial Officer, shall administer this Agreement on behalf of the County, and **Julie Wiley** at (619) 579-3355 shall administer it on behalf of Grantee.
7. **Notice.** All communications from Grantee to the County shall be sent to the Office of Economic Development and Government Affairs as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:
- County: Deputy Chief Administrative Officer/Chief Financial Officer
Office of Economic Development and Government Affairs
County of San Diego
1600 Pacific Highway Room 152
San Diego, CA 92101
- Grantee: City of El Cajon
City of El Cajon El Cajon branch
200 Civic Center Way
El Cajon, CA 92020
8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four (4) years following Grantee's submission of the Documentation of Grant Expenditures report under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within fifteen (15) business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures made in conformance with this Agreement, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual

expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain insurance against claims or injuries to person or damages to property that may arise from or in connection with the use of the grant funds by Grantee, its agents, representatives, employees, volunteers or subcontractors. The cost of such insurance shall be borne by Grantee and coverage limits shall be a minimum of \$1,000,000 General Liability per occurrence/\$1,000,000 aggregate for operations, products and completed operations for bodily injury, personal injury and property damage; \$500,000 Automobile Liability per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability Insurance as required by the California Labor Code. County shall retain the right at any time to review the coverage and amount of insurance required.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.
22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above or the termination of this Agreement under Paragraphs 6, 7, or 8 above.
25. **Remedies.** The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Recognition.** If Grantee chooses to give written recognition of this grant, Grantee shall recognize the County of San Diego and not one or more individual County Supervisors.
27. **Prevailing Wage.** To the extent this grant funds construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, or maintenance work and the amount of the grant exceeds \$1,000, the project funded by the grant shall be deemed a "public work" for State prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the applicable prevailing wage laws. Grantee shall be solely responsible for ensuring applicable prevailing wages are paid when owed.

Projects subject to the payment of State prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State's prevailing wage regulations. Information regarding the State's prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

28. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed with an electronic or digital signature in accordance with applicable State laws and such signature shall be deemed an original.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: _____
Deputy Chief Administrative Officer/Chief
Financial Officer
or Designated Representative

Caroline Smith, Director
Office of Economic Development
and Government Affairs

By: _____ Date _____
Authorized signatory

Print Name and Title

[Note: Person signing on behalf of Grantee must be authorized by Grantee's Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

Return This Agreement



City Council Agenda Report

Agenda Item 6.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of RFP No. 005-24 – Plan Review & Inspection Services

RECOMMENDATION:

That the City Council:

1. Determines the project is exempt under section 15378(b)(5) of the Guidelines for the California Environmental Quality Act (CEQA); and
2. Adopts the next Resolution, in order, to enter into an agreement with Interwest Consulting Group, Inc. (ICGI), in an amount not to exceed \$285,000 for the initial one-year term, with up to four additional one-year renewal options.

BACKGROUND:

On March 23, 2023, the City of El Cajon issued a Request for Proposals (RFP) for Plan Review & Inspection Services. Nine responses were received before 5:00 p.m. on April 20, 2023.

Services include building and fire plan review during peak periods, and daily building inspections. The plan review services will be on an as-needed basis to assist City staff with managing workloads and reviewing highly complex and specialty projects.

A three-person evaluation team independently reviewed the proposals according to the criteria specified in the RFP. Several factors were evaluated, such as consultant's staff, experience, references, turnaround, and cost.

After thorough evaluation of the proposals and the final ranking, a Best and Final Offer was requested from the top ranking firm, ICGI. ICGI consented to removing several of their exceptions to the City's standard Agreement for Professional Services (to be executed by the awarded vendor). The City determined the proposal received from Interwest Consulting Group, Inc. best met the City's requirements. The attached memorandum details the evaluation process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Plan Review & Inspection Services is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 17378(b)(5), because it is an administrative government activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

The fiscal impact of the one-year term is \$285,000. Sufficient funds are included in the adopted Fiscal Year 2023-24 Annual Budget: Community Development - Building Safety (101220), Fire Prevention - other Professional Technical Services (101420), and Public Works – Wastewater Disposal (650710) budget. Subsequent 4-year costs are estimated to total \$940,000.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Memorandum - 005-24

RESOLUTION NO. ___-23

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
PLAN REVIEW AND INSPECTION SERVICES
(RFP No. 005-24)

WHEREAS, on March 23, 2023, the City of El Cajon (the "City") issued Request for Proposals No. 005-24 ("RFP No. 005-24") for Plan Review & Inspection Services (the "Project"); and

WHEREAS, services include building and fire plan review during peak periods, and daily building inspections on an as-needed basis to assist City staff with managing workloads and reviewing highly complex and specialty projects; and

WHEREAS, nine (9) responses were received by the deadline of 5:00 p.m. on April 20, 2023; and

WHEREAS, a three-person evaluation team independently reviewed the proposals according to the criteria specified in RFP No. 005-24, including consultant's staff, experience, references, turnaround, and cost factors; and

WHEREAS, after thorough evaluation of the proposals and the final ranking, the City determined that the final proposal from the top-ranking firm, Interwest Consulting Group, Inc. ("ICGI") best meets the City's requirements; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 17378(b)(5), because it is an administrative government activity that will not result in direct or indirect physical changes in the environment; and

WHEREAS, the fiscal impact of the one-year term is \$235,000, and subsequent 4-year costs are estimated to total \$940,000; and

WHEREAS, sufficient funds are included in the proposed Fiscal Year 2023-24 Annual Budget: Community Development – Building Safety and Public Works – Wastewater Disposal allocations, contingent upon City Council approval; and

WHEREAS, the City Council believes it to be in the best interest of the City to award RFP No. 005-24 to ICGI, and reject all other proposals, as recommended by staff.

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

1. The foregoing recitals are true and correct and are the findings of the City Council.
2. The City Council hereby determines that the Project is exempt under section 15378(b)(5) of CEQA Guidelines.

3. The City Council hereby awards RFP No. 005-24 to ICGI in an amount not to exceed \$235,000 for the initial one-year term, with up to four (4) additional one-year renewal options, and rejects all other proposals.

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

06/15/23 CC Agenda
Reso - RFP 005-24 – ICGI (Plan Review & Inspection Svcs) 061523

CITY OF EL CAJON



MEMORANDUM

DATE: June 13, 2023
TO: Mara Romano, Purchasing Agent
FROM: Anthony Shute, Community Development Director
SUBJECT: RECOMMENDATION TO AWARD – RFP No.005-24 – Plan Review & Inspection Services

The City of El Cajon received nine proposals for the above referenced Request for Proposal (RFP). The selection committee, comprised of personnel from the Community Development Department and Public Works, independently scored each proposal on the evaluation form included in RFP No. 005-24. The proposal evaluation form is based on a weighted scale with criteria including: 1. Conflict of Interest, 2. Quality of Staff, 3. Credentials and experience, 4. References, 5. Turnaround Times, and 6. Cost of equipment and services, with a possible weighted average score of 100 points.

The weighted scores for Plan Review & Inspection Services (RFP No. 005-24) after initial evaluations resulted in the following ranking:

Vendor	Total Weighted Average Score
INTERWEST CONSULTING GROUP, INC.	96.00
BPR CONSULTING GROUP, LLC	81.50
BUREAU VERITAS NORTH AMERICA, INC.	81.33
TRUE NORTH AMERICAN COMPLIANCE SERVICES, INC.	80.67
SHUMS CODA ASSOCIATES, INC.	79.50
THE CODE GROUP, INC. dba VCA CODE	78.50
4LEAF, INC.	78.00
WILDAN	76.33
CSG CONSULTANTS, INC.	75.50

Following this determination, Interwest Consulting Group, Inc. was asked to provide a Best and Final Offer (BAFO) for the Exceptions portion of their proposal.

Recommendation:

After reviewing proposals and cost proposals, the selection committee recommends that the City of El Cajon enter into a contract with Interwest Consulting Group, Inc. for an initial one-year term with options to renew for four additional one-year terms. The cost of the initial one-year term will be in the not to exceed amount of \$285,000. The subsequent four-year costs are estimated to total \$940,000.

Breakdown of 4 year costs:

Renewal Option 1: \$235,000

Renewal Option 2: \$235,000

Renewal Option 3: \$235,000

Renewal Option 4: \$235,000

Submitted and Authorized by:



Anthony Shute, Community Development Director



City Council Agenda Report

Agenda Item 7.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Street Sweeping Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt pursuant to section 15301(c) of the CEQA Guidelines; and
2. Adopts the next Resolution, in order, to authorize the City Manager, in accordance with El Cajon Municipal Code section 3.20.010 (C) (6), to execute an agreement with SCA of CA, LLC for the procurement of street sweeping services in the not-to-exceed amount of \$516,731.70 for the initial one-year term with two optional one-year renewals.

BACKGROUND:

Street Sweeping Services include street sweeping, parking lot sweeping, and other similar sweeping activities required to maintain City streets and parking lots in a safe and attractive condition.

Cooperative purchasing programs leverage the purchasing power of public entities and allow the savings of time and money. Sourcewell, a national cooperative procurement organization, awarded a competitively bid contract for Facilities Maintenance Services to Sweep America Intermediate Holdings, LLC (SAIHLLC) valid through August 5, 2025 with an optional one-year renewal at the end of the 2025 term. The services for the City will be performed by SCA of CA, LLC, a local subsidiary entity of SAIHLLC.

The proposed increase in fee is from approximately \$410,000 to an estimated \$516,732. The increase is due to several factors:

- inflationary costs have impacted SCA's costs,
- staff proposes to add additional services (sweeping medians and increasing the number of emergency call outs), and
- the continued impact of State law requiring street sweeping contractors and cities to pay prevailing wage for the service.

These increases in costs have resulted in staff to begin an analysis of bringing street sweeping in-house. As some of the advantages that existed when the City contracted out this service have now been taken away, staff is performing a cost analysis to determine if in the future the City would reduce expenditures by purchasing sweeping equipment and hiring staff to perform this required municipal service.

Staff recommends this purchase be made from SCA of CA, LLC in accordance with Sourcewell Contract No. 062421-SWP and as an exception to the City's competitive bidding requirement, pursuant to Municipal Code 3.20.010 (C) (6).

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Street Sweeping Services is exempt in accordance with California Environmental Quality Act (CEQA) Guidelines section 15301(c). CEQA Guidelines section 15301(c) includes the maintenance of existing streets.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$516,731.70. Sufficient funds are included in the adopted Fiscal Year 2023-24 Public Works Wastewater (650740) budget. Subsequent 2-year costs are estimated to total \$1,100,900.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ____-23

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EL CAJON APPROVING THE
PROCUREMENT OF STREET SWEEPING SERVICES
AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT

WHEREAS, the City of El Cajon (the "City") has entered into a cooperative purchasing program with Sourcewell, a national cooperative procurement organization, awarded a competitively bid contract for Facilities Maintenance Services ("Sourcewell Contract No. 062421-SWP") to Sweep America Intermediate Holdings, LLC ("SAIHLLC") valid through August 5; and

WHEREAS, cooperative purchasing programs leverage the purchasing power of public entities and allow the savings of time and money; and

WHEREAS, the City requires services, to include street sweeping, parking lot sweeping, and other similar sweeping activities in order to maintain City streets and parking lots in a safe and attractive condition, which can be performed by SCA of CA, LLC, a subsidiary entity of SAIHLLC, valid through August 5, 2025 with an optional one-year renewal at the end of the 2025 term; and

WHEREAS, staff recommends that the City Council authorize the City Manager or designee to waive bidding requirements in accordance with El Cajon Municipal Code ("ECMC") section 3.20.010(C)(6), and to execute an Agreement for Street Sweeping Services (the "Agreement") with SCA of CA, LLC in accordance with Sourcewell Contract No. 062421-SWP; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(C), which includes the maintenance of existing streets; and

WHEREAS, the fiscal impact of this procurement for the initial one-year period is the not-to-exceed amount of \$516,731.70, with two optional one-year renewals at the estimated total cost of \$1,100,900; and

WHEREAS, sufficient funds are included in the adopted Fiscal Year 2023-24 Public Works Wastewater budget; and

WHEREAS, the City Council believes it to be in the City's best interest to waive the bidding requirements and enter into the Agreement with SCA of CA, LLC.

