



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

DECEMBER 12, 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 November 14, 2023, Meeting and the Agenda of the December 12, 2023, Meetings in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- Chamber of Commerce Annual Update
- Octoberstache

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 November 14, 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. 2023 Investment Policy Update

RECOMMENDATION:

That the City Council and Housing Authority, respectively, each adopts their next Resolution, in order, adopting the City of El Cajon Investment Policy and delegating investment authorities to the Director of Finance/Authority Treasurer.

5. Authorization to Accept, Appropriate, and Expend the CalRecycle SB 1383 Grant FY2021-22

RECOMMENDATION:

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

1. Increase General Fund appropriations by \$146,529 for the purpose of transferring grant proceeds to the Public Works Operating Grant Fund; and
2. Authorize the City Manager or designee to accept, appropriate, and expend funds received from the CalRecycle SB 1383 Grant (CALSB1383) for FY 2021-22; and
3. Authorize the City Manager or designee to execute any documents and agreements necessary to receive and use these funds.

6. Award of Bid No. 021-24 – San Diego River Watershed Water Quality Improvement Project

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act in accordance with sections 15307 and 15308 of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for San Diego River Watershed Water Quality Improvement Project, Bid No. 021-24; and
 - b. Award the bid to the sole responsive, responsible bidder, Downstream Services, Inc., in the amount of \$347,684.

7. Fiscal Year 2022-23 El Cajon Housing Authority Annual Report (pursuant to California Health and Safety Code §34176.1)

RECOMMENDATION:

That the El Cajon Housing Authority reviews and accepts the Annual Report, substantially in the form as presented, for the fiscal year ending June 30, 2023.

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:

8. Selection of Deputy Mayor

RECOMMENDATION:

That the City Council selects a Deputy Mayor, for the 2024 calendar year, according to the El Cajon Municipal Code.

9. Community Risk Assessment and Standards of Cover Report

RECOMMENDATION:

That the City Council receives the report from Emergency Services Consulting International (ESCI) as an informational item.

10. Real Estate Sale Agreement (405 East Lexington Avenue)

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the Real Estate Sale Agreement with Centro de Salud de la Comunidad de San Ysidro, Inc., for the purchase of 405 East Lexington Avenue.

11. Award of RFP No. 023-24 – Small Business Incubator Operator

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the state CEQA Guidelines; and
2. Adopts the next Resolution, in order, to authorize the City Manager to negotiate a lease agreement for a portion of the building at 405 E. Lexington Avenue with the Chaldean Community Council effective upon the close of escrow and transfer of title of the property to the City.

12. 2023 Annual Pension Status Report

RECOMMENDATION:

That the City Council receives the Annual Pension Status Report.

13. The Wall that Heals – Vietnam Veterans Memorial Replica and Mobile Education Center

RECOMMENDATION:

That the City Council approves the use of Wells Park to host The Wall that Heals for one week in the Spring of 2024, waiver of facility rental fees, and approval to operate overnight.

14. Award of RFP No. 027-24 – Measure J Polling & Outreach Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(5) of the state CEQA Guidelines; and
2. Adopts the next Resolution, in order, to enter into an agreement with Competitive Edge Research & Communication, Inc. (CERCI), in an amount not to exceed \$182,000.

15. Award of RFP No. 020-24 – Economic Analysis Services (Parkway Plaza Mall)

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines section 15262; and
2. Adopts the next Resolution, in order, to enter into an agreement with Hunden Strategic Partners, Inc. dba Hunden Partners (HP), in an amount not to exceed \$248,915 for a one-year term.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS

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

16. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

17. **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.

18. **COUNCILMEMBER GARY KENDRICK**

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

19. **COUNCILMEMBER MICHELLE METSCHEL**

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

20. **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:

21. Considering Shade Structures in Residential Front Yards

RECOMMENDATION:

That the City Council directs staff to provide an analysis of the merits of modifying the El Cajon Municipal Code to allow permanent and semi-permanent shade structures in residential front yards.

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

22. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case - In the course of construction of the City's El Cajon Boulevard Streetscape Project, City's contractor, Tri-Group Construction and Development, Inc., has presented numerous claims against the City for extra days and extra compensation under the contract.
23. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: One (1) potential case
24. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Tri-Group Construction & Development, Inc. v. City of El Cajon; Superior Court of California, County of San Diego; Case No. 23SC03197C
25. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Truck and SUV Superstore, Inc. v. City of El Cajon; Superior Court of California, County of San Diego; Case No. 37-2023-00050319-CU-EI-CTL
26. Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: Two (2) potential cases - Alan Cunningham dba California Registration Services, and Stett's Iron Horse Ranch, have each submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape Project, which abuts the claimants' businesses.

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 12th day of December 2023, is adjourned to Tuesday, December 12, 2023, at 7:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: December 12, 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 November 14, 2023, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

11-14-23DRAFTminutes - 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

November 14, 2023

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, November 14, 2023, was called to order by Mayor/Chair Bill Wells at 3:01 P.M., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agency members present: Kendrick, Metschel, and Ortiz
Council/Agency members 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 October 24, 2023, meeting and the Agenda of the November 14, 2023, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Presentation: 2023 Recycling All-Star Awards
- Presentation: Bostonia Day and Community Meetings
- Proclamation: International Accounting Day

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 10)

MOTION BY WELLS, SECOND BY METSCHEL, to APPROVE Consent Items 1 to 10.

MOTION CARRIED BY UNANIMOUS VOTE.

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

Approve Minutes of the October 24, 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. 2024 Calendar of Meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency

Approve the proposed 2024 calendar of meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency, makes appropriate modifications, or accepts as presented.

CONSENT ITEMS: (Continued)

5. Authorization to Apply for the CalRecycle Beverage Container Recycling City/County Grant for FY2023-24

Adopt Resolution 099-23 to authorize the City Manager or designee to apply for, and if awarded, accept the CalRecycle Beverage Container Recycling City/County Grant for FY2023-24; and Authorize the City Manager or designee to execute any documents and agreements necessary to apply for and receive the grant funds.

6. Health & Fitness Assessment Services

1. Determine that the procurement of Health and Fitness Assessment services is exempt from the California Environmental Quality Act in accordance with state CEQA Guidelines section 15378(b)(5); and
2. Adopt Resolution 100-23 to (a) award a contract to On Duty Health, LLC for Health and Fitness Assessment Services in the amount of \$137,449 for the initial one-year term, with four additional one-year renewal options, and (b) authorize the City Manager to execute the final contract with such changes as the City Manager and the City Attorney approve. The City of El Cajon's portion of award is \$88,655.

7. Award of RFP No. 016-24 – Trash Capture Device Inspection, Cleaning & Maintenance Services

1. Determines that the project is exempt pursuant to sections 15307 and 15308 of the California Environmental Quality Act (CEQA) state Guidelines; and
2. Adopt Resolution 101-23 to enter into an agreement with Downstream Services, Inc., in an amount not to exceed \$177,000 for the initial one-year term, with up to four additional one-year renewal options.

8. Acceptance of Emergency Access Easement at 1347 Shanessey Road

1. Accept an Emergency Access Easement at 1347 Shanessey Road; and
2. Authorize the City Clerk to Record the Proposed Emergency Access Easement.

CONSENT ITEMS: (Continued)

9. Award of Bid No. 014-24 – Concrete Sidewalk Slicing
 1. Determines that the project is exempt in accordance with section 15301(c) of the State CEQA Guidelines; and
 2. Adopt Resolution 102-23 to Approve Plans and Specifications for Concrete Sidewalk Slicing, Bid No. 014-24; and Adopt Resolution number 103-23 to Approve the application of the C-61/D-6 – Limited Specialty/Concrete Related Services contractor’s license and award the bid to the lowest responsive, responsible bidder, Trip Stop Sidewalk Repair, Inc., in the amount of \$490,000.

10. Grant of Access Easement at Parkway Plaza, Appurtenant to City's Property Commonly Known as Forester Creek, for Construction, Maintenance, Repair and Operation
 1. Accept a Grant of Access Easement Located on Parkway Plaza Property; and
 2. Authorize the City Clerk to Record the Proposed Grant of Access Easement.

PUBLIC COMMENT:

Susan Roberts-Egley invited the City Council to attend VECA's VALOR 2023 event at Jamul Casino.

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

11. Amendment to the 2023 Five-Year Program of Projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08)

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and considers public testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving the amendment to the proposed 2023 five-year program of projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08).

PUBLIC HEARINGS: (Item 11 – Continued)

DISCUSSION

Deputy Director of Public Works, Mario Sanchez, provided a summary of the Item.

Mayor Wells opened the Public Hearing.

No public comment was received.

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

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY ORTIZ, SECOND BY METSCHEL, to ADOPT Resolution No. 104-20, approving the amendment to the proposed 2023 five-year program of projects for the SANDAG Regional Transportation Improvement Program (RTIP No. 23-08).

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

12. Sheltering Service for Pets of Homeless Individuals

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

DISCUSSION

City Manager, Graham Mitchell, provided detailed information of the Item.

No public comment was received.

Discussion ensued among Council and Staff concerning the following:

- Pets being a barrier for homeless individuals to enter treatment programs;
- Homeless not using these services in other jurisdictions;
- Expenses associated with starting the program;
- Shelter capacity and pets from El Cajon having a priority;
- Length of time for homeless pets to be sheltered; and
- After startup costs there will be no additional costs to the City if the program is not used.

ADMINISTRATIVE REPORTS: (Item 12 – continued)

MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE a 1 year pilot program, with a 30 day maximum stay, and \$30,000 maximum program cost.

MOTION CARRIED BY UNANIMOUS VOTE.

13. Fiscal Year 2023-24 First Quarter Report

RECOMMENDATION: That the City Council:

1. Increases or modifies Fiscal Year 2023-24 appropriations in the amount of \$7,050,000 for additional needs as detailed in the report;
2. Authorizes the proposed personnel changes detailed in the report; and
3. Authorizes the proposed capital expenditures detailed in the report.

DISCUSSION

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

No public comment was received.

Discussion ensued among Council and Staff concerning expected reserves.

MOTION BY GOBLE, SECOND BY KENDRICK, to INCREASE or modify Fiscal Year 2023-24 appropriations in the amount of \$7,050,000 for additional needs as detailed in the report, authorize the proposed personnel changes detailed in the report, and authorize the proposed capital expenditures detailed in the report.

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

14. Council Activities Report/Comments

Report as submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

- 15. 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.

In addition to the submitted report, Deputy Mayor Goble provided information on a MTS trolley extension to the airport and an update on the Meridian Baptist Church tiny homes.

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

Council Activities Report/Comments.

Report as submitted.

- 17. 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.

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

Council Activities Report/Comments.

Report as submitted.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING – None

ORDINANCES: SECOND READING AND ADOPTION – None

CLOSED SESSIONS: None

Adjournment: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 14th day of November, 2023, at 4:12 p.m., to Tuesday, December 12, 2023, at 3:00 p.m.

D R A F T
ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: 2023 Investment Policy Update

RECOMMENDATION:

That the City Council and Housing Authority, respectively, each adopts their next Resolution, in order, adopting the City of El Cajon Investment Policy and delegating investment authorities to the Director of Finance/Authority Treasurer.

BACKGROUND:

The City's investment policy requires that the policy be reviewed and adopted annually. The City's policy was first adopted by the City Council on May 15, 1996. In 2002, the National Association of Public Treasurers in the United States and Canada certified the City's investment policy as meeting their established standards. The policy has since been reviewed for update every year thereafter to ensure compliance and sound investment practices.

In preparing the update, the City's investment advisor, Public Financial Management, was asked to review and provide comment. The only change recommended with this update is references to the City's annual financial report to reflect the report's current title of Annual Comprehensive Financial Report. The proposed investment policy is presented for consideration and approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Investment Policy and delegation of investment authorities is exempt from the California Environmental Quality Act (CEQA) in accordance with section 15378(b)(5) of the state CEQA Guidelines because it is a governmental administrative activity.

FISCAL IMPACT:

Prudent investments provide for the safekeeping of funds and are an important revenue source.

Prepared By: Clay Schoen, Director of Finance

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Resolution - City of El Cajon

Resolution - Housing Authority

PFM Recommendation Memo

DRAFT Investment Policy Update

RESOLUTION NO. ____-23

A RESOLUTION ADOPTING THE
CITY OF EL CAJON
INVESTMENT POLICY AND
DELEGATING INVESTMENT AUTHORITY
TO THE DIRECTOR OF FINANCE

WHEREAS, the City of El Cajon Investment Policy is created for the purpose of establishing safekeeping of principal and prudent investment of City of El Cajon ("City") funds; and

WHEREAS, the policy has been updated to conform to state investment laws, enacted during the past year; and

WHEREAS, the policy has been prepared to standards promulgated by the Municipal Treasurers Association of the United States and Canada; and

WHEREAS, the investment policy has been reviewed by the City's investment advisors, Public Financial Management ("PFM") and minor changes recommended by PFM have been made.

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

1. The City Council hereby adopts the City of El Cajon Investment Policy, dated December 2023.

2. The City Council hereby delegates, to the Director of Finance, the authority to invest and reinvest funds of the City, and to sell and exchange securities so purchased, for the period of September 1, 2023, to and including August 31, 2024.

RESOLUTION NO. ECHA-__

A RESOLUTION OF THE
EL CAJON HOUSING AUTHORITY
ADOPTING BY REFERENCE THE
CITY OF EL CAJON INVESTMENT POLICY AND
DELEGATING INVESTMENT AUTHORITY
TO THE TREASURER

WHEREAS, the City of El Cajon Investment Policy is created for the purpose of establishing safekeeping of principal and prudent investment of Housing Authority funds; and

WHEREAS, the policy has been updated to conform to state investment laws, enacted during the past year; and

WHEREAS, the policy has been prepared to standards promulgated by the Municipal Treasurers Association of the United States and Canada; and

WHEREAS, the investment policy has been reviewed by the City's investment advisors, Public Financial Management ("PFM") and minor changes recommended by PFM have been made.

NOW THEREFORE, BE IT RESOLVED BY THE EL CAJON HOUSING AUTHORITY AS FOLLOWS:

1. The Housing Authority adopts by this reference the City of El Cajon Investment Policy, dated December 2023, as the Investment Policy for the Housing Authority.

2. The Housing Authority hereby delegates, to the Treasurer, the authority to invest and reinvest funds of the El Cajon Housing Authority, and to sell and exchange securities so purchased, for the period of September 1, 2023, to and including August 31, 2024.

Memorandum

To: Clay Schoen, CPA, Director of Financer
City of El Cajon

From: Sarah Meacham, Managing Director
Richard Babbe, CCM, Senior Managing Consultant
PFM Asset Management LLC

RE: 2023 Investment Policy Review

We reviewed City of El Cajon's (the "City") Investment Policy (the "Policy"), as part of the City's annual review process. As written, the Policy is consistent with the applicable California Government Code (the "Code") sections regulating the investment of public funds.

We are, however, recommending the City consider making a couple Policy updates. First, Senate Bill 882, also known as the Local Government Omnibus Act of 2023, made a number of changes to Code, including a change to Code Section 53601 (o), the subdivision that allows investment in assets-backed and mortgage-backed securities. The Code was revised to clarify that securities issued by the U.S. Treasury, federal agencies, or United States government-sponsored enterprises are exempt from the credit and diversification requirements in 53601(o). The change is consistent with our prior interpretation of Code, so it does not change what we are allowed to purchase on your behalf nor the management of your portfolio. The Code change takes effect January 1, 2024.

Second, the California Asset Management Program ("CAMP") recently created a new pooled program, CAMP Term, that provides local agencies with the opportunity to optimize short-term interest earnings with fixed rate, fixed-term securities with maturities ranging from 60 days to one year. To enable the City to take advantage of Term, we recommend the City delete the Policy's reference to the Cash Reserve Portfolio, so both CAMP Pool and Term can be purchased. CAMP Term is rated AA+ by Fitch. Additional information is available on CAMP Term is available at www.camponline.com.

We have attached a marked-up copy of the Policy to illustrate our recommendations. Please let us know if you have any questions or if you would like to set up a time to discuss.

1. Purpose

This Statement is intended to provide guidelines for the prudent investment of the City's temporarily idle cash, and outline the policies for maximizing the efficiency of the City's cash management system. The investment goal is to enhance the economic condition of the City while insuring the safety of funds invested.

2. Scope

This investment policy applies to all financial assets of the City of El Cajon. Funds applicable are as accounted for in the City's Annual Comprehensive Financial Report and include:

- 2.1 Major Governmental Funds
- 2.2 Non-Major Governmental Funds
- 2.3 Enterprise Fund
- 2.4 Internal Service Funds
- 2.5 Agency Funds

Additionally, the City provides cash management and investment services for:

- 2.1 El Cajon Housing Authority
- 2.2 Heartland Fire Training Facility Authority Funds
- 2.3 Heartland Communication Facility Authority Funds
- 2.4 Successor Agency to the Former El Cajon Redevelopment Agency

3. Objective

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

4. Policy

It is the policy of the City of El Cajon to invest public funds in a manner that will provide maximum security with the highest investment return while meeting the daily cash flow demands of the City.

The primary objectives, in priority order, of the City's investment activities shall be:

- 4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to reduce the potential for loss of principal, interest or combination of

the two. The City invests only in those instruments that are considered very safe.

4.2 Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. Liquidity refers to the ability to convert an investment to cash promptly with minimum risk of losing some portion of principal or interest.

4.3 Yield: Yield is defined as the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met. The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow characteristics of the portfolio.

5. **Prudence**

Investments will conform to all state and local statutes governing the investment of public funds. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officers, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

6. **Conscientious Investing**

The City has taken great lengths to protect its youth from the effects of alcohol, tobacco, and marijuana. Consistent with the continuation of that goal, no investment, otherwise authorized elsewhere in this policy, shall be made in a security of an organization operated for the primary purpose of the sale or distribution of these products.

7. **Authorized Investments**

The City is empowered by statute to invest in securities listed below.

Percentage holding limits listed in this section apply at the time the security is purchased. In the event a security held by the City is subject to a credit rating change that brings it below the minimum credit ratings specified in this policy, the Director of Finance/Treasurer should notify the City Council of the change. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.

Bond reserves and proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy:

- 7.1 Bank Deposits FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits (“TCDs”) and other types of bank deposits in financial institutions located in California. The amount on deposit in any financial institution shall not exceed the shareholder’s equity. To be eligible to receive City deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et seq. The Director of Finance/Treasurer, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The City shall have a signed agreement with any depository accepting City funds per Government Code Section 53649. The maturity of TCDs may not exceed 1 year in maturity. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20 percent of the portfolio may be invested in TCDs.
- 7.2 Negotiable Certificates of Deposit Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated in the rating category of “A” or its equivalent or better by a Nationally Recognized Statistical Rating Organization (“NRSRO”); and/or have short-term debt rated “A-1” or higher or its equivalent by a NRSRO. Purchases of Negotiable CDs may not exceed 30% of the City’s investment portfolio.
- 7.3 Placement Service Deposits Bank deposits placed with a private sector entity that assists in the placement of deposits with eligible financial

institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance. Placement Deposits shall meet all of the requirements of Government Code Section 53601.8. Purchases of Placement Service CDs may not exceed 30% of the City's investment portfolio.

- 7.4 Securities of the U.S. Government or its Agencies Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 7.5 Treasury Bills and Notes U.S. Treasury Bills, Notes, Bonds or Certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 7.6 Medium-Term Notes Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated in the rating category of "A" or its equivalent or better by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.
- 7.7 Municipal Debt Registered treasury notes or bonds of this or any of the other 49 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of this state or any of the other 49 United States.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

Purchases are limited to securities rated in the rating category of "A" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in this category. The amount invested with any one issuer shall not exceed 10 percent of the portfolio.

- 7.8 Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the

International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the portfolio.

~~7.9 Asset-Backed Securities. Asset-backed securities include mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, and consumer receivable-backed bonds. Purchases are limited to securities rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in this category.~~
7.9 Asset-Backed Securities. Mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. For securities eligible for investment under this section not issued or guaranteed by an agency or issuer identified in subdivision (7.4) or (7.5), the following limitations apply:

(A) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.

(B) A maximum of 20 percent of the portfolio may be invested in this category.

7.10 Local Agency Investment Fund (LAIF) Investment of funds in the California State Pool (LAIF), subject to the State's maximum investment regulation.

7.11 Bankers' Acceptance Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as Bankers' Acceptances, which are eligible for purchase by the Federal Reserve System, the short term paper of which is rated in the highest category by a NRSRO. Purchases of Bankers' Acceptances may not exceed 180 days maturity or 30% of the City's investment portfolio.

7.12 Commercial Paper rated the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the conditions in either paragraph (1) or paragraph (2):

(1) The corporation shall be organized and operating within the United States, shall have total assets in excess of five hundred million dollars (\$500,000,000), and shall issue debt, other than commercial paper, if

any, that is rated in a rating category of “A” or its equivalent or higher by a NRSRO.

- (2) The corporation shall be organized with the United States as a special purpose corporation, trust, or limited liability company, has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond; has commercial paper that is rated “A-1” or higher, or its equivalent, by a NRSRO.

Purchases of commercial paper may not exceed 25% of the City’s investment portfolio.

- 7.13 Repurchase Agreements (Repos) A purchase of securities by the City pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. Investments in repos will be used solely as short-term investments not to exceed 30 days or 30% of the City’s investment portfolio. Prior to investing in repurchase agreements the City shall have properly executed a master repurchase agreement with each counterparty with which it enters into repurchase agreements.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Section 6.4 and 6.5, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City’s custodian bank versus payment or be handled under a tri-party repurchase agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value plus accrued interest, 102 percent of the total dollar value of the money invested by the City for the term of the investment. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a regular basis. Market Value must be calculated each time there is a substitution of collateral.

The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

The City may enter into Repurchase Agreements with (1) primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York, and (2) California and non-California banking institutions having assets in excess

of \$1 billion and in the highest short-term rating category as provided by a NRSRO.

- 7.14 Money Market Mutual Funds Mutual funds must consist of securities and obligations of the U.S. Treasury and agencies of the federal government, and repurchase agreements collateralized with U.S. Treasury and Federal Agency obligations. The management companies shall either (1) attain the highest ranking or the highest letters and numerical rating provided by not less than two of the three largest NRSRO, or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations as authorized above and with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares for beneficial interest purchase shall not include any commission and shall not exceed 15% of the City's surplus money, which may be invested.
- 7.15 County of San Diego Treasury (County Pool) Investment in the County of San Diego Treasury pool not to exceed 30% of the City's investment portfolio.
- 7.16 California Asset Management Trust Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in Government Code. Investment in the Trust's ~~Cash Reserve Portfolio (pool)~~ shall not to exceed 30% of the City's investment portfolio.
- 7.17 Other investments that are, or may become, legal investments through the State of California Government Code and with prior approval of the City Council.

8. **Diversification and Maturity**

The investment portfolio shall be diversified among security types, individual financial institutions or maturity segments. In addition to the percentage limitation specified in Section 6 above, the maximum amount of the portfolio the City may invest with any one non-governmental issuer is 10%. Percentage limitations apply at time of purchase.

This investment policy limits maturities to five years unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. Bond reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

9. Investment Reports

The Director of Finance/Treasurer shall submit a quarterly investment report to the City Manager and City Council as soon as practical but no later than 60 days after the close of the quarter, except at fiscal year-end when the report shall be submitted no later than 90 days after the close of the quarter. The report shall include performance, market sector and interest earnings, the state of the investment market, highlight changes since the last report, and discuss investment strategy. Reporting shall be on the basis of both cost and market. The report shall include:

- 9.1 A listing of individual securities held at the end of the reporting period by authorized investment category.
- 9.2 A listing of all investment types at par values, date of maturity, and the market value.
- 9.3 Quarterly historical data by investment category.
- 9.4 Pool investment portfolio make-up, by investment categories (BA's, CD's, Commercial Paper, Agencies, etc.).
- 9.5 Percentage of portfolio represented by each investment category.

The policy recognizes that reporting on a market basis will periodically cause market gains or losses to be reported. In most instances such gains or losses will not be realized since individual securities with specific maturities are purchased based upon projected cash flows and normally will not be liquidated prior to maturity.

The report shall state whether the investments comply with the investment policy, or manner in which the portfolio is not in compliance, and whether the City will be able to meet its needs for cash for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

10. Internal Controls

The Director of Finance/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgment by management. The internal controls shall address the following points:

- 10.1 Control of Collusion - Collusion is a situation where two or more employees are working together to defraud their employer.

- 10.2 Separation of Duties - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- 10.3 Custodial Safekeeping - Securities purchased from any bank or dealer, including appropriate collateral, shall be placed and held by a third party custodian designated by the Director of Finance/Treasurer and evidenced by safekeeping receipts.
- 10.4 Avoidance of physical delivery securities - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis.
- 10.5 Clear Delegation of Authority - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- 10.6 Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by the appropriate person.
- 10.7 The Director of Finance/Treasurer shall establish an annual process of independent review by the external auditor. This review will provide internal control by assuring compliance with policies and procedures.
- 10.8 The Director of Finance/Treasurer shall establish a review process for government investment pools used by the City. At a minimum, the City shall maintain on file a copy of the pool's investment policy and its requirements for participation, including limitations on deposits or withdrawals. For any pools used by the City, the Director of Finance/Treasurer shall include a listing by report to the Board quarterly by percentage the amount the pool has invested by investment sector.

11. Use of Professional Investment Manager

The City has engaged an investment advisor to assist in its investment program. Investments made by the Investment Advisor will be under the direction of the Director of Finance/Treasurer and will conform to this policy and within limitations of the Government Code.

12. Authorized Financial Dealers and Institutions

For transactions executed by the City's Investment Advisor, the Investment Advisor shall select broker/dealers according to Investment Advisor's selection policy. The use of broker/dealers will conform to the Investment Advisor's approved list at the time of investment. For transactions executed directly by the City and not purchased from the issuer, the Director of Finance/Treasurer will maintain a list of financial institutions authorized to execute investment transactions.

13. Safekeeping and Custody

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and by the City. The only exception to the foregoing shall be investments in: (i) depository accounts, (ii) LAIF, the county pool and other local government investment pools, and (iii) money market mutual funds, since the purchased securities are not deliverable. Evidence of each these investments will be held by the City.

14. Other Constraints

The City shall operate its investments within the many stated and self-imposed constraints. The City shall not leverage funds for investment purposes. It shall buy no stocks, shall not speculate, nor shall it deal in futures or options, or buy on the margin. Outside of participation in the State and County investment pools, the City shall not have any investments in exotic instruments such as inverse floaters, range notes, or mortgage-derived, interest-only strips, reverse repurchase agreements, or flexible repurchase agreements. The City will not purchase any security having an interest rate derived from an index, commodity price or other variable, i.e., securities commonly known as derivatives. The City may invest in floating rate securities.

15. Performance Standards – Yield

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City may utilize either a passive or active management approach of portfolio assets. Accordingly, the City may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with changes in cash flow schedules or market conditions. Given this strategy, the basis used by the Director of Finance/Treasurer

to determine whether market yields are being achieved shall be to compare the City's portfolio yield to LAIF and two-year Treasury Note rates.

16. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

17. Investment Procedures

The Director of Finance/Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance/Treasurer.

18. Delegation of Authority

Management responsibility for the investment program is hereby delegated for a one-year period to the Director of Finance/Treasurer who shall have full responsibility until the delegation of authority is revoked or expires for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Director of Finance/Treasurer.

19. Investment Policy Adoption

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.



City Council
Agenda Report

Agenda Item 5.

DATE: December 12, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Yazmin Arellano, Director of Public of Works

SUBJECT: Authorization to Accept, Appropriate, and Expend the CalRecycle SB 1383 Grant FY2021-22

RECOMMENDATION:

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

1. Increase General Fund appropriations by \$146,529 for the purpose of transferring grant proceeds to the Public Works Operating Grant Fund; and
2. Authorize the City Manager or designee to accept, appropriate, and expend funds received from the CalRecycle SB 1383 Grant (CALSB1383) for FY 2021-22; and
3. Authorize the City Manager or designee to execute any documents and agreements necessary to receive and use these funds.

BACKGROUND:

Senate Bill (SB) 1383 set methane emission reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The Budget Act of 2022 authorizes CalRecycle to award grants to local jurisdictions to assist in implementing programs to meet these statutory requirements. This new State program was emerging while the City was preparing to transition to its new financial management system, as well as developing the Fiscal Year 2022-23 Annual Budget.

During this period, the Public Works Department applied for the CalRecycle SB 1383 funding, and \$146,529 was awarded and received. Unfortunately, given the limited information available at the time, this was deposited in the General Fund. Now that the new program is better understood, the tracking and management requirements of the program are best met by dedicated grant management. Therefore, this action recommends the appropriation, and transfer, of the \$146,529 from the General Fund (101) to the Public Works Operating Grant Fund (251).

Additionally, staff recommends the City Council ratify previous actions to access this funding by explicitly authorizing the acceptance, appropriation, and expenditure of funds received from the CalRecycle SB 1383 Grant (CALSB1383). Eligible uses of this funding were identified as (approximately):

1. Consultant Services (\$61,000),
2. Administrative Costs (\$16,800),
3. Education/Outreach (\$2,729),

- 4. Equipment (\$50,000), and
- 5. Organic Receptacles/Bins/Bags (\$16,000).

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Senate Bill 1383 grant award and the use of funds is exempt from the California Environmental Quality Act pursuant to sections 15301, 15308 and 15309 of the CEQA Guidelines. These funds will be used for inspections, education and outreach, maintenance of public facilities and organic waste capture.

FISCAL IMPACT:

The CalRecycle SB 1383 FY2021-22 Grant (CALSB1383) provides \$146,529 for a variety of functions related to the reduction of the emission of short-lived climate pollutants. These functions will not impact the General Fund, and no matching funds are required for this grant.

Prepared By: Monica Martinez, Sr. Management Analyst

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
TO INCREASE GENERAL FUND APPROPRIATIONS AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO ACCEPT, APPROPRIATE, AND EXPEND THE
CALRECYCLE SB 1383 GRANT FUNDS FOR FY 2021-2022 PAYMENT PROGRAM
FUNDS TO ASSIST IN MEETING METHANE EMISSIONS REDUCTION OF SHORT-
LIVED CLIMATE POLLUTANTS STANDARDS

WHEREAS, Senate Bill (SB) 1383 set methane emission reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants; and

WHEREAS, a new State program enacted in 2022, the Budget Act of 2022 ("Budget Act"), authorizes CalRecycle to award grants to local jurisdictions to assist in implementing programs to meet these methane emission standards; and

WHEREAS, during the time the Budget Act was enacted, the City's Public Works Department applied for the CalRecycle SB 1383 funding, and \$146,529 was awarded to the City, received, and deposited in the General Fund; and

WHEREAS, staff recommends the City Council authorize the appropriation and transfer of \$146,529 from the General Fund (101) to the Public Works Operating Grant Fund (251) in efforts to meet state methane reduction targets, as well as to ratify previous actions to access this funding by explicitly authorizing the acceptance, appropriation, and expenditure of funds received from the CalRecycle SB 1383 Grant (CALSB1383) for eligible uses; and

WHEREAS, Senate Bill 1383 grant award and the use of funds is exempt from the California Environmental Quality Act pursuant to sections 15301, 15308, and 15309 of the CEQA Guidelines as the funds will be used for inspections, education and outreach, maintenance of public facilities and organic waste capture; and

WHEREAS, the City Council finds that it is in the City's best interest to appropriate and transfer \$146,529 from the General Fund (101) to the Public Works Operating Grant Fund and to ratify previous actions to access this funding by explicitly authorizing the acceptance, appropriation, and expenditure of funds received from the CalRecycle SB 1383 Grant (CALSB1383).

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

1. The City Council finds that the recitals above are true and correct, and are incorporated herein by this reference.
2. Senate Bill 1383 grant award and the use of funds is exempt from the California Environmental Quality Act pursuant to sections 15301, 15308, and 15309 of

the CEQA Guidelines as the funds will be used for inspections, education and outreach, maintenance of public facilities and organic waste.

3. The City Council authorize the City Manager, or such person designated by the City Manager, to appropriate and transfer \$146,529 from the General Fund (101) to the Public Works Operating Grant Fund for purposes related to the reduction of the emission of short-lived climate pollutants, including eligible uses funding in the approximate amounts as follows:

- a. Consultant Services (\$61,000),
- b. Administrative Costs (\$16,800),
- c. Education/Outreach (\$2,729),
- d. Equipment (\$50,000), and
- e. Organic Receptacles/Bins/Bags (\$16,000).