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

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

2. The Project is exempt from CEQA pursuant to CEQA Guidelines section 15301(C), which includes the maintenance of existing streets.

3. The City Council hereby authorizes the City to waive bidding requirements in accordance with ECMC section 3.20.010(C)(6), and approves entering into the Agreement with SCA of CA, LLC for the not-to-exceed amount of \$516,731.70.

4. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to execute the Agreement, with any such changes and refinements as may be necessary and approved by the City Manager.

5. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute any subsequent amendments to the Agreement, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

06/27/2023 CC Agenda

Reso – Approve Agreement with SCA of CA (Street Sweeping)(CEQA exempt)(waive bid req) 061623



City Council
Agenda Report

Agenda Item 8.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Public of Works
SUBJECT: Continuation of Wells Park Restroom Emergency Declaration

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Wells Park restroom conditions.

BACKGROUND:

On March 28, 2023, the City Council approved an emergency declaration for Wells Park restroom conditions to safeguard public health and safety. The work completed since the continued emergency declaration on June 13, 2023, includes the installation of four powder-coated iron gates, paint and stucco, and refurbishing of existing stainless steel toilets and sinks. Materials on order with no timetable for delivery are the standing metal seam roofing panels and expanded metal mesh for skylight openings. Light fixtures (18) are expected to arrive the week of June 26th. An update on outstanding materials will be provided at the next City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the requirements of CEQA pursuant to section 15269(b) (Emergency Projects) of the CEQA guidelines.

FISCAL IMPACT:

On March 28, 2023, the City Council considered the use of \$250,000 of American Rescue Plan Act (ARPA) funding for the emergency repairs of this facility.

Prepared By: Senan Kachi, Associate Engineer

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
PROCLAIMING THE CONTINUATION OF EMERGENCY FOR
WELLS PARK RESTROOM REPAIRS

WHEREAS, the El Cajon City Council ("City Council") is authorized under section 8630 of the California Government Code to proclaim the existence of a local emergency when conditions exist within the jurisdiction of the City of El Cajon (the "City") which pose an extreme peril to public health, safety and life; and

WHEREAS, section 8.08.060 of the El Cajon Municipal Code ("ECMC") empowers the City Council to proclaim a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 22, 2023, the City Manager proclaimed the existence of an emergency due to ongoing vandalism and deteriorating conditions of the restrooms at Wells Park that have resulted in extensive damage to the facilities, making the only restroom facilities available to the public patronizing the park unusable, unavailable, and unsafe, which proclamation was ratified by the City Council on March 28, 2023 and April 11, 2023; and

WHEREAS, because the emergency work to repair the Wells Park restrooms is not completed, it is necessary for the City Council to again ratify the City Manager's proclamation of emergency for the Wells Park restroom conditions on March 22, 2023, as ratified by the City Council on March 28, 2023, by Resolution No. 017-23; on April 11, 2023, by Resolution No. 022-23; on April 25, 2023, by Resolution No. 023-23; on May 9, 2023, by Resolution No. 028-23; on May 23, 2023, by Resolution No. 037-23; and on June 13, 2023 by Resolution No. 046-23.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 022-23, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act ("CEQA") Guidelines, and authorized staff to file a notice of exemption for this emergency project.
3. That the City Council hereby proclaims the continuation of the local emergency for restroom repairs at Wells Park.
4. That the local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of El Cajon.



City Council
Agenda Report

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Vehicle Outfitting Services

RECOMMENDATION:

That the City Council:

1. Determines that the procurement of vehicles and maintenance service is exempt as a non-project in accordance with CEQA section 15378(b)(5); and
2. Adopts the next Resolution, in order, to award a contract to AEP California, LLC (AEP) for Vehicle Outfitting Services in the estimated amount of \$520,800 for the initial one-year term, with four additional one-year renewal options.

BACKGROUND:

On June 13, 2023, the City Council approved the procurement for the abovementioned services for City vehicles.

The Public Works Department submitted the attached memorandum dated June 12, 2023 with justification for the sole source procurement. The request has been reviewed by the Purchasing Division and determined to be in the City's best interest.

As a result, this purchase is recommended as an exception to the City's competitive bidding requirement pursuant to ECMC section 3.20.010(C)(5), finding that: "The bidding procedures of this chapter may be waived, and an open market purchase pursuant to section 3.20.110 of this chapter may be authorized for all expenditures not involving a public project when the commodity or service can be obtained from only one source." Staff recommends this purchase be made from AEP as being in the best interest of the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Vehicle Outfitting Services being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

The fiscal impact for the initial one-year term is \$520,800. Sufficient funds are available for this service in Fiscal Year 2023-24 Annual Budget: Public Works Vehicle Replacement/Vehicle Improvements Maintenance (606595). Subsequent 4-year costs are estimated to total \$1,500,000.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Public Works Department Memo

RESOLUTION NO. __-23

RESOLUTION AWARDING CONTRACT FOR
VEHICLE OUTFITTING SERVICES

WHEREAS, the Public Works Department has requested a sole-source purchase from AEP California, LLC ("AEP"), a Soncell NA Company, as AEP is the only authorized Exemplary Distributor to sell SoundOff Signal products and Blueprint Logic Control Systems, and has completed the SoundOff Central Blueprint ("SOCB") Training in the San Diego area for the software that controls all electrical, programming, and functionality features in the police vehicles, which enables customization of vehicles depending on the agency's needs; and

WHEREAS, the vehicles used by the City's Police Department require the installation of the above-mentioned specialized equipment and Patrol Power (a Soncell NA Company) emergency products, as well as other non-specialized products; and

WHEREAS, the initial term of the contract is for one (1) year, and includes an option to renew the contract for four (4) additional one-year terms; and

WHEREAS, sufficient funds are included in the Fiscal Year 2023-24 Annual Budget: Public Works Vehicle Replacement/Vehicle Improvements Maintenance fund in a not-to-exceed amount of \$520,800 for the first year, with estimated subsequent annual costs not to exceed \$375,000 for the additional four years, for a cumulative total compensation not to exceed \$2,020,800; and

WHEREAS, the sole source request has been reviewed by the Public Works Department and determined to be in the best interest of the City, and staff recommends this procurement as an exception to the City's competitive bidding requirement, pursuant to El Cajon Municipal Code section 3.20.010 (C) (5); and

WHEREAS, the City Council believes it to be in the City's best interest to execute a sole source contract with AEP in the estimated amount of \$520,800 for the initial one-year term, with four additional one-year renewal options, with an estimated total compensation amount of \$2,020,800 in the aggregate.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves entering into a sole-source contract with AEP-California, LLC for the Services, for an initial one-year term in the estimated amount of \$520,800, and with the option to extend for four (4) additional one-year terms for a total aggregate amount of \$2,020,800.
3. The Mayor and City Clerk are hereby authorized and directed to execute a contract for said Services on behalf of the City of El Cajon.

06/27/23 CC Agenda

Reso – Contract Award (sole source) for Vehicle Outfitting Services (AEP-California) 062023



INTERNAL MEMO

To: Mara Anna Romano, Purchasing Agent From:
Monica Martinez, Sr. Management Analyst Via:
Mike James, Deputy Director of Public Works Date:
June 12, 2023
Re: Sole-Source Purchase Recommendation

The Public Works Department is requesting a sole source purchase for vehicle outfitting services from AEP California, LLC (AEP) a Soncell NA Company.

Outfitting services are required for purchased replacement vehicles for all City departments, in particular, police vehicles. The City has contracted with AEP for over twenty years and in the last ten years, AEP has been outfitting the Police Department's vehicles.

Approximately ten patrol officers, who would be driving the new police vehicles, toured the AEP facility to see how the installs are completed and provided input on the placement of items that each officer prefers. AEP's experience working in the industry, and specific knowledge gained from working with the City, have created a uniquely qualified company that will provide the desired service/product to the City.

AEP is the only authorized Exemplary Distributor to sell SoundOff Signal products and Blueprint Logic Control Systems and completed the Sound Off Central Blueprint (SOCB) Training in the San Diego area. The SOCB is the software that controls all electrical, programming, and functionality features in the police vehicles, enabling AEP to customize vehicles depending on the agency's needs.

The Police Department's vehicles require the installation of the above mentioned specialized equipment and Patrol Power (a Soncell NA Company) emergency products (list attached), as well as, other non-specialized products.

The proximity of AEP to the City of El Cajon (less than five miles) allows for short turnaround times when vehicles must be dropped off/picked up for services. In addition, if the vendor is located outside of San Diego, costs associated with City staff driving the vehicles back and forth would increase exponentially.

Sufficient funds are included in the Fiscal Year 2023-24 Vehicle Equipment and Replacement/Improvement fund in a not-to-exceed amount of \$520,800 with estimated subsequent four years costs not to exceed \$1,500,000:

- FY2024-25 - \$375,000
- FY2025-26 - \$375,000
- FY2026-27 - \$375,000
- FY2027-28 - \$375,000

Should any additional information or questions be required, please contact me.



Yazmin Arellano
Director of Public Works

Attachments:

- 1) Parts Sold and Installed by AEP
- 2) SoundOff Signal Letter

PARTS SOLD AND INSTALLED BY AEP

Vendor	Part Number	Description
AEP	2148	RJ45 Cat5 Control Head Cable, Yellow, 14'
AEP	11010	DC Power Port
AEP	11011	DC Power Port Cap
AEP	AEP-CW-IDLE	Switch, Idle Security, Off-On
AEP	AEP-LABEL-CARGO-DOME	Switch Label Plaque, "Cargo Dome, Door-Off"
AEP	AEP-SW-DOME1	Switch, Rear Dome Light, On-Off-On (On-Door-Off)
AEP	AEP-SW-DOME3	Switch, Rear Dome Light, Color Select, On-On (Red-White)
AEP	AEP-SW-FAN	Switch, K9 Fan Over-Ride
AEP	B07PPLK8L4	RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP
AEP	B08DD4BH6G	USB C & USB A Dual Port Car Charger Socket Power Outlet
AEP	SUM-G4901S	10" Electric Cooling Fan, Push/Pull, 666 CFM
Patrol Power	COVP-PIUBP-KIT	Covert Patrol for use with FasTech Harness, Ford Utility
Patrol Power	FT-F01-SOB5-LFT-01	Liftgate Harness, bluePRINT 500 w/3-Wire, 20+ Utility
Patrol Power	FT-F01-SOB5-PRI-02	Primary Harness, bluePRINT 500 w/3-Wire, 20+ Utility
Patrol Power	FT-F01-SOB5-SPO-01	Spoiler Harness for Interior Lightbar, bluePRINT 500 w/3-Wire, 20+ Utility
Patrol Power	FT-F01-SOB5-SPO-02	2-Mod Spoiler Harness, bluePRINT 500 w/3-Wire, 20+ Utility
Patrol Power	FT-F01-SOB5-UND-02	Underhood Harness, bluePRINT 500 w/3-Wire, 20+ Utility
Patrol Power	FT-UNV-SOB5-3WR-02	bluePRINT 500 w/3-Wire LED Extension Single (Mirror), Universal
Patrol Power	FT-UNV-SOB5-BUM-02	Bumper Harness, bluePRINT 500 w/3-Wire Dual, Universal
Patrol Power	FT-UNV-SOB5-PRI-02	"Octopus" Universal Under-Cover Harness for SoundOff 500-Series
Patrol Power	FT-UNV-SOB5-SPK-01	Speaker Harness, SoundOff, Universal (Speakers on push bumper)
Patrol Power	GRKXX6B6X238	Gun Rack, Dual, K9 Kennel Mount, SC6-B/SC-6, #2 (UPR / 40mm Launcher)
Patrol Power	GRPXX6B6X232	Gun Rack, Dual, Partition Mount, SC6-B/SC-6, #2 (UPR / 40mm Launcher)
Patrol Power	GUNMARTDPGRDBOM	AR-15 Takedown Pin Guard
Patrol Power	GUNMGRAFLB1	Flashlight Bracket for Streamlight Charger
Patrol Power	PIU20-CARGO-GUARD-K9	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Havis K9 Kennel
Patrol Power	PIU20-CARGO-GUARD-SET	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Setina 12VS
Patrol Power	PIU20-CARGO-RAIL	Option for Cargo Guard Top Organizer with Adjustable Divider
Patrol Power	PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility
Patrol Power	PIU20-OVRHDMT	Overhead Control Head Mounting Bracket, 2020+ Utility
Patrol Power	PIU20-RADIO-001	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility
Patrol Power	UNISPKBRKT	Universal No-Drill Speaker Mounting Bracket



PO Box 206
3900 Central Parkway
Hudsonville, MI 49426
toll free 800.338.7337
office 616.896.7100
office fax 616.896.1226
order fax 616.896.1286

To Whom It May Concern:

This is an authorized letter from SoundOff Signal stating that AEP California is the only authorized Exemplary Distributor of our products in the San Diego area. In addition to being an authorized Exemplary Distributor they are also the only Exemplary Distributor authorized to sell blueprint in the San Diego area.

Should you have any questions you can contact Matt Blanc at 480.291.2050 or mblanc@soundoffsignal.com.

Thank you,

A handwritten signature in black ink, appearing to read "M-Blanc", written over a light gray background.

Matt Blanc
Western Regional Sales Manager

www.soundoffsignal.com

Manufacturer of Emergency, Bus & Commercial Vehicle Safety Products



City Council
Agenda Report

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Parkway Plaza Discussion

RECOMMENDATION:

That the City Council receives the report regarding Parkway Plaza and provides feedback and direction.

BACKGROUND:

Parkway Plaza, the largest indoor mall in San Diego County, opened in 1972. The mall has evolved over time and ownership of the mall's main area has recently changed. Parkway Plaza presents a tremendous economic development opportunity and has been a City Council priority. The 2023 City Council Action Plan includes Parkway Plaza as one of its priorities: "With community input, develop a re-envisioned Parkway Plaza development plan and present it to the current owners and development community."

One task associated with the Council's goal is to receive a report on the San Diego State capstone project that focused on Parkway Plaza. The capstone project, completed by four recently graduated MPA students, was presented on SDSU's campus and made available to City staff. One purpose of this agenda item is to provide a summary of the SDSU report.

In addition to the capstone project summary, staff intends to share three examples of mall revitalizations to illustrate possibilities at Parkway Plaza, with the understanding that the City has no ownership in the property nor the ability to require revitalization. After providing examples of redevelopment projects, staff will solicit feedback from the City Council on possible concepts and will share proposed next steps for consideration and direction.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Discussion of redevelopment concepts for Parkway Plaza and next steps is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process. Further, the existing Mixed-Use overlay zone at Parkway Plaza was analyzed under Program Environmental Impact Report (EIR) State Clearing House No. 2016031030.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A



City Council
Agenda Report

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Summary of Town Hall Meetings Focusing on Homelessness

RECOMMENDATION:

That the City Council receives and discusses the findings of the Homeless Town Hall Meetings.

BACKGROUND:

The purpose of this agenda item is to present a report on the findings from the four town hall meetings held in April and May 2023. This report serves as a precursor to the semi-annual homeless program report scheduled for either July 11th or 25th. The information collected in this report will aid the City Council in considering any necessary changes to the current programs being administered by the City.

Overview

On April 4th, April 15th, April 26th, and May 4th, the City Council held four town hall meetings across the city. These town halls had four primary objectives. Firstly, they provided an opportunity to share the City's efforts in addressing homelessness and shed light on the challenges faced. Secondly, they encouraged community members to actively participate in developing potential solutions through facilitated small group discussions. Thirdly, community members were given the chance to ask questions to the City Council and staff. Lastly, the town halls aimed to gauge whether the existing programs aligned with the community's expectations.

The town halls garnered a commendable level of attendance, averaging 30 participants per town hall. Staff estimates that approximately 15 to 20 percent of attendees were individuals who had attended more than one session. According to the survey conducted, 78 percent of attendees were residents of El Cajon.

Information Shared

A portion of the town halls involved presentations by the city manager, assistant city manager, police chief, and housing manager. These presentations provided a brief overview of the City's current programs, highlighted successful initiatives in El Cajon, discussed the limitations imposed by state law and local jail policies, and presented relevant data. The purpose of these presentations was to educate attendees and lay the groundwork for the subsequent small group discussions.

To assess the effectiveness of the presentations, staff administered surveys to measure attendees' understanding of the City's programs. Surveys were distributed both before the town

halls began and at the conclusion of each session. The average score for the question "How well is El Cajon addressing homelessness on a scale of 1 to 10?" increased from 5.78 before the meeting to 7.06 at the end—a notable 22 percent improvement.

Ideas Gathered

During the town halls, attendees were divided into smaller groups and prompted to brainstorm on various questions. At the end of the discussion period, the outcomes of these discussions were shared with the larger group and the responses were documented on large notepads. Throughout the series of town halls, the questions evolved to build upon previous discussions. The following are the questions asked at different town halls, along with the prevalent answers:

Ideas the City should consider?

- More shelter options, including safe parking, camping sites, and a day center (all with wrap-around services),
- Encourage more housing development,
- Increase outreach efforts,
- Ban public camping and sleeping in vehicles, and
- Focus on substance addiction and mental health with detox facility and incentives.

Why does the homeless problem grow, despite all the effort?

- Limited shelter options in the region,
- Lack of housing and increasing cost of living,
- Section 8 waitlist,
- Not addressing the root problems of mental illness and drug addiction,
- Permissive drug laws, and
- Early release from prison with no support or safety net.

What can we do for those refusing help?

- Continue to build a relationship with homeless individuals / don't give up,
- Reduce barriers to shelter with a focus on keeping families together,
- Cut off financial support for those refusing help, and
- Address drug addiction.

How would you prioritize homeless-related programs?

1. Mental health/substance abuse facilities,
2. Permanent housing,
3. Day center,
4. Safe parking/camping area, and
5. Another emergency shelter.

- Other: Storage, More Enforcement, and More Outreach.

What does "success" look like/how do we measure "success"?

- Regional parity (in terms of impact and participation),
- Neighborhoods feel safe and look clean,
- See less homeless on the streets, and
- Programs that balance competing interests.

What is the one thing the City should do, do more of, or do less of, to meet the City's needs regarding homelessness?

- Break up illegal encampments,
- Outreach with wrap-around service providers,
- Ensure accountability in how homeless program funds are spent,
- Less blaming,
- Tailored programs for specific needs, and
- Share success stories.

[Asked of service providers] What is the one thing the City does not offer or needs more of, how do we fund it, and how can service agencies help secure funding?

The service provider focus group identified the need for more housing as the number one priority. This group suggested that the housing be permanent, including supportive services, and that the City consider post-World War II tiny homes (single-story homes usually under 1,000 square feet of living area). The group suggested that the City explore state and federal funding, but did not provide specifics. Further, the focus group did not develop a plan of how the service provider industry could help secure funding.

Right Track

One purpose of the town halls was to determine if the programs currently being offered are the types of programs being demanded by residents and other stakeholders in the community. The following are the before and after scores determined through the participant surveys that help measure a few critical items:

Question	Before	After
How significant is the issue of homelessness to you?	9.2	9.3
How important is it that the City help homeless individuals find permanent housing?	8.3	8.8
How important is it that the City clean-up encampments and not allow public camping?	8.1	7.0

As was stated at the town halls, the City's primary focus is securing permanent housing for individuals experiencing homelessness. This strategy was confirmed to be the appropriate approach by those attending the town halls. Also, staff was taken aback by the survey results which indicated that cleaning up encampments was not as high of a priority as anticipated. Considering the community survey conducted in August 2022, the volume of phone calls, and the requests received through email and the My El Cajon mobile phone app, staff acknowledges that the collective opinion of the attendees does not necessarily align with that of the average El Cajon resident.

In addition to the primary focus on developing permanent housing (which falls outside the typical scope of cities), one prominent theme that emerged from the town halls was the need for programs specifically targeting mental illness and substance abuse and addiction. In California, it is the counties that receive state funding for these types of programs. Staff recommends that the City, along with other East County cities, collaborate with the County of San Diego to establish a pilot program that addresses mental illness and substance addiction within the homeless population.

As previously mentioned, the semi-annual homeless program report will be presented to the City Council on either July 11th or 25th, providing an opportune moment to reassess the current course of action based on the findings of the town halls. As a reminder, staff has sent over one hundred invitations to service clubs, faith-based organizations, and school/parent organizations offering to provide similar town hall presentations and solicit additional information from the community.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This is an informational item being considered by the City Council. Therefore, it is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. It is an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A



City Council Agenda Report

Agenda Item 12.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Vince DiMaggio, Assistant City Manager
SUBJECT: An Analysis of the "Camping and Storage of Personal Property in Public Areas" Ordinance from the City of Poway and the "Unsafe Camping Ordinance" from the City of San Diego

RECOMMENDATION:

That the City Council receives the staff report and provides appropriate direction to staff.

BACKGROUND:

In 2018, the Ninth Circuit Court of Appeals ruled in *Martin v. City of Boise* that Boise's ordinance prohibiting homeless individuals from sleeping outside on public property violated the Eighth Amendment to the United States Constitution by punishing an involuntary act, i.e., sleeping outside on public property, if that act is the "unavoidable consequence of the person's status." In essence, cities cannot criminalize homeless people from sleeping outdoors, on public property, when there are no shelter beds available.

The decision created a split among how the various federal Circuit courts interpret this issue. Typically, when two or more Circuit courts are split on adjudicating the constitutionality of a given issue, the United States Supreme Court is often asked to resolve the interpretive conflict. This has yet to occur. Until such time, if any, that the Supreme Court rules on the matter, governments within the Ninth Circuit are obligated to comply with the *Boise* decision.

The *Boise* decision does not prevent cities from regulating other types of behavior such as camping, erecting encampment structures, or blocking the sidewalk.

Over the course of the last several months, the cities of San Diego and Poway have crafted ordinances regulating camping on public property. Both ordinances are very similar and seek to comply with the *Martin v. City of Boise* decision.

This report will provide an overview of both the Poway and San Diego ordinances, as well as compare those ordinances with the existing regulations in the El Cajon Municipal Code.