4. The City Council also hereby ratifies previous actions to access this funding by explicitly authorizing the acceptance, appropriation, and expenditure of funds received from the CalRecycle SB 1383 Grant (CALSB1383).

5. The City Council hereby commits to expending the funds for Methane Emissions Reduction.

6. The authorizations set forth herein are effective for fiscal year 2023-2024.



City Council Agenda Report

Agenda Item 6.

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Mara Romano, Purchasing Agent
SUBJECT: Award of Bid No. 021-24 – San Diego River Watershed Water Quality Improvement Project

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act in accordance with sections 15307 and 15308 of the State CEQA Guidelines; and
2. Adopts the next Resolutions, in order, to:
 - a. Approve Plans and Specifications for San Diego River Watershed Water Quality Improvement Project, Bid No. 021-24; and
 - b. Award the bid to the sole responsive, responsible bidder, Downstream Services, Inc., in the amount of \$347,684.

BACKGROUND:

The San Diego River Watershed Water Quality Improvement Project is funded by the San Diego River Conservancy Grant and encompasses the installation of storm water pollution structural controls, such as, full capture storm drain filters in El Cajon's designated environmental justice communities. These controls keep storm drains clean and clear of contaminants as required by regional, state, and national regulations.

The bid was advertised on October 5, 2023. One response was received on November 13, 2023 and was evaluated. A bid summary is attached, and the proposal is on file in the Purchasing Division.

Staff recommends the City Council adopts resolutions to (1) approve the plans and specifications for the project, and (2) award the bid to the sole responsive, responsible bidder, Downstream Services, Inc., in the amount of \$347,684.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed San Diego River Watershed Water Quality Improvement Project is exempt from the California Environmental Quality Act pursuant to state CEQA Guidelines sections 15307 and 15308 as this action takes to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT:

The fiscal impact is \$347,684. Sufficient funds are available in the Fiscal Year 2023-24 San Diego River Watershed Water Quality Improvement Project (243819PWCP).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Yazmin Arellano, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Bid 021-24 Approve Plns & Specs

Bid 021-24 - Awd

Bid Summary 021-24

RESOLUTION NO. ___-23

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR SAN DIEGO
WATERSHED WATER QUALITY IMPROVEMENT PROJECT
(Bid No. 021-24)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Resolution Awarding Bid For San Diego Watershed Water Quality Improvement Project (Bid No. 021-24) project (the "Project"); and

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

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

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

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

RESOLUTION NO. ___-23

RESOLUTION AWARDING BID FOR SAN DIEGO WATERSHED
WATER QUALITY IMPROVEMENT PROJECT
(Bid No. 021-24)

WHEREAS, Bid No. 021-24 the San Diego Watershed Water Quality Improvement Project (the "project"), was advertised on October 5, 2023; and

WHEREAS, one response was received on November 13, 2023 and was evaluated; and

WHEREAS, the Project will encompass the installation of storm water pollution structural controls, such as, full capture storm drain filters in disadvantaged areas of the City to keep storm drains clean and clear of contaminants as required by regional, state, and national regulations; and

WHEREAS, after thorough evaluation of the response, City staff has determined that the sole proposal received from Downstream Services, Inc. ("Downstream") meets the City's requirements; and

WHEREAS, the fiscal impact of the Project is \$347,684.00, and sufficient funds are available in the Fiscal Year 2023-24 San Diego River Watershed Water Quality Improvement Project (243819PWCP); and

WHEREAS, the Project is exempt from the California Environmental Quality Act pursuant to state CEQA Guidelines sections 15307 and 15308 as this action takes to assure the maintenance, restoration, enhancement, or protection of the environment; and

WHEREAS, the City Council believes it to be in the best interest of the City to award Bid No. 021-24 to Downstream, 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 from the California Environmental Quality Act pursuant to state CEQA Guidelines sections 15307 and 15308.
3. The City Council hereby awards Bid No. 021-24 to Downstream Services, Inc. in an amount not to exceed \$347,684.00 for the Project.
4. The City Manager, or designee, and City Clerk are authorized and directed to execute an agreement for the Project on behalf of the City of El Cajon (the "Agreement"), with such changes or amendments as maybe approved by the City

Manager, or designee, and to take all actions and to execute all documents and/or attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

12/12/23 CC Agenda

Reso – Bid No. 021-24 – San Diego River Watershed Water Quality Improvement Project (Downstream Svcs Inc) 112123



City of El Cajon – Purchasing Division

BID EVALUATION

(To be included as an attachment to the agenda report.)

Bid No. 021-24	Bid Name: San Diego River Watershed Water Quality Improvement Project
Solicitation Due Date/Time: November 13, 2023/ 2:00 p.m.	Initial Date of Advertisement: October 5, 2023
Number of Responses Received: 1	Bid Estimate: \$750,000

SUMMARY OF BIDS (INCLUDE ANY ADD. ALTS.):

Vendor	Vendor Type	Bid Amount	Format	Submit Date	Status
Downstream Services, Inc.	CADIR	\$347,684.00	Electronic	11/13/2023 11:53:17 AM	Submitted

BID EVALUATION (TOP THREE LOWEST RESPONSES):

Bidder	Bid Responsiveness	Notes
Downstream Services, Inc	Yes	

LEGAL REVIEW REQUIRED: YES NO **IF YES, DATE LEGAL REVIEW COMPLETED:** _____

RENEWAL OPTIONS: YES NO **IF YES, SPECIFY TERM W/RENEWAL OPTIONS:** _____

LOWEST, RESPONSIVE, RESPONSIBLE BIDDER NAME AND AMOUNT: DOWNSTREAM SERVICES, INC., \$347,684

PURCHASING DIVISION:

Review Completed By: Mara Romano

Date: November 13, 2023



City Council Agenda Report

Agenda Item 7.

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Jose Dorado, Housing Manager
SUBJECT: Fiscal Year 2022-23 El Cajon Housing Authority Annual Report (pursuant to California Health and Safety Code §34176.1)

RECOMMENDATION:

That the El Cajon Housing Authority reviews and accepts the Annual Report, substantially in the form as presented, for the fiscal year ending June 30, 2023.

BACKGROUND:

In 2011, the El Cajon City Council elected to retain the housing assets and functions previously performed by the El Cajon Redevelopment Agency ("RDA") and accepted the transfer of all rights, powers, duties, and obligations associated with the housing activities of the RDA. In order to elect this option, the City created the El Cajon Housing Authority ("ECHA") to assume the housing functions of the former redevelopment agency. The ECHA, acting as the successor agency entity for all housing assets of the former Redevelopment Agency, accepted responsibility for the Low and Moderate Income Housing Asset Fund ("LMIHAF") balance, the physical assets, and the housing loan portfolio which continues to generate income as loans are repaid and/or interest is earned.

The California Health and Safety Code ("HSC") governs the activities and requirements of housing authorities as well as the use and reporting requirements. Annually, two reports are required to be reviewed and accepted by the ECHA. The first report includes all activities undertaken by the ECHA during the previous fiscal year as allowed under HSC §34321.3, such as acquisition or disposition of property for development, issuing revenue bonds, making loan commitments for development, etc. The report also includes information on compliance with affordability and rent limit requirements, budget and expenditures, and information on domestic violence tenancy terminations, among other things. This report was presented to the ECHA on September 26, 2023, and was submitted to the State of California Department of Housing and Community Development on September 28, 2023. While the first report includes information about the ECHA as a whole, the second annual report (SB-341 Report) provides specific details regarding ongoing functions and continuing obligations of the successor housing agency as described below:

SB-341 Annual Report (Successor Housing Agency)

Following the conclusion of each fiscal year, the El Cajon Housing Authority ("ECHA"), acting as the successor agency for all housing assets of the former Redevelopment Agency, must review and accept an annual report pursuant to California Health and Safety Code (HSC),

section 34176.1. The purpose of this second annual report is to provide the governing body with the status of housing assets and activities of the housing successor including ongoing functions and continuing obligations. In summary, the SB-341 report includes the following information:

1. Statements relating to income, types of expenditures and fund balances of the Housing Authority's Low and Moderate Income Housing Asset Fund ("LMIHAF");
2. Statutory value of assets owned by the El Cajon Housing Authority;
3. Updates on any activities related to fund transfers, recognized obligation payments (ROPS) and housing successor owned property;
4. Income and Asset Tests;
5. Report on any excess surplus funds, and
6. An inventory of assisted homeownership units, as described by the law.

The SB-341 Report (Attachment 1) is based on information prepared by Housing Authority staff and information contained in the independently audited financial statements for the City that includes the Low and Moderate Income Housing Asset Fund for Fiscal Year 2022-23, as required by the audit conducted by Rogers, Anderson, Malody, and Scott, LLP. After the ECHA reviews and accepts the report, it will be submitted to the State of California Department of Housing and Community Development by April 1.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This action does not constitute a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) because it is an administrative action that does not result in any change in the environment and is therefore exempt.

FISCAL IMPACT:

There is no impact to the General Fund. The cost to prepare the report is covered using Housing funds (290200).

Prepared By: Jose Dorado, Housing Manager

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

SB-341 Housing Authority Report

EL CAJON HOUSING AUTHORITY ANNUAL REPORT
REGARDING THE LOW AND MODERATE INCOME HOUSING
ASSET FUND FOR FISCAL YEAR 2022-23
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE
SECTION 34176.1(f)

This El Cajon Housing Authority Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to the California Health and Safety Code section 34176.1(f). This Report details the activities of the El Cajon Housing Authority (Housing Authority) during Fiscal Year 2022-23. The purpose of this Report is to provide the governing body of the Housing Authority with information on the housing assets and activities of the Housing Authority under Part 1.85, Division 24 of the California Health and Safety Code (HSC), in particular sections 34176 and 34176.1 (Dissolution Law).

The following is based upon information prepared by the Housing Authority staff. The data reported is based on unaudited financials. The Housing Authority is projected to gather final figures from the independent financial audit of the Housing Authority special revenue fund contained in the City of El Cajon Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2022-23. The final audit will be conducted by Rogers, Anderson, Malody & Scott, LLP. Furthermore, this Report conforms with and is organized into sections I through XI, inclusive, according to HSC section 34176.1(f) of the Dissolution Law:

I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the previous Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the fiscal year, distinguishing any amounts held for items listed on the ROPS from other amounts.

III. **Description of Expenditures from LMIHAF:** This section describes the expenditures made by the LMIHAF during the Fiscal Year. The expenditures are categorized. LMIHAF monies may be spent on the following:

- Administrative costs up to \$200,000 per year adjusted for inflation, or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the Housing Asset Transfer (HAT) form, whichever is greater.

- Homeless prevention and rapid rehousing services up to \$250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements.
- Affordable housing development assists households earning up to 80% of Area Median Income (AMI), subject to specific income and age targets.

IV. **Statutory Value of Assets Owned by Housing Authority:** This section provides the statutory value of real property owned by the Housing Authority, the value of loans and grants receivables, and the sum of these two amounts.

V. **Description of Transfers:** This section describes transfers, if any, to another Housing Authority agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees, or special needs housing.

VI. **Project Descriptions:** This section describes any project for which the Housing Authority receives or holds property tax revenue according to the ROPS and the status of that project.

VII. **Status of Compliance with HSC section 33334.16:** This section provides a status update on compliance with HSC section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided on the project.

VIII. **Description of Outstanding Obligations under HSC section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under HSC section 33413 that remained outstanding prior to the dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Authority's progress in meeting those prior obligations, if any, of the former redevelopment agency and the Housing Authority's plans to meet unmet obligations, if any.

IX. **Income Test:** This section provides the information required by HSC section 34176.1(a)(3)(B), or a description of expenditures by income restriction for the applicable five year compliance period, and whether the statutory thresholds have been met.

If any LMIHAF monies are spent on affordable housing development, it triggers a requirement to spend at least 30% of such expenses assisting extremely low-income households (30% of AMI) and no more than 20% on low-income households (between 60-80% of AMI) per five-year compliance period. The prior compliance period was from January 1, 2014 through June 30, 2019. The current five-year compliance period is from July 1, 2019 through June 30, 2024.

Housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor

could spend all its funds in a single year on households earning between 60-80% of AMI, as long as it was 20% or less of the total expenditures during the five-year compliance period.

X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Authority, its former redevelopment agency, and its host jurisdiction within the previous 10 years to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Authority, its former redevelopment agency and its host jurisdiction within the same time period.

If more than 50% of the total aggregate number of rental units produced during the past 10 years are restricted to seniors, the Housing Authority may not spend more LMIHAF monies on senior rental housing. For this Report, the ten-year period reviewed is July 1, 2013 to June 30, 2023.

XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Authority has had excess surplus, as well as the Housing Authority's plan for eliminating any excess surplus.

XII. **Homeownership Unit Inventory:** This section lists the homeownership units assisted by the former redevelopment agency or the Housing Authority that are subject to covenants or restrictions protecting the Housing Authority's investment, including: the total number of units; the number of units lost to the portfolio and the reason or reasons for those losses; the total amount of funds returned to the Housing Authority from repayments or other miscellaneous receipts; and whether the Housing Authority has contracted with any outside entity for the management of the units and if so, the identity of the entity.

This Report is to be provided to the Housing Authority's governing body (the El Cajon City Council) by December 31, 2023. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plan are to be made available to the public on the City of El Cajon's website. Following is the website location where these documents are to be found:

<http://www.elcajon.gov/your-government/departments/community-development/successor-agency/projects>.

I. AMOUNT DEPOSITED INTO LMIHAF

The following is the total amount of funds deposited into the LMIHAF during Fiscal Year 2022-23:

Deposit Category	Amount
Contract Services	\$5,049
Investment Earnings	\$74,196
Loan Repayments	\$129,107
Other Revenue (Equity Share, Interest on Loans, and miscellaneous reimbursements and revenues)	\$547
Total Amounts Deposited	\$208,899

Any Amounts deposited will be committed to funding new and existing projects in the coming fiscal year.

II. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year 2022-23, the ending balance in the LMIHAF was \$17,086,291 (not including deferred interest or real property), of which zero dollars were held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of LMIHAF expenditures by category for Fiscal Year 2022-23, including amounts drawn on development loans:

Expenditures Category	Amount
Monitoring and Administrative Costs (SB 341 permits up to 5% of the total Housing Authority assets or \$880,144)	\$173,344
Homeless Prevention & Rapid Rehousing Services	\$204,961
Housing Development:	
Low Income Units	\$ 0
Very-Low Income Units	\$ 0
Extremely-Low Income Units (Lexington Square project)	\$254,211
Total Housing Development	\$ 254,211
Total LMIHAF Expenditures Fiscal Year 2022-23	\$ 632,516

IV. STATUTORY VALUE OF ASSETS OWNED BY EL CAJON HOUSING AUTHORITY IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance (DOF) as listed in such schedule under HSC section 34176(a)(2), the value of the properties transferred to the Housing Authority pursuant to HSC section 34181(f), and the purchase price of property purchased by the Housing Authority. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

As of June 30, 2023, the statutory value of assets owned by the Housing Authority was:

As of Fiscal Year End	
Loan Receivables (Includes all development and First Time Homebuyer loans outstanding)	\$11,753,611
Real Property owned by the Housing Authority (A complete list of Housing Authority-owned properties is found in the Section VII table below)	\$ 5,849,269
Total Statutory Value of Housing Authority Assets	\$ 17,602,880

V. DESCRIPTION OF TRANSFERS

The Housing Authority did not make any LMIHAF transfers to other Housing Authority(s) under HSC section 34176.1(c)(2) during the Fiscal Year.

VI. PROJECT DESCRIPTIONS

There are no projects for which the Housing Authority receives or holds property tax revenue pursuant to the ROPS.

VII. STATUS OF COMPLIANCE WITH HSC SECTION 33334.16

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in HSC section 33334.16 shall be deemed to have commenced on the date that DOF approved the property as a housing asset in the LMIHAF. Thus, for any real property acquired by the former redevelopment agency now held by the Housing Authority in the LMIHAF, the Housing Authority must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset. For the Housing Authority, the date of DOF’s approval was August 23, 2012.

HSC section 33334.16 provides that the legislative body may extend the obligation of the Housing Authority to initiate development or dispose of former redevelopment agency property for one additional period not to exceed five (5) years. On August 8, 2017, prior to the expiration of the initial five-year period, the El Cajon City Council approved an additional five-year extension of the period to initiate development activities or dispose of the property described as the Lot Adjacent to 146 Ballantyne, as required by HSC sections 33334.16 and

34176.1(e).

HSC section 34176.1 provides that section 33334.16 does not apply to interests in real property acquired by the Housing Authority on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

Address of Property	Date of DOF Approval or Acquisition	Deadline to Initiate Development Activity	Status of El Cajon Housing Authority Activity
Lot adjacent to 146 Ballantyne	8/23/2012	8/23/2022	<p>Vacant. This is a remainder parcel of a lot line adjustment and sale of a larger parcel to the El Cajon Senior Towers.</p> <p>On August 8, 2017, prior to the expiration of the initial five-year period, the El Cajon City Council, acting as the Housing Authority, approved an additional five-year extension to initiate development activities or dispose of this property, as required by HSC sections 33334.16 and 34176.1(e). Due to the expiration of five-year period, the Housing Authority must explore the process to sell the property and deposit the proceeds into the Low and Moderate Income Housing Asset Fund.</p>

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO HSC SECTION 33413

The Housing Authority has no obligation remaining for replacement housing or inclusionary/production housing requirements, as described further below.

Replacement Housing (HSC section 33413(a)): As set forth in the 2009-14 El Cajon Redevelopment Agency Five Year Implementation Plan and Ten Year Housing Compliance Plan for the former redevelopment agency, adopted at a public hearing on June 23, 2009, the agency’s replacement obligations totaled 15 units (30 bedrooms) for moderate income households. The outstanding replacement housing obligation was met with the completion of construction of the 49-unit Solterra Senior Residences development for very-low income seniors in 2013. The former redevelopment agency’s Implementation Plan is posted on the City of El Cajon’s website at:<http://www.elcajon.gov/your-government/departments/community-development/successor-agency/projects>.

Inclusionary/Production Housing. On January 31, 2012, the Agency reported an outstanding affordable housing obligation of 46 units. The outstanding housing production obligation was met – with a surplus of 18 affordable units – with the completion of the following projects on or after February 1, 2012:

- Two (2) First-time Homebuyer loans for low-income households in 2012 (Birchwood Lane);
- Development of the 49-unit Solterra Senior Residences in 2013 (48 units restricted for very- low income and 1 unit restricted for moderate income);
- Recording of covenants to require that 15% of the units (13 units) in the El Cajon Senior Towers be restricted to very low-income households through the sale of the adjacent property at 146 Ballantyne in 2013; and
- The completed construction of the 70-unit Cornerstone Place project, for low-income veterans and families. 69 of the 70 units are restricted to low-income residents earning at or below 60% of AMI with 1 unit restricted for moderate income. Additionally, the Housing Authority and developer agreed to record covenants to secure 6 of the units for households reporting income at or below 40% of AMI restricted by both the Department of Housing Community and Development (HCD) and the California Tax Credit Allocation Committee (TCAC) whichever restriction is lower. The property's income and rent limit chart is published for each funding source to maintain and comply with the required set-asides.

IX. INCOME TEST

HSC Section 34176.1(a)(3) states that the Housing Authority must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI (\$39,050, 2022 limit & \$41,360 2023 limit for a family of 4), and no more than 20% for housing affordable to and occupied by households earning between 60-80% of the AMI (\$78,050/82,700, 2022 limit - \$104,100/\$110,250, 2023 limit for a family of 4), during any five year compliance period.

- 30% AMI Requirement:

As illustrated in [Appendix A](#) at the end of this report, in the last fiscal year the Housing Authority dedicated \$254,211 to the Lexington Square project for units with rental subsidies for households at or below 30% of AMI.

However, the Housing Authority failed to comply with the 30% of AMI requirement in the prior five-year compliance period, resulting in the Housing Authority having to ensure that 50% of the funds expended in each subsequent fiscal year are for the development of extremely low-income rental units, until the Housing Authority demonstrates compliance. The Housing Authority dedicated \$254,211 (100% of its total housing development expenditures in the last fiscal year) to the Lexington Square project for units with rental subsidies for households at or below 30% of AMI. This satisfied the compliance requirement that at least 50% of subsequent annual LMIHAF expenditures were for the development of housing affordable at or below 30% of AMI.

The **cumulative** expenditures of both the prior period and the current period (referred to as the "extended compliance period in Appendix A) is now in compliance with the test to expend 30% of total expenditures for housing affordable at or below 30% of AMI.

The Housing Authority will continue monitoring compliance for the prior five-year period on a moving-forward basis, tracking future fiscal year expenditures for the extended compliance period. Currently, the Housing Authority is at 35%.

60%-80% AMI Requirement:

Although the Housing Authority made no expenditures on development of housing affordable at 60% - 80% of AMI in the last fiscal year, for the current compliance period to date, expenditures in this category represent 28% of the total, which exceeds the 20% limitation. Therefore, the Housing Authority is **not currently in compliance**.

Failure to comply with the 60%-80% of the AMI requirement in any five-year compliance period will result in the Housing Authority not being able to expend any of the remaining funds on these income categories until in compliance. The Housing Authority expects to be in compliance before the end of the current five-year compliance period by targeting a majority of its expenditures to 30% AMI units.

While HSC section 34176.1(a)(3) does not establish an expenditure limit for households earning between 31-59% of the AMI, it is important to note that the Housing Authority has made significant contributions to the development of rental housing for these income levels.

X. SENIOR HOUSING TEST

The Housing Authority is required to calculate the percentage of units of deed-restricted rental housing restricted to seniors. As assisted by the Housing Authority, the former redevelopment agency and/or the City of El Cajon within the previous 10 years with the aggregate number of units deed-restricted housing and within the same time period. If this percentage exceeds 50%, then the Housing Authority cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Authority or the City of El Cajon assists. Construction has commenced on several restricted rental units that are equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Authority's Senior Housing Test for the 10-year period of 2013-14 to 2022-23:

Test #1 Identify units funded in the last ten years:

Project Name	Senior (Yes or No)	# of Units/Year
Cornerstone Apts	No	69/2017-2018
Lexington Square Apts	Yes	40/2019-2020

Test #2: Calculate the percentage of senior vs. non senior

Unit Category	2013-14 to 2022-23
# of Assisted Senior Rental Units	40
# of Total Assisted Rental Units	109
Senior Housing Test Percentage	37%

*Assisted Housing Developments as defined in Government Code Section 65863.10

Based on the results of the above Test, the Housing Authority may expend funds in the LMIHAF to assist additional senior housing units. Solterra and El Cajon Senior apartments were restricted in 2012/2013 and no longer count towards the 50% test.

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in HSC section 34176.1(d) as an unencumbered amount in the account

that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Authority's preceding four fiscal years, whichever is greater. If an Excess Surplus exists, the Housing Authority will be required to, within the next three (3) fiscal years, encumber any excess surplus for the purposes allowed under Community Redevelopment Law, in compliance with HSC sections 34176.1(a)(3) or (c)(2). If the Housing Authority fails to comply with this requirement, the Housing Authority would be required to transfer the funds to HCD.

The following provides the Excess Surplus test for the preceding four fiscal years:

Activity	2019-20	2020-21	2021-2022	2022-2023
Ending fund balance	\$14,142,943	\$18,229,783	\$17,594,541	\$17,086,291
Less unavailable amounts: Land Held for Resale, Commitments to Projects, & Loans Receivables	(\$12,093,877)	(\$15,775,220)	(\$15,214,319)	(15,063,958)
Unencumbered LMIHAF	\$2,049,066	\$2,454,563	\$2,380,222	\$2,022,333
Total deposits for last four years	\$2,046,189	\$7,233,287	\$6,648,566	\$6,445,483
Greater of \$1,000,000 or total deposits	\$2,046,189	\$7,233,287	\$6,648,566	\$6,445,483
Computed excess surplus	\$2,877	\$0	\$0	\$0

At Fiscal Year ending June 30, 2023, the LMIHAF has an Excess Surplus amount of \$0. The unencumbered amount in the LMIHAF of \$2,022,333 does not exceed the aggregate amount of \$6,445,483 deposited in the fund for the past four fiscal years. In FY 2020-21, the Housing Authority committed \$3.95 million for Project Based Rental Assistance ("PBRA") to 40 of the units at Lexington Square Apartments for households at or below extremely low income (30% of AMI) over 15 years, thus eliminating the excess surplus balances from both 2018-19 and 2019-20. In FY 2022-23, the Housing Authority committed \$254,211 towards the annual payment for PBRA. With this payment, the percentage total of expenditures for the 30% AMI Category is now at 60% versus 54% for FY 2022-2023. Although compliant with the 30% and 31-59% requirements, LMIHAF cannot be spent in the 60%-80% category since the SB-341 limitation is 20% and 42% has been spent due to the Grossmont Habitat for Humanity For Sale Project. There is no penalty for non-compliance, however, the Housing Authority is limited to assisting households in this AMI range (60-80% AMI).

XII. HOMEOWNERSHIP UNIT INVENTORY

The homeownership units assisted by the former redevelopment agency or the Housing Authority that are subject to covenants or restrictions protecting the Housing Authority's investment include:

- 1) A total of 58 homeownership units started in FY 2022-23
- 2) A total of 1 homeownership unit was lost in FY2022-23. This was due to the unit being lost to a loan repayment with excess proceeds on a trustee sale (e.g. foreclosure).

- 3) A total of 57 homeownership loans were reported as of June 30, 2023
- 4) The total amount of funds returned to the Housing Authority in FY 2022-23 from repayments or other miscellaneous receipts related to homeownership units:

Category	Amount
Loan Repayments (including partial loan repayments)	\$84,633
Other Revenue (Shared Equity)	\$32,183
Other Revenue (Subordinations&Reconveyances)	\$545
Total Amounts Deposited	\$117,361

- 5) The Housing Authority has not contracted with any outside entity for the management of the homeownership/loan portfolio units.

Note: previous reports included three rehabilitation loans. An adjustment was made to the previous year report to only reflect homeownership units.

Appendix A. Expenditure Compliance

El Cajon Housing Authority

Compliance Period Expenditures (Current Period)

Annual Expenditures	Annual Limits ¹		Expenditure Requirements (FY19-20 through FY2023-24)		
	Admin/ Monitoring	Homeless Prevention	30% Minimum	No Limit	20% Maximum
			30% AMI	31-59% AMI	60-80% AMI
FY 2019-20	N/A	N/A	\$ -	\$ 65,530	\$ 694,966
FY 2020-21	N/A	N/A	\$ 639,080	\$ -	
FY 2021-22	N/A	N/A	\$ 265,530	\$ -	\$ -
FY 2022-23	\$ 173,566	\$ 204,961	\$ 254,211		
Annual Total	\$ 173,566	\$ 204,961	\$ 1,158,821	\$ 65,530	\$ 694,966
Percentage of Total	N/A	N/A	60%	N/A	36%
SB 341 Limitation	\$880,144	\$250,000	>50%	N/A	<20%
Compliant (Yes/No)	Yes	Yes	Yes	Yes	No

Compliance Period Expenditures (Prior Years)

Prior FY's	Annual Limits ¹		Five-Year Period (2013-14 through 2018-19)		
			30% AMI	31-59% AMI	60-80% AMI
1/1/2014-6/30/14			-	-	60,135
FY 2014-15			-	6,350	207,602
FY 2015-16			-	18,405	11,516
FY 2016-17			-	-	-
FY 2017-18			-	874,796	-
FY 2018-19			-	361,941	-
Compliance Period Total Expenditures			\$0	\$1,261,492	\$279,253
Percentage of Total			0%	82%	18%
SB 341 Limitation			>30%	N/A	<20%
Compliant (Yes/No)			No	Yes	Yes
Extended Compliance Period Expenditures (Prior Years)					
FY 2019-20 ²			-	\$ 65,530	\$ 694,966
FY 2020-21			\$ 693,080	-	-
FY 2021-22			\$ 267,530	-	-
FY 2022-23			254,211	-	-
Adjusted Compliance Period Total Expenditures			\$1,214,821	\$1,327,022	\$974,219
Percentage of Total			35%	38%	28%
SB 341 Limitation			>30%	N/A	<20%
Compliant (Yes/No)			Yes	N/A	No

¹ The Admin/Monitoring and Homeless Prevention amounts are annual limits. Expenditures by income level are five-year limits.

² Additional report years are added to the prior 5-year compliance period in order to monitor if/when new expenditures are adequate to satisfy compliance thresholds on a cumulative basis.

Source: Low and Moderate Income Housing Fund Trial Balance Summary by Fund (6/30/23) and City Response to Data Request



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Selection of Deputy Mayor

RECOMMENDATION:

That the City Council selects a Deputy Mayor, for the 2024 calendar year, according to the El Cajon Municipal Code.

BACKGROUND:

According to the provisions of Section 2.08.010 of the El Cajon Municipal Code, the City Council shall meet in December and choose one of its number as Deputy Mayor. The Deputy Mayor shall serve at the will of the majority of the City Council, or until the expiration of the normal term in December 2024.

The following is a history of the Deputy Mayor rotation for the past four years:

2023	Steve Goble
2022	Michelle Metschel
2021	Gary Kendrick
2020	Phil Ortiz

The title "*deputy mayor*" shall be interchangeable for all purposes with the title "*mayor pro tempore*."

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The selection of a deputy mayor for the 2024 calendar year is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(5) of the state CEQA Guidelines, because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

Prepared By: Angela Cortez, City Clerk
Reviewed By: N/A
Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Bent Koch, Fire Chief
SUBJECT: Community Risk Assessment and Standards of Cover Report

RECOMMENDATION:

That the City Council receives the report from Emergency Services Consulting International (ESCI) as an informational item.

BACKGROUND:

In 2007, the City of El Cajon used a consulting firm to have an analysis done of its community risk assessment and standards of cover. In the sixteen years since the last analysis, the City has seen changes and grown in many ways, which highlights the need to evaluate again the current and future needs and vulnerabilities of the Fire department's service model. The need for emergency services in El Cajon has grown exponentially; the call volume alone has increased over 14% in the last five years, although the population growth is at a much slower rate, which does not match the rapid call growth. As part of the City Council Action Plan, the City Council directed staff to conduct a study to analyze coverage needs and recommendations.

As a part of the Fire department's FY2023-2024 budget, Emergency Services Consulting International (ESCI), an International Association of Fire Chiefs (IAFC) company, was contracted to have an assessment performed. The community risk assessment includes analysis of risks such as EMS, Fire, Hazmat, and Natural Incidents. The standards of cover portion of the assessment is the analysis of the jurisdiction's ability of the community and public services to handle and mitigate the identified risks from the community risk assessment.

In July 2023, ESCI began their assessment. They obtained many pieces of data from the Fire Department and made site visits as well to get a full picture of what our jurisdiction is made up of (buildings, staff, community resources, call data, geographical aspects, etc.), and what model(s) would serve our communities best in today's times. Ultimately, ESCI put together a report showing their analysis of our jurisdiction along with recommendations on areas where we can mitigate those risks and concerns with coverage.

During the City Council meeting, staff and ESCI representatives will present an overview of the study, along with findings and recommendations. The goal of the report is to better assess the current and future needs and vulnerabilities as it relates to the Fire department's service model, which ultimately helps the Fire department with both maintaining existing service levels, and

current and long-term planning. Also, staff will present some updated data about the nurse navigation program and its overall impact on the demand on EMS staff.

Staff recommends that the City Council receive the presentation and ask questions of staff and the consultant. However, because of the detailed analysis included in the report and the costly long-term recommendations, staff recommends that a City Council workshop on the topic be scheduled in February. This allows time for the City Council to further explore the report, formulate questions, and for staff to develop short-, medium-, and long-term options for consideration.

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.