City of Poway – Camping and Storage of Personal Property in Public Areas Ordinance

The Poway ordinance is divided into two principal sections: camping (including sleeping) in or on public property; and storage of personal property in public areas. The ordinance declares that if no shelter space is available, provisions of the section that prohibit camping on certain

public property will not be enforced – in compliance with the *Boise* ruling.

Poway’s ordinance permits camping only in areas specifically designated for such uses, such as designated campgrounds. For persons found camping or sleeping on public property outside of areas specifically designated as camping areas, the city will progressively enforce the ordinance by first offering shelter placement. If that is refused, the person must leave the location where the unauthorized camping is occurring. Finally, if the person refuses to relocate, a citation or arrest can occur.

The ordinance prohibits – in all cases – unauthorized camping in a city park, regardless of the availability of shelter space. In cases where a person is found camping in a city park, they will be provided with the locations where shelter resources are available, if any, and asked to immediately relocate.

The ordinance also prohibits – in all cases – obstructing public sidewalks by sleeping or storing property in a manner that interferes with the “intended use of the public area.”

The second part of the ordinance deals with personal property that is left unattended on public property. The ordinance mandates that where personal property is found unattended, assuming it is not considered trash, perishable, or dangerous material, the city shall leave notice to the owner “in a prominent place” and that the notice shall include a timeline required for removal of the property. If the timeframe for removal provided by the notice expires, the property can be confiscated, inventoried, and stored by the city for a period of 90 days. If unclaimed after 90 days, the property will be disposed of.

In both the camping/sleeping section and the storage of personal property section, the city goes to great lengths to provide progressive enforcement (offering shelter, providing warnings, noticing, etc.), as well as being respectful of personal property by inventorying it, storing it, and giving the owner a chance to reclaim their property. The ordinance also attempts to fill-in the enforceable gaps left open to enforcement by the *Boise* decision.

The Poway ordinance will have its second reading on July 18, 2023, and will become effective thirty days thereafter.

City of San Diego – Ordinance Regulating Encampments on Public Property

The City of San Diego approved what has become colloquially known as the “unsafe camping” ordinance. It’s an expansive ordinance that amends several areas of the municipal code, although its primary goal is the same as the Poway ordinance; to drive regulatory provisions into the gap left open by the *Boise* decision.

The San Diego ordinance is largely the same as the Poway ordinance. It opens with the provisions for dealing with abandoned personal property. Like the Poway ordinance, San Diego enforcement officials shall make an effort to locate the owner of the property prior to its removal. Abandoned property shall be stored for 90 days, unless it poses a danger or public health risk, in which case it can be destroyed immediately.

The main thrust of the San Diego ordinance is found in § 63.0404 where, also in keeping with the Poway ordinance, the San Diego ordinance sets forth, with specificity, the regulations for encampments (including camping) on public property. No encampments are permitted on any

street, sidewalk, park, beach, waterway, or open space areas. Even if no shelter space is available, the ordinance includes three broadly worded encampment prohibitions that are open to interpretation: 1) when there is “an immediate threat or unreasonable risk of harm to a person”; 2) when there is “an immediate threat or unreasonable risk of harm to public health or safety”; or 3) disruption of vital government services.

Also distinguished from the Poway ordinance are the locational prohibitions of encampments (including individual camping). Again, regardless of the availability of shelter space, encampments are prohibited: 1) within two blocks of a school; 2) within two blocks of a shelter; 3) in any open space, waterway, or banks of a waterway; 3) within any transit hub or trolley platform; and 4) in any park where signs are posted prohibiting camping. These prohibitions to certain specific locations for encampments seem to be an effort to provide regulations for situations that the *Boise* decision was silent on. Whether these prohibitions will provide a foundation on which to build a legal challenge has yet to be seen.

El Cajon Ordinance

The El Cajon municipal code regulates camping or sleeping on public property in three separate areas; Title 2, Title 9, and Title 12. The bifurcation of the various regulations is due to the fact that various ordinance changes came about over time in response to specific instances that the City Council wanted to regulate.

For example, § 12.08.010 of Title 12 (Streets and Highways) includes the language: “No person shall use or occupy any part of a public sidewalk, street or alley for any purpose other than normal pedestrian or vehicular traffic...” While the section does not mention encampments or camping, those are uses that are inconsistent with normal pedestrian or vehicular uses of those facilities.

Additionally, § 2.56.030 states: “No person shall do any of the following acts within the premises of any city park or city playground: (T) obstruct the free travel of vehicles or pedestrians on any road, avenue, walk or path; (X) camp, lodge or sleep overnight, or between the hours of ten-thirty p.m. and seven a.m.”

Lastly, El Cajon has its own location-based prohibitions in § 9.36.010 that applies to the area known as the “Superblock” that includes the Civic Center, Judson Park, and Prescott Promenade, which states: “It is unlawful for any person to camp, lodge or sleep within any public facility or upon any public grounds in” the Superblock.

Section 9.36.020 and Section 9.36.025 expand the sleeping and camping prohibitions to all city property, citywide.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The discussion of two local cities' recently adopted camping ban ordinances, and City Council direction to staff is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process.

Prepared By: Vince DiMaggio, Assistant City Manager

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Michael James, Deputy Director of Public Works - Operations
SUBJECT: Review Third Party Contractors Providing City Beautification Services

RECOMMENDATION:

That the City Council receives the report and provides feedback and/or direction to staff.

BACKGROUND:

In January 2023, the City Council established its Action Plan for Fiscal Year 2023-2024 (FY 23-24). One of the Action Plan's goals directed staff to review third party contractors that provide City beautification services to the City. This goal and subsequent tasks were included as a part of the overall goal of City beautification shown in the table below.

Goal/Outcome	Milestones/Tasks	Deadline
Review Third Party Contractors Complete a review of third party contractors that provide City beautification services to the City.	Review contracts of contractors that perform outsourced services for downtown clean up, Citywide clean up, graffiti removal, bus shelter maintenance, and emptying public trash receptacles, etc. and provide a report to the City Council.	June 2023

The remaining portions of this agenda report will explain:

- who the third-party contractors are,
- information about each contractor,
- summarize staff's observations when evaluating performance,
- provide an overview of any changes that have been made to the level of service as well as the contract itself, and
- conclude with staff's recommendations to maintain or improve the level of service.

Discussion:

There are nine contracts related to beautification services in the City that include downtown clean-up, right-of-way maintenance, power washing, street sweeping, emptying public trash receptacles, citywide clean-up, graffiti removal, bus shelter clean-up, and tree maintenance. These contracts are provided by six contractors. Each contractors is listed below with a summary of the task, scope of work, costs, and contract terms.

Contractor: East County Transition Living Center (ECTLC) via an agreement between the City and Downtown El Cajon Business Partners (Partners)

Task: Downtown Clean Up.

Scope of Work: The Partners provide environmental and economic enhancement services and activities within the Property-Based Business Improvement District (PBID). The environmental enhancements include improving the aesthetics of the Downtown area by reducing graffiti, cleaning the Promenade area and streets, power washing bus stops in the area, and working effectively with law enforcement to reduce any public nuisance.

Cost and Term: In the Partners annual report, dated October 15, 2022, \$245,000 was budgeted for Environmental Enhancements in FY 2022-23. The memorandum of understanding with ECTLC has a monthly budget of \$8,500, or \$105,000 annually. The term of the MOU is open unless terminated by either party upon 60-days prior written notice to the other party.

Responsible Department: City Manager / Public Works

Contractor: GeoCal Environmental Management and Landscaping

Task: Herbicide Application in the Public Right-of-Way & Stormwater Conveyances (Various Locations)

Scope of Work: Provides a comprehensive annual herbicide application / weed abatement program on streets, alleys, bike paths, pedestrian walkways/access to schools and other areas. Also included are storm water conveyances / channels as well as some of the lined brow ditches.

Cost and Term: Annual cost of \$104,000. The agreement is in its first year and may be renewed for four additional years.

Contractor: GeoCal Environmental Management and Landscaping

Task: Median and Right-of-Way Maintenance.

Scope of Work: Performs maintenance on the street pop outs, sidewalk planter areas and center island medians.

Cost and Term: Annual cost of \$111,000. The agreement is in its second year and may be renewed for three additional years.

Contractor: Sweeping Corps of America (former contractor) - now performed as needed by Public Works staff

Task: Bus Shelter Maintenance (*Power Washing*)

Scope of Work: Performs weekly power washing services at 103 bus stops, out of 164 total stops in the City. Work was done in the early morning hours and involved a hot water pressure washer to remove dirt and debris from the ground around a bus shelter and from the bus stop infrastructure as needed. Power washing services were performed once every three months.

Cost and Term: Previous one-year cost was \$22,000. The agreement was not renewed because the contractor requested a 200% cost increase.

Responsible Department: Public Works

Contractor: Sweeping Corps of America

Task: Street Sweeping

Scope of Work: Provide citywide street sweeping services to city streets, parking lots, emergency sweeping call outs, and special sweeping services.

Cost and Term: Annual cost of \$524,000. The agreement is in its first year and may be renewed annually depending on the referenced cooperative purchasing agreement.

Responsible Department: Public Works

Contractor: St. Madeleine Sophie's Center (St. Madeleine) supplemented by Public Works staff

Task: Emptying Public Trash Receptacles

Scope of Work: Remove trash from 89 receptacles located throughout the City. St. Madeleine empties the trash receptacles at bus stops with shelters two times per week and bus stops without shelters once per week. All trash is disposed of at the Public Works Operations Yard. St. Madeleine is contractually obligated to provide two teams of four people to do this work.

Cost and Term: Annual cost of \$72,000. The agreement is in its first year and may be renewed for four additional years.

Contractor: Urban Corps of San Diego County supplemented by Public Works staff

Task: City-wide Clean-Up

Scope of Work: Provides weekday cleanup of all illegally dumped debris reported through the My El Cajon app.

Cost and Term: Annual cost of \$113,000. The agreement is in its second year and may be renewed for three additional years.

Responsible Department: Public Works.

Contractor: Urban Corps of San Diego County.

Task: Graffiti Removal

Scope of Work: Provides weekday graffiti mitigation responses to MyEICajon app service requests and proactively canvasses high-frequency graffiti areas. There is a series of steps to remove graffiti by using a cleaning solution to paint the affected area with a close matching color.

Cost and Term: Annual cost of \$151,000. The agreement is in its second year and may be renewed for three additional years.

Responsible Department: Community Development.

Contractor: West Cost Arborist



Task: Tree Maintenance in City Parks and Right of Way.






Scope of Work: Tree trimming and tree maintenance services citywide.

Cost and Term: Annual cost of \$360,000. The agreement is in its second year and may be renewed for two additional years.



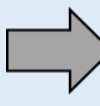


During this fiscal year, staff reached out to each contractor to discuss performance expectations. Specifically, how expectations met or did not meet staff's expectations. In the following two tables, staff compared the level of service before and after the follow-up meetings were held.

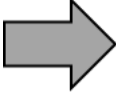

PRE-MEETING OBSERVATIONS

Service	Contractor	Observations	Staff Rating
Bus Shelter Power Washing	SCA (former) / City Staff (current)	<ul style="list-style-type: none"> - Not timely. - Not thorough. - Unable to complete the contract work. - Significant cost increase. <p>*****</p> <ul style="list-style-type: none"> + Institutional knowledge. + Expenditure savings. <p style="text-align: right;">- City workflow impact.</p>	
Citywide Clean Up	Urban Corps of San Diego	<ul style="list-style-type: none"> + Very responsive. + MyEICajon app use is extensive. 	

Downtown PBID	PBID Clean Up	+ Trying to meet needs. - Not thorough. - Missed locations. - Unresponsive. - Equipment Failures.	
Emptying Public Trash Receptacles	St. Madeleine	+ Trying to meet needs. - Not thorough. - Missed locations. - Unresponsive and not doing the work.	
Graffiti Removal	Urban Corps of San Diego	+ Very responsive. + MyEICajonApp use is extensive. - Limited color match.	
Street Sweeping	SCA	- Missed sweeping days. - Missed sweeping locations. - Inefficient sweeping practices. - Unresponsive to inquiries.	
Tree Maintenance	WCA	+ Very responsive. + Knowledgeable and industry leader. + Supportive of city staff's inquiries.	

POST-MEETING OBSERVATIONS

Service	Contractor	Observations	Staff Rating
Bus Shelter Power Washing	City Staff	+ Responsive. + Institutional knowledge. + Expenditure savings. - City workflow impact. - Reactive response.	
Citywide Clean Up	Urban Corps of San Diego	+ Monitors MyEICajonApp frequently. + Responsive to staff inquiries. + Continues to perform well.	
Downtown PBID	Downtown Clean Up	+ Assigned full-time staff for QA/QC. + Quick reaction to feedback & calls. - Power washing is still a concern. - Cleaning problem areas are still a concern.	
Emptying Public Trash Receptacles	St. Madeleine	+ Timelier with pickups. + Responsive to calls for service / concerns. + Understands the routes and staff expectations.	
Graffiti Removal	Urban Corps of San Diego	+ Continues to perform well. + Aware of the color matching requirement.	

Street Sweeping	SCA	+ Responsive to calls for service. + Understands service needs. + Communicates regularly with staff. - Missed sweeping days. - Missed sweeping locations. - Inefficient sweeping practices.	
Tree Maintenance	WCA	+ Very responsive. + Knowledgeable and industry leader. + Supportive of city staff's inquiries.	

Recommended Actions:

Overall, the level of service provided by each contractor has been good and during instances when services were substandard, they improved. During the past year, there were noticeable increases in responsiveness to City staff inquiries as well as noticeable improvements to the work done. Yet, there are areas that staff believe can be improved. With that in mind, the following recommendations are presented to the City Council to provide feedback to staff.

1. **Schedule Frequent Meetings:** It is important to maintain positive and frequent communication with each contractor. To that end, staff will work with each contractor to meet as frequently as needed to ensure the desired level of service is being provided. These meetings may occur as frequently as daily/weekly and no less than once per quarter.

2. **Focus on Timely Communication:** Create a streamlined approach to sharing concerns from city staff observations with the contractor and vice versa. This could include MyEICajon app (which some contractors already use) and emails/texts with photographs and locations. This recommendation aims to increase the quality of communication between both parties and foster a faster response that promotes what is going well and to mitigates what is not.

3. **Consider Alternative Actions:** There are two alternative actions that staff recommends evaluating to increase the level of service to beautify the City: 1) Seek different contractors to provide the services, or 2) Perform the services in house. To further expand on these ideas, additional information is provided below:

a. **Bus Stop Ownership/Maintenance:** Consider forming a contractual relationship with San Diego Metropolitan Transit System (MTS) to assume control of the bus shelter infrastructure. If approved, the maintenance and ownership of selected bus stops in the City will be transferred to MTS. Of the total 164 bus stops in the City, approximately 1/3 (or 54) have been identified for immediate transfer to MTS. 1/3 has been identified as needing minor improvements in order to make each stop available to MTS infrastructure. Lastly, the remaining 1/3 have been identified as needing major construction improvements in order to make each stop available to MTS infrastructure . The end state with this alternative is to assign the maintenance and ownership of as many bus stops from City to MTS.

Question: Does the City Council want staff to discuss this process with MTS and return with a plan moving forward?

Tentative Date with Additional Information: October 2023.

b. *Power Washing*: Similar to the contract work done by SCA, this work can be packaged and advertised for public bidding. The scope of work may include all bus stops in the City, frequent “hotspots” that are stained or soiled, power-washing areas in the PBID, and a contingency for on-call power washing services as needed. Staff does not have a recent estimate for performing this work via contract. Based on past costs, staff estimates that this work may cost up to \$75,000 annually.

Alternatively, staff could do this work in-house if staff were increased by two positions. In addition to power washing bus stops, hotspots, and assisting with the PBID power washing, this team could supplement the existing rapid response team to increase citywide pick up of illegally dumped items submitted through the MyElCajon app requests. The fully burdened cost for two additional employees may equal \$360,000.

Lastly, staff can continue the current practice of responding to calls for service via the MyElCajonApp, MTS calls for service and City employee observations. This option will yield the lowest cost and maintain the existing appearance of the sidewalk, bus shelters, and open concrete space areas.

Question: Does the City Council prefer one of the three options presented for staff to further explore?

Tentative Date with Additional Information: November 2023.

c. *Street Sweeping*: Since 2018, this work has been contracted to Sweeping Corps of America. Currently, the annual cost equals \$524,000. Prior to that, City staff performed all street sweeping services in house. The benefits of contracting sweeping work is a lower overall cost for service and no vehicle/equipment maintenance / fuel costs. The drawbacks include less quality sweeping service, decreased response time to special sweeps or emergency call out sweeping requests (e.g. Police or Fire call for service). An annual estimate for the first year to start an in house sweeping program that includes at least two new staff and two new street sweepers equals \$1.2 million in the first year, with \$505,000 of that amount in staffing, maintenance and fuel costs that will continue as an annual cost each year thereafter.

Question: Does the City Council have a preference between contracting the work or performing the work in house?

Tentative Date with Additional Information: December 2023.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment.

FISCAL IMPACT:

There are no fiscal impacts from this agenda report.

Prepared By: Mike James, Deputy Director of Public Works - Operations

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager



City Council Agenda Report

Agenda Item 14.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Marisol Thorn, Director of Human Resources
SUBJECT: Compensation for Executive and Unrepresented Employees (A-29), City Manager, and City Attorney

RECOMMENDATION:

That the Mayor provides an oral report summarizing recommended changes in compensation for the City's "local agency executives" and, following the report, that the City Council:

1. Approves the changes to City Council Policy A-29 described below and reflected in the attachment; and
2. Adopts the next Resolutions, in order, to approve the amendments to the employment contracts with the city manager and city attorney, and authorizing the Mayor to execute the amendments, substantially in the forms as presented.

BACKGROUND:

City Council Policy A-29 details the compensation for all employees not represented by any of the City's recognized bargaining groups. These employees include all department directors, confidential and other unrepresented management employees, and part-time/seasonal/temporary (PST) employees. Although the city manager and city attorney are not in the A-29 group, these contract employees typically receive the same cost of living increase as employees they supervise.

SB 1436, adopted in 2016, requires that the City Council provide an oral report with a summary of recommendations for a final action on the salaries or compensation of certain "local agency executives." This oral report must be given by the Mayor during the open meeting in which the final action on compensation, salaries, and benefits is to be taken.

A "local agency executive" is defined as those employees of a local agency not subject to the Meyers-Milias-Brown Act and who is either (1) the chief executive officer, deputy or assistant chief executive officer, (2) the head of a department of a local agency, or (3) is employed under a contract with the local agency. For the City, the "local agency executives" subject to SB 1436 include: City Manager, City Attorney, Assistant City Manager, City Clerk, Director of Community Development, Director of Finance/City Treasurer, Director of Human Resources, Director of Information Technologies, Director of Parks and Recreation, Director of Public Works, Fire Chief, and Police Chief.

As recommended, all the employees in this group will receive a general salary increase of 3.5% effective June 24, 2023, the same increase in pay received by their respective municipal employees. The Fire safety employees, Police Recruit and Police Chief will receive a general increase of 5% effective June 24, 2023. Additionally, the Fire safety employees and Police Chief will continue to receive a non-PERSable stipend.

Tuition reimbursement and uniform allowance will be increased, in alignment with the respective bargaining groups.

Educational incentives will be expanded to include additional classifications.

Also, staff recommends that certain classifications receive market adjustments to remain competitive in the job market.

Lastly, all employees in this group will receive an increase to the cafeteria benefit allotment, the same as employees they supervise, effective January 1, 2024.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed changes to City Council Policy A-29 are not a "Project" as defined under section 15378 of the State CEQA Guidelines because it is a governmental fiscal/administrative activity which does not result in a physical change in the environment.

FISCAL IMPACT:

Compensation changes are within settlement authority provided by the City Council and included in the FY 2023-24 budget.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Approve CM 6th Amendment

Reso - Approve CA 8th Amendment

6th Amendment to CM Agreement

8th Amendment to CA Agreement

A-29 Policy

RESOLUTION NO. __-23

RESOLUTION APPROVING SIXTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on April 24, 2018, the City of El Cajon (the "City") and the City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon and Graham Mitchell" (the "Agreement"), which established the terms and conditions for employment as the City Manager for the City, and provides, among other things, benefits and compensation payable to the City Manager; and

WHEREAS, on January 14, 2020, the City Council approved the First Amendment to City Manager Employment Agreement (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective January 1, 2020; and

WHEREAS, on June 23, 2020, the City Council approved the Second Amendment to City Manager Employment Agreement (the "Second Amendment") to increase benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees effective the pay period of June 13, 2020 through June 26, 2020; and

WHEREAS, on June 22, 2021, the City Council approved the Third Amendment to City Manager Employment Agreement (the "Third Amendment") to increase benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees effective the pay period of June 12, 2021 through June 25, 2021, and to extend the one-time benefit of moving expenses if the City Manager were to relocate his household within 15 miles of City Hall to April 24, 2026; and

WHEREAS, on May 10, 2022, the City Council approved the Fourth Amendment to City Manager Employment Agreement (the "Fourth Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective April 13, 2022; and

WHEREAS, on June 14, 2022, the City Council approved the Fifth Amendment to City Manager Employment Agreement (the "Fifth Amendment") to increase benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that became effective the pay period of June 11, 2022 through June 24, 2022; and

WHEREAS, the parties now desire to enter into a Sixth Amendment to City Manager Employment Agreement (the "Sixth Amendment") to increase benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2023, and to provide for an increase of \$20,000 in employer-provided annual contribution to deferred compensation.

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

1. The City Council hereby approves the execution of the Sixth Amendment substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Council.

2. The Mayor and City Clerk are authorized and directed to execute said Sixth Amendment on behalf of the City of El Cajon.

06/27/23 CC Agenda
Reso – Approve 6th Amendment to CM Employment Agmt 061523

RESOLUTION NO. __-23

RESOLUTION APPROVING EIGHTH AMENDMENT TO
CITY ATTORNEY EMPLOYMENT AGREEMENT

WHEREAS, on June 15, 2000, the City Council approved the Agreement Between the City of El Cajon and the El Cajon Redevelopment Agency and McDougal, Love, Eckis, Smith & Boehmer (the "Agreement") for retention of attorneys as the office of the city attorney (the "City Attorney") and general legal counsel; and

WHEREAS, on June 28, 2005, the City Council approved the First Amendment to City Attorney Employment Agreement (the "First Amendment") to memorialize prior increases in compensation and benefits received by the City Attorney, and the hourly rate charged for services set forth in the Agreement; and

WHEREAS, on July 23, 2013, the City Council approved the Second Amendment to City Attorney Employment Agreement (the "Second Amendment") to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that became effective on July 1, 2013; and

WHEREAS, on June 24, 2014, the City Council approved the Third Amendment to City Attorney Employment Agreement (the "Third Amendment") to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that became effective on July 1, 2014; and

WHEREAS, on January 14, 2020, the City Council approved the Fourth Amendment to City Attorney Employment Agreement (the "Fourth Amendment") by and between the City of El Cajon and Morgan L. Foley to more accurately describe the City Attorney's salary as part of his compensation, effective January 1, 2020; and

WHEREAS, on June 23, 2020, the City Council approved the Fifth Amendment to City Attorney Employment Agreement (the "Fifth Amendment") by and between the City of El Cajon and Morgan L. Foley to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that became effective the pay period of June 13, 2020 through June 26, 2020; and

WHEREAS, on June 22, 2021, the City Council approved the Sixth Amendment to City Attorney Employment Agreement (the "Sixth Amendment") by and between the City of El Cajon and Morgan L. Foley to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that became effective the pay period of June 12, 2021 through June 25, 2021; and

WHEREAS, on June 14, 2022, the City Council approved the Seventh Amendment to City Attorney Employment Agreement (the "Seventh Amendment") to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that became effective the pay period of June 11, 2022 through June 24, 2022; and

WHEREAS, the parties now desire to enter into a Eighth Amendment to City Attorney Employment Agreement (the "Eighth Amendment") to increase benefits and compensation to the City Attorney consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2023, following market adjustments and cost of living increases over a two (2) year period.