Prepared By: Bent Koch, Fire Chief

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager

Attachments

El Cajon CRA


El Cajon Standard of Cover



2023 Community Risk Assessment

City of El Cajon

California

 1-800-757-3724

 info@esci.us www.esci.us

 www.esci.us



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety



Community Risk Assessment City of El Cajon California



Contents

- Executive Summary..... 5
- Acknowledgments..... 6
- Emergency Services Consulting International Team 6
- Organizational Overview:..... 7
 - Service area population and demographics..... 7
 - History, formation, and general demographics..... 7
 - Description of the current service delivery infrastructure..... 7
 - Governance & Lines of Authority..... 8
- Review of Services Provided 9
 - Emergency Services Response Types 9
 - Operational Staffing and Assignment Evaluation..... 9
 - Staff Allocation for Emergency Functions 9
 - Non-Emergency Staff 9
- Community Risk Assessment 10
 - Community Characteristics 10
 - Topography..... 11
 - Transportation..... 11
 - Evaluation of Physical Assets Protected..... 13
 - Planning Zone Risk Areas 15
 - Station 6 15
 - Station 7 17
 - Station 8 19
 - Station 9 21
 - Community Land Use Regulations 23
 - Hazardous Substances & Protection Processes 23
- Service Delivery & Performance 24
 - Hydrant Coverage Area 25
 - Service Demand Analysis 25
 - Incident Type Analysis..... 25
 - Future Service Demand..... 28
 - Temporal Analysis 30
 - Geographic Analysis 33
- Resource Distribution Analysis..... 36
 - ISO Distribution 36



NFPA Distribution 41

Resource Concentration Analysis 45

Resource Reliability Analysis 47

 Workload 47

 Incident Concurrency 49

Response Performance Analysis 49

 Alarm Handling Time 51

 Turnout Time 51

 Travel Time 53

 Response Time 54

 Total Response Time 55

Mutual Aid and Automatic Aid 56

 Station 6 61

 Station 7 62

 Station 8 62

 Station 9 63

 Training Facility 63

Apparatus 64

 Apparatus & Vehicles 64

 Apparatus Replacement 64

 Apparatus Review 65

Recommendations 66

 Recommendation # 1 66

 Recommendation # 2 66

 Recommendation # 3 66

 Recommendation # 5 66

 Recommendation # 4 66

 Administrative Recommendations 67

List of Figures 68

List of Tables 69



Executive Summary

The City of El Cajon and Heartland Fire & Rescue contracted with Emergency Service Consulting International (ESCI) to perform a Community Risk Assessment (CRA) and establish a baseline Standard of Cover (SOC). The CRA is an identification of a community's risks, vulnerabilities, and hazards and their ability to reduce those risks through planning and coping strategies. Once the risks are identified, they are evaluated in a Standard of Cover for the Fire Department. The SOC provides a numerical benchmark that the community and fire department can utilize over the next three to five years to assess its abilities to handle and mitigate the risks identified in the CRA. El Cajon is well protected by its fire department under the management of Heartland Fire & Rescue. The progressive outlook and growth the city has is seen directly in its support of the fire service. As with any growing community, hazards and risks will always accompany that growth. Identifying those risks is a major step in combating and minimizing them to ensure a safe and protected community for its citizens and visitors. ESCI has worked diligently with HFR staff to identify those specific risks and future needs for El Cajon to continue to be a safe place to live and work. Listed below are the summary of recommendations that ESCI has developed to ensure HFR can continue to provide efficient and effective fire service to El Cajon and its citizens.

- Continue and expand the El Cajon Community Care Nurse Navigation program
- Continue to review low acuity level calls to ensure Engine Companies are readily available for higher priority incident
- Consider an additional Duty Battalion position for better span of control
- Explore the addition of a 5th station in the North Central area to provide relief for Stations 6, 8, & 9 and decrease reliance on mutual aid from neighboring communities
- Evaluate additional staff for the Fire Marshal's Office to include a second Deputy Fire Marshal and Administrative Receptionist
- Continuation of administrative aspects to include WEED Abatement program, cooperative and collaborative purchasing, and development and implementation of a Succession Plan for Heartland Fire & Rescue Command Staff



Acknowledgments

Heartland Fire & Rescue

Fire Chief | Bent Koch

Division Chief | Brian Hayward

Battalion Chief | Jon Nevin

Senior Management Analyst | Barbara Watkins

City of El Cajon Officials

Mayor | Bill Wells

City Manager | Graham Mitchell

Assistant City Manager | Vince DiMaggio

District 1 Council Member | Gary Kendrick

District 2 Council Member | Michelle Metschel

District 3 Council Member | Steve Goble

District 4 Council Member | Phil Ortiz

Emergency Services Consulting International Team

Joe Powers | Managing Director

Jeff Stone | Project Manager

Stewart McGehee | Associate

Rodney Mascho | Service Delivery Analyst

Katie Kelly | GIS Data

Shuana Murrell | Editor

Organizational Overview:

Service area population and demographics

El Cajon is the sixth largest city in San Diego County with a 2020 US Census population of 105,765. The city covers approximately 14.4 square miles with an average elevation of 435 feet. The median age of El Cajon residents is 34.8 years old, living in a total of 36,010 households. El Cajon is recognized as a wonderful location to live, work, and play. It boasts a diverse and vibrant community, safe and attractive neighborhoods, many parks and recreation centers, award-winning schools, libraries, and many other amenities. El Cajon is a full-service city, with a first-class police department and an ISO Class 1 fire department comprised of 126 sworn police officer and 56 sworn firefighters (51 Floor and 5 Chief Officers). Ultimately, El Cajon is a shining example of a local government that provides exceptional municipal service with an innovative mindset.

History, formation, and general demographics

El Cajon was incorporated on November 12, 1912, as a General Law City after a vote on June 5th. The city is located 15 miles due east of San Diego in San Diego County. It is the 6th largest of the 18 cities within the county. El Cajon is diverse with numerous parks, community recreation centers, libraries, and churches. El Cajon also enjoys a considerable number of educational facilities to include a total of 29 primary schools and 6 secondary institutions. The city created a centennial logo to emulate its rich history as well as its welcoming and diverse community. This logo upholds its namesake – “the Valley of Opportunity”. Additionally, the logo’s bold, artful sun shining over the El Cajon Valley mirrors the city’s downtown landmark street arch located at the intersection of Main Street and Magnolia Avenue. The arch proudly marks the original historic site known as Knox’s Corners, and today, symbolizes the gateway to downtown El Cajon. Knox’s Corners was named after El Cajon’s original founder Amaziah Knox, who built the valley’s first hotel on the south side of an ancient Kumeyaay trail leading up to the Cuyamaca Mountain range. The Magnolia blossom represents the original trees imported from Alabama by the city’s first Mayor, James Harris. These beautiful trees were planted for shade and landscaping around the homes of the day and are continually used as a signature tree in the downtown landscape.



Description of the current service delivery infrastructure

Heartland Fire & Rescue manages fire and non-transport EMS services to the cities of El Cajon, La Mesa, and Lemon Grove. Operational authority is afforded under a Joint Powers Agreement. Heartland Fire & Rescue is the collective operational name for the fire service delivery agency to the cities of El Cajon, La Mesa, and Lemon Grove. Heartland Fire & Rescue does not have the purchasing or hiring authority as seen under a Joint Powers Authority. Constructed as an “Agreement” instead of an “Authority”, cost is shared based on an annual review of the previous years’ service delivery and cost per city. Each of the cities then provides a cost share based upon their individual prior year usage. Personnel, apparatus, supplies, and facilities are funded by each city individually. Personnel are hired by a city and paid accordingly to that city’s pay scale and obtain that city’s benefits. Apparatus and facilities are bought by each city respectively and they retain ownership. Each city funds the repair and maintenance of both



their respective fleet and facilities. Expandable goods are also allocated and accounted for per usage within each city's boundaries. The Heartland Fire & Rescue is branded on all apparatus with the respective city's name under the HFR logo. HFR currently staffs four stations within the city of El Cajon. These are designated as Stations 6, 7, 8, and 9. These stations operate four engines, one ladder truck, one squad, one battalion, and one brush truck. They are staffed daily with a minimum of 17 personnel plus the battalion chief. All personnel are trained to a paramedic level, but do not provide transport functions.

HFR stations and equipment respond to all calls for service in any of the overall jurisdictional boundaries of HFR's geographic territory. Even though personnel are employees of each city, they can move up or move over to other stations in another city's jurisdiction. Overtime is paid to the staff members from their city of employment regardless of which station they are working and then billed back to the home city. Personnel do have varying pay scales, but disparity is minimal across the three cities. The Fire Marshal's office is also a shared service under the direction of the fire department and the authority of the Fire Chief. Per California State Law, the Fire Marshal's office is the direct authority of the Fire Chief or his/her designee. Under this law, the Chief has a Fire Marshal and staff to handle the inspections and investigations required by state and local law and ordinances. Each city does have its own individual code adoption process and separate municipal codes that the Fire Marshal and staff must utilize when performing code inspections.

Governance & Lines of Authority

The California State Constitution provides for two forms of municipal government: Charter and General Law. Three principal systems are available under these two forms: equal council, council manager, and strong mayor. The legal distinction between general law and charter cities is that powers of the latter are established by provisions of its charter subject to any limitations imposed by federal or state law. A general-law city, on the other hand, may exercise only those powers authorized by state law. However, these powers are sufficiently broad to meet the needs of most municipal entities. In general-law cities the equal council system consists of five council members, including the mayor, each with an equal vote. Acting as a body, it is the chief governing authority. In charter cities the size of the council may be greater, as it is in the case of San Diego. The council elects one of its members as mayor annually unless a municipal ordinance approved by the electorate provides for election by popular vote.

The council-manager system has become the most popular one in California. It was developed to avoid the corruption and inefficiency which began to surface in some eastern cities in the latter part of the nineteenth century. It envisions a professional, nonpolitical public administrator responsible for the council for enforcing city ordinances, direction of administrative operations, and technical advice. The manager is appointed by and serves at the pleasure of the council. The council retains sole authority to enact local laws, make policy decisions, approve programs, adopt the budget, and provide general direction to the manager.

El Cajon operates as a Charter City under a Council -Manager system functioning with five council members with which one is the mayor and daily operations are managed and carried out by an appointed City Manager.



Review of Services Provided

Emergency Services Response Types

Emergency services are provided by Heartland Fire & Rescue as an all-hazards response agency. Heartland Fire & Rescue covers the cities of El Cajon, La Mesa, and Lemon Grove with a total of eight stations, staffed 24/7/365. Four of these fire stations are within the city limits of El Cajon. Heartland Fire & Rescue responds to all fires, medical emergencies, vehicle accidents, hazardous material incidents, and any request for services by the community. Heartland Fire & Rescue also conducts annual fire inspections and plans review through its Fire Marshal's division to ensure the safety of all its residents.. Heartland Fire & Rescue has a highly active community presence with its "Community Emergency Preparedness" programs and initiatives.

Operational Staffing and Assignment Evaluation

Heartland Fire & Rescue operates the four fire stations within the city limits of El Cajon with a staff of 51-line personnel. These personnel staff 4 Engines, 1 Ladder Truck, 1 Squad, 1 Type III Engine (crossed staffed) which consists of 15 Captains, 15 Engineers, and 21 Firefighter-Paramedics covering 3–24-hour shifts. Daily staffing is a minimum of 17 personnel.

Staff Allocation for Emergency Functions

HFR staffs all its frontline engines and ladder companies with a minimum daily staffing of 3 personnel. El Cajon has introduced an additional Squad Unit concept to augment Truck 6. Squad 6 is staffed with 2 additional personnel. This unit is utilized for EMS response in Station 6's immediate response zone. Squad 6 is also a direct attachment unit for Truck 6 on all fire incidents. This increases Truck 6 available on scene personnel from three to five. Squad 6 only answers calls within El Cajon, unless approved by the On-Duty Battalion to respond outside the city limits. Minor EMS incidents will receive either an Engine Company or Squad 6, depending on location and an ALS (Advanced Life Support) transport ambulance provided by AMR. (AMR is a contracted third-party EMS transport provider for El Cajon. El Cajon still retains the ambulance service rights for the city). Complex incidents (Structure Fire or Specialty Rescue) will receive four engines, one ladder truck, one ambulance, and one to two chief officers.

Non-Emergency Staff

Heartland Fire & Rescue also provides Fire Prevention services to all three cities. The Fire Marshal, as a designee of the Fire Chief, is tasked with fire prevention, public education, fire inspections, and fire investigations. The Fire Prevention Division is staffed by the Fire Marshal and Deputy Fire Marshal (which both serve all three cities), five Fire Inspectors (two Fire Inspector II's in El Cajon, one Fire Inspector I and one Fire Inspector II in La Mesa, and one Fire Inspector in Lemon Grove), one part time Geographic Information Systems Technician, and is partially supported by two Senior Management Analysts, one Administrative Secretary and one Administrative Office Assistant. Inspections are conducted by the Deputy Fire Marshal and Fire Inspectors, while Plan Review is shared among all Fire Prevention Division staff and Public Education, which receives assistance from the Emergency Preparedness Coordinator. The current growth and development incentives from the State of California have created a significant influx of new construction and infill development projects throughout the city. Fire department roadway access as well as water distribution systems and all associated infrastructure are ongoing concerns for Heartland Fire & Rescue and the local water purveyors. While there currently are not any development project of this nature, concerns do arise of future multi-story buildings with



little to no parking because of State incentives for residential development in close proximity to public transportation (Housing and Community Development - Transit Oriented Development and Assembly Bill 2345) which often results in tenants parking on surrounding substandard width streets. The rate of new construction is heavily affecting the fire inspection process and causing strain on Fire Prevention Division staff, which creates prioritization challenges and a significantly increased re-inspection schedule.

Community Risk Assessment

Community Characteristics

The data for the El Cajon Community paints a complex picture with several indicators that warrant attention from a risk perspective. One immediate standout is the high rate of households below the poverty level at 18%, coupled with 8% of households receiving public assistance income. This compares to the state poverty level of 11.4%. These figures highlight economic vulnerability, which often correlates with other types of risks such as crime and reduced access to healthcare. The nation uses a crime Index score rating of 100 as a benchmark for communities. Scores below this number are an indication of low crime, usually attributed to robust and active crime prevention measures by law enforcement. The total crime index is 91 out of 100 in terms of safety. This figure shows the presence of targeted intervention, especially given the high population density of 7,276.4 people per square mile which would normally be expected to have a higher than 100 index score rating.

Also noted is that 28% of households have one or more persons with a disability. This percentage suggests that any community planning or disaster response needs to be sensitive to the needs of disabled individuals. Notably, there is a significant daily population shift, with a decrease of 4,812 people. This could indicate a large commuter population, which could have implications for emergency response times and infrastructure needs during peak hours.

Regarding housing, the community has a high percentage (70%) of housing structures built before 1980, potentially indicating older infrastructure that may be more susceptible to damage or less compliant with modern safety and seismic standards. The vacancy rate is relatively low at 3%, but the proportion of renter-occupied units (58%) is higher than owner-occupied ones (42%). This could lead to higher resident turnover and less investment in long-term community well-being.

Interestingly, 51% of homes use gas appliances, thus requiring carbon monoxide alarms, further adding to public safety concerns. Educational attainment seems decent, with 17% having a college degree, but the relatively high percentages of school-aged children (11% in grades 1-8 and 6% in high school) suggest that educational services will need sustained focus and investment.

In summary, the El Cajon Community shows a mix of economic vulnerabilities, housing concerns, and population characteristics that together create a multifaceted risk profile requiring targeted interventions for improvement.



Topography

San Diego County has a diverse topography that includes coastal plains, mesas, foothills, and mountains. The topography of the county is generally influenced by the Peninsular Ranges—a series of mountain ranges that run approximately parallel to the coastline.

El Cajon lies at a lower elevation than the surrounding highlands, making the topography flat within the core of the community but gradually sloping upward toward the foothills and mountains that form its natural boundaries. Forester Creek, which is a major tributary to San Diego River, winds its way through the northern part of El Cajon, although it is often reduced to a trickle or completely dry depending on the season.

Due to its location, El Cajon experiences a warm Mediterranean climate, with hot summers and mild winters, but the topographical influences also create microclimates that can vary within short distances.

To the north and east, the Cuyamaca Mountains and the Laguna Mountains are not too far away, providing a starker, more elevated landscape with pine forests and rocky outcrops. These higher elevations offer a contrast to the generally flat or gently rolling landscape of El Cajon itself.

Overall, El Cajon's topography can be characterized as a mix of flat valley floors, rolling hills, and surrounding mountains, providing a rich and varied landscape within a relatively confined geographical area.

Transportation

San Diego County has a comprehensive transportation network that includes freeways, roads, public transit, airports, and even maritime ports. The system is designed to facilitate the movement of people and goods throughout the region, which includes the city of San Diego and its various communities, such as El Cajon.

El Cajon is well-connected by several major freeways. The most significant of these are:

- Interstate 8 (I-8): This east-west interstate runs through El Cajon, providing easy access to central San Diego to the west and to areas eastward, eventually reaching the California-Arizona state line.
- California State Route 67 (SR-67): This is a north-south highway that connects El Cajon to communities in the north like Ramona and beyond.
- California State Route 125: This is a north-south highway that traverses the western portion of El Cajon.



These freeways make it relatively easy to travel to other parts of San Diego County and beyond. There are also several significant arterial roads that facilitate local traffic within El Cajon and its surrounding areas.

The Metropolitan Transit System (MTS) operates bus services and light rail (trolley) that connect El Cajon with other parts of San Diego County. Bus routes are designed to serve local neighborhoods and connect with other forms of public transit, like trolleys and commuter trains.

The San Diego Trolley Green Line serves the El Cajon Transit Center, offering a convenient way to travel westward into San Diego's downtown area or eastward to the end of the line at Santee.

While El Cajon itself does not have a major international airport, it is served by the nearby San Diego International Airport (Lindbergh Field), which is about a 20- to 30-minute drive, depending on traffic. El Cajon does have Gillespie Field, a smaller, general aviation airport that provides services for private planes, flight schools, and some commercial services.

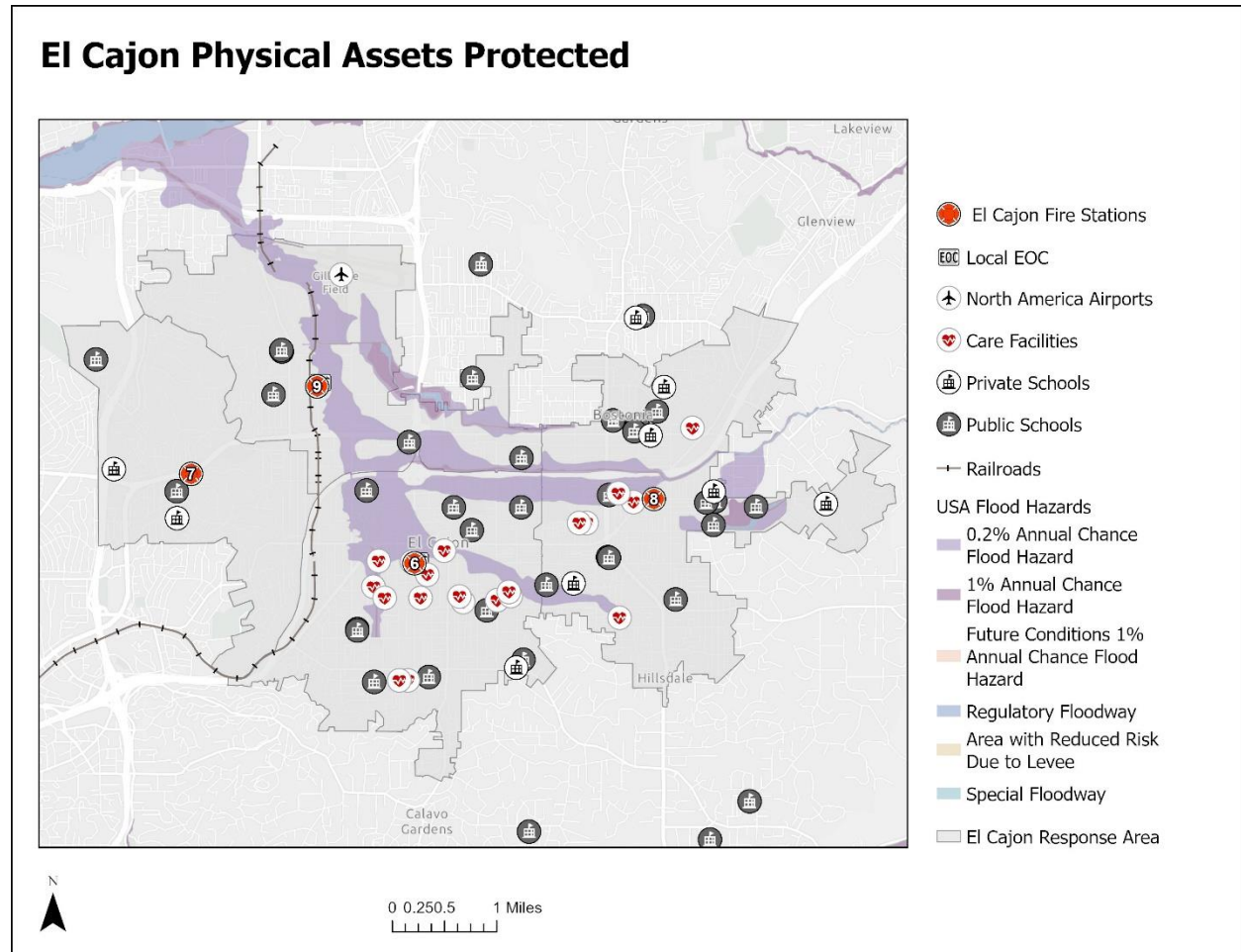
Cycling and walking are increasingly being promoted, with bike lanes and pedestrian-friendly areas gradually expanding. However, given the topographical challenges in some areas surrounding El Cajon and the car-centric culture of Southern California, these modes of transport are generally more feasible for local trips than for commuting long distances.

Overall, the transportation network serving El Cajon is quite robust, offering a variety of options for local and regional travel. Whether by car, bus, or trolley, residents and visitors have multiple ways to get around.

Evaluation of Physical Assets Protected

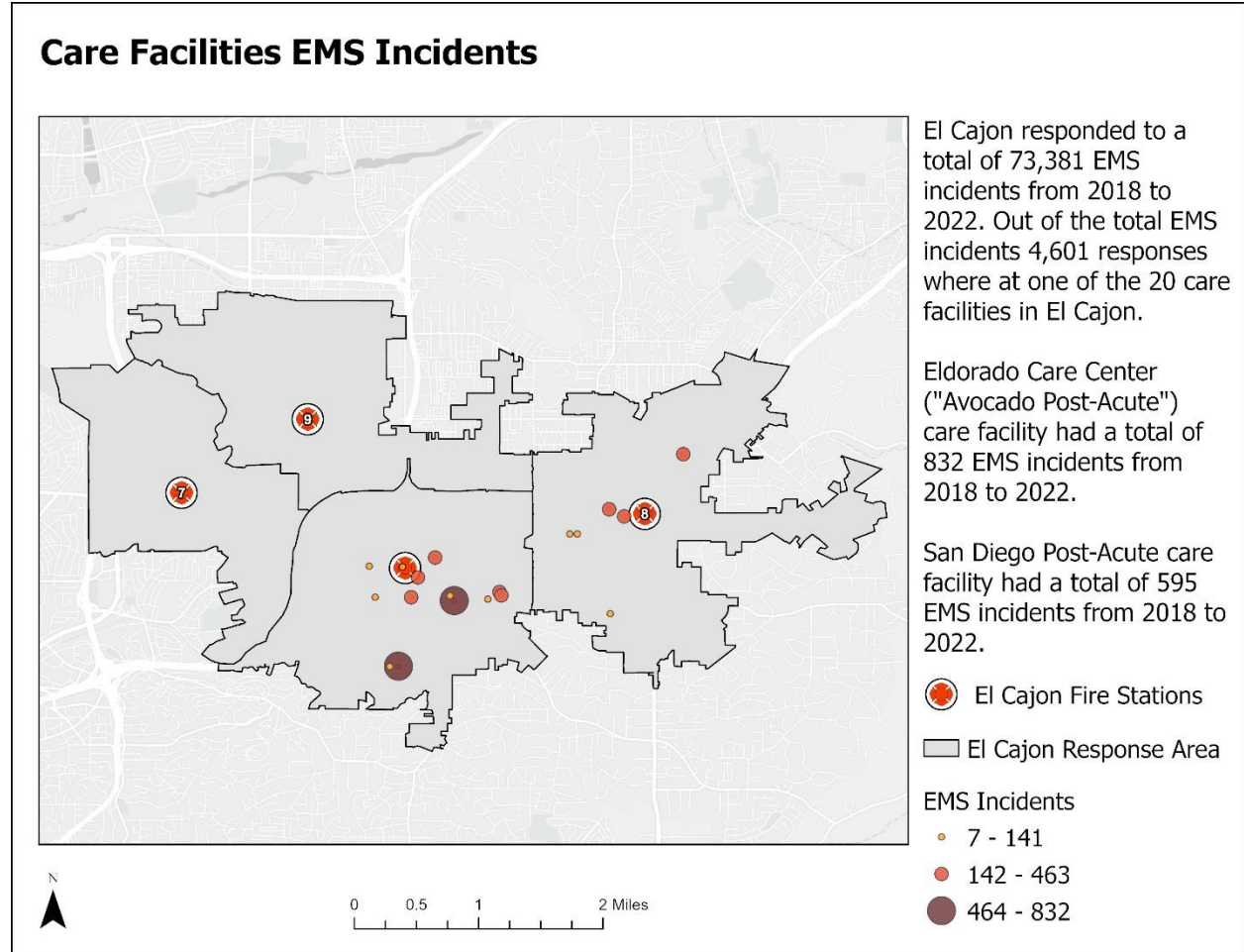
Heartland Fire & Rescue protects a substantial number of assets within the city limits of El Cajon. These include schools, both public and private, assisted living and care facilities, and airports. This is done with the immediate coverage of four Heartland Fire & Rescue stations in El Cajon.

Figure 1: Physical Assets Protected



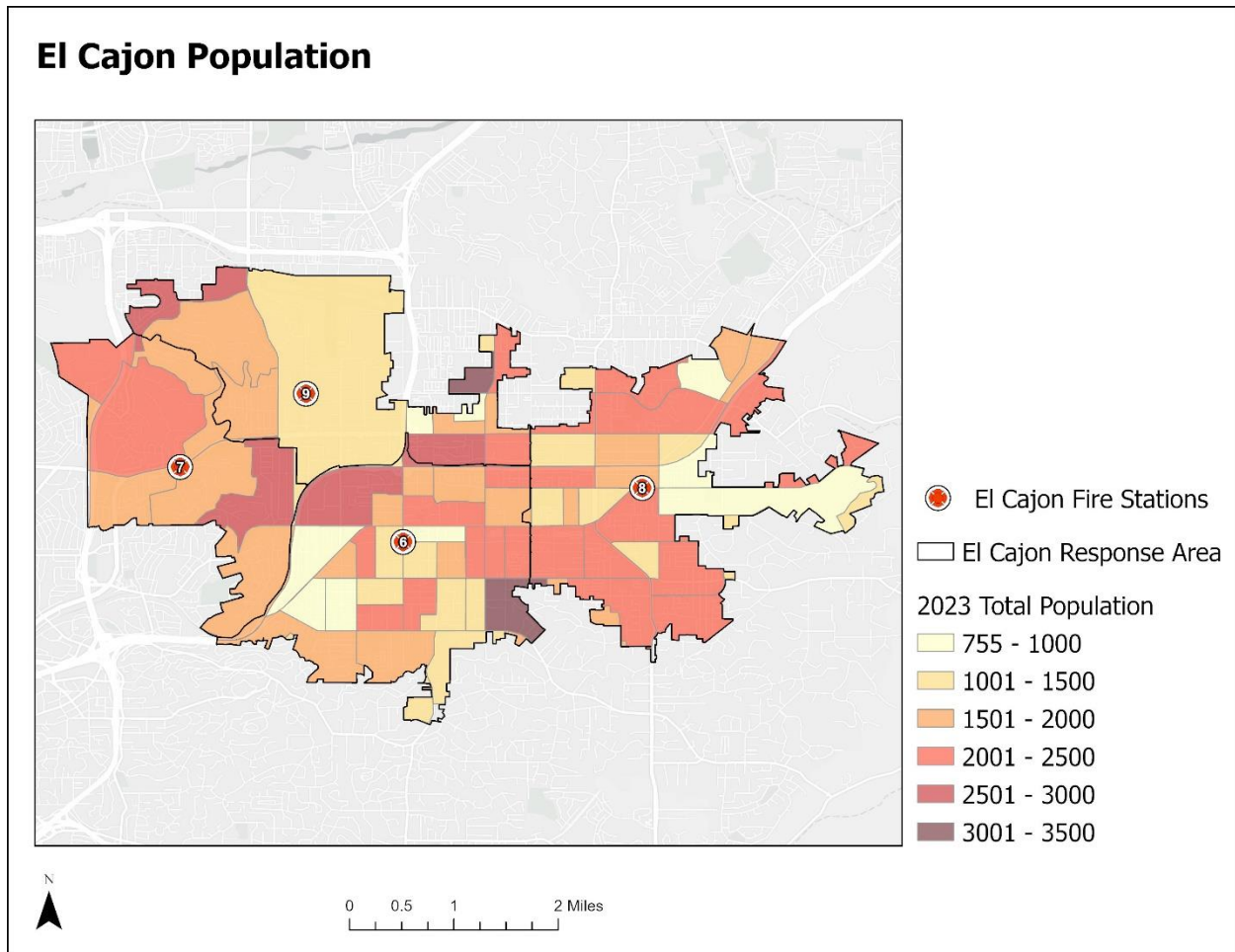
El Cajon has many skilled nursing facilities. These facilities account for a 14% impact on the number of EMS calls within the city. The following figure illustrates the service draw from the area’s skilled nursing facilities.

Figure 2: Care Facilities



Planning Zone Risk Areas

Figure 3 Population Density



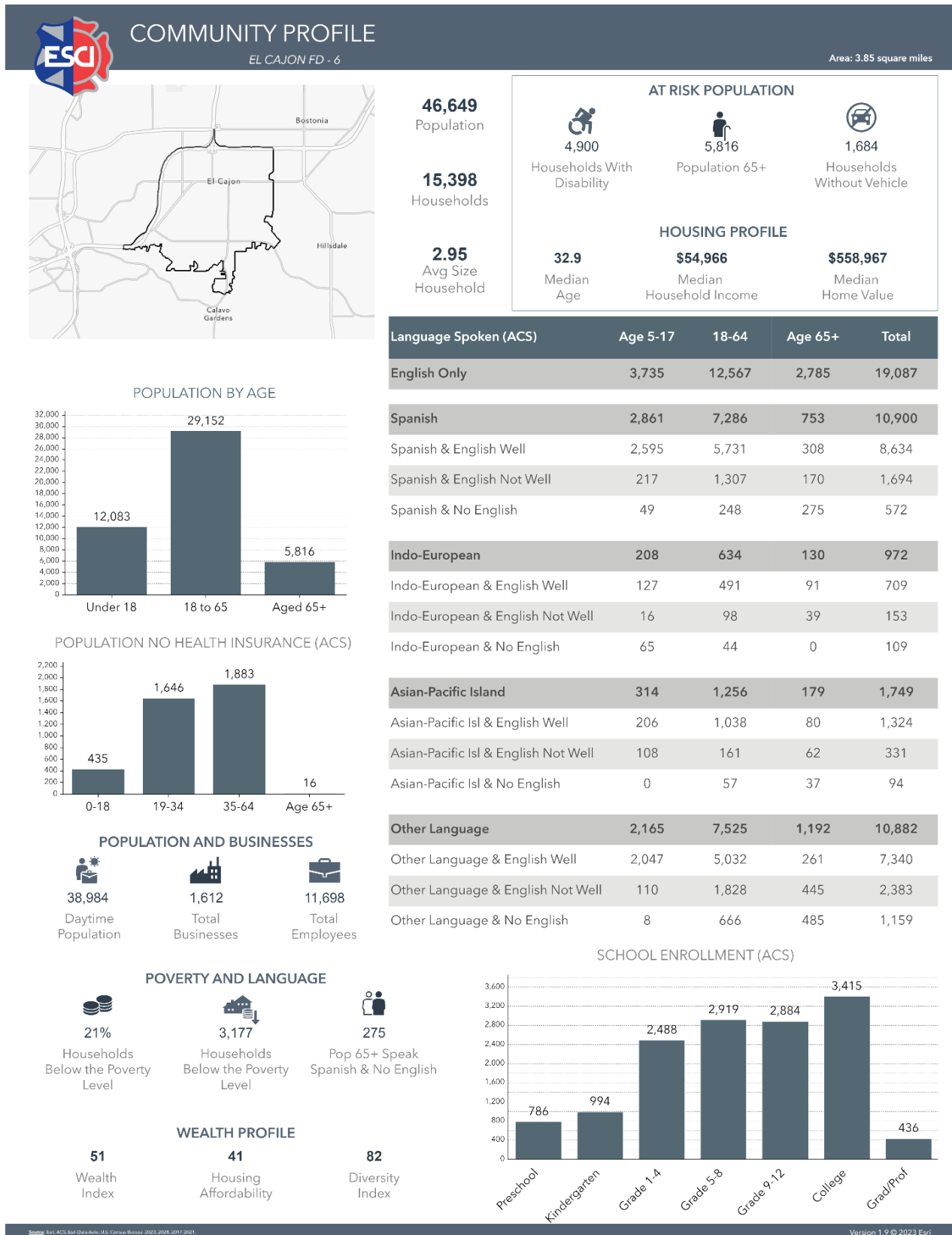
Station 6

The Station 6 community shows marked economic and social vulnerabilities. The area has a notably high rate of households with public assistance income at 10% and households below the poverty level at 21%. The daytime population decreases by a significant 7,665 people, suggesting elevated levels of commuting and potential strain on infrastructure. A substantial majority of the housing units are renter-occupied (73%), which may lead to high turnover and less community cohesion.

- Highest Percentage of Households with Public Assistance: 10%
- Highest Percentage of Households Below the Poverty Level: 21%
- High Daily Population Shift: -7,665 people
- Majority Renter-Occupied Units: 73%
- Low Percentage of Homes Using Gas Appliances: 40%



Figure 4: Station 6 Community Profile





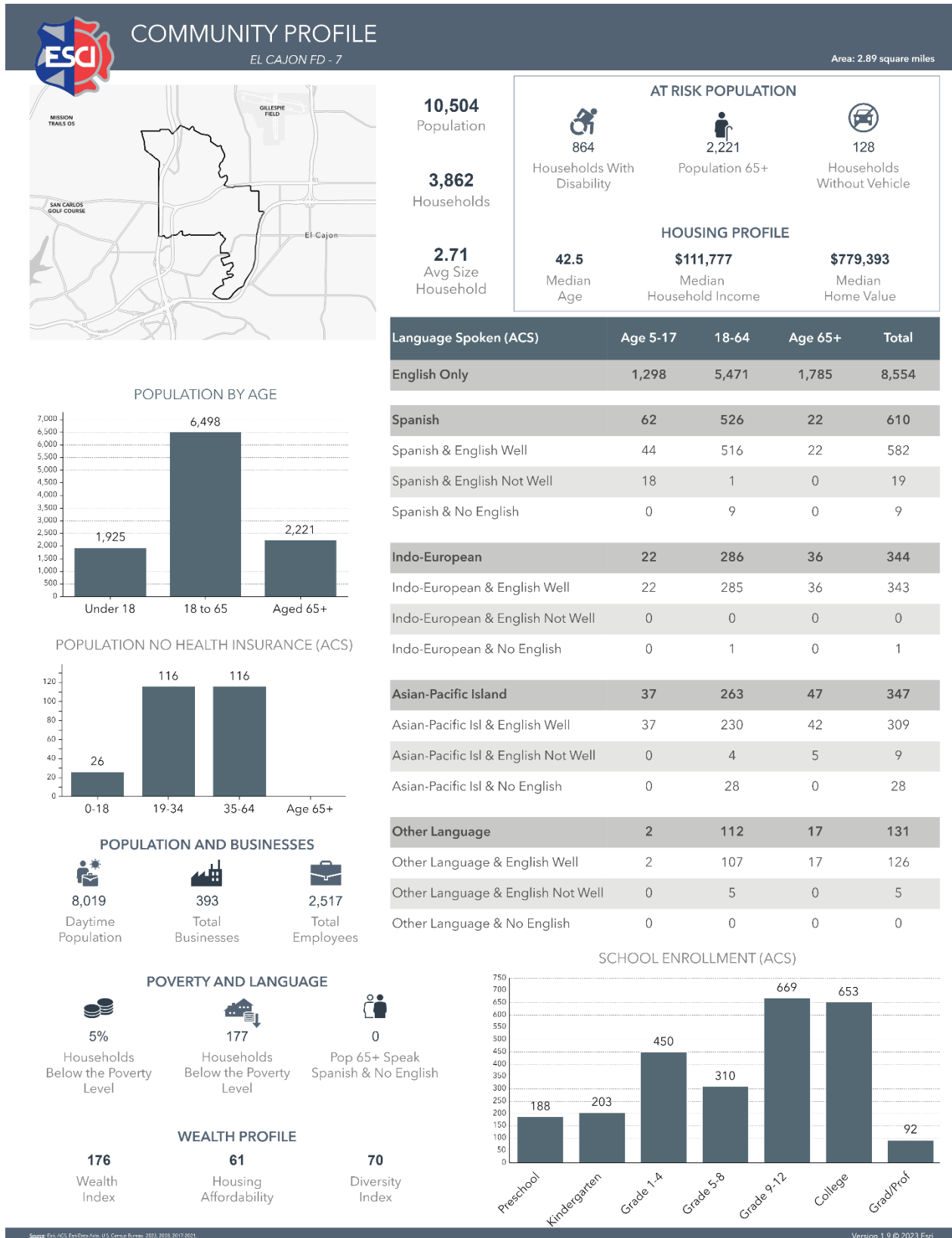
Station 7

Station 7's community stands out as the wealthiest community with a median household income of \$111,777. However, the area also has a high percentage of houses built before 1980 (86%), which could mean aging infrastructure in need of upgrades. Moreover, 22% of the households have at least one person with a disability, suggesting the necessity for specialized services. This community also has the highest percentage of individuals with a college degree at 29%.

- Highest Median Household Income: \$111,777
- Highest Percentage of Houses Built Before 1980: 86%
- High Percentage of Households with a Disability: 22%
- Lowest Percentage of Households Below the Poverty Level: 5%
- Highest Percentage of Population with a College Degree: 29%



Figure 5 Station 7 Community Profile



Source: Esri, ACS, Esri Data from U.S. Census Bureau, 2013, 2018, 2017-2021 Version 1.9 © 2023 Esri



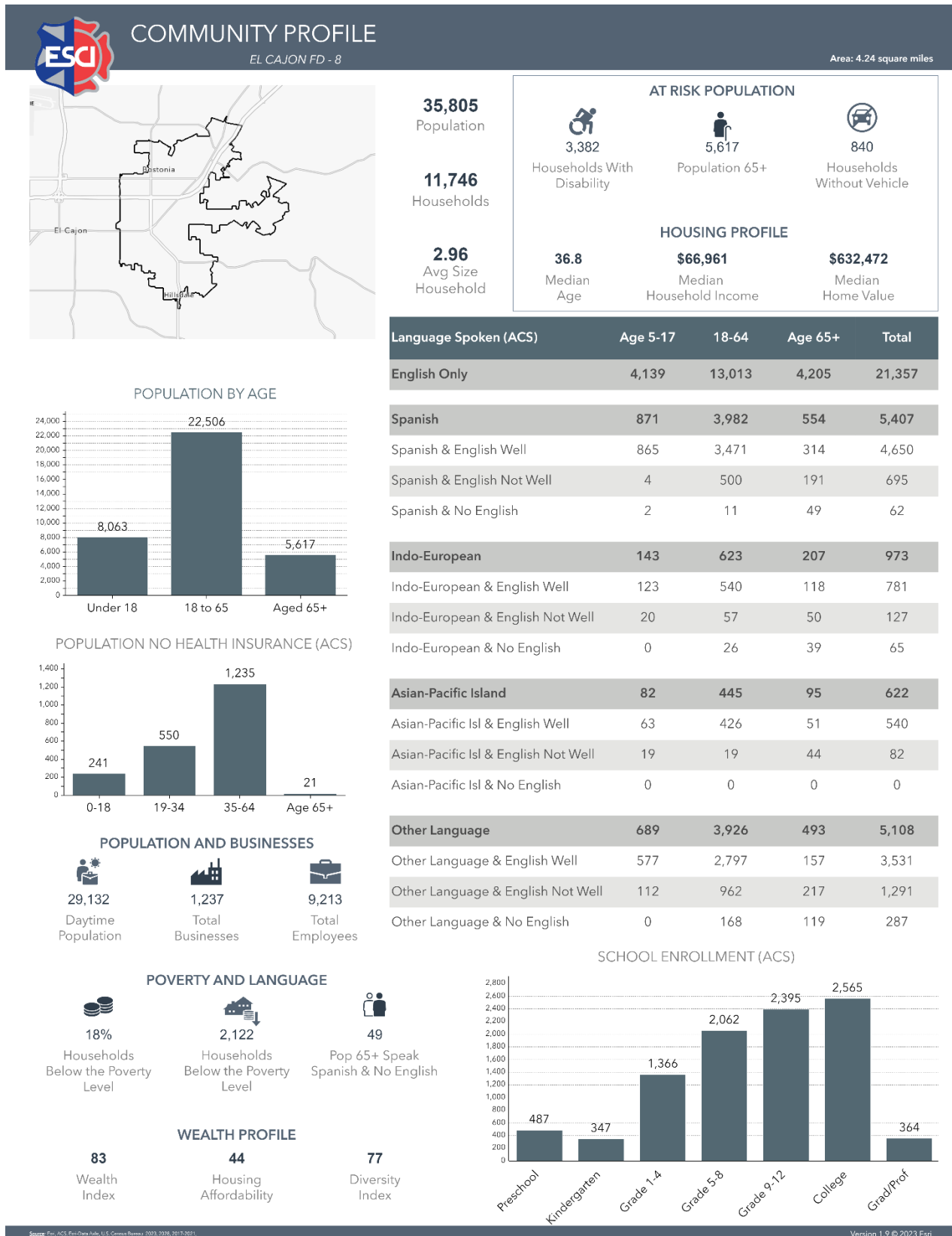
Station 8

The Station 8 community has unique characteristics that put it in a particular risk category. The area experiences a significant daily population shift with a decrease of 6,673 people, suggesting a predominantly commuter population, which could stress transportation infrastructure and present challenges for emergency response. The high percentage of households with disabilities (29%) points to the need for specialized disaster response plans. Interestingly, Station 8 has a balanced proportion of renters (48%) and owner-occupied (52%) housing units. However, it has a rather low crime index of 72, (National Index is based on score of 100) indicating a presence for robust community policing strategies.

- High Daily Population Shift: -6,673 people
- High Percentage of Households with a Disability: 29% Crime Index: 72
- Percentage of Population Older than 65: 16%



Figure 6 Station 8 Community Profile



Source: Esri, ACS, First-Data, Inc., U.S. Census Bureau, 2003, 2010, 2017-2021. Version 1.9 © 2023 Esri



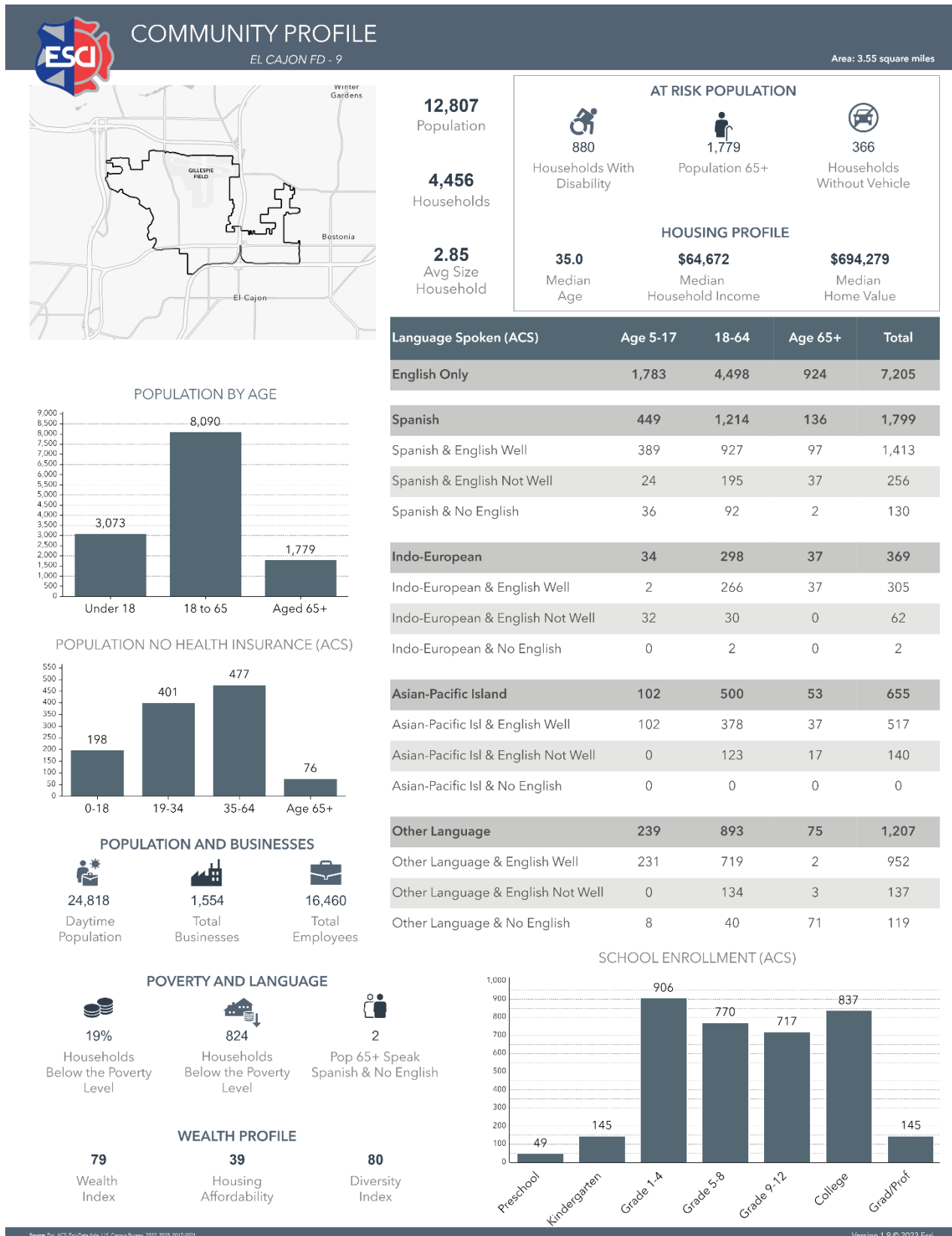
Station 9

Station 9's community stands out for its incredible increase in the daytime population of 12,011 people, indicating a heavy influx of commuters or visitors, which could strain local services and infrastructure. The community also shows a balanced housing scenario with 60% renter-occupied and 40% owner-occupied units. However, it has a somewhat high percentage of households below the poverty level (18%) that may need targeted interventions.

- Highest Daily Population Increase: 12,011 people
- Balanced Proportion of Renter and Owner-Occupied Units: 60% and 40% respectively
- High Percentage of Households Below the Poverty Level: 18%
- High Percentage of Population Older than 65: 14%
- High Percentage of Population with a College Degree: 19%



Figure 7 Station 9 Community Profile



Source: ACS, Five-Year Estimates, U.S. Census Bureau, 2019, 2019-2021.

Version 1.9 © 2023 Esri



Community Land Use Regulations

The El Cajon General Plan is a state-mandated document that represents the long-range vision of the city. Primarily, the plan is a comprehensive, long-range statement of development policies intended to guide decision makers. These policies are focused on the Land Use, Housing, and Safety Elements. While the General Plan sets the vision for how the City is to be developed, it is the El Cajon Zoning Code that implements the General Plan through zoning classifications, detailed development standards and regulations. These standards and regulations govern the use, placement, spacing and size of land and buildings throughout the City.

The El Cajon General Plan, with a major update in 1998, outlines the city's land use regulations under five main subheadings: Residential, Commercial, Industrial, Community Facilities, and Urban Design. The document is 23 years old and may not be entirely applicable. ESCI provides a review of the El Cajon General Plan. The General Plan was amended in July 2021, with specific regard to the housing and safety elements of the city.

El Cajon General Plan:

Residential: The Residential portion is detailed in a separate Housing Element and is not elaborated upon in the General Plan document.

Commercial: Neighborhood Commercial: Small centers (2-5 acres) located near residential areas for daily shopping needs, like grocery stores and laundromats.

General Commercial: Meant for broader service needs, typically single buildings on individual lots along major streets. Sometimes called "strip commercial" areas.

Regional Commercial: Large shopping centers (25-100 acres) containing large anchor stores, usually linked to transportation and offering ample parking.

Office-Professional Zone: Focuses only on office or office-related uses.

Special Development Areas (SDA): Allow for flexibility in development based on unique constraints like topography, drainage, etc. They are implemented through specific plans.

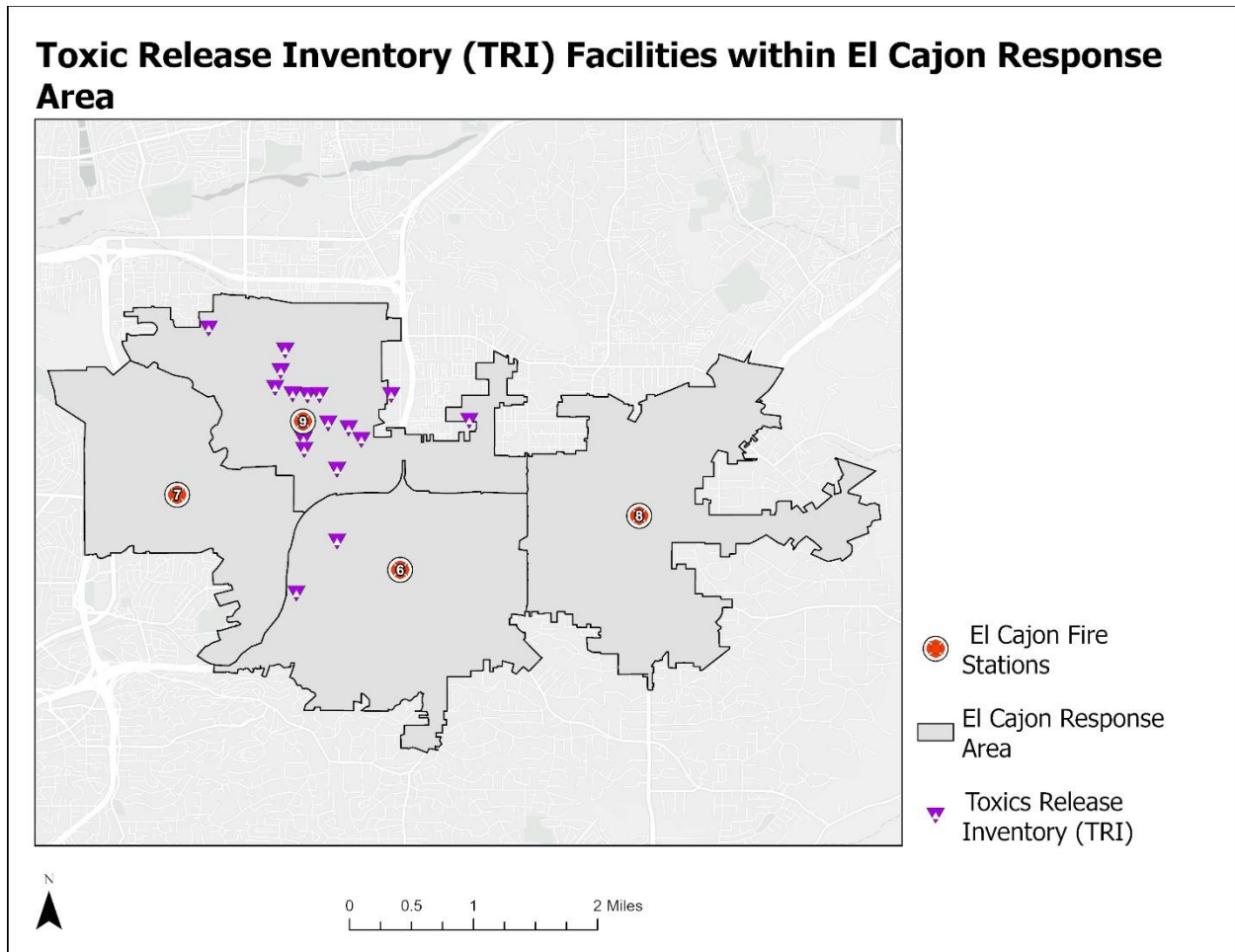
Industrial: Industrial Park: Designated on 922 acres, mainly around Gillespie Field Airport, serves as the city's primary industrial area.

Light Industrial: Found on 206 acres along corridors like the I-8 Freeway and Marshall Avenue.

Hazardous Substances & Protection Processes

El Cajon has several Hazardous Material Facilities within its city limits. These are mostly concentrated in Station 9's immediate response zone. State and Federal regulations aid in providing oversight for these types of facilities, however they still present a moderate risk to the community in the event of an accident or release.

Figure 8 Haz-Mat Facilities



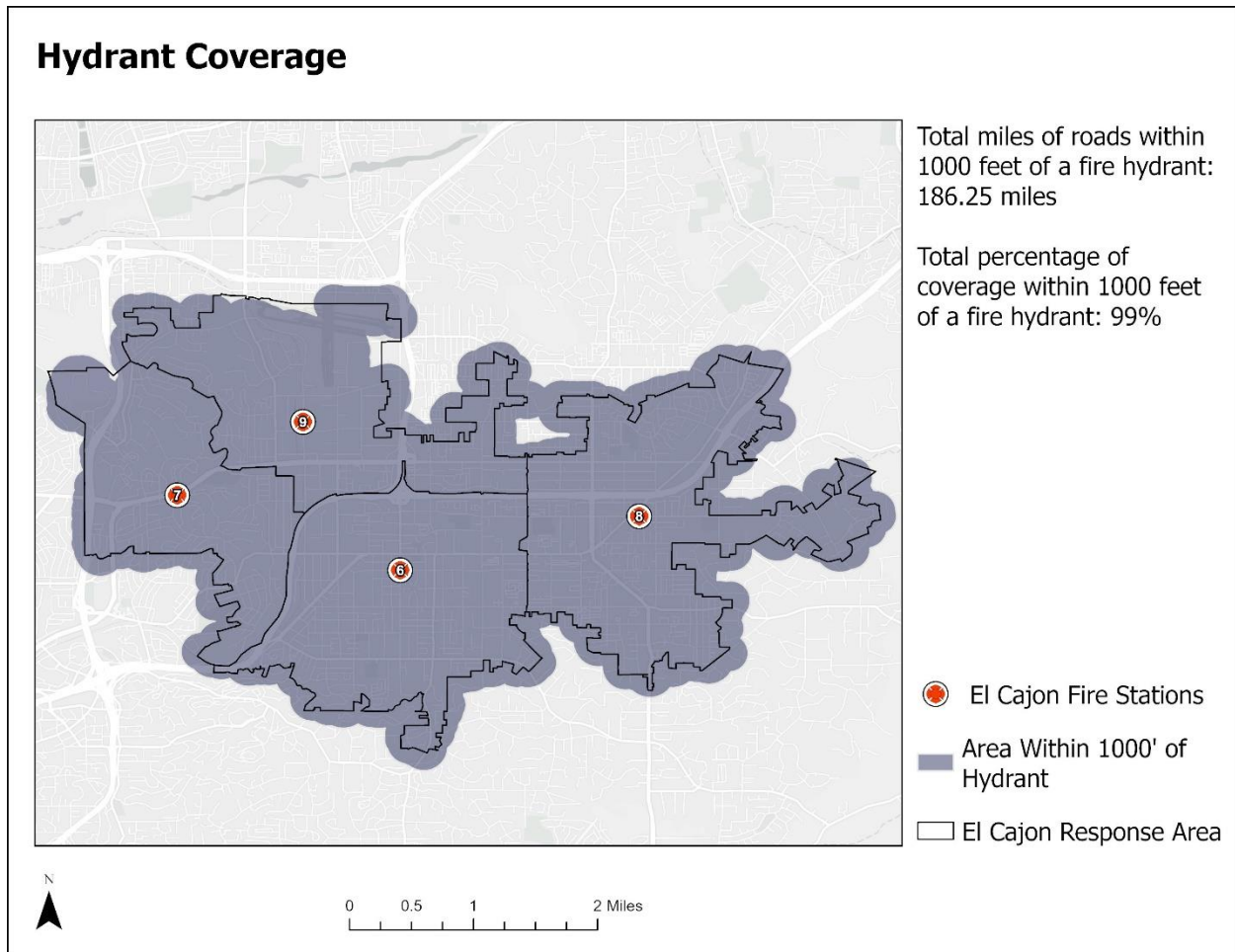
Service Delivery & Performance

As an all-hazards department, HFR manages emergency services within the City of El Cajon. As with most communities throughout the nation, community residents and visitors have an expectation that the services provided will be of high quality and arrive in a timely manner. For HFR leadership and elected officials to be armed to meet that expectation, they should have available to them a thorough analysis of existing service delivery within the community as compared to industry best practices and industry standards. To provide the most thorough analysis, ESCI considered the following components of service delivery.

- Service Demand
- Resource Distribution
- Resource Concentration
- Resource Reliability
- Response Performance

Hydrant Coverage Area

Figure 9 Hydrant Service Area Map



Service Demand Analysis

As the citizens and visitors of El Cajon activate the 911 system and request assistance, this creates the need for HFR to respond. Response to requests for services is often referred to as service demand and is the primary reason for the existence of HFR, even though they provide many other services within the community as well). Throughout each of the following analyses, incident data provided by HFR is grouped into calendar years for comparison.

Incident Type Analysis

The term all-hazards department as applied to HFR is used to encompass the many types of incidents to which the department responds. For some of these incidents, a single unit can mitigate the incident. For others, multiple units are required to mitigate the emergency. For HFR leadership and elected officials to best understand the nature of service demand within the City of El Cajon, they should be armed with a thorough analysis of incident types. This knowledge can be used as one component for determining staffing, equipment, training, apparatus, and more.

To help fire departments throughout the nation better quantify and qualify the types of incidents to which they respond, the National Fire Incident Reporting System (NFIRS) was developed. This system



provides a list of incident types (178 current 3-digit codes per incident type) which are grouped into series based on the first number as illustrated in the following figure. This standardized system allows departments to analyze the incident type component of service demand within their community and compare the information with other departments.

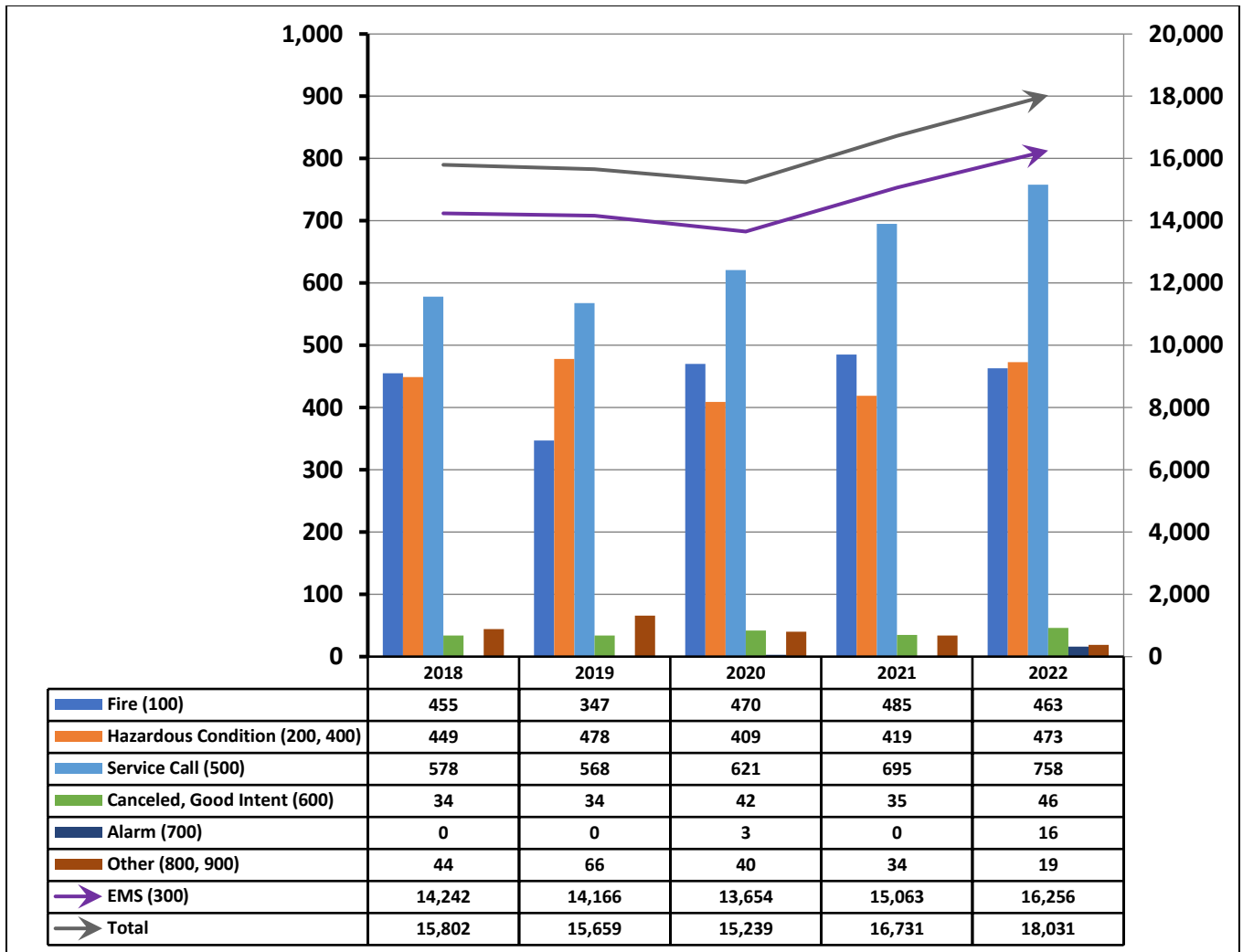
Figure 10 NFIRS Incident Series

Incident Series	Incident Heading
100-Series	Fires
200-Series	Overpressure Rupture, Explosion, Overheat (No Fire)
300-Series	Rescue and Emergency Medical Service (EMS) Incidents
400-Series	Hazardous Condition (No Fire)
500-Series	Service Call
600-Series	Cancelled, Good Intent
700-Series	False Alarm, False Call
800-Series	Severe Weather, Natural Disaster
900-Series	Special Incident Type

As illustrated in the following figure, the overall service demand within the City of El Cajon increased by 14.1% from 2018 to 2022. This overall increase included a decrease of 0.9% from 2018 to 2019, a decrease of 2.7% from 2019 to 2020, an increase of 9.8% from 2020 to 2021, and an increase of 7.8% from 2021 to 2022.