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

1. The City Council hereby approves the execution of the Eighth Amendment substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Council.

2. The Mayor and City Clerk are authorized and directed to execute said Eighth Amendment on behalf of the City of El Cajon.

06/27/23 CC Agenda

Reso – Approve 8th Amendment to CA Employment Agmt 061523

**SIXTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This SIXTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the _____ day of _____, 2023, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

6. On July 1, 2021, the City and the City Manager instituted that certain "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.

7. On May 10, 2022, the City and the City Manager instituted that certain "Fourth Amendment to City Manager Employment Agreement" (the "Fourth Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective April 13, 2022.

8. On June 14, 2022, the City and the City Manager instituted that certain "Fifth Amendment to City Manager Employment Agreement" (the "Fifth Amendment") to increase

benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective the pay period of June 11, 2022 through June 24, 2022.

9. This "Sixth Amendment to City Manager Employment Agreement" (the "Sixth Amendment") is necessary to increase the cost of living compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2023, and to provide for an increase of \$20,000 in employer provided annual contribution to deferred compensation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2023, shall be \$12,070.20 every two (2) weeks (i.e., bi-weekly).

Section 2. Paragraph (2)(a) of subsection (A) of Section 5 of the Agreement is hereby amended to read as follows:

A. Pensions

(2) Deferred Compensation

(a) Section 457 Plan

The City will make, in equal proportionate amounts each pay period, an annual contribution of \$26,000 into a qualified Section 457 Plan from one of the City approved plans as selected by the City Manager. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

Section 3. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city
and municipal corporation

By _____
Bill Wells, Mayor

By _____
Graham Mitchell

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By _____
Morgan L. Foley, City Attorney

**EIGHTH AMENDMENT TO
CITY ATTORNEY EMPLOYMENT AGREEMENT**

This EIGHTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into effective the _____ day of _____, 2023, by and between McDougal Boehmer Foley Lyon Mitchell & Erickson, a professional corporation, and the undersigned individual attorney, sometimes collectively referred to as "Attorneys," and the City of El Cajon, California, a charter city and municipal corporation of the State of California (the "City"); the City of El Cajon as Successor Agency to the El Cajon Redevelopment Agency (the "Successor Agency"); and the El Cajon Housing Authority (the "Authority") (the City, the Successor Agency and the Authority, hereinafter collectively referred to as the "Client").

RECITALS

1. Attorneys and the Client entered into that certain "Agreement Between the City of El Cajon and the El Cajon Redevelopment Agency and McDougal, Love, Eckis, Smith & Boehmer," dated June 15, 2000 (the "Agreement"), by which the Client and the Attorneys established the terms and conditions for the retention of Attorneys as the office of city attorney and general legal counsel for the Client.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the Attorneys, and the employment of one of the Attorneys, Morgan L. Foley, as the City Attorney and General Counsel for the Client (the "City Attorney").

3. City's City Council has previously approved changes to the compensation payable to the City Attorney under the Agreement, as well as benefits received by the City Attorney.

4. On June 28, 2005, the Client and the Attorneys instituted the "First Amendment to City Attorney Employment Agreement" (the "First Amendment") to approve prior increases in compensation and benefits, and the hourly rate charged by the Attorneys to the Client for those services set forth in Exhibit "A" of the Agreement.

5. On July 26, 2013, the Client and the Attorneys instituted the "Second Amendment to City Attorney Employment Agreement" (the "Second Amendment") to approve an increase in compensation and benefits, and the hourly rate charged by the Attorneys to the Client for those services set forth in Exhibit "C" of the Agreement.

6. On July 1, 2014, the Client and the Attorneys instituted the "Third Amendment to City Attorney Employment Agreement" (the "Third Amendment") to increase the compensation to the City Attorney.

7. On January 1, 2020, the Client and the Attorneys instituted the "Fourth Amendment to City Attorney Employment Agreement" (the "Fourth Amendment") to increase the compensation to the City Attorney.

8. On July 1, 2020, the Client and the Attorneys instituted the "Fifth Amendment to City Attorney Employment Agreement" (the "Fifth Amendment") to increase the compensation to the City Attorney.

9. On July 1, 2021, Client and the Attorneys instituted the "Sixth Amendment to City Attorney Employment Agreement" (the "Sixth Amendment") to increase the compensation to the City Attorney.

10. On June 14, 2022, Client and the Attorneys instituted the "Seventh Amendment to City Attorney Employment Agreement" (the "Seventh Amendment") to increase the compensation to the City Attorney.

11. This "Eighth Amendment to City Attorney Employment Agreement" (the "Eighth Amendment") is necessary to more accurately describe the City Attorney's salary as part of his Compensation in Section V of the Agreement following a market adjustment and cost of living increase over a two (2) year period.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The first paragraph of Section V of the Agreement is hereby amended to read as follows:

V. Compensation. City shall pay to the City Attorney, as salary, effective the first pay period that compensates the City Attorney by paycheck issued on or after July 1, 2023, the sum of \$7,161.33 every two (2) weeks (i.e., bi-weekly). Effective the first pay period that compensates the City Attorney by paycheck issued on or after July 1, 2024, City shall pay to the City Attorney, as salary, the sum of \$7,782.58 every two (2) weeks (i.e., bi-weekly). Said sums shall fully compensate for those duties set forth in Paragraphs A.1 through A.6 of Exhibit "A" ("Attorney Services"). Said sum may be increased by agreement of the City Attorney and the City Council, from time to time, which increases shall be contained in a resolution adopted by the City Council. Said increases may be part of increases granted to all other Department Directors for the City.

Section 2. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh, and this Eighth Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment the day and year first above written.

CITY OF EL CAJON, a charter city and municipal corporation

EL CAJON HOUSING AUTHORITY, a public body corporate and politic

By _____
Bill Wells, Mayor

By _____
Bill Wells, Chair

ATTEST:

ATTEST:

By _____
Angela L. Cortez, CMC, City Clerk

By _____
Angela L. Cortez, CMC, Secretary

CITY OF EL CAJON IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY, a public body corporate and politic

By _____
Bill Wells, Chair

ATTEST:

By _____
Angela L. Cortez, CMC, Secretary

McDOUGAL BOEHMER FOLEY LYON MITCHELL & ERICKSON, a professional corporation

By _____
Steven E. Boehmer, President

Concurrence:

By _____
Morgan L. Foley

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POLICY
A-29

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PURPOSE

To outline in one document the salary and benefits of employees who work in positions not represented by a recognized bargaining group.

A. SALARY – Effective pay period beginning on June 24, 2023

EDUCATIONAL INCENTIVE PROGRAM:

1. Unrepresented Management, Information Technology Specialist, and Senior Accounting Technician are eligible for five percent (5.0%) additional compensation when possessing:
 - Master’s degree directly related to the position with the City, but not required by the classification specification applicable to position; or
 - Current California registration certificate as a Professional Civil or Traffic Engineer which is directly related to the position, but not required by the classification specification applicable to the position; or
 - Current California designation as a Certified Public Accountant, which is directly related to the position, but not required by the classification specification applicable to the position.
2. Fire Division Chief is eligible for two and one half percent (2.5%) additional compensation when possessing an Associate’s degree in Fire Science or a related field, or five percent (5.0%) additional compensation when possessing a Bachelor’s degree in a related field.
3. Information Technology Specialist and Senior Accounting Technician are eligible to receive two and one half percent (2.5%) additional compensation when possessing a Bachelor’s degree directly related to the position with the City, but not required by the classification specification applicable to position. The incentive does not carry over to a classification that already requires a Bachelor’s degree, but will be used in determining the promotional rate to the new classification.

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EXECUTIVE MANAGEMENT SALARIES TO BE PAID AT EQUIVALENT HOURLY PAY RATES:

CLASSIFICATION	1	2	3	4	5
Assistant City Manager	\$104.9801	\$110.2291	\$115.7405	\$121.5275	\$127.6039
City Clerk	\$ 63.6432	\$ 66.8254	\$ 70.1667	\$ 73.6750	\$ 77.3588
Director of Community Development	\$ 86.1141	\$ 90.4198	\$ 94.9408	\$ 99.6878	\$104.6721
Director of Finance/City Treasurer	\$ 83.6537	\$ 87.8363	\$ 92.2281	\$ 96.8396	\$101.6815
Director of Human Resources	\$ 83.6037	\$ 87.7838	\$ 92.1731	\$ 96.7817	\$101.6208
Director of Information Technology	\$ 81.4156	\$ 85.4863	\$ 89.7607	\$ 94.2487	\$ 98.9611
Director of Parks and Recreation	\$ 84.0472	\$ 88.2496	\$ 92.6621	\$ 97.2952	\$102.1600
Director of Public Works	\$ 86.2704	\$ 90.5839	\$ 95.1131	\$ 99.8687	\$104.8623
Fire Chief	\$ 96.2745	\$101.0882	\$106.1426	\$111.4497	\$117.0222
Police Chief	\$117.8835	\$123.7777	\$129.9666	\$136.4649	\$143.2881

UNREPRESENTED MANAGEMENT SALARIES TO BE PAID AT EQUIVALENT HOULY PAY RATES:

CLASSIFICATION	1	2	3	4	5
Administrative Analyst (City Manager/Human Resources)	\$35.5017	\$37.2769	\$39.1406	\$41.0976	\$43.1525
Assistant to the City Manager	\$55.1402	\$57.8973	\$60.7922	\$63.8318	\$67.0234
Building Official	\$64.0856	\$67.2899	\$70.6544	\$74.1871	\$77.8965
City Engineer/Deputy Director of Public Works	\$71.6262	\$75.2076	\$78.9679	\$82.9163	\$87.0621
Deputy City Clerk	\$37.5674	\$39.4458	\$41.4181	\$43.4890	\$45.6635
Deputy Director of Community Development	\$70.0736	\$73.5773	\$77.2562	\$81.1192	\$85.1751
Deputy Director of Public Works	\$66.2657	\$69.5789	\$73.0579	\$76.7108	\$80.5463
Deputy Director – Special Projects (6 months limited assignment only)	\$65.8778	\$69.1716	\$72.6302	\$76.2617	\$80.0747
Financial Operations Manager	\$60.5786	\$63.6075	\$66.7878	\$70.1273	\$73.6336
Fire Division Chief	\$71.4357	\$75.0075	\$78.7579	\$82.6958	\$86.8306
Human Resources Analyst	\$41.8281	\$43.9195	\$46.1155	\$48.4213	\$50.8423
Information Technology Analyst	\$39.4737	\$41.4473	\$43.5198	\$45.6958	\$47.9805