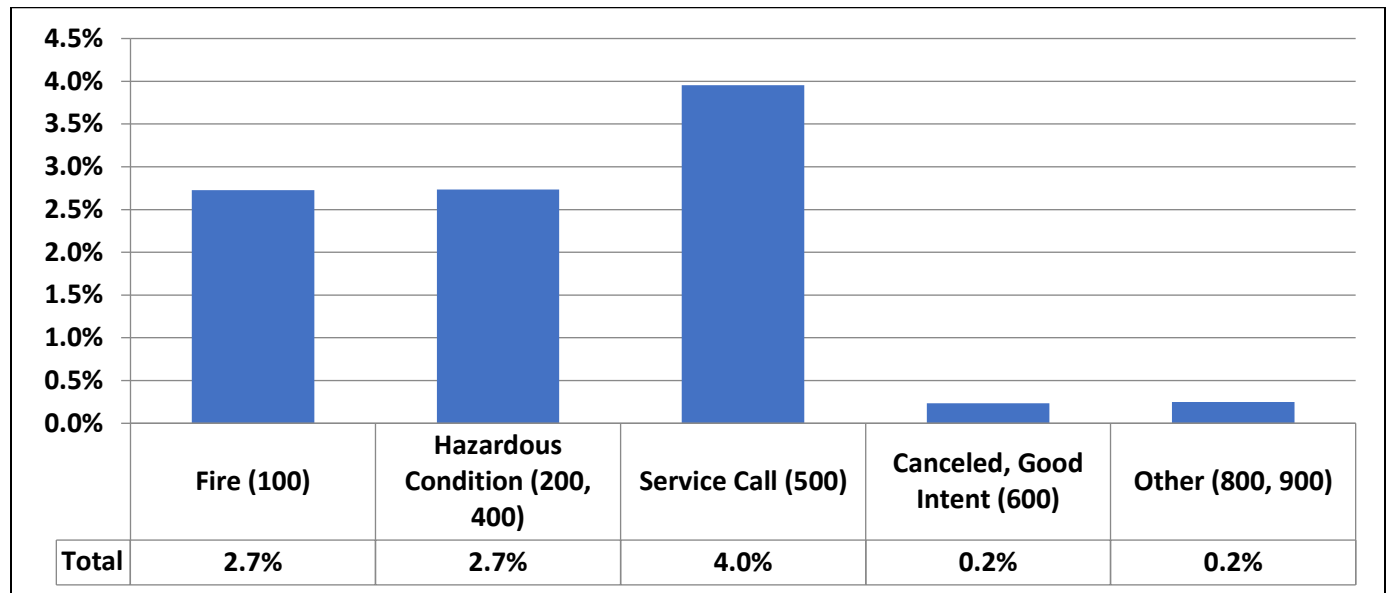
Figure 11 HFR (El Cajon) Service Demand by Incident Type, 2018–2022





The preceding figure provides HFR leadership and elected officials an ability to see the year-to-year change, not just in overall service demand, but also the year-to-year change for specific incident series. When attempting to fully evaluate the overall service demand, it is valuable to also view the same dataset from the perspective of how each series compares to the whole of service demand. **As illustrated in the following figure, the greatest service demand falls within the emergency medical services series, which comprise 90% of the service demand. The following chart shows the remaining incident type categories.**

Figure 12 HFR (El Cajon) Service Demand by Incident Type, 2018–2022



Future Service Demand

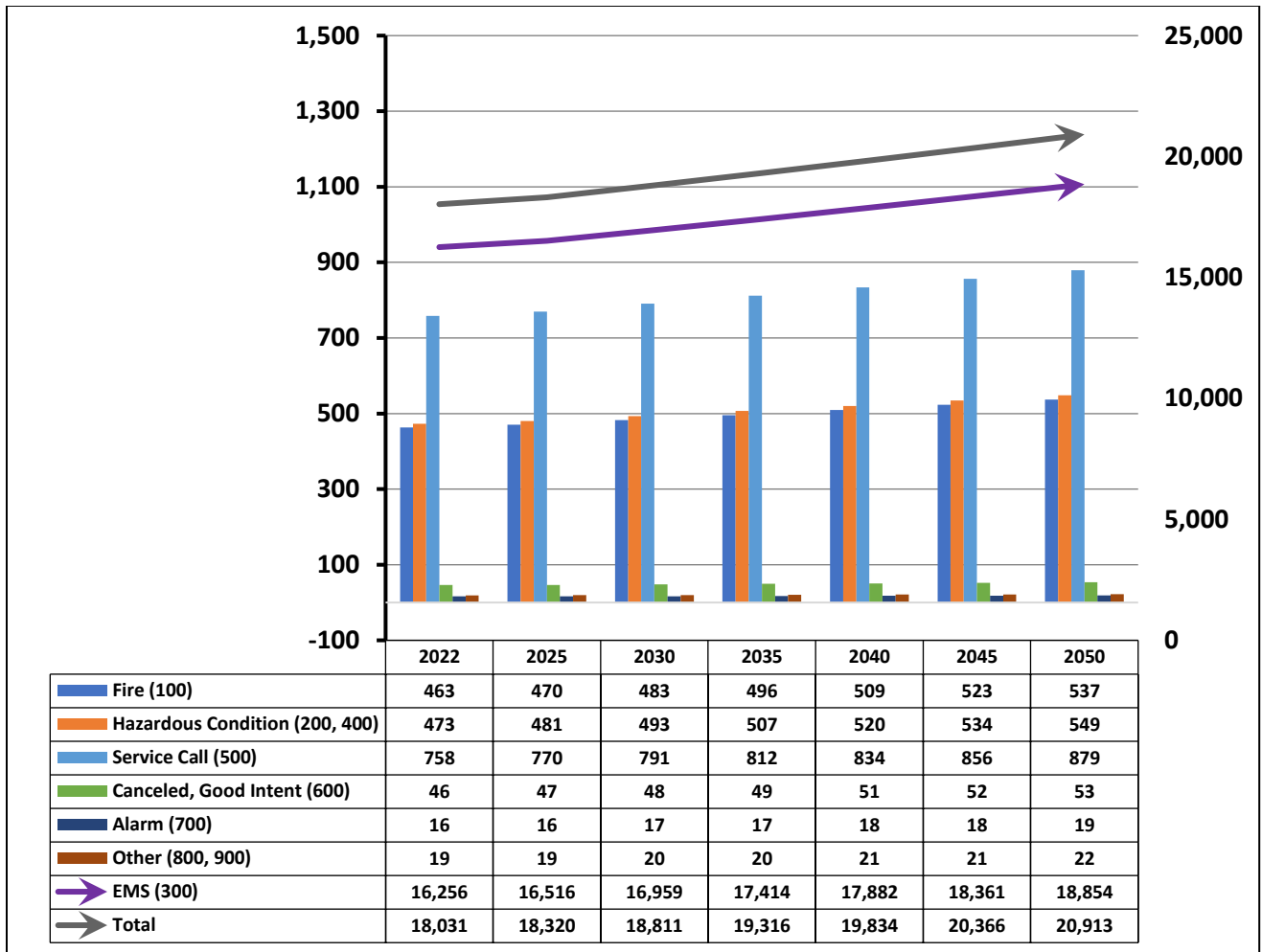
While the knowledge of current and historical incident analysis has value, a key component for the planning process is an ability to consider this same information projected into the future. While there are many methods to predict future service demand, two common methods include prediction based on changes in population and prediction based on historical change in service demand.

Future Service Demand by Population

This method of projecting future service demand analyzes the number of incidents per 1,000 population within the community. Then, through analysis of the historical population changes within the community obtained from the United States Census Bureau, a projection of future population is extrapolated, and the incidents/1,000 population is applied to achieve the total number of incidents each year. This is then distributed based on the incident frequency percentages. The following figure illustrates the projected HFR service demand within the City of El Cajon based on changes in population and provides the lower estimate.



Figure 13 HFR (El Cajon) Projected Service Demand, 2018–2022

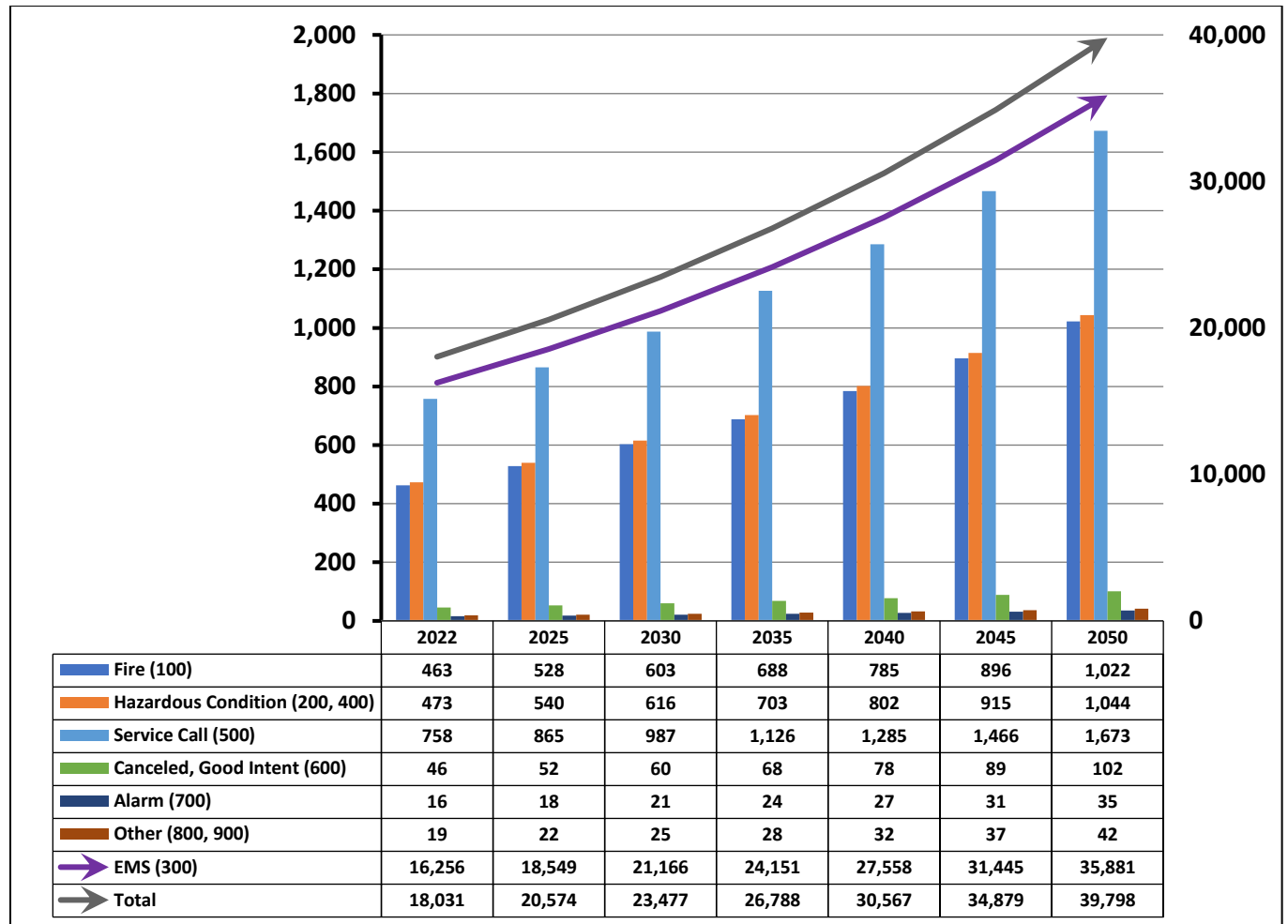


Future Service Demand by Historical Change

This method of projecting future service demand analyzes the historical percentage of change during the study period to determine the average increase or decrease per year. This figure is then extrapolated over time to provide the total number of incidents each year, which is then distributed based on the incident frequency percentages. The following figure illustrates the projected HFR service demand within the City of El Cajon based on historical changes in service demand and provides the upper estimate. Over the past five years, the El Cajon population has seen a 1.9% increase, while the incident volume has risen at average 2.47% per year.



Figure 14 HFR (El Cajon) Projected Service Demand by Historical Change



Temporal Analysis

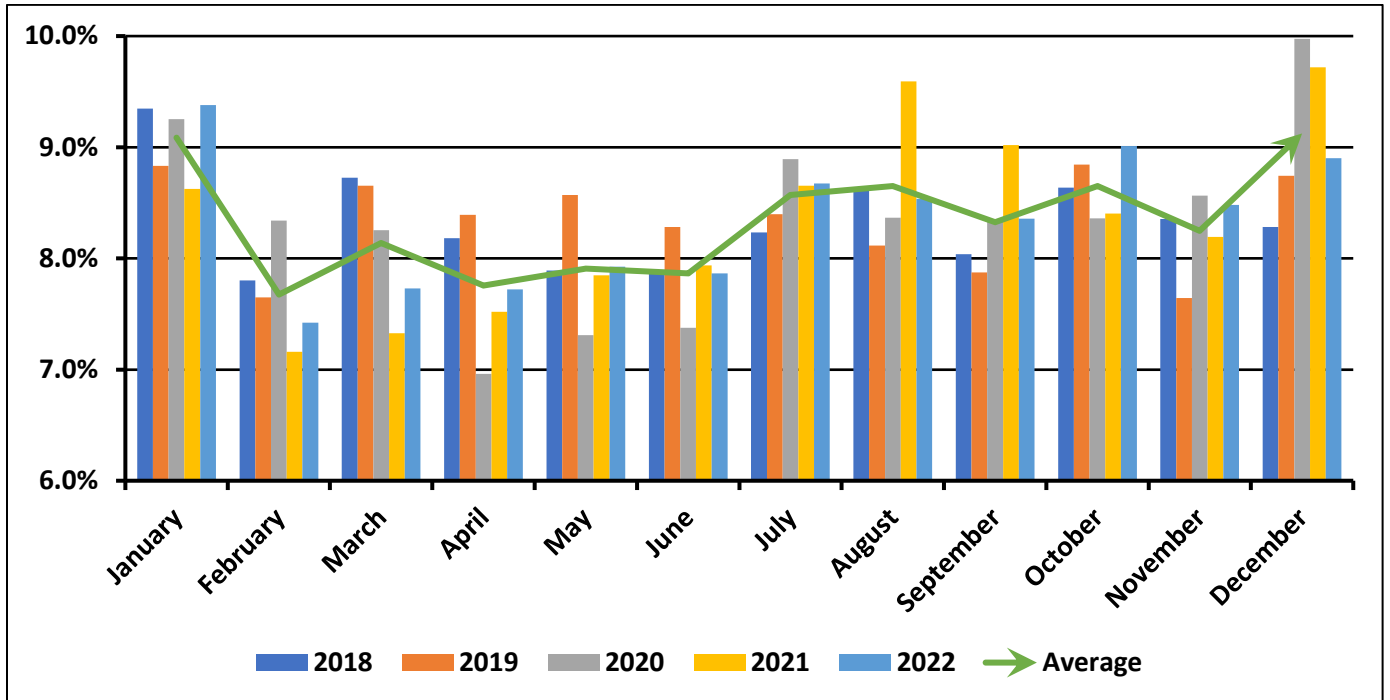
When service demand occurs (temporal analysis) is another key analysis to assist HFR leadership and elected officials to be effective in planning processes. While responding to incidents is the primary purpose of the department, HFR personnel conduct other non-incident activities such as those found in the following list. With an understanding of the temporal nature of service demand, leadership may be better able to schedule non-incident activities during periods of lower service demand.

- Pre-incident Planning
- Training
- Station Maintenance
- Apparatus Maintenance
- Fire Hose Testing
- Fire Hydrant Testing
- Public Education



The first consideration of when incidents occur considers a comparison of each month of the year, expressed as a percentage of the whole service demand for the year. As illustrated in the following figure, the greatest service demand occurs in December and January. The lowest service demand occurs in February and there is variance within a 1.5% spread over the remaining months.

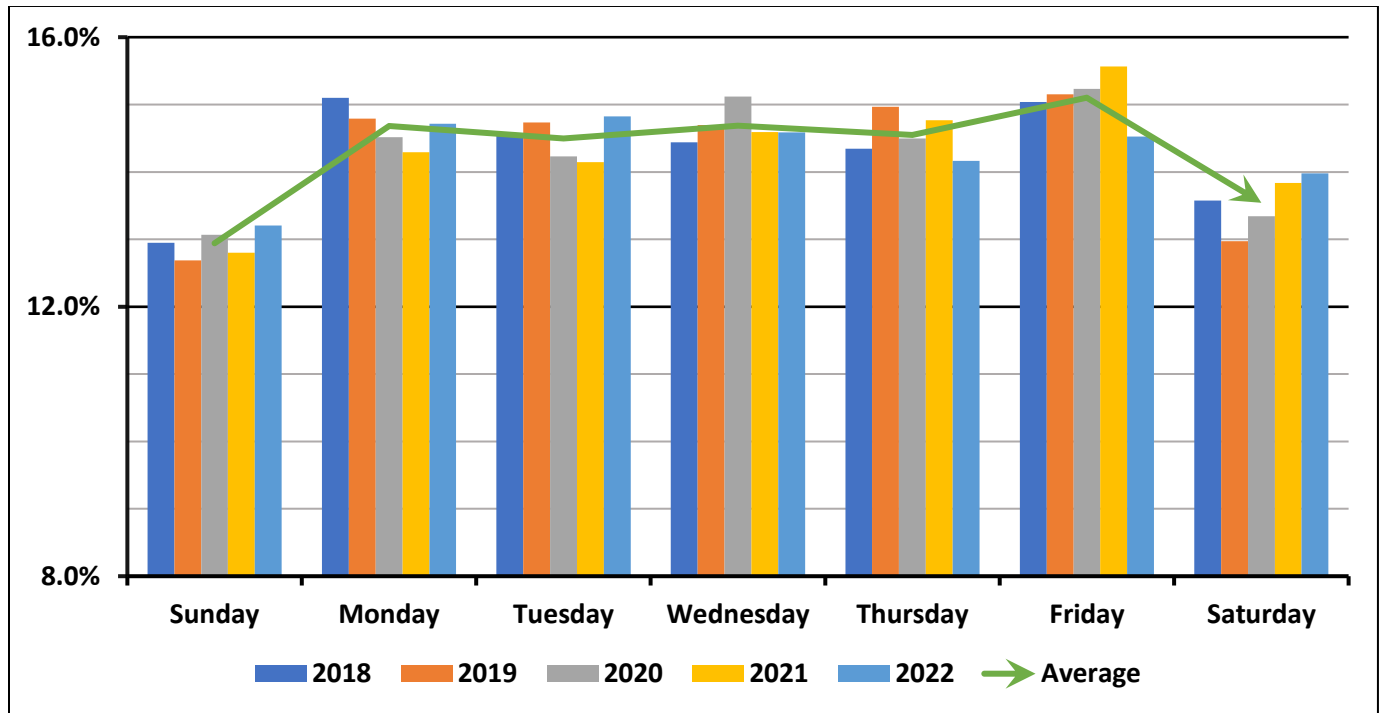
Figure 15 HFR (El Cajon) Service Demand by Month, 2018–2022



The second consideration of when incidents occur considers a comparison of each day of the week, expressed as a percentage of the whole service demand for the year. As illustrated in the following figure, the greatest service demand occurs on Friday, with most weekdays only slightly below that level. The lowest service demand occurs on Sunday, with Saturday a close second.



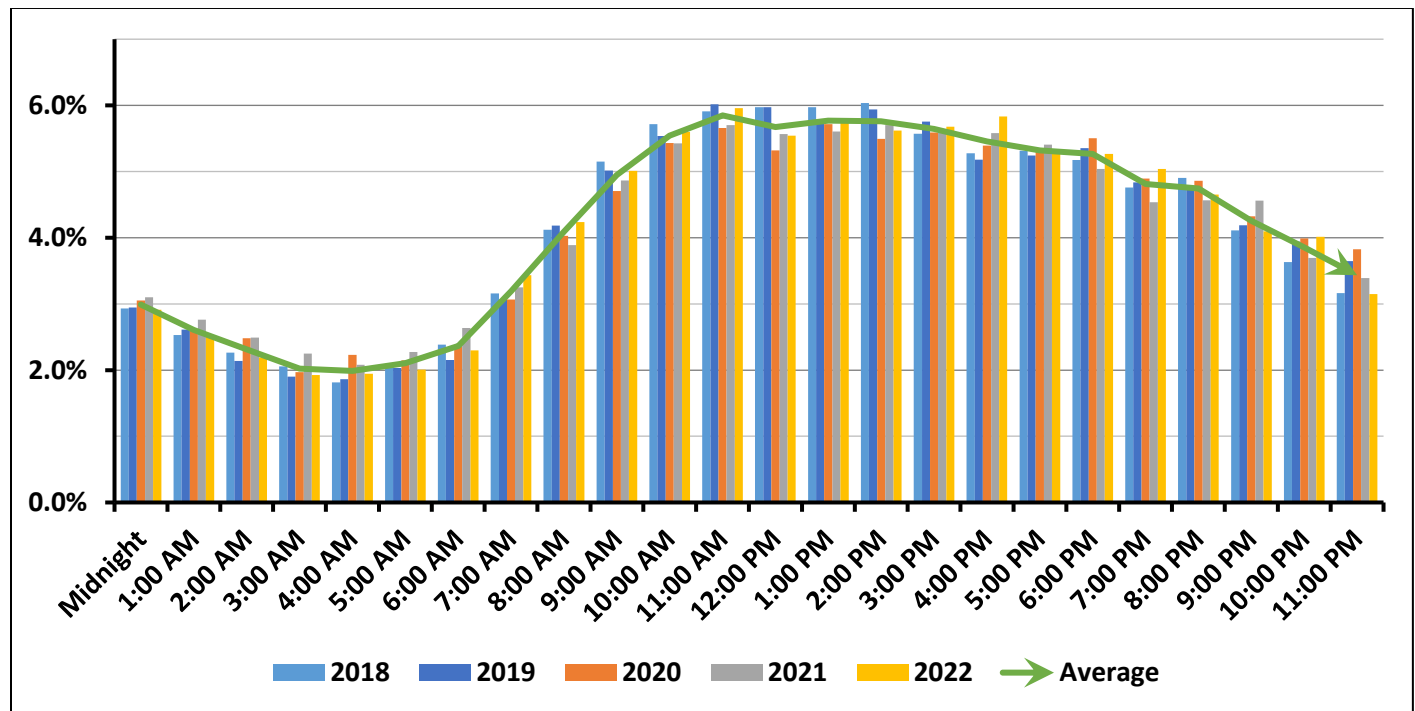
Figure 16 HFR (El Cajon) Service Demand by Day, 2018–2022



The final consideration of when incidents occur considers a comparison of each hour of the day, expressed as a percentage of the whole service demand for the year. As illustrated in the following figure, the lowest service demand occurs at 4:00 AM. Over the next few hours, service demand increases at a slow rate and then increases at a higher rate starting at 7:00 AM. This pattern is consistent with the movement of the population as they prepare for their daily activities and then begin moving from their homes. Throughout the morning, service demand continues to increase, reaching its highest level at 11:00 AM. For most of the day, service demand fluctuates with an overall decreasing trend until 6:00 PM, when the decrease steepens throughout the evening until returning to its lowest point.



Figure 17 HFR (El Cajon) Service Demand by Hour, 2018–2022



While the preceding figure illustrates that demand for service is at its lowest during the late night and early hours, leadership should ensure adequate staffing is still in place to quickly respond and mitigate structure fire incidents. Based on a national study recently published, from 2014 to 2016, the occurrence of residential structure fires with fatalities were highest between 1:00 AM and 2:00 AM, and 4:00 AM to 5:00 AM. The 8-hour peak period (11:00 PM to 7:00 AM) accounted for 48% of residential fatal fires¹.

Geographic Analysis

Where incidents occur (geographic analysis) is the final component of the service demand analysis. To ensure location of resources are best positioned to provide for quick response to calls for service, HFR leadership and elected officials should have knowledge of where incidents occur. With 90.1% of incidents falling within the emergency medical services series, the requests for assistance are closely tied to the people within the community, more so than the buildings within the community. This is a common finding that where areas of higher population density occur within the community, so do areas of higher incident density.

From the data provided by HFR, ESCI was able to analyze the location of incidents using geographical information systems (GIS) software. Through plotting the location of each incident during the study period and then calculating the mathematical density of incidents (incidents per square mile), it is possible to then illustrate this through utilization of heat map visualization.

¹ *Fatal Fires in Residential Buildings (2014-2016), Topical Fire Report Series Volume 19, Issue 1 / June 18, U.S. Department of Homeland Security, U.S. Fire Administration, National Fire Data Center.*

Figure 18 HFR (El Cajon) Incident Density (All Incidents), 2018–2022

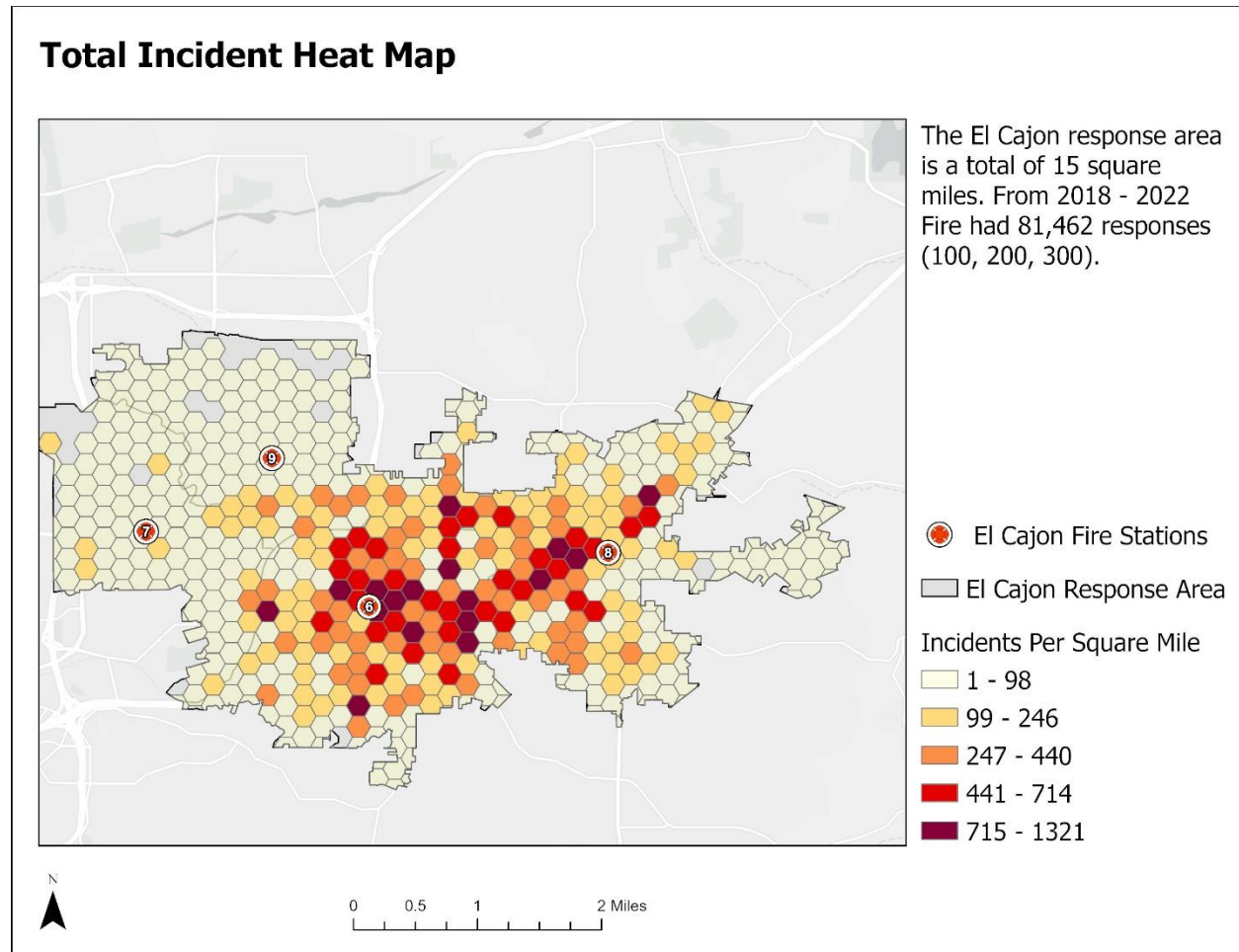


Figure 19 HFR (El Cajon) Incident Density (EMS Incidents), 2018–2022

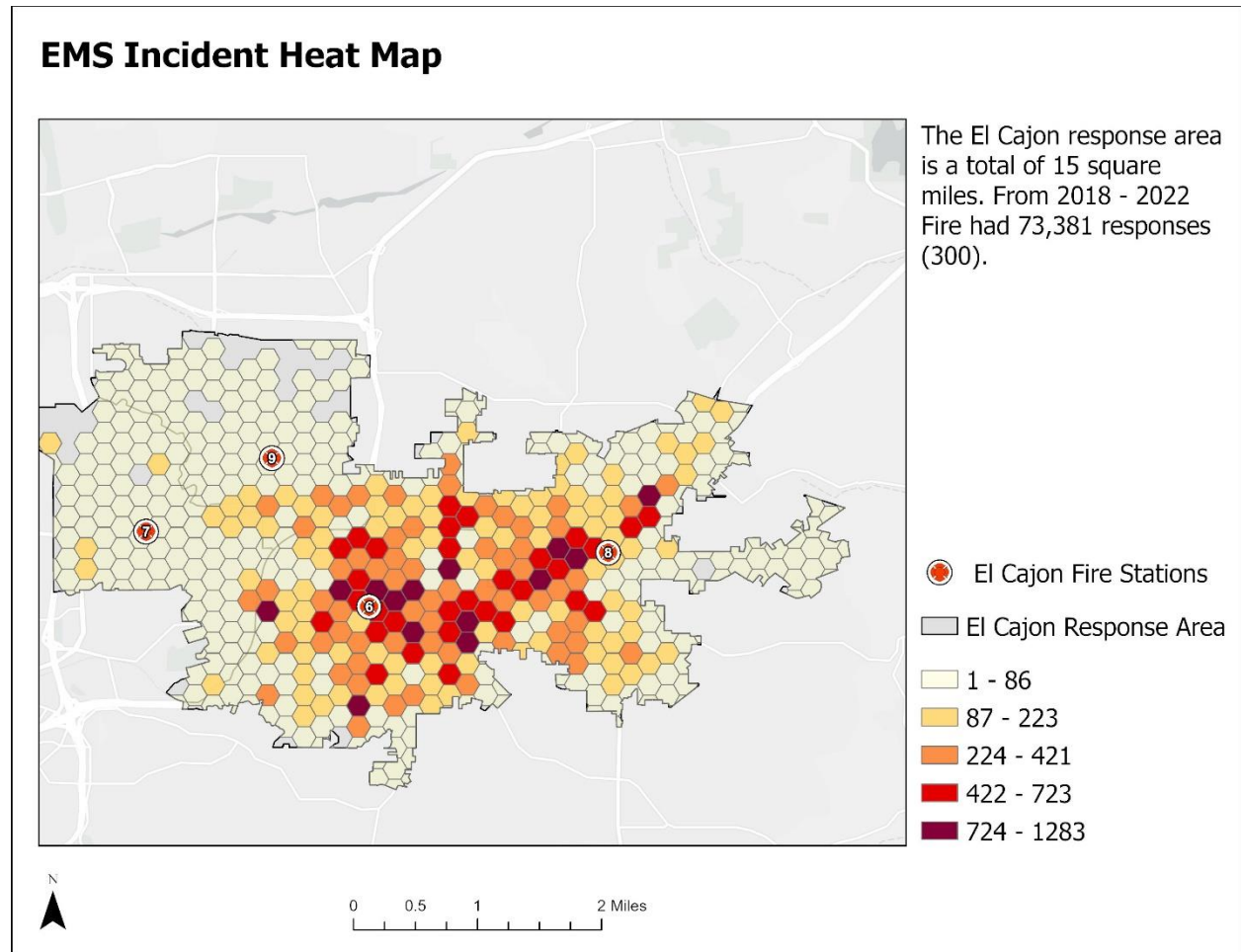
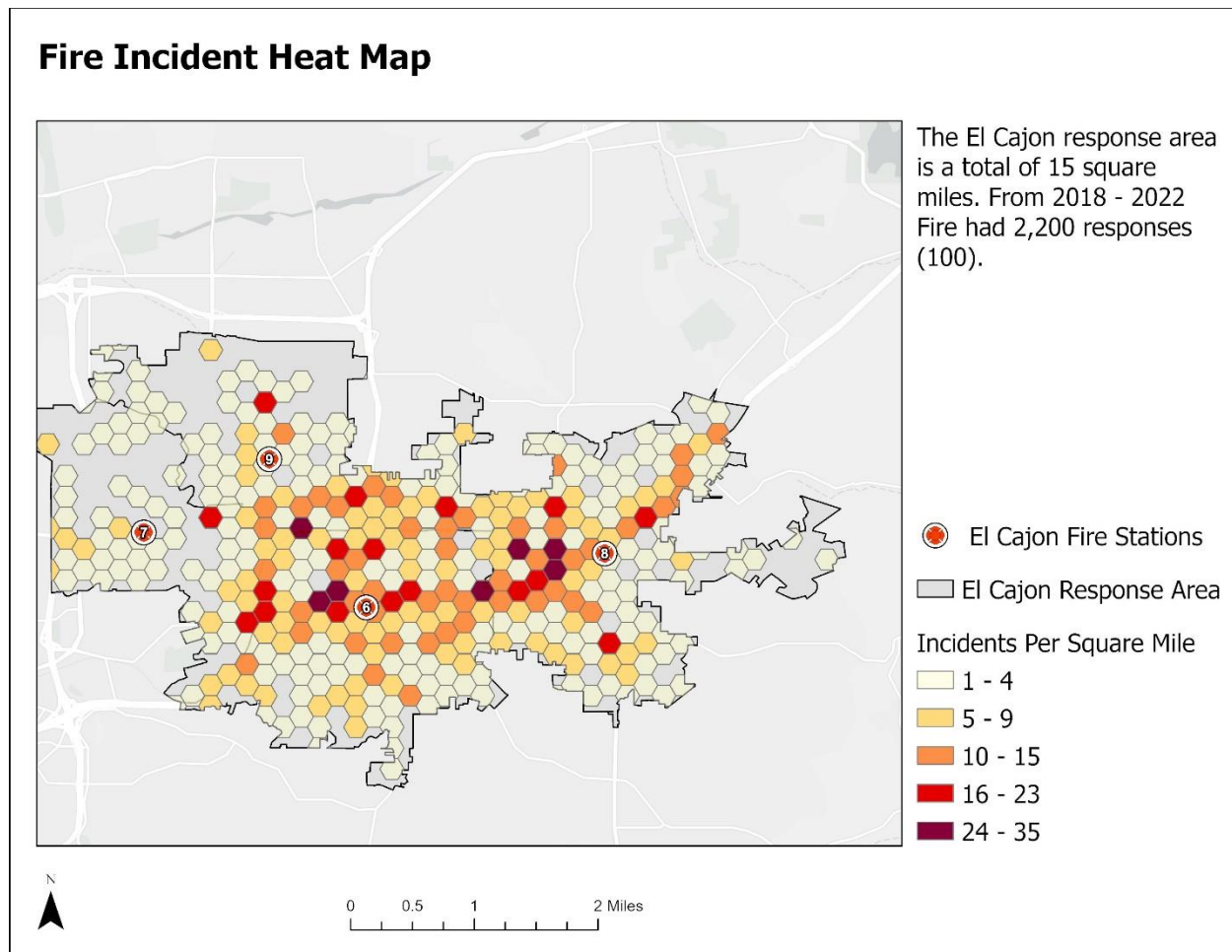


Figure 20 HFR (El Cajon) Incident Density (Fire Incidents), 2018–2022



Resource Distribution Analysis

As discussed in the previous section, understanding where service demand occurs in comparison to where resources (apparatus and personnel) are located is integral to the planning process. To assist departments in the location of resources there are industry best practices and national consensus standards which provide additional considerations that should be combined with the geographical analysis in the planning process.

ISO Distribution

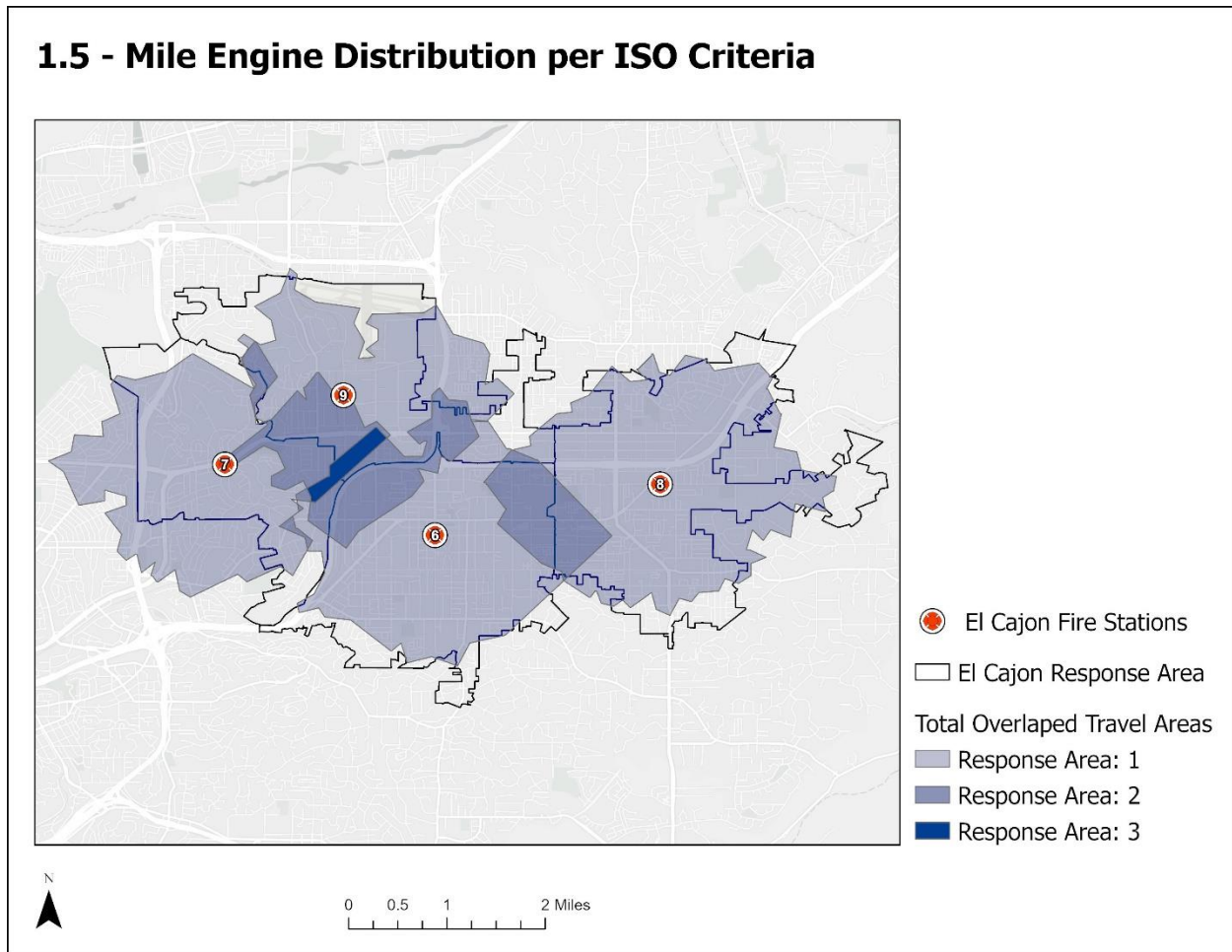
The Insurance Services Office (ISO) is a national insurance industry organization that evaluates fire protection for communities across the country. ISO assesses all areas of fire protection as broken down into four major categories including emergency communications, fire department, water supply, and community risk reduction. Following an on-site evaluation, an ISO rating, or specifically, a Public Protection Classification (PPC®) number is assigned to the community ranging from 1 (best protection) to 10 (no protection). The PPC® score is developed using the Fire Suppression Rating Schedule (FSRS), which outlines sub-categories of each of the major four, detailing the specific requirements for each area of evaluation.

A community’s ISO rating is a key factor when considering fire station and apparatus concentration, distribution, and deployment due to its effect on the cost of fire insurance for the residents and businesses. To receive maximum credit for station and apparatus distribution, ISO evaluates the percentage of the community (contiguously built upon area) that is within specific distances of fire stations, central water supply access (fire hydrants), engine/pumper companies and aerial/ladder apparatus.

1.5-Mile Distribution

As part of the ISO evaluation, an analysis determines the overall number of structures protected by a fire department that are located within 1.5 road miles of the closest fire station. This 1.5-road-mile standard is used to estimate a 4-minute travel time for first responding units as required by NFPA 1710. As illustrated in the following figure, 99% of the HFR service area within the City of El Cajon is covered within 1.5 road miles of the closest fire station.

Figure 21 HFR (El Cajon) 1.5-Mile Engine Distribution per ISO Criteria



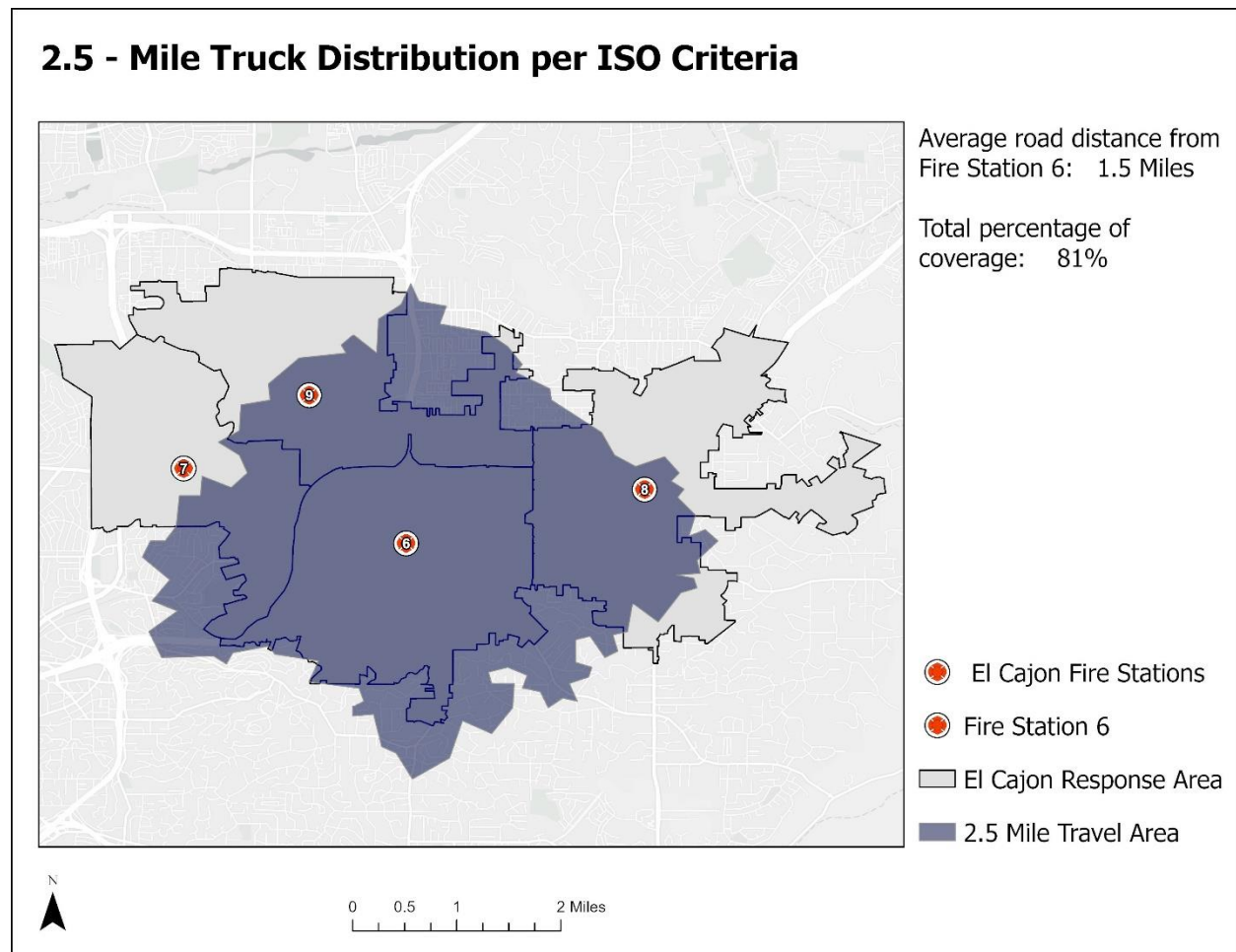
2.5-Mile Distribution

In many jurisdictions, ladder companies are deployed only to certain types of incidents and are not necessarily considered the first due unit for all other incident types. Because of this, ISO uses a 2.5-road-mile travel distance for ladder companies to estimate an 8-minute travel time in urban and suburban areas by ladder companies to provide the balance of personnel and equipment needed for incidents such as working fires.

The use of aerial apparatus is more specifically needed in areas of the community where there are five or more buildings of three stories (or 32-feet) or more in height, or with five or more buildings requiring a needed fire flow of greater than 3,500 gallons per minute, or five or more buildings meeting any combination of these requirements.

As illustrated in the following figure, 81% of the HFR service area within the City of El Cajon is covered within 2.5 road miles of the closest fire station and extends beyond the city limits.

Figure 22 HFR (El Cajon) 2.5-Mile Truck Distribution per ISO Criteria

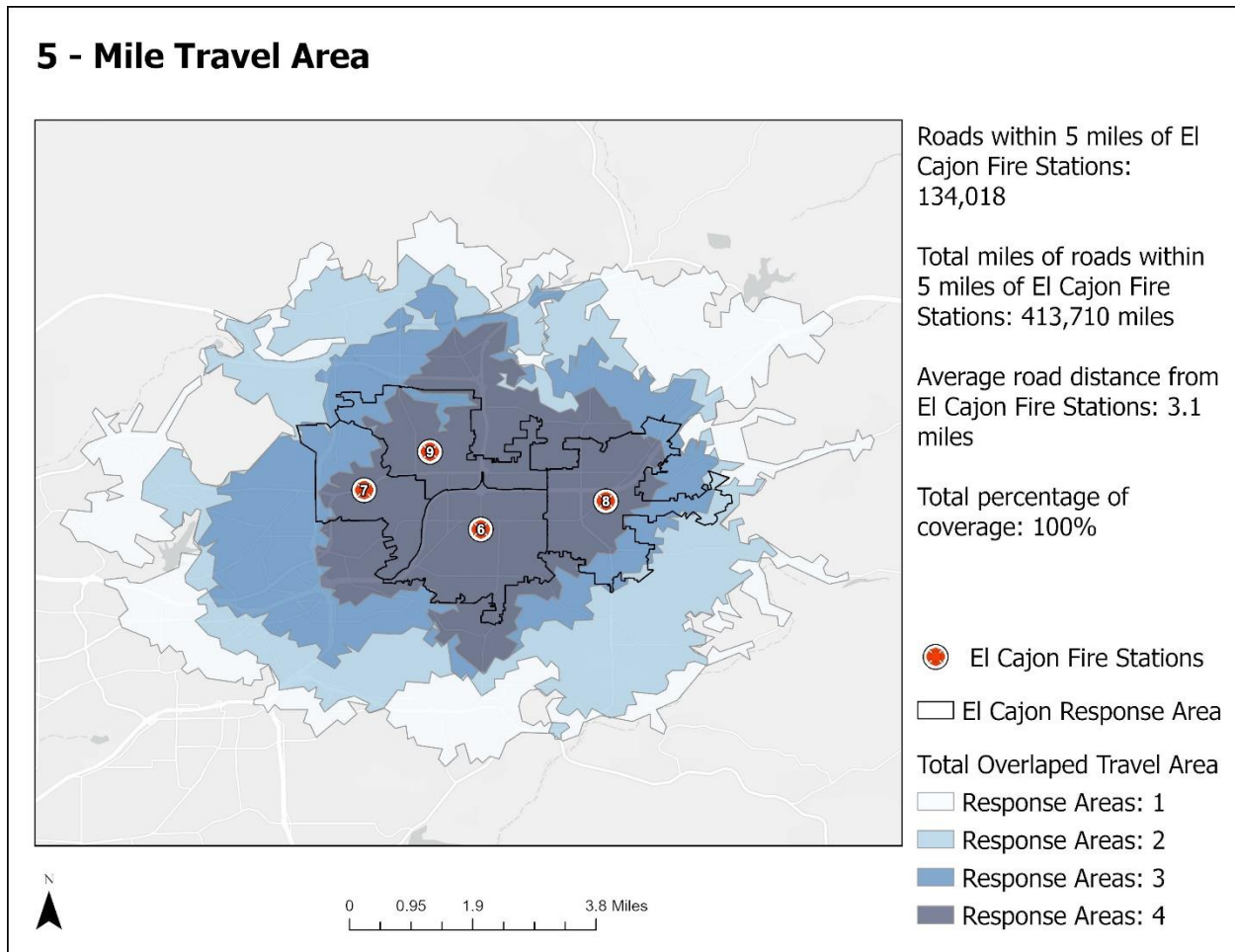


5-Mile Distribution

The third part of the ISO evaluation determines the overall number of structures protected by a fire department that are located within a 5-road-mile travel distance of a fire station. Areas outside of 5 miles are subject to receiving a PPC® rating of 10 (no fire department protection available).

As illustrated in the following figure, 100% of the HFR service area within the City of El Cajon is located within a 5-road-mile travel distance of a fire station and extends beyond the city limits.

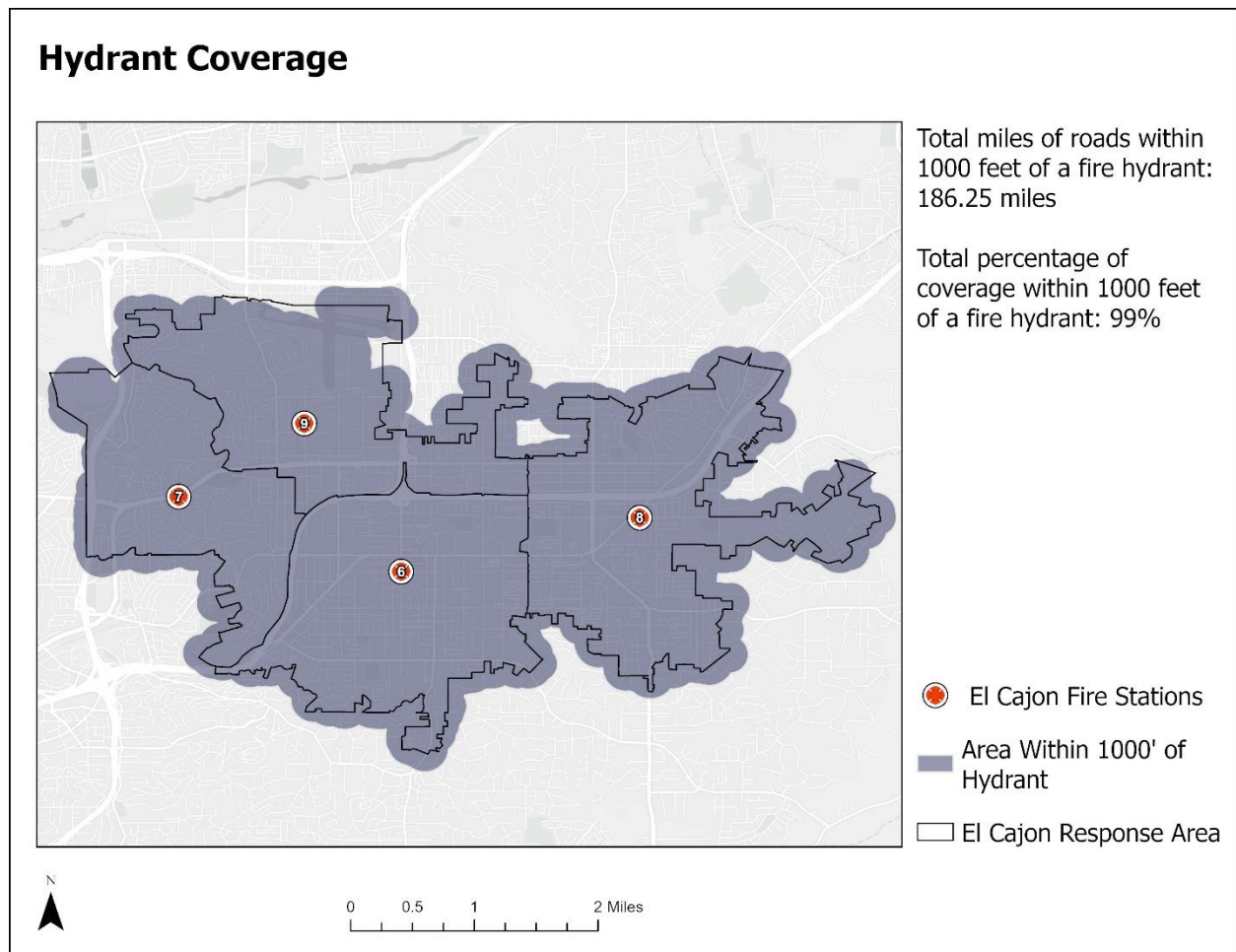
Figure 23 HFR (El Cajon) 5-Mile Coverage per ISO Criteria



Water Supply

ISO evaluates a community’s availability of a sufficient water supply, which is critical for the extinguishment of fires. Included in this evaluation is the geographic location and distribution of fire hydrants. Structures outside a 1,000-foot radius of a fire hydrant are subject to a lower Public Protection Classification® rating than areas with adequate hydrant coverage, thus signifying limited fire protection. Exceptions are made when a fire department can show that either a dry hydrant or a suitable water tanker operation is possible to provide the needed volume of water for fire suppression activities for a specific period. As illustrated in the following figure, 99% of the HFR service area within the City of El Cajon is within 1,000 feet of a fire hydrant.

Figure 24. ISO Hydrant Distribution

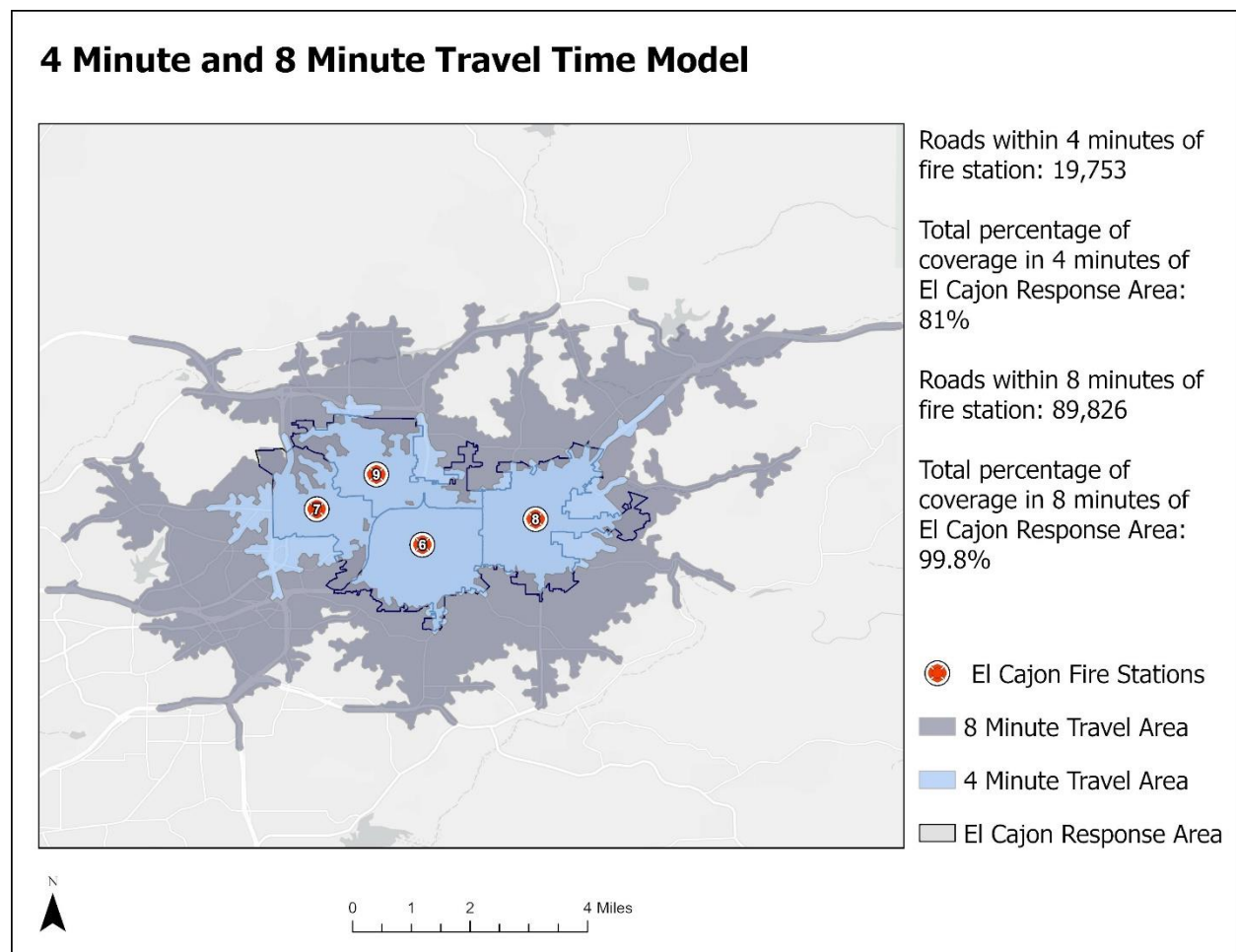


NFPA Distribution

The National Fire Protection Association (NFPA) is an industry trade association that develops and provides standards and codes for fire departments and emergency medical services for use by local governments. One of these standards, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, serves as a national consensus standard for career fire department performance, operations, and safety. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Also, the balance of the response (called the effective response force or ERF) must arrive at the incident within 480 seconds, or 8 minutes.

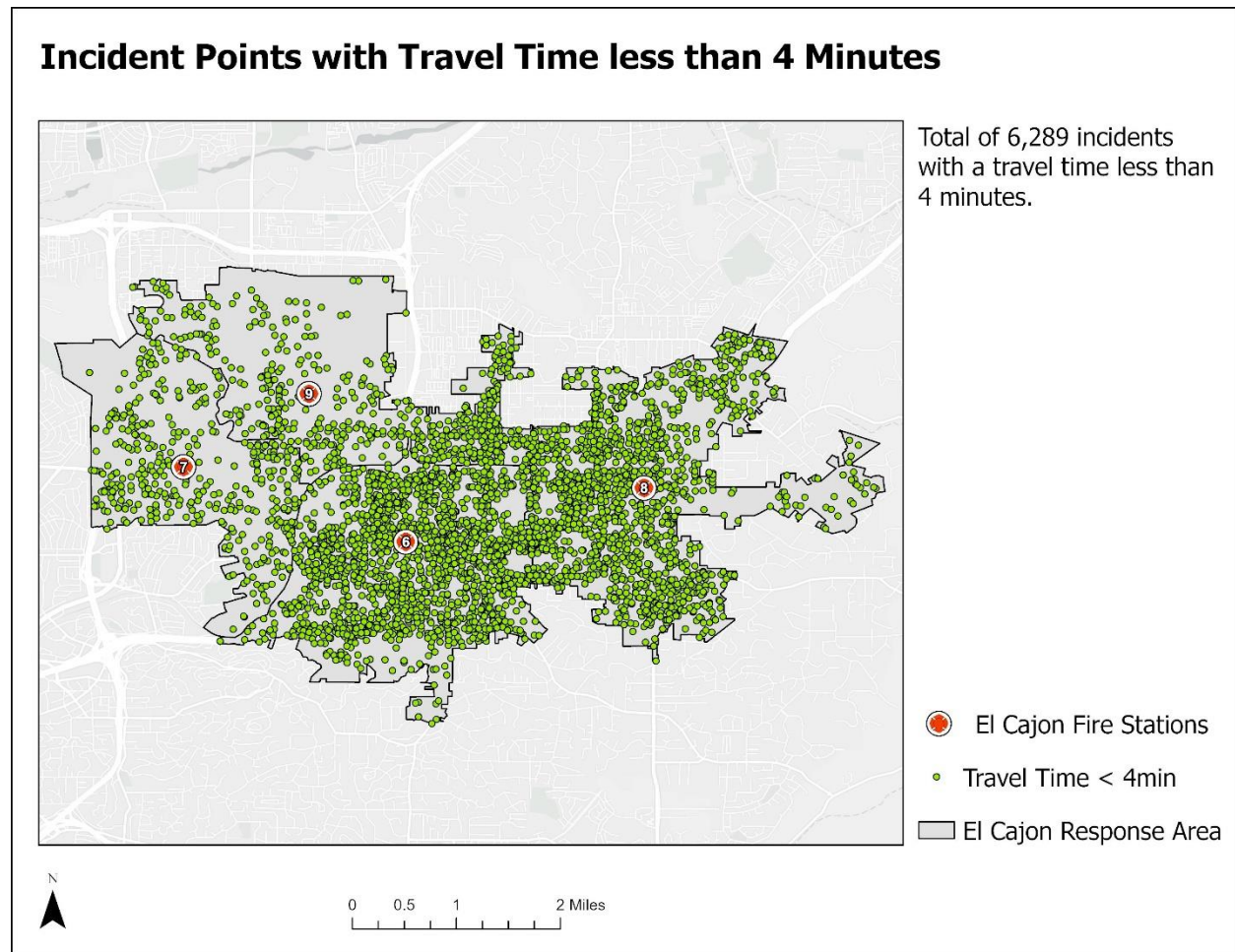
When analyzing this measure, travel time is calculated using the posted speed limits and adjusted for negotiating turns, intersections, and one-way streets. Unshaded pockets indicate that the area falls outside of the model’s maximum extension from the road network. Note that other impedance factors, such as traffic congestion, road closures, or weather conditions, are not factored into this analysis. Rarely are conditions perfect. As illustrated in the following figure, 81% of the HFR service area within the City of El Cajon falls within the 4-minute travel time of a fire station and 99.8% falls within the 8-minute travel time of a fire station.

Figure 25 Four & Eight Minute Travel Time, (2018-2022)



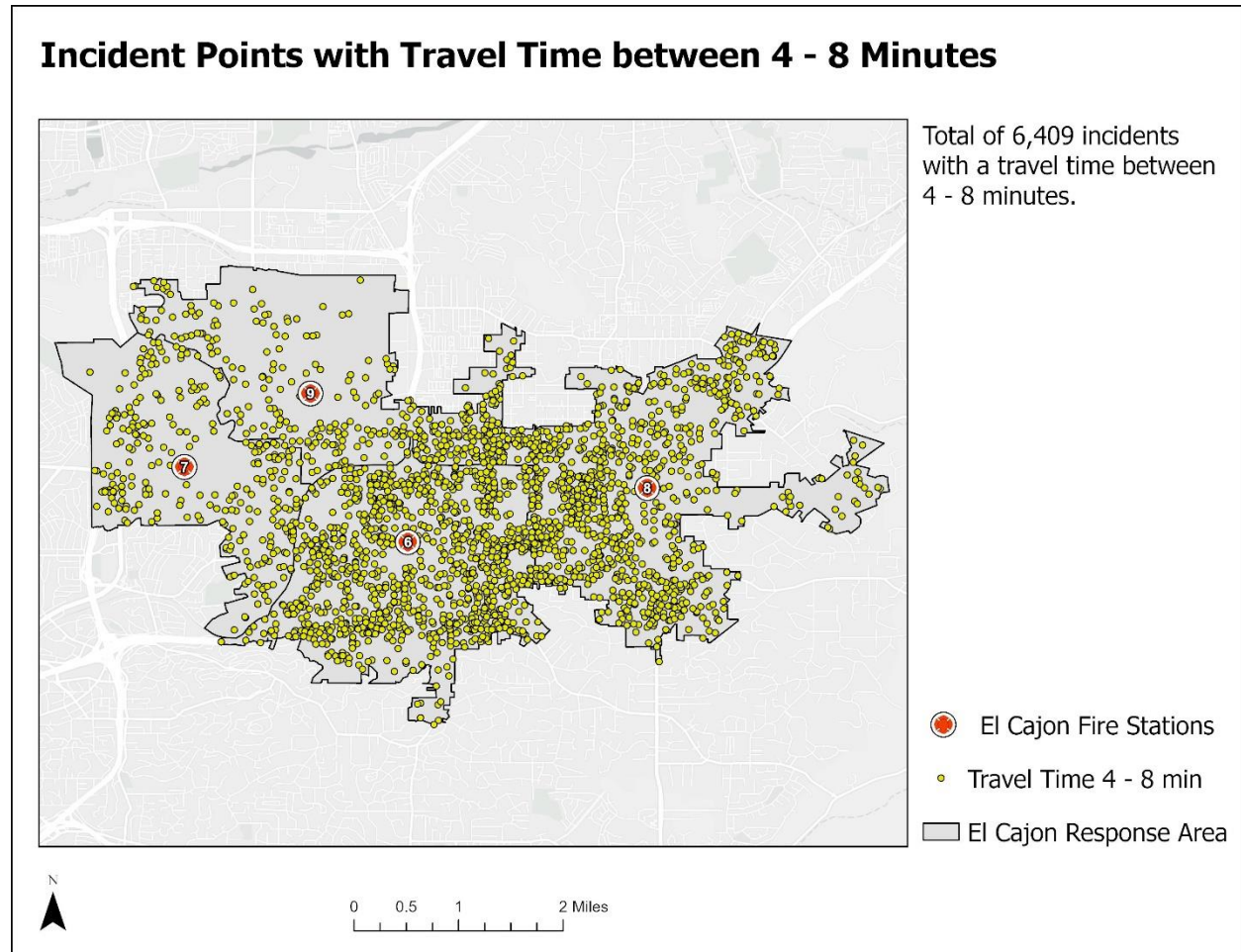
The preceding figure illustrates the theoretical travel time based on all units located at their station at the time of dispatch. However, this is not always the case and units may be responding from other locations to incidents. HFR leadership and elected officials may consider analysis of actual travel time to identify any gaps in service that may need to be addressed in the planning process. ESCI analyzed the actual travel time to incidents and found that during calendar year 2022, HFR responded to 47.44% of incidents within less than four minutes within the City of El Cajon.