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**UNREPRESENTED MANAGEMENT SALARIES TO BE PAID AT EQUIVALENT HOURLY PAY RATES:
(Continued)**

CLASSIFICATION	1	2	3	4	5
Management Analyst (City Manager/ Human Resources)	\$40.3190	\$42.3350	\$44.4518	\$46.6744	\$49.0082
Marketing and Engagement Manager	\$60.5786	\$63.6075	\$66.7878	\$70.1273	\$73.6336
Network Administrator	\$45.3318	\$47.5983	\$49.9783	\$52.4773	\$55.1011
Parks and Recreation Manager	\$52.9222	\$55.5683	\$58.3468	\$61.2640	\$64.3273
Senior Human Resources Analyst	\$53.1566	\$55.8144	\$58.6052	\$61.5354	\$64.6123
Senior Management Analyst (City Manager/ Finance)	\$47.1476	\$49.5050	\$51.9803	\$54.5793	\$57.3083

CONFIDENTIAL CLASSIFICATION HOURLY PAY RATES:

CLASSIFICATION	1	2	3	4	5
Confidential Secretary (City Manager/Human Resources/Police Chief)	\$27.4622	\$28.8353	\$30.2771	\$31.7910	\$33.3805
Executive Assistant to the City Manager/City Attorney/Police Chief	\$35.1781	\$36.9370	\$38.7838	\$40.723	\$42.7592
Information Technology Specialist	\$30.6063	\$32.1366	\$33.7435	\$35.4306	\$37.2021
Senior Accounting Technician	\$28.7829	\$30.2221	\$31.7332	\$33.3199	\$34.9858

UNREPRESENTED GENERAL CLASSIFICATION HOURLY PAY RATES:

CLASSIFICATION	1	2	3	4	5
Police Recruit	\$34.7550	\$36.4928	\$38.3174	\$40.2333	\$42.2450

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PART-TIME / SEASONAL/ TEMPORARY (PST) CLASSIFICATIONS HOURLY RATES:

*PST classifications do not receive any benefits described in this policy with the exception of the City contribution to the appropriate retirement plan in lieu of CalPERS/Social Security and sick leave benefits required by Labor Code §233. **All PST step increases are 2.5% unless noted otherwise; step increases are not automatic and based on merit.***

CLASSIFICATION	1	2	3	4	5
Administrative Intern	\$18.5265	\$18.9897	\$19.4644	\$19.9511	\$20.4498
Public Safety Aide	\$17.0982	\$17.5257	\$17.9638	\$18.4129	\$18.8732
Recreation Specialist I	\$17.0982	\$17.5257	\$17.9638	\$18.4129	\$18.8732
Recreation Specialist II	\$19.3131	\$19.7959	\$20.2909	\$20.7981	\$21.3181
Recreation Specialist III	\$21.8282	\$22.3739	\$22.9332	\$23.5065	\$24.0942
Recreation Specialist IV	\$24.6641	\$25.2807	\$25.9127	\$26.5605	\$27.2245
Recreation Specialist V	\$27.8829	\$28.5800	\$29.2944	\$30.0268	\$30.7775
Weed Abatement Inspector	\$28.3590	\$29.0680	\$29.7946	\$30.5395	\$31.3031

Retired Annuitants Only: *The salary for a Retired Annuitant must be an hourly pay rate that falls within the regular salary schedule for the position being filled. Per California Public Employee Retirement Law, a Retired Annuitant cannot receive any other compensation or benefits in addition to the hourly pay rate. Without exception, a maximum of 960 hours may be worked within a fiscal year (July 1 to June 30). Nonpaid or volunteer hours cannot be used in order to exceed 960 hours in a fiscal year. A Retired Annuitant cannot accrue service credit or any additional retirement rights or benefits.*

Retired Annuitant *Hourly pay rate corresponding with position being filled*

B. HEALTH AND WELFARE BENEFITS

1. Cafeteria Plan

The City's cafeteria plan allotment is for enrollment in any of the City's CalPERS' health plans or other eligible benefit programs (e.g., dental, vision, etc.). The cost of the premium for the City's health plan will be deducted from the employee's cafeteria plan allotment. If there is a difference, the employee will be responsible for the remainder of the premium amount to be paid through payroll deductions. Unused cafeteria plan allotment will be paid out as "cash in

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lieu”, up to a maximum of \$1,150 per month (excludes Police Recruit). For Police Recruit the maximum “cash in lieu” is \$287.50 per month. Cash in lieu payments are taxable income and not PERSable.

Any employee who is not enrolled in a City CalPERS health insurance plan, and does not provide proof of enrollment in another group health insurance plan (e.g., coverage under a spouse’s employer plan) within 30 days from the beginning of the new plan year will not be eligible to receive cash in lieu.

All benefitted employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City’s health program if he/she:

- (1) Provides proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City’s plan year to which the opt out applies (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and
- (2) Signs an attestation that the employee and his/her tax family have or will have such minimal essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The City may modify health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

From July 1, 2023 through December 31, 2023, the allotment for the cafeteria plan, excluding Police Recruit, shall be \$1,350 per month. Effective January 1, 2024, the amount will increase to \$1,450 per month. For Police Recruit, the cafeteria plan allotment shall be \$1,400 per month.

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2. Medical Insurance

The City is continuing the CalPERS' Health Benefits program that was adopted on January 1, 1986. From the total cafeteria plan allotment, the City will pay to CalPERS the statutorily required minimum employer contribution per month toward the cost of any CalPERS' health plan that the employee chooses to enroll. The employee agrees to be liable for the difference between the total cost of the health plan chosen and the City's contribution if he/she elects to obtain coverage under the CalPERS' health program. This amount shall be included in the total amount of the City's contribution to the employee's Section 125 Cafeteria Plan.

Employees who elect not to be covered under the City's medical insurance plan must have on file with the City a signed waiver of medical benefits. Employees will be provided an opportunity to enroll in the City's medical insurance plan during the designated open enrollment period.

3. Retirement Benefits

All Executive, Unrepresented, and Confidential employees are members of the California Public Employees' Retirement System (CalPERS). Those employees who are "classic members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) pay the employee's share of the retirement cost (8% for Miscellaneous and 9% for Safety Employees), and receive the following contracted benefits:

Miscellaneous Employees <i>"Classic" Members</i>	Safety Employees <i>"Classic" Members Hired on or before March 10,</i>
A. 3% at 60 Benefit Formula (§21354.3)	A. 3% at 50 Benefit Formula (§21362.2)
B. Final Compensation: One Year (§20042)	B. Final Compensation: One Year (§20042)
C. Prior Service (§20055)	C. Prior Service (§20055)
D. [Reserved]	D. [Reserved]
E. Additional Service Credit 2 Years (§20903)	E. [Reserved]

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Miscellaneous Employees <i>"Classic" Members</i>	Safety Employees <i>"Classic" Members Hired on or before March 10,</i>
F. Unused Sick Leave Credit (§20965)	F. Unused Sick Leave Credit (§20965)
G. Military Service Credit as Public Service (§21024)	G. Military Service Credit as Public Service (§21024)
H. 2% Annual Cost of Living Allowance Increase (§21329)	H. 2% Annual Cost of Living Allowance Increase (§21329)
I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (§21551)	I. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (§21551)
J. 1959 Survivor Benefit Level Four (§21574)	J. 1959 Survivor Benefit Level Three (§21573)
K. \$5,000 Retired Death Benefit (§21623.5)	K. \$500 Retired Death Benefit (§21620)
L. [Reserved]	L. Post-Retirement Survivor Allowance (§21624/26/28)
M. [Reserved]	M. Post-Retirement Survivor Allowance to Continue After Remarriage (§21635)
	Local Safety Employees <i>Hired on or after March 11, 2011</i>
	A. 3% at 55 Benefit Formula (§21362.2)
	B. Final Compensation: Three Years – Career Average (§20042)

Those employees who are "new members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) pay the employee contributions equal to 50% of normal cost (currently 6.25% for Miscellaneous and 12.25% for Safety Employees), and receive the above listed benefits with the exception of the following:

Miscellaneous Employees <i>"New" Members Hired on or after January 1, 2013</i>	Safety Employees <i>"New" Members Hired on or after January 1, 2013</i>
A. 2% at 62 Benefit Formula (§7522.20)	A. 2.7% at 57 Benefit Formula (§7522.25(d))
B. Final Compensation: Three Years – Career Average (§20037)	B. Final Compensation: Three Years – Career Average (§20037)

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PST Employees: In lieu of enrollment in the CalPERS' retirement program, PST employees will be enrolled in an IRS §457 retirement plan. The City contributes 7.5% of the employee's salary to the IRS §457 plan in lieu of CalPERS and Social Security. PST employees who qualify for membership will be enrolled in the CalPERS retirement program and City contributions to the IRS §457 plan will terminate.

4. Deferred Compensation

All Executive, Unrepresented and Confidential employees are eligible to participate in any of the City's Internal Revenue Code Section 457 Deferred Compensation Plan(s). Participation is handled through payroll deductions.

The City shall contribute \$300 per month (\$3,600 per year) in deferred compensation on behalf of the Assistant City Manager to one of the City approved plans as selected by the Assistant City Manager. Amounts contributed by the City shall be to the benefit of the Assistant City Manager in accordance with the Deferred Compensation Plan participation agreement.

5. Disability Insurance

The City provides Executive Management employees and Unrepresented Management employees with fully paid short-term and long-term disability plans.

Exclusion: Confidential employees, PST employees, and Police Recruit(s) participate in the State Disability Insurance (SDI) Program at their expense.

6. Life and Accidental Death & Dismemberment (AD&D) Insurance [Applies to City Attorney]

The City provides fully paid life insurance and AD&D to Executive and Unrepresented Management employees in the amount of one and one half times the employee's annual salary plus \$25,000.

The City provides fully paid life insurance and AD&D to Confidential and benefitted employees in the amount of \$25,000.

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C. LEAVES

1. Vacation Accrual

All Executive, Unrepresented and Confidential employees shall accrue vacation in accordance with the following schedule:

- a. 3.07 hours of vacation accrued and credited bi-weekly from the date of hire until completion of the 36th month;
- b. 4.60 hours of vacation accrued and credited bi-weekly following completion of the 36th month through the 108th month;
- c. 5.52 hours of vacation accrued and credited bi-weekly following completion of the 108th month through the 156th month;
- d. 6.14 hours of vacation accrued and credited bi-weekly following completion of the 156th month.

New hires in Executive and Unrepresented Management classifications may accrue vacation leave at a rate greater than the entry rate at the discretion of the City Manager. Vacation accrual shall be capped at 620 hours for all executive and unrepresented management employees, and 560 hours for all confidential employees. No employee shall accrue vacation beyond the established cap unless specifically authorized by the City Manager. Employees have the option of 100% cash reimbursement for unused paid vacation at any time provided that they have used at least 80 hours of vacation/administrative leave during the preceding year (26 pay periods).

2. Administrative Leave

Executive Management (excludes Police Chief, Fire Chief, and Fire Division Chief) employees receive eighty (80) hours administrative leave per year accrued as vacation leave. The Police Chief, Fire Chief and Fire Division receive one hundred forty (140) hours administrative leave per year accrued as vacation. Unrepresented Management employees receive sixty (60) hours administrative leave per year accrued as vacation leave.