Figure 26 HFR Travel Time Less than 4-Minutes



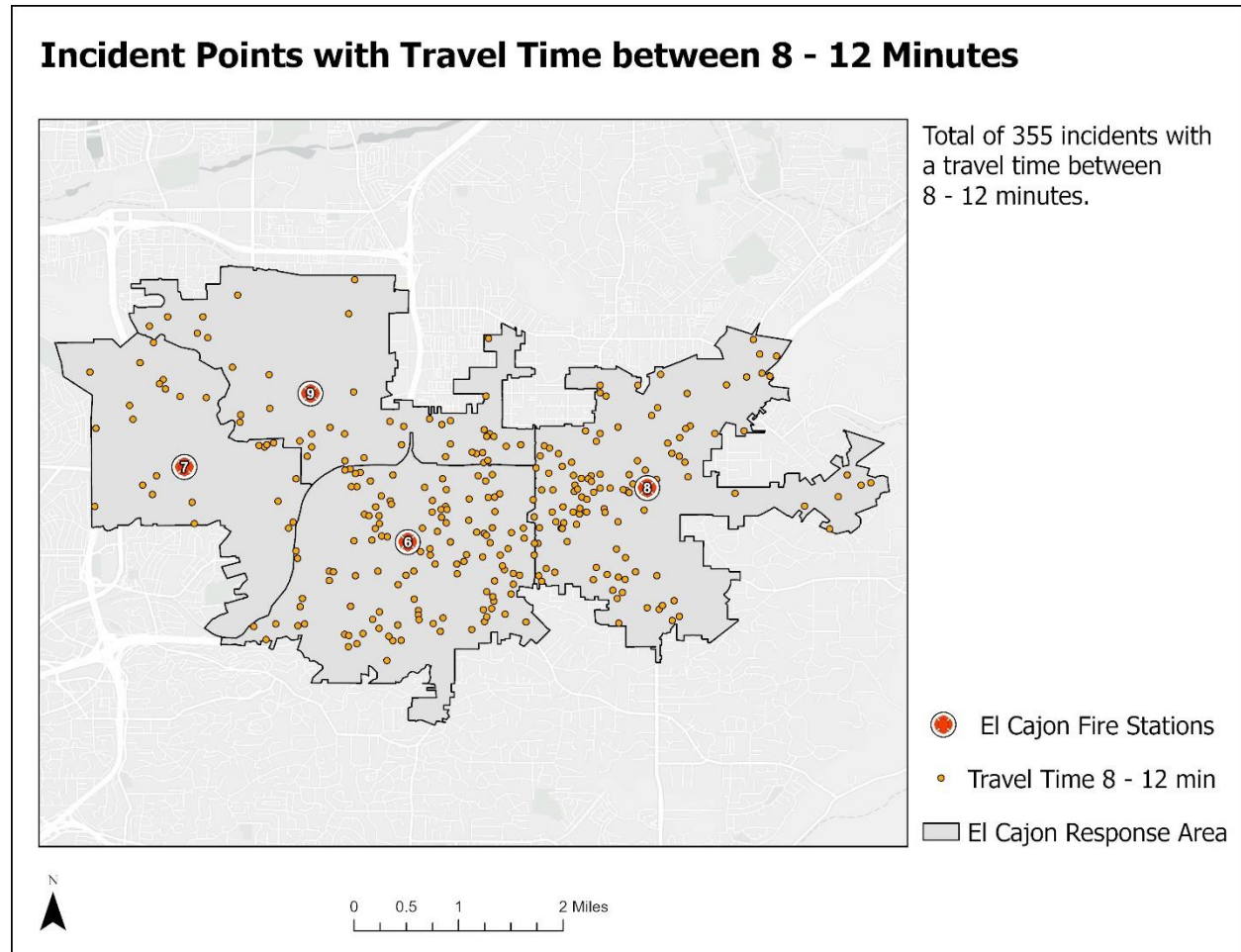
Using a logical division of time in four-minute increments, HFR responded to 48.34% of incidents within 4–8 minutes within the City of El Cajon. The following figure illustrates the location of these incidents.

Figure 27 HFR Travel time 4-8 Minutes



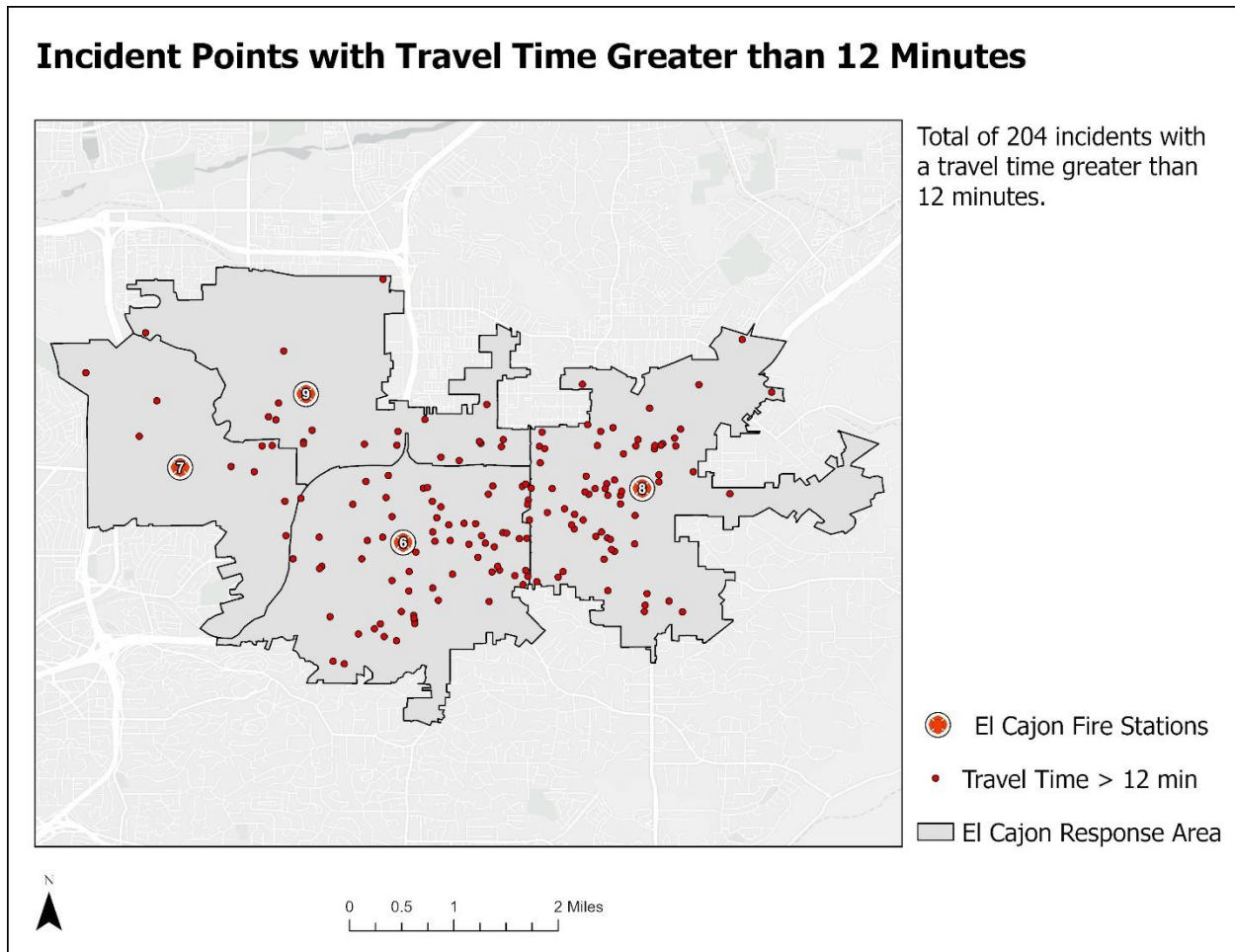
Continuing the four-minute increments, HFR responded to 2.68% of incidents within 8–12 minutes within the City of El Cajon. The following figure illustrates the location of these incidents.

Figure 28 HFR Travel Time 8-12 Minutes



Over the 5-year data set analyzed (2018-2022), this chart reflects the number of incidents that took responding units 12 minutes or longer to arrive on scene. Within the response area, only 204 incidents occurred within a 12-minute, or greater, travel time. There were 81,462 total incidents over the 5-year period. The 204 responses, greater than 12 minutes, equate to .25% of all incidents.

Figure 29 Incidents Exceeding 12-Minutes, (2018 -2022)



Resource Concentration Analysis

. Each prior measure provided a view associated with the first unit's arrival at the incident scene. While arriving at an incident in a quick and safe manner is important, the ability to safely mitigate the incident is also impacted by the arrival of sufficient resources within an appropriate amount of time. The measure of this ability is referred to as ERF (Effective Response Force) and ensures that sufficient personnel and resources arrive on scene early enough to safely control a fire or mitigate other types of emergencies prior to substantial damage, injury, or loss of life. ERF is also commonly referred to as the “full assignment” to the incident. The following figure illustrates the ERF recommended through standards such as NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* and the Commission on Fire Accreditation (CFAI) Standards of Cover, 6th Edition.

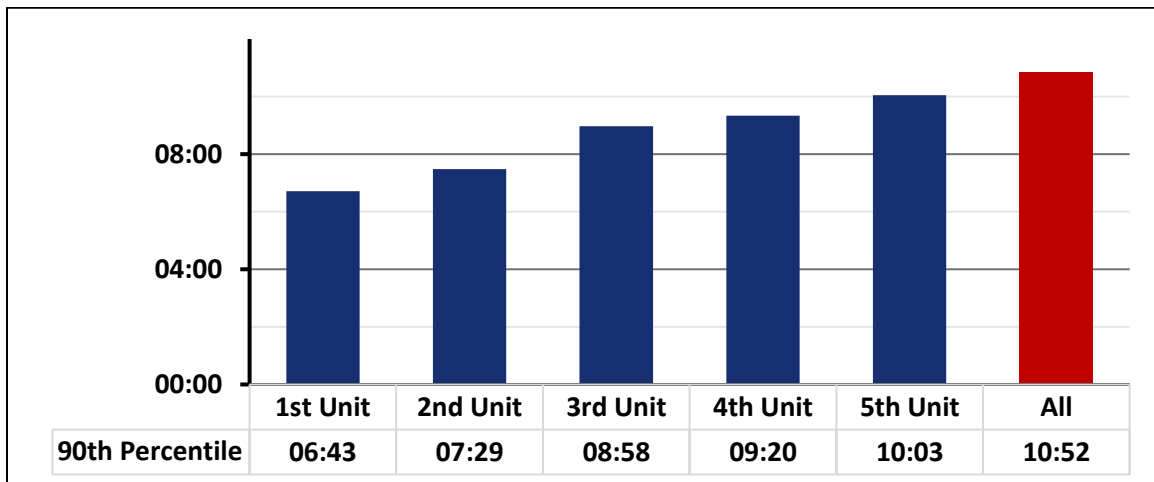


Figure 30 NFPA 1710 EFR Recommendations Based on Risk

Functions/Tasks	Single-Family Residence (2,000 ft ²)	Open Air Strip Shopping Center (13,000–196,000 ft ²)	3-Story Garden Apartment (Mid-Rise Style Apartment) (1,200 ft ²)
Command	1	2	2
Apparatus Operator	1	2	2
Handlines (2 members each)	4	6	6
Support Members	2	3	3
Victim Search and Rescue team	2	4	4
Ground Ladders/Ventilation	2	4	4
Aerial Ladder Operator (If ladder used)	(1)	(1)	(1)
Initial Rapid Intervention Team	4	4	4
Initial Medical Care Component	N/A	2	2
Total	16 (17)	27 (28)	27 (28)

As with previous analysis, it is important to provide HFR leadership and elected officials with an ability to compare the theoretical performance versus actual performance. While the previous figure considered is based on the 8-minute travel time, the following figure illustrates the order of arrival (response time at the 90th percentile) of HFR units to fire incidents within the City of El Cajon. This is not isolated to structure fires only, as the data provided did not identify the individual incident type codes, but just all fires as 100 series. The chart includes only incidents where three or more units arrived on scene.

Figure 31 HFR (El Cajon) Fire Order of Arrival





Resource Reliability Analysis

While the volume and types of incidents, the location of resources, and the concentration of resources all impact the ability of HFR to provide appropriate services within the City of El Cajon, this reliability may also be impacted by additional factors such as workload and incident concurrency. When either of these two factors reach a concerning level, then the ability to have sufficient resources to respond timely to additional requests for assistance may result in increased response times as units respond from further distant locations.

Workload

Workload is an analysis of how busy each individual unit is. A simple count of total incidents per unit provides a broad view of workload, but a better method is to consider the total time spent on incidents as compared to total time the unit is in service. While this method is more accurate, it still lacks the full scope of encompassing non-incident activities such as training, pre-incident planning, fire hose testing, fire hydrant testing, apparatus maintenance, station maintenance, etc.

While there are limited formal performance measures to use as a target measure, in May 2016, Henrico County (VA) Division of Fire published an article after studying their department’s EMS workload.² Due to the study, Henrico County Division of Fire developed a general commitment factor scale for their department. The next figure is a summary of the findings as it relates to commitment factors and may be utilized by HFR leadership as a basis for developing internal workload measures.

Table 1 Unit Commitment

Factor	Indication	Description
16%-24%	Ideal Commitment Range	Personnel can maintain training requirements and physical fitness and can consistently achieve response time benchmarks. Units are available to the community more than 75% of the day.
25%	System Stress	Community availability and unit sustainability are not questioned. First-due units are responding to their assigned community 75% of the time, and response benchmarks are rarely missed.
26%-29%	Evaluation Range	The community served will experience delayed incident responses. Just under 30% of the day, first-due ambulances are unavailable; thus, neighboring responders will likely exceed goals.
30%	“Line in the Sand”	Not Sustainable: Commitment Threshold—community has less than a 70% chance of timely emergency service and immediate relief is vital. Personnel assigned to units at or exceeding 30% may show signs of fatigue and burnout and may be at increased risk of errors. Required training and physical fitness sessions are not consistently completed.

² *How Busy Is Busy?*; Retrieved from <https://www.fireengineering.com/articles/print/volume-169/issue-5/departments/fireems/how-busy-is-busy.html>



Within each station, HFR on-duty personnel may move from one apparatus to the other to respond with the most appropriate unit to mitigate the call for service (referred to as cross-staffing). For each of the station analyses below, where cross staffed unit existed, the units were combined into a single value and the total time for all units considered as a single unit (i.e., Brush 1 and Engine 1 share the same personnel so are identified as BR1/E1). As illustrated in the following figures (units by station), the units with a concerning workload are Engine 6 and Squad 6 at Station 6 and Engine 8 at Station 8.

Figure 32 HFR (El Cajon) Unit Hour Utilization (Station 6), 2018–2022

Unit	2018	2019	2020	2021	2022	Change Over Study Period
E206	2.85%	14.13%	5.86%	7.12%	2.77%	-0.08%
E6	17.32%	17.72%	20.01%	27.84%	31.38%	14.06%
SQ6	38.03%	34.52%	33.57%	30.88%	40.40%	2.37%
T6	3.10%	0.70%	2.84%	4.87%	7.13%	4.03%

Figure 33 HFR (El Cajon) Unit Hour Utilization (Station 7), 2018–2022

Unit	2018	2019	2020	2021	2022	Change Over Study Period
E7	7.67%	7.04%	6.99%	8.36%	9.81%	2.13%

Figure 34 HFR (El Cajon) Unit Hour Utilization (Station 8), 2018–2022

Unit	2018	2019	2020	2021	2022	Change Over Study Period
E208	0.22%	0.02%	0.01%	0.00%	0.00%	-0.22%
E8	30.81%	28.43%	32.52%	38.27%	40.12%	9.31%

Figure 35 HFR (El Cajon) Unit Hour Utilization (Station 9), 2018–2022

Unit	2018	2019	2020	2021	2022	Change Over Study Period
E209	0.24%	0.04%	0.68%	0.00%	0.10%	-0.14%
E9/OE6310	9.13%	9.48%	7.72%	9.82%	11.97%	2.84%



Incident Concurrency

When more than one incident occurs within the service area at the same time, this is known as incident concurrency. While this analysis considers the number of incidents occurring simultaneously, it is important to consider that for some incidents more than one unit is required to respond. As illustrated in the following figure, the single incident percentage of service demand as well as two-incident percentage are increasing from previous levels while the other categories are decreasing. This does not appear to be at a level of concern based on the number of units HFR located within the City of El Cajon.

Figure 36 HFR (El Cajon) Incident Concurrency, 2018–2022

Concurrent Incidents	2018	2019	2020	2021	2022	Change Over Study Period
Single Incident	19.73%	20.23%	20.53%	20.19%	43.03%	23.31%
Two Incidents	27.64%	28.24%	28.48%	27.08%	29.66%	2.02%
Three Incidents	24.27%	23.30%	23.94%	22.95%	14.37%	-9.89%
Four Incidents	15.29%	15.45%	15.04%	15.86%	7.55%	-7.74%
Five Incidents	8.16%	7.94%	7.42%	8.29%	3.59%	-4.57%
More than Five Incidents	4.92%	4.85%	4.58%	5.64%	1.80%	-3.12%

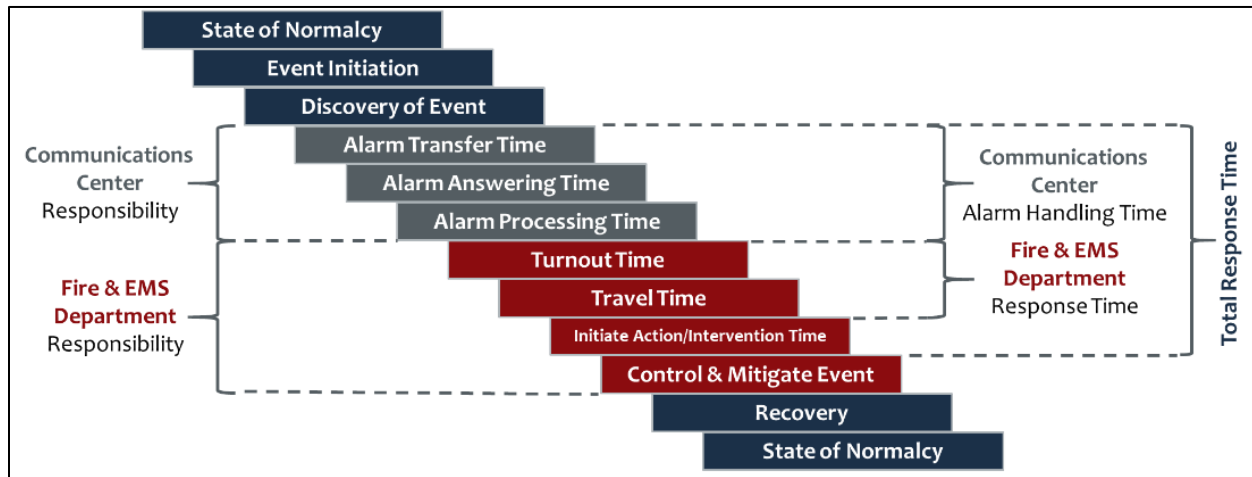
Response Performance Analysis

For residents and visitors to El Cajon, in general the most common way to judge the value of HFR is the amount of time it takes for a unit to arrive at the scene of their emergency. While this time from 911 activation until arrival at the scene is more commonly referred to as response time, it is correctly termed total response time or response time continuum. Industry best practices recommend that fire departments monitor and report the components of total response time. This practice will enable HFR leadership to identify any impediments that may impact timely response and make operational adjustments to counteract/correct those impediments. It may also provide the basis for leadership to determine the response time performance measures that are relevant and achievable within their community.

The response time continuum is comprised of the following components.

- **Call Processing Time:** The amount of time between when a call is answered by the 911 Primary Public Safety Answering Point (PSAP) or dispatch center, and when resources are dispatched.
- **Turnout Time:** The time interval between when response units are notified of the incident and when the apparatus begins to respond.
- **Travel Time:** The time the responding unit spends on the road traveling to the incident until arrival at the scene. This is a function of speed and distance.
- **Response Time:** The time from initial alerting of an incident until arrival on the scene. Response Time equals the sum of “Turnout Time” and “Travel Time.”
- **Total Response Time:** This is the most apparent time to the caller requesting emergency services, as the time from when the emergency call is placed until units arrive on the scene.

Figure 37 Response Time Continuum



In analyzing response performance, ESCI generates percentile measurements of response time performance. The use of percentile measurement using the components of response time follows the recommendations of industry best practices. The best practices are derived by the Center for Public Safety Excellence (CPSE), Standard of Cover document and the National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

The “average” measure is a commonly used descriptive statistic also called the mean of a data set. The most important reason for not using the average for performance standards is that it may not accurately reflect the performance for the entire data set and may be skewed by outliers, especially in small data sets. One extremely good or bad value can skew the average for the entire data set.

The “median” measure is another acceptable method of analyzing performance. This method identifies the value at the middle of a data set and thus tends to not be as strongly influenced by data outliers.

Percentile measurements are a better measure of performance because they show that most of the data set has achieved a particular level of performance. The 90th percentile means that 10% of the values are greater than the value stated, and all other data are at or below this level. This can be compared to the desired performance objective to determine the degree of success in achieving the goal.

As this report progresses through the performance analysis, it is important to keep in mind that each component of response performance is not cumulative. Each is analyzed as an individual component, and the point at which the percentile is calculated exists in a set of data unto itself. Each of the following analyses only included those incidents where the response was coded as “emergency” priority. Each of the following analyses were conducted using the response data as provided by HFR.



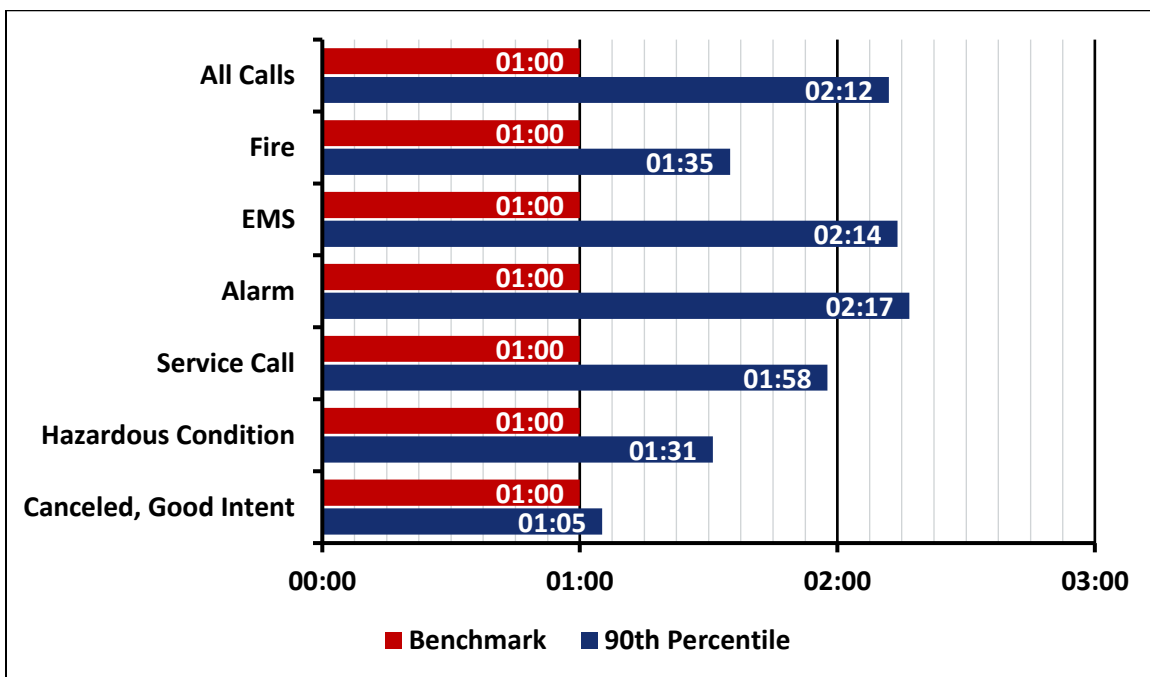
Alarm Handling Time

Alarm handling time is time between a dispatcher getting the call and the resources being dispatched. For this measure, there is one applicable standard as illustrated in the following figure.

Standard	Performance
NFPA 1225: <i>Standard for Emergency Services Communications</i> (2022 Edition)	60 seconds at the 90 th percentile

As illustrated in the following figure, overall alarm handling time performance for HFR within the City of El Cajon is 2 minutes, 12 seconds. When evaluated by NFIRS incident series, performance ranges from 1 minute, 5 seconds for canceled/good intent incidents to 2 minutes, 17 seconds for alarm incidents.

Figure 38 HFR (El Cajon) Alarm Handling Time Performance, 2018–2022



Turnout Time

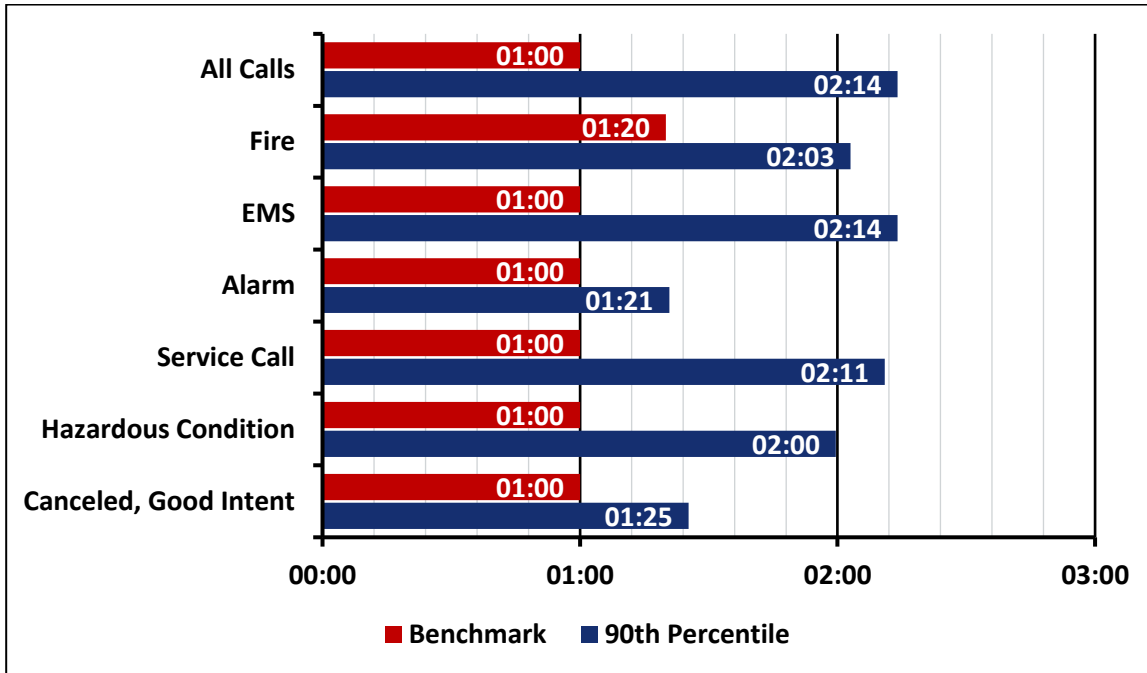
Turnout performance is measured by turnout time, which is the length of time between dispatch time and when a unit begins responding to the call. For this measure, there is one applicable standard as illustrated below. HFR has chosen to adopt a turnout time of 120 seconds as a benchmark. This is becoming a standard for more departments nationwide due to the adaptation of new safety standards, station design and layout, and additional PPE (Personal Protective Equipment) required to don prior to leaving the station.

Standard	Performance
NFPA 1710: <i>Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments</i> recommends	<u>Fire and Special Operations Incidents</u> 80 seconds at the 90 th percentile <u>All Other Incidents</u> 60 seconds at the 90 th percentile



As illustrated in the following figure, overall turnout time performance for HFR within the City of El Cajon is 2 minutes, 14 seconds. When evaluated by NFIRS incident series, performance ranges from 1 minute, 21 seconds for alarm incidents to 2 minutes, 14 seconds for emergency medical service incidents.

Figure 39 HFR (El Cajon) Turnout Time Performance, 2018–2022



As this is the first measure under direct control of the fire department, HFR leadership may consider the various actions that occur within this measure and determine if there are areas where process changes could improve performance. These factors include:

- Systems used to notify personnel of an incident
- Station design as it relates to the movement of personnel from living quarters to the apparatus bay
- Personnel adherence to department policies and acting with appropriate speed towards the apparatus
- Time required to don protective equipment prior to responding



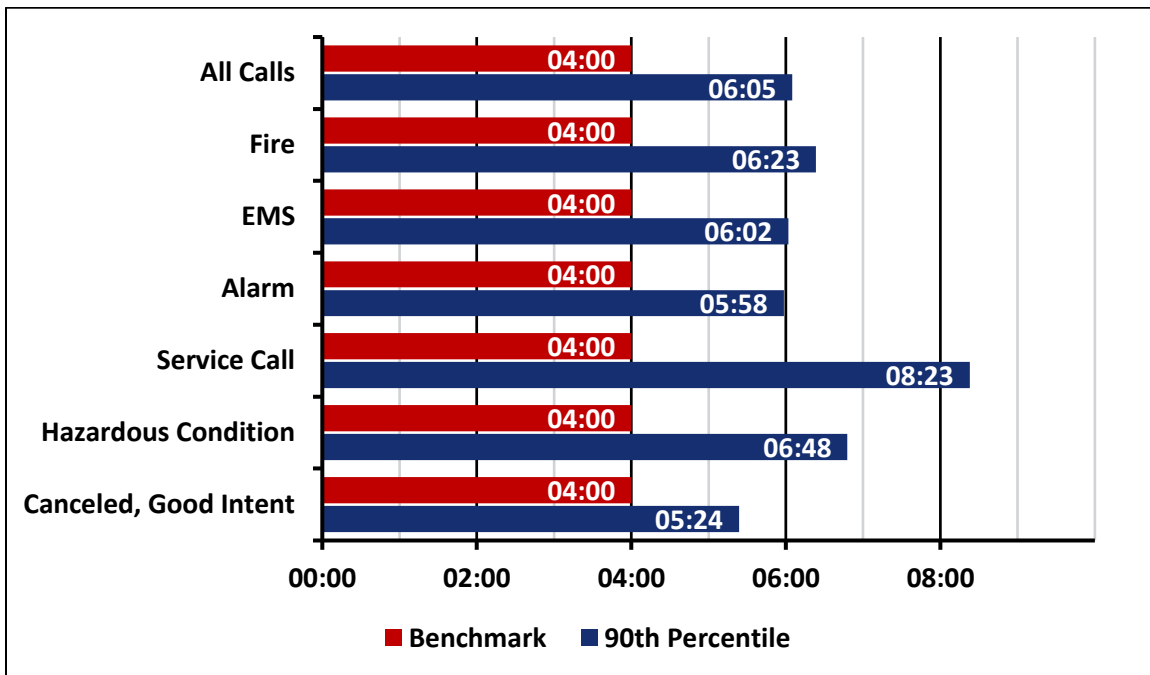
Travel Time

Travel performance is measured by travel time with is the length of time between when a unit begins to respond and arrival on scene. For this measure, there is one applicable standard as illustrated below.

Standard	Performance
NFPA 1710: <i>Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments</i>	4 minutes at the 90 th percentile

As illustrated in the following figure, overall travel time performance for HFR within the City of El Cajon is 6 minutes, 5 seconds. When evaluated by NFIRS incident series, performance ranges from 5 minute, 24 seconds for canceled/good intent incidents to 8 minutes, 23 seconds for service call incidents.