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3. Holidays

Executive and Unrepresented Management and Confidential employees (excluding the City Attorney) receive the following paid holidays:

New Years' Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admissions Day*	September 9 (floating holiday)
Columbus Day*	Second Monday in October (floating holiday)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
<i>And every day proclaimed by the City Council as a public holiday.</i>	

*Two (2) floating holidays in lieu of celebrating Columbus Day and Admissions Day. City facilities shall remain open on both days.

Vacation shall accrue and be credited bi-weekly to compensate for the two floating holidays based on regularly scheduled work shift (permanent shift):

5-8 Schedules: 0.62 hours; **9/80 Schedules:** 0.69 hours; **4/10 Schedules:** 0.77 hours

City Hall will be closed between the observed Christmas Eve holiday in 2023 and the observed New Years' Day holiday in 2024. Employee who take this time off must use paid leave for December 26, 27, 28, and 29, 2023.

An EMPLOYEE whose day off falls on an observed City holiday (e.g., Friday holiday) will accrue their regularly scheduled hours of vacation leave.

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4. Sick Leave

Executive, Unrepresented and Confidential employees accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. Accrual is unlimited. Part-Time/Seasonal/Temporary employees accrue and use sick leave upon commencement of employment at the rate prescribed by Labor Code § 246. PST employees are entitled to no other leave benefits under this policy.

Sick leave with pay shall be granted to all EMPLOYEES covered by this Policy in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in the California Labor Code §233, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child
Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

a. Sick Leave Conversion Privileges

Any EMPLOYEE who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 40 hours of unused sick leave to vacation or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis.

In no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for EMPLOYEES terminating on or before December 30 of the calendar year.

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b. Unused Sick Leave at Retirement for Health Insurance

For employees hired before July 1, 2013, upon retirement from City employment within 120 days of separation, for service or disability, an employee may elect to use unused sick leave at its dollar value at retirement (hourly base rate plus any regularly recurring bi-weekly premium pay, i.e., differential pay for Master's Degrees) to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;

15 through 19 years of service: 50% of the sick leave balance at retirement;

20 + years of service: 75% of the sick leave balance at retirement.

This benefit will be in addition to the monthly contribution the City makes, as determined by PERS, to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar equivalent of the Kaiser two-party health insurance premium once per year in January of each year.

This benefit may be used in combination with service credit for unused sick leave as described in Section C – Health and Welfare Benefits – Retirement Benefits.

5. Bereavement Leave

All employees covered under this memorandum of agreement shall be entitled to the bereavement leave of absence and employment rights and privileges provided by state and federal laws and regulations. Up to three regularly scheduled working days will be paid by the City, as bereavement leave, to EMPLOYEES in order to discharge the customary obligations arising from the death of a relative as defined by the state. Employees may also request the use of an additional two regularly scheduled working days to be charged to sick or vacation leave accruals. The designated representative must approve requests for such leave and documentation, as defined by the state, requested within 30 days of the leave.

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6. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Military and Veterans Code of the State of California.

7. Jury and Witness Leave

All Executive, Unrepresented and Confidential employees are entitled to be absent from duty when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE is paid the difference between full salary and any payment received by them, except travel pay, for such duty.

8. Stand-by Time

The Fire Division Chief shall receive eight (8) hours of vacation leave for every week he/she is required to participate in the back-up duty chief rotation for Heartland Fire & Rescue. For each holiday occurring during the assigned week, (Saturdays and Sundays are not considered holidays), an additional four (4) hours of vacation will be credited.

D. UNIFORM AND EQUIPMENT ALLOWANCE

The Police Chief, Fire Chief and Fire Division Chief receive an annual uniform and equipment allowance of \$1,000. Yearly distribution will be issued the second paycheck in July.

Newly Hired Police Recruits: The annual uniform and equipment allowance for newly hired Police Recruits shall be \$775 per year. The uniform allowance shall be prorated over the twelve month period beginning from the actual hire date to the following July 1st. Yearly distribution will be issued the second paycheck in July.

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E. TUITION AND BOOK REIMBURSEMENT

The City provides an allowance of \$1,500 per fiscal year for Executive, Unrepresented Management and Confidential employees to use to defray the cost of attendance at seminars, workshops, conferences and/or classes, which promote professional growth. Executive and Unrepresented Management employees may use this allowance for lodging, meals, and other travel expenses.

Executive and Unrepresented Management employees may also use the allowance to cover the costs of membership fees for job related professional associations.

F. OTHER CERTIFICATIONS AND SPECIAL COMPENSATION

1. Notary Public Pay

Positions designated by the department director shall receive Notary Public Pay in the amount of \$75/month if he/she is a Notary Public in the State of California. The City shall also pay the cost of bonding of this employee while he/she is serving as Notary Public for the benefit of the City. Employees in designated positions shall perform notary services only as directed by his/her supervisor.

2. Bilingual Pay

Positions designated by the department director shall receive Bilingual Pay in the amount of \$120/month if he/she is certified by a language professional, designated by the City, as having suitable skills to provide translation service.

3. Automobile Allowance

Executive Management employees shall be provided a monthly automobile allowance of \$300 in exchange for making a vehicle available for his/her own use and for City-related business and/or functions during, before and after normal work hours. The Assistant City Manager shall be provided an additional \$100, to total a monthly automobile allowance of \$400.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT: Compensation Plan for Executive and Unrepresented Employees

POLICY
A-29

REFERENCE:

EFFECTIVE
June 24, 2023

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4. Cellular Telephone Allowance

The Assistant City Manager shall receive as compensation the sum of \$120 per month for use as an allowance for his/her cellular telephone service.

5. Technology Allowance

The Assistant City Manager shall be provided with an amount not to exceed \$2,500 every two years, beginning with the year of his/her initial appointment, for use to purchase technology equipment such as a personal laptop computer, etc. The payment shall be made upon submission of receipts documenting the purchase(s). The equipment purchased shall become the property of the Assistant City Manager.

6. Non-PERSable Stipend

A non-PERSable stipend of \$6,300/Police Chief, \$6,300/Fire Chief, and \$4,410/Fire Division Chief. One-half of stipend payment to be issued on the second paycheck in July 2023 and one-half issued on the first paycheck in December 2023.

G. RELOCATION ALLOWANCE

The City Manager may authorize an allowance up to \$10,000 for relocation expenses to the San Diego area.



City Council
Agenda Report

Agenda Item 15.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

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:

No written report available.

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 16.

DATE: June 27, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Goble

SUBJECT: DEPUTY MAYOR 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.

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:

June 15, 2023 – MTS Board Meeting
June 15, 2023 – Meeting with Diana T. re: event participation
June 16, 2023 – Telephone call with MTS bus COO
June 16, 2023 – Telephone call with City Attorney
June 19, 2023 – Email exchange with AWP Exec Dir - Kyle Swanson
June 19, 2023 – Telephone call with Joel Scalzitti at Helix Water
June 20, 2023 – Chamber Govt Affairs Committee Meeting
June 23, 2023 – SANDAG Board of Directors Meeting
June 24, 2023 – El Cajon Historical Society Event
June 25, 2023 – Rock Church Business Networking Group Speaking Engagement
June 26, 2023 – Meeting with City Manager
June 27, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 17.

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

That the City Council 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.

This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

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

June 27, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

DATE: June 27, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Metschel

SUBJECT: COUNCILMEMBER MICHELLE METSCHEL

Harry Griffen Park Joint Steering Committee; METRO
Commission/Wastewater JPA – Alternate; Heartland Communications –
Alternate; Heartland Fire Training JPA – Alternate.

RECOMMENDATION:

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

BACKGROUND:

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

This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

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

June 15, 2023 – Leadership Training at Live Well San Diego East

June 16, 2023 – East County Transitional Living Center Fundraising Gala

June 23, 2023 – Sex Trafficking Training at ECTLC

June 27, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 19.

DATE: June 27, 2023

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.

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.

This City Administrative Activity is not a project and therefore not subject to CEQA.

REPORT:

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

June 21, 2023 – East County Economic Development Council Board Meeting

June 21, 2023 – Gillespie Field Committee Meeting

June 22, 2023 – El Cajon Police Teen Academy

June 27, 2023 – City Council Meeting

I am available to answer questions.

Submitted By: Phil Ortiz, Councilmember



City Council
Agenda Report

DATE: June 27, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Introduction of an Ordinance to Review and Approve the Amendments to Ordinance 5119; Renewing and Approving Policy 706 Military Equipment Use, 2023 Edition

RECOMMENDATION:

That the City Council moves to introduce the next Ordinance, in order, and direct the City Clerk to read the Ordinance by title only.

BACKGROUND:

In 2021, the State of California Legislature passed Assembly Bill ("AB") 481, amending the California Government Code ("Government Code") by adding sections 7070 through 7075, effective January 1, 2022. AB 481 is designed to shed light on the funding, acquisition, or use of military equipment by state or local government officials, as well as to allow the public to participate in any government agency's decision to fund, acquire, or use such equipment.

On April 26, 2022, the City Council of the City of El Cajon enacted Ordinance No. 5119 to amend Chapter 3.20 of Title 3 of the El Cajon Municipal Code to restrict the powers of the City Manager relating to the purchases of military equipment or other property for law enforcement use and to approve the 2022 Edition of Policy 706 - Military Equipment Use in accordance with Government Code sections 7070 through 7075.

Government Code sections 7071(e) and 7072(a) require that an ordinance relating to the purchase of military equipment and the military equipment policy be reviewed and approved annually by the City Council in an open and public hearing.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(2) of CEQA Guidelines, because the action involves continuing administrative activities, such as purchases of supplies and is therefore not a "project".

FISCAL IMPACT:

There may be costs associated with the additional bidding requirements, police personnel training, and maintenance of an inventory of equipment.

Prepared By: Morgan Foley, City Attorney
Reviewed By: Morgan Foley, City Attorney
Approved By: Graham Mitchell, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE REVIEWING AND APPROVING
ORDINANCE 5119 TO RENEW RESTRICTIONS RELATING TO
PURCHASE OF MILITARY EQUIPMENT, SUPPLIES, OR
OTHER PROPERTY FOR LAW ENFORCEMENT USE; APPROVING
THE EL CAJON POLICE DEPARTMENT'S ANNUAL
MILITARY EQUIPMENT REPORT FOR 2023 AND APPROVING
POLICY 706 MILITARY EQUIPMENT USE, 2023 EDITION

WHEREAS, in accordance with California Government Code ("Government Code") sections 7071 and 7072, on April 26, 2022, the City Council enacted that certain Ordinance No. 5119 to restrict the powers of the City Manager relating to the purchases of military equipment or other property for law enforcement use, and approving Policy 706 – Military Equipment Use ("2022 edition"); and

WHEREAS, Government Code sections 7071(e) and 7071(a) require review of a military funding ordinance and a military equipment use policy annually after adoption; and

WHEREAS, a revised military equipment use policy ("2023 edition") has been available for public review on the City's website for not less than 30 days prior to submission to the City Council.

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

SECTION 1. That certain 2023 edition of the military equipment use policy, as defined in section 3.20.005 of Chapter 3.20, and as presented and reviewed at an open and public meeting, is hereby approved and adopted as the El Cajon Police Department's "Policy 706 Military Equipment Use, 2023 edition." The 2023 edition of the military equipment policy hereby replaces the 2022 edition approved by Section 1 of Ordinance No. 5119.

SECTION 2. This ordinance shall go into effect thirty (30) days following its passage and adoption.

06/27/2023 CC Agenda – 1st Reading
07/11/2023 CC Agenda – 2nd Reading

Ord – Review and Approve Amendment to Military Equipment Use Policy