Figure 40 HFR (El Cajon) Travel Time Performance, 2018–2022





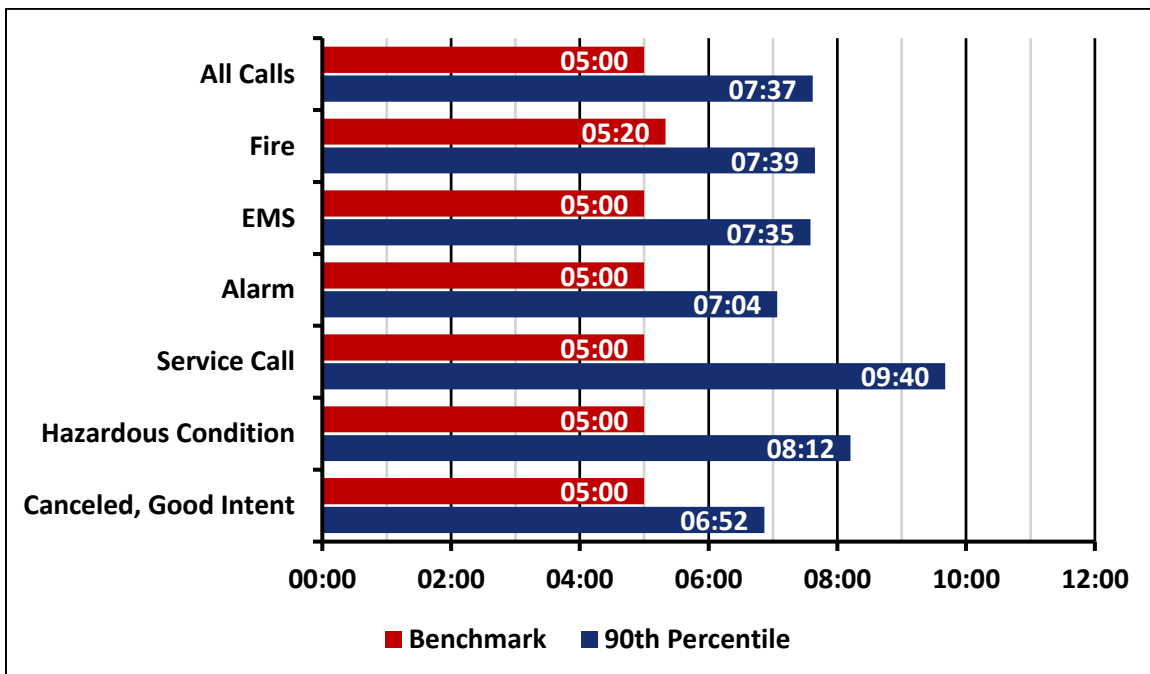
Response Time

Response time is defined as the length of time between dispatch time and arrival at scene time. For this measure, there is not a specific applicable standard. However, by combining the individual component standards, the following figure illustrates expected performance.

Standard	Performance
Turnout Time	<u>Fire and Special Operations Incidents</u> 80 seconds at the 90 th percentile
	<u>All Other Incidents</u> 60 seconds at the 90 th percentile
Travel Time	4 minutes at the 90 th percentile
Combined	<u>Fire and Special Operations Incidents</u> 5 minutes, 20 seconds at the 90 th percentile
	<u>All Other Incidents</u> 5 Minutes at the 90 th percentile

As illustrated in the following figure, overall response time performance for HFR within the City of El Cajon is 7 minutes, 37 seconds. When evaluated by NFIRS incident series, performance ranges from 6 minute, 52 seconds for canceled/good intent incidents to 9 minutes, 40 seconds for service call incidents.

Figure 41 FD (El Cajon) Response Time Performance, 2018–2022





Total Response Time

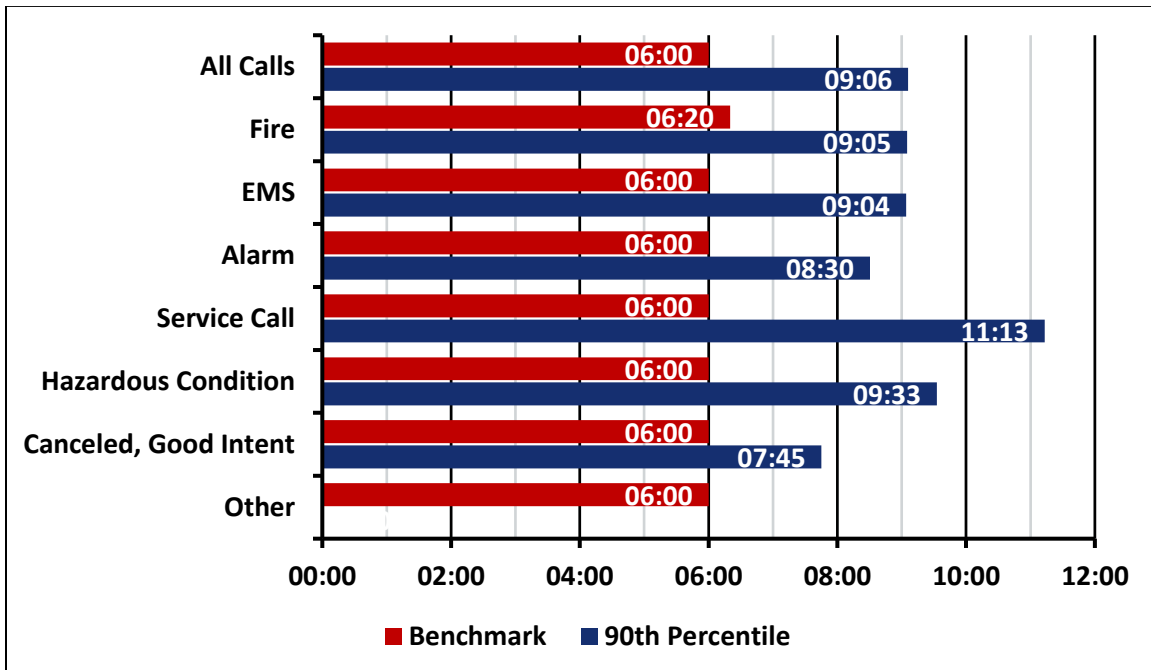
Total response time is the time from when the 911 call is answered until the dispatched unit arrives on the scene. For this measure, there is not a specific applicable standard. However, by combining the individual component standards, the following figure illustrates expected performance.

Table 2: Total Response Time Definitions

Component	Performance
Call Processing Time	60 seconds at the 90 th percentile
Turnout Time	<u>Fire and Special Operations Incidents</u> 80 seconds at the 90 th percentile
	<u>All Other Incidents</u> 60 seconds at the 90 th percentile
Travel Time	4 minutes at the 90 th percentile
Combined	<u>Fire and Special Operations Incidents</u> 6 minutes, 20 seconds at the 90 th percentile
	<u>All Other Incidents</u> 6 Minutes at the 90 th percentile

As illustrated in the following figure, overall total response time performance for HFR within the City of El Cajon is 9 minutes, 6 seconds. When evaluated by NFIRS incident series, performance ranges from 7 minute, 45 seconds for canceled/good intent incidents to 11 minutes, 13 seconds for service call incidents.

Figure 42: HFR (El Cajon) Total Response Time Performance, 2018–2022





Mutual Aid and Automatic Aid

Agencies often enter into agreements that are of benefit to their community and the surrounding communities. These provide circumstances where units and personnel from other agencies respond into the jurisdiction to assist in providing needed resources to mitigate a given incident. The two types of agreements are mutual aid and automatic aid, both of which are an integral part of emergency operations. Mutual aid agreements generally include the provision of units and resources only when requested by the incident commander from the agency receiving mutual aid. In contrast, automatic aid agreements provide units and resources through a predefined matrix, and the aid agency units and personnel are included in the initial dispatch to the incident concurrently with the requesting agency units and personnel. The following figure illustrates the organizations with which HFR has aid agreements and specifies the type(s) of agreement with each agency.

Table 3: HFR Aid Agreements

Agency	Agreement Type
Alpine	Auto
Barona	Auto
Bonita	Auto
Campo Reservation	Mutual
Flinn Springs	Mutual
Harbison Canyon	Auto/Mutual
Jacumba	Mutual
La Mesa	Auto
Lakeside	Auto
Lemon Grove	Auto
National City	Auto
Pine Valley	Auto/Mutual
Ramona	Auto/Mutual
Rancho Santa Fe	Auto
San Diego Fire	Auto/Mutual
San Diego Unit (San Diego Ranger, Cal Fire, MVU)	Auto/Mutual
San Miguel	Auto
Santee	Auto
Sycuan	Auto
Viejas	Auto

As illustrated in the following figure, HFR has both provided and received aid within the City of El Cajon. This analysis provides an overall incident count and does not provide the actual number of units or details of which agencies were involved. However, the subsequent figure illustrates the detail of the aid received during the study period. Giving “Aid” to a neighboring community means the city has sufficient resources to maintain coverage and serviceability for its residents. Receiving “Aid” is an indication that a community’s resources are not available or in many cases already committed on subsequent incidents.



Table 4: HFR (El Cajon) Aid Given/Received, 2018–2022

Description	2018	2019	2020	2021	2022	Total (+)	Total (-)
Aid given (+)	2,103	1,618	1,688	1,865	2,108	9,882	
Aid received (-)	2,668	2,261	2,325	2,615	2,680		12,549
Total Mutual Aid Calls	4,771	3,879	4,013	4,480	4,788		

Table 5: HFR (El Cajon) Aid Received Detail, 2018–2022

Alpine	2018	2019	2020	2021	2022	Total
ALPINE ADMIN	3	0	0	0	1	4
ALPINE STATION 17	2	1	4	1	1	9
Department Total	5	1	4	1	2	13
Barona	2018	2019	2020	2021	2022	Total
BARONA ADMIN	8	11	3	7	9	38
BARONA STATION 27	3	5	9	4	2	23
Department Total	11	16	12	11	11	61
Bonita	2018	2019	2020	2021	2022	Total
BONITA STATION 38	3	1	6	1	0	11
Department Total	3	1	6	1	0	11
Campo Reservation	2018	2019	2020	2021	2022	Total
CAMPO RESERVATION STATION 46	2	0	0	0	0	2
Department Total	2	0	0	0	0	2
El Cajon	2018	2019	2020	2021	2022	Total
El Cajon ADMIN	3	2	1	0	2	8
El Cajon STATION 6	1	0	0	0	0	1
Department Total	4	2	1	0	2	9
Flinn Springs	2018	2019	2020	2021	2022	Total
FLINN SPRINGS STATION 21	0	0	0	1	0	1
Department Total	0	0	0	1	0	1
Harbison Canyon	2018	2019	2020	2021	2022	Total
HARBISON CANYON STATION 24	2	0	0	0	1	3
Department Total	2	0	0	0	1	3
Heartland	2018	2019	2020	2021	2022	Total
HEARTLAND DISPATCH	2	0	4	1	1	8
Department Total	2	0	4	1	1	8
Jacumba	2018	2019	2020	2021	2022	Total
JACUMBA STATION 43	0	0	0	0	1	1
Department Total	0	0	0	0	1	1
La Mesa	2018	2019	2020	2021	2022	Total
LA MESA STATION 11	43	48	25	26	17	159
LA MESA STATION 12	175	183	165	169	131	823
LA MESA STATION 13	169	120	73	133	117	612



Department Total	387	351	263	328	265	1,594
Lakeside	2018	2019	2020	2021	2022	Total
LAKESIDE ADMIN	71	52	49	56	16	244
LAKESIDE STATION 1	491	443	552	572	719	2,777
LAKESIDE STATION 2	10	8	6	11	49	84
LAKESIDE STATION 26	14	6	57	125	31	233
LAKESIDE STATION 3	52	45	26	31	53	207
Department Total	638	554	690	795	868	3,545
Lemon Grove	2018	2019	2020	2021	2022	Total
LEMON GROVE STATION 10	21	1	9	10	20	61
Department Total	21	1	9	10	20	61
Monte Vista	2018	2019	2020	2021	2022	Total
MONTE VISTA STATION 20	0	1	0	0	0	1
Department Total	0	1	0	0	0	1
MVU	2018	2019	2020	2021	2022	Total
MVU HEADQUARTERS	0	1	1	1	1	4
Department Total	0	1	1	1	1	4
National City	2018	2019	2020	2021	2022	Total
NATIONAL CITY STATION 34	2	2	0	0	0	4
Department Total	2	2	0	0	0	4
Pine Valley	2018	2019	2020	2021	2022	Total
PINE VALLEY STATION 44	3	0	1	1	0	5
Department Total	3	0	1	1	0	5
Ramona	2018	2019	2020	2021	2022	Total
RAMONA STATION 82	0	0	0	0	1	1
Department Total	0	0	0	0	1	1
Rancho Santa Fe	2018	2019	2020	2021	2022	Total
RANCHO SANTA FE STATION 6	0	0	0	0	1	1
Department Total	0	0	0	0	1	1
San Diego	2018	2019	2020	2021	2022	Total
SAN DIEGO STATION 1	1	2	1	2	2	8
SAN DIEGO STATION 10	2	1	3	1	2	9
SAN DIEGO STATION 12	1	0	0	0	0	1
SAN DIEGO STATION 15	0	0	0	1	0	1
SAN DIEGO STATION 19	4	0	0	1	2	7
SAN DIEGO STATION 25	1	0	0	0	0	1
SAN DIEGO STATION 28	0	0	0	1	0	1
SAN DIEGO STATION 31	0	1	0	0	0	1
SAN DIEGO STATION 34	24	22	18	14	40	118
SAN DIEGO STATION 35	0	0	0	0	1	1
SAN DIEGO STATION 40	0	0	0	0	1	1
SAN DIEGO STATION 45	24	15	14	7	16	76
SAN DIEGO STATION 51	0	0	0	1	0	1



Department Total	57	41	36	28	64	226
San Miguel	2018	2019	2020	2021	2022	Total
SAN MIGUEL ADMIN	3	2	3	4	2	14
SAN MIGUEL STATION 14	5	6	8	3	1	23
SAN MIGUEL STATION 15	41	49	50	42	35	217
SAN MIGUEL STATION 16	3	1	0	1	1	6
SAN MIGUEL STATION 18	24	21	16	14	22	97
SAN MIGUEL STATION 19	1,269	891	915	1,054	907	5,036
SAN MIGUEL STATION 21	34	42	50	58	63	247
SAN MIGUEL STATION 22	28	49	39	39	43	198
SAN MIGUEL STATION 23	403	430	455	483	608	2,379
Department Total	1,810	1,491	1,536	1,698	1,682	8,217
Santee	2018	2019	2020	2021	2022	Total
SANTEE ADMIN	3	2	3	2	1	11
SANTEE STATION 4	243	236	220	214	216	1,129
SANTEE STATION 5	32	21	29	21	27	130
Department Total	278	259	252	237	244	1,270
Sycuan	2018	2019	2020	2021	2022	Total
SYCUAN ADMIN	0	0	0	1	0	1
SYCUAN STATION 63	2	0	3	0	0	5
Department Total	2	0	3	1	0	6
Viejas	2018	2019	2020	2021	2022	Total
VIEJAS ADMIN	1	3	0	1	1	6
VIEJAS STATION 25	7	2	5	2	3	19
Department Total	8	5	5	3	4	25
Grand Total	3,235	2,726	2,823	3,117	3,168	15,069



Facilities

Locations of Facilities

Fire stations are strategically located throughout a fire department's response area to provide the most effective, efficient, and timely response to emergency service requests. In addition to location, the layout of a fire station contributes to, or inhibits, overall response time. Poor layouts that cause additional time for crews to reach their apparatus increase turnout time, while efficient, well-thought-out layouts reduce the time required for a fire crew to reach their apparatus and begin their response. Fire stations must also accommodate the ever-increasing requirements and mandates for infectious disease mitigation, decontamination, prevention of contamination by soiled fire turnout clothing, etc. In addition, fire stations must meet the living requirements for the firefighters housed 24-hours at a time. Various activities must take place daily in fire stations that must be accounted for in the design process, including the following:

- Housing and cleaning of apparatus and equipment, including decontamination of biohazards
- Residential living space and sleeping quarters for on-duty personnel (all genders).
- Kitchen facilities, appliances, and storage
- Bathrooms and showers (all genders)
- Administrative and management offices; computer stations and office facilities for personnel
- Training, classroom, and library areas
- Firefighter fitness area
- Public meeting space

Facilities Review

ESCI evaluated HFR capital facilities, including having HFR leadership complete detailed information on each fire station and a self-assessment of their facilities using a Community Risk Assessment (CRA) Worksheet that computed overall ranking based on individual facility ratings completed by the Department. The overall rankings were:

- >50 points = Safety and Community Upgrades and Renovations Completed for the Facility.
- 41-50 points = Major Expansion and Renovation Completed for the Facility
- 0-40 points = Recommended Replacement of the Facility



Station 6

Station 6 is located at 100 Lexington Avenue in El Cajon. It is a 4-bay Type II building constructed in 1986. Station 6 houses Engine-6, Truck-6, Squad-6, and a Reserve Squad Unit with a daily staffing of 8 fire personnel. It also houses the Heartland Facility Communications Authority that provides emergency fire and medical dispatching services for the following communities:



- Alpine Fire Protection District
- Bonita-Sunnyside Fire Protection District
- City of El Cajon Fire Department
- City of La Mesa Fire Department
- City of Lemon Grove Fire Department
- City of Santee Fire Department
- Lakeside Fire Protection District
- San Miguel Fire Protection District
- Viejas Fire Department
- Barona Fire Protection District
- Sycuan Fire Department

The Communications Authority is housed in the station's basement, but a major remodel is in process that will relocate the Authority to the first floor. The remainder of the station is in fair condition with a large kitchen area and day room, individual dorms for the firefighters and ambulance personnel. There is adequate indoor and outdoor training space at the station and a small community room. There is a separate turnout storage room and decontamination area with extractors on the apparatus floor. The station also has four drive-through bays. Areas needing improvement include semi-private shower facilities and the existence of no private changing areas with separate locker rooms. The station's CRA Worksheet score is 38.21.

Station 7

Station 7 is located at 695 Tyrone Street in El Cajon. The facility was built in 1960 using Type V construction and is the oldest of El Cajon's four fire stations. Due to its age, it is in poor condition but due for a major renovation soon. It houses Engine 7 and provides parking space for an AMR spare ambulance with a daily staffing of 3 fire personnel. There is limited indoor space for training, but



available outdoor training space. Areas to be addressed in the remodel include no private dorms for firefighters, no separate turnout storage room, minimal decontamination capability in the apparatus bay, no drive-through apparatus bay, an apparatus bay that cannot accommodate all engine apparatus in the Department, and an outdated day room and kitchen facilities. The CRA Worksheet score for station 7 is 23.32. This should dramatically improve following their full remodel.

Station 8

Station 8's address is 1470 East Madison Avenue in El Cajon. The station is a Type II construction facility built in 2008 and houses Engine-8 and an AMR ambulance. There are 3 fire personnel staffed



each shift. This is a modern station rated by department leadership as in "Fair" condition. The CRA Worksheet score for station 8 is 41.05.

The station features a small community room, updated kitchen and day room, drive-through apparatus bays, room for indoor and limited outdoor training, a modern gym, separate turnout storage room, and modern decontamination area with extractors and washer/dryer setup. There is also adequate provision for administrative activity in the front office, captain's office, and an area for paramedics to complete their required EMS-related documentation. The station houses private dorms for all personnel and semi-private shower facilities.



Station 9

Station 9 is located at 1301 North Marshall Avenue in El Cajon. This is a three-bay Type II constructed facility.

The station was built in 1975 and listed in fair condition. The CRA Worksheet score for station 9 is 43.64.



Training Facility

The Heartland Fire Training Facility is also incorporated on the same site with Station 9. The training center has a drill tower along with various props such as roof operations as well as areas for driving and hose evolutions.





Apparatus

Apparatus & Vehicles

Fire apparatus is essential to the overall mission of the Hartland Fire Department in the City of El Cajon. They must be consistently maintained in an operational readiness state to accomplish Hartland Fire Department's mission. The department subjectively evaluated their apparatus and vehicles used for emergency response with a numerical scoring of 1-5, with 1 being "favorable" and 5 being "unfavorable". The score is based on three (3) characteristics: Service (extent of preventative maintenance performed), Condition, and Reliability (see table below). This process aids in the future replacement planning process.

Maintenance is performed by the El Cajon Public Works Department for apparatus assigned to the city. HFR has maintenance performed in each of the three cities by their own Public Works Department for the apparatus and vehicles assigned to that city. Oversight of fire apparatus is conducted by the Logistics Division Chief.

Apparatus Replacement

The National Fire Protection Association has a standard that addresses fire apparatus - NFPA 1901 Standard for Automotive Apparatus. This standard defines the requirements for new automotive fire apparatus and trailers designed to be used under emergency conditions to transport personnel and equipment and to support the suppression of fires and mitigation of other hazardous situations. The standard recommends that fire apparatus 15 years of age or older be placed into reserve status, and apparatus 25 years or older should be replaced. This is a general guideline, and the standard recommends using the following objective criteria in evaluating the lifespan of fire apparatus:

- Vehicle road mileage
- Engine operating hours
- The quality of the preventative maintenance program
- The quality of the driver training program
- Whether the fire apparatus was used within its design parameters
- Whether the fire apparatus was manufactured on a custom or commercial chassis
- The quality of workmanship by the original manufacturer
- The quality of the components used in the manufacturing process
- The availability of replacement parts



Apparatus Review

This section of the report addresses and describes HFR’s El Cajon frontline and reserve apparatus and vehicles. The table below lists the specifics of each El Cajon fire apparatus by location, apparatus type, mileage, status, manufacturer and year, and evaluation scoring.

Table 6 Apparatus Service Score

Unit ID	Station	Resource Type	Unit Class	Manufact.	Model Year	Type	Tank Size	Pump Capacity	Aerial Length	Frontline or Reserve?	Mileage	Service Score	Condition Score	Reliability Score
E6 - 50177	6	Engine/Pumper	Engine	Pierce	2013	Type 1	500	1500		Frontline	96,877	1	2	2
T6 - 50173	6	Aerial Platform	Truck	Pierce	2005		NA	NA	105	Frontline	104,872	1	2	2
SQ6 -	6	Squad	Squad	Ford	2017		NA	NA		Frontline	48,954	1	2	2
SQUB - 50101	6	Squad	Squad	Ford	2018		NA	NA		Reserve	22,274	1	2	1
E7 - 50174	7	Engine/Pumper	Engine	Pierce	2006	Type 1	500	1500		Frontline	145,821	1	2	2
E8 - 50178	8	Engine/Pumper	Engine	Pierce	2019	Type 1	500	1500		Frontline	53,256	1	2	2
E9 - 50176	9	Engine/Pumper	Engine	Pierce	2011	Type 1	500	1500		Frontline	129,600	1	2	2
E209 - 50175	9	Engine/Pumper	Engine	Pierce	2008	Type 1	500	1500		Reserve	116,931	1	2	2
OES6310	9	Engine/Pumper	Brush	BME	2020	Type 3	500	500		Frontline	22,783	1	1	1
50170 - Reserve	6	Engine/Pumper	Engine	KME	1998	Type 1	500	1500		Reserve	127,149	1	3	3
50171 - Reserve	8	Engine/Pumper	Engine	KME	2001	Type 1	500	1500		Reserve	163,878	1	3	3
Battalion 3										Frontline	86,520	1	2	1
Reserve Battalion 3										Reserve	132,509	1	3	1

HFR’s apparatus in El Cajon is more than capable of meeting the department’s mission of emergency response and mitigation to provide safe communities within their jurisdiction. The two reserve engines have the lowest scoring in the Condition and Reliability area with score a “3” in a range of “1-5”. Engine-9 has the most mileage of the fleet.



Recommendations

Recommendation # 1

ESCI recommends continuation and expansion of El Cajon Community Care Nurse Navigation program. This would include incorporation of a Hybrid Community Paramedicine Program. Utilizing the Nurse Navigator to include additional Alpha and Omega level calls would help reduce overall incident response. Creating a hybrid Community Paramedicine program through a partnership with the Hospital System can provide the needed care at the field level along with education to the indigent and un-housed population. This Hybrid Program can also help reduce the number of frequent 911 users.

Recommendation # 2

Realign unit responses to Alpha and Omega type calls. Continue to seek opportunities to dispatch only an ambulance to these type calls to maintain availability of Engine Companies for Bravo and higher type incidents.

Recommendation # 3

ESCI recommends considering the addition of another Duty Battalion Chief Position. The current model has a single Battalion Chief overseeing 8 stations in three different cities with a total of 11 Captains under their daily supervision. This exceeds the normal accepted span of control model. Recommendation is to add a second Battalion Chief position and split oversight of the 8 stations. One possible model would be to have North and South Battalion.

Recommendation # 5

ESCI recommends additional staff for the Fire Marshal's Office to include an administrative receptionist and a second Deputy Fire Marshal. The current staffing model does not match the efficiency needed for the number of inspections and plan reviews required. With the expected growth of the city, both these tasks will certainly increase. Inspectors are often delayed in receiving or returning calls for new or re-inspections due to being in the field. The current administrative staff is tasked with completing higher priority duties and is technically assigned to the Logistics Chief's Office. An administrative receptionist can provide better service to incoming citizens and developers as well as maintaining a schedule for the Fire Marshal, Deputy, and all Field Inspectors. This position can also schedule Fire Prevention events and provide coordination with the stations. A Second Deputy Fire Marshal will provide a more diverse ability and management support to the Fire Marshal.

Recommendation # 4

ESCI recommends an additional station in the North Central area of the city. This is due to the incident volume in the North and Eastern portion of El Cajon and the reliance upon neighboring agencies of Lakeside and San Miguel to handle priority one calls. Station 6 & 8 have the highest population area in El Cajon. Adding an engine and ladder truck station to this area would reduce the reliance on mutual aid, provide a second ISO service unit for the city, and handle the future project growth and call volume for this area.



Administrative Recommendations

1. ESCI recommends the continued support of the WEED Abatement Program utilize new software. This transfer to a technological database will provide efficiency and better administration of the program while allowing immediate access on-the-scene if necessary.
2. ESCI recommends continuing a collaborative purchasing bid for both expandable and non-expendable items and equipment. Bulk purchasing can provide a cost benefit to all entities. Separation of financial obligation can still be divided by percentage of usage within each city.
3. ESCI recommends that Heartland Fire & Rescue continue a succession plan to cover across all three cities (El Cajon, Le Mesa, and Lemon Grove). As the growth of all 3 cities occurs, the need for continued stability in the advancement and management of fire services provided should be consistent. To ensure continuity of advancement and progression of HFR, training and development of junior administrative staff will allow for seamless transitions as senior administration retires. Utilizing internal advancement opportunity and succession allows for higher morale, better continuity, and minimizes the “learning curve” that challenges someone from outside the organization.



List of Figures

Figure 1: Physical Assets Protected..... 13

Figure 2: Care Facilities 14

Figure 3 Population Density 15

Figure 3: Station 6 Community Profile 16

Figure 4 Station 7 Community Profile 18

Figure 5 Station 8 Community Profile 20

Figure 6 Station 9 Community Profile 22

Figure 7 Haz-Mat Facilities 24

Figure 8 Hydrant Service Area Map 25

Figure 9 NFIRS Incident Series..... 26

Figure 10 HFR (El Cajon) Service Demand by Incident Type, 2018–2022 27

Figure 11 HFR (El Cajon) Service Demand by Incident Type, 2018–2022 28

Figure 12 HFR (El Cajon) Projected Service Demand, 2018–2022 29

Figure 13 HFR (El Cajon) Projected Service Demand by Historical Change..... 30

Figure 14 HFR (El Cajon) Service Demand by Month, 2018–2022 31

Figure 15 HFR (El Cajon) Service Demand by Day, 2018–2022 32

Figure 16 HFR (El Cajon) Service Demand by Hour, 2018–2022 33

Figure 17 HFR (El Cajon) Incident Density (All Incidents), 2018–2022..... 34

Figure 18 HFR (El Cajon) Incident Density (EMS Incidents), 2018–2022..... 35

Figure 19 HFR (El Cajon) Incident Density (Fire Incidents), 2018–2022..... 36

Figure 20 HFR (El Cajon) 1.5-Mile Engine Distribution per ISO Criteria 37

Figure 21 HFR (El Cajon) 2.5-Mile Truck Distribution per ISO Criteria 38

Figure 22 HFR (El Cajon) 5-Mile Coverage per ISO Criteria 39

Figure 23 ISO Hydrant Distribution 40

Figure 24 Four & Eight Minute Travel Time, (2018-2022)..... 41

Figure 25 HFR Travel Time Less than 4-Minutes 42

Figure 26 HFR Travel time 4-8 Minutes 43

Figure 27 HFR Travel Time 8-12 Minutes 44

Figure 28 Incidents Exceeding 12-Minutes, (2018 -2022)..... 45

Figure 29 NFPA 1710 EFR Recommendations Based on Risk 46

Figure 30 HFR (El Cajon) Fire Order of Arrival..... 46

Figure 31 HFR (El Cajon) Unit Hour Utilization (Station 6), 2018–2022 48

Figure 32 HFR (El Cajon) Unit Hour Utilization (Station 7), 2018–2022 48

Figure 33 HFR (El Cajon) Unit Hour Utilization (Station 8), 2018–2022 48

Figure 34 HFR (El Cajon) Unit Hour Utilization (Station 9), 2018–2022 48

Figure 35 HFR (El Cajon) Incident Concurrency, 2018–2022..... 49

Figure 36 Response Time Continuum 50

Figure 37 HFR (El Cajon) Alarm Handling Time Performance, 2018–2022 51

Figure 38 HFR (El Cajon) Turnout Time Performance, 2018–2022 52

Figure 39 HFR (El Cajon) Travel Time Performance, 2018–2022..... 53

Figure 40 FD (El Cajon) Response Time Performance, 2018–2022..... 54

Figure 41: HFR (El Cajon) Total Response Time Performance, 2018–2022 55



List of Tables

Table 1 Unit Commitment	47
Table 2: Total Response Time Definitions.....	55
Table 3: HFR Aid Agreements.....	56
Table 4: HFR (El Cajon) Aid Given/Received, 2018–2022	57
Table 5: HFR (El Cajon) Aid Received Detail, 2018–2022	57
Table 6 Apparatus Service Score	65



Heartland Fire & Rescue

STANDARD OF COVER

Critical Tasking, Benchmarks Statements & Performance Gaps for Levels of Risk

Heartland Fire & Rescue publishes a standard of response cover to outline the contract for services with the community. The document outlines varying levels of risk for emergency medical services, fire suppression, hazardous materials response, technical rescue, and swift water rescue. For each program of community risk reduction, the document identifies the critical tasks with each benchmark statement, the resources needed, the output of a three-axis risk scoring methodology, and the response time goals and performance gaps.

 1-800-757-3724

 info@esci.us www.esci.us

 www.esci.us



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

Table of Contents

RISK SCORE METHODOLOGY & DEFINITIONS	3
DAILY RESOURCE AVAILABILITY	5
EMERGENCY MEDICAL SERVICES	6
Response Performance Goals	6
Emergency Medical Services – Low Risk	6
Emergency Medical Services – Moderate Risk	7
Emergency Medical Services – High Risk	9
FIRE SUPPRESSION	11
Available Daily Fire Response.....	11
Response Performance Goals	12
Fire Suppression – Low Risk	12
Fire Suppression – Moderate Risk.....	13
Fire Suppression – High Risk	15
WILDLAND FIRE RESPONSE	17
Wildland – Low Risk	18
HAZARDOUS MATERIALS	20
Response Performance Goals	21
Hazardous Materials – Low Risk.....	21
Hazardous Materials – High Risk.....	22
TECHNICAL RESCUE.....	24
Response Performance Goals	24
Technical Rescue – Low Risk	24
Technical Rescue – High Risk.....	26
WATER & SWIFT WATER RESCUE	28
Response Performance Goals	28
Water Rescue – Low Risk	28
Water Rescue – High Risk.....	30

RISK SCORE METHODOLOGY & DEFINITIONS

Probability of Occurrence & Consequence to the Community:

Heartland Fire & Rescue uses the last five years of response data to determine the likelihood of occurrence. The three-axis model uses a numeric score based on the definitions below. Additionally, the department subjectively assigns a consequence score based on the definitions outlined below.

PROBABILITY SCORING		CONSEQUENCE SCORING	
1	More than Annually	1	One Person
2	Annually	2	One Household
3	Quarterly	3	Single Business Interruption - One-Day
4		4	Single Business Interruption - 2-7 Days
5	Monthly	5	Multiple Businesses or Households Impacted
6		6	Neighborhood-wide Impact
7	Weekly	7	City-wide Impact
8			
9	Daily	9	Region-wide Impact
10	Multiple Times Daily	10	

Impact on the Heartland Fire & Rescue:

The department calculates the impact score by dividing the staff resources assigned by the department's minimum staffing is then multiplied by 10. This method provides a result on a ten-point scale and aligns with the practices of the other two axes.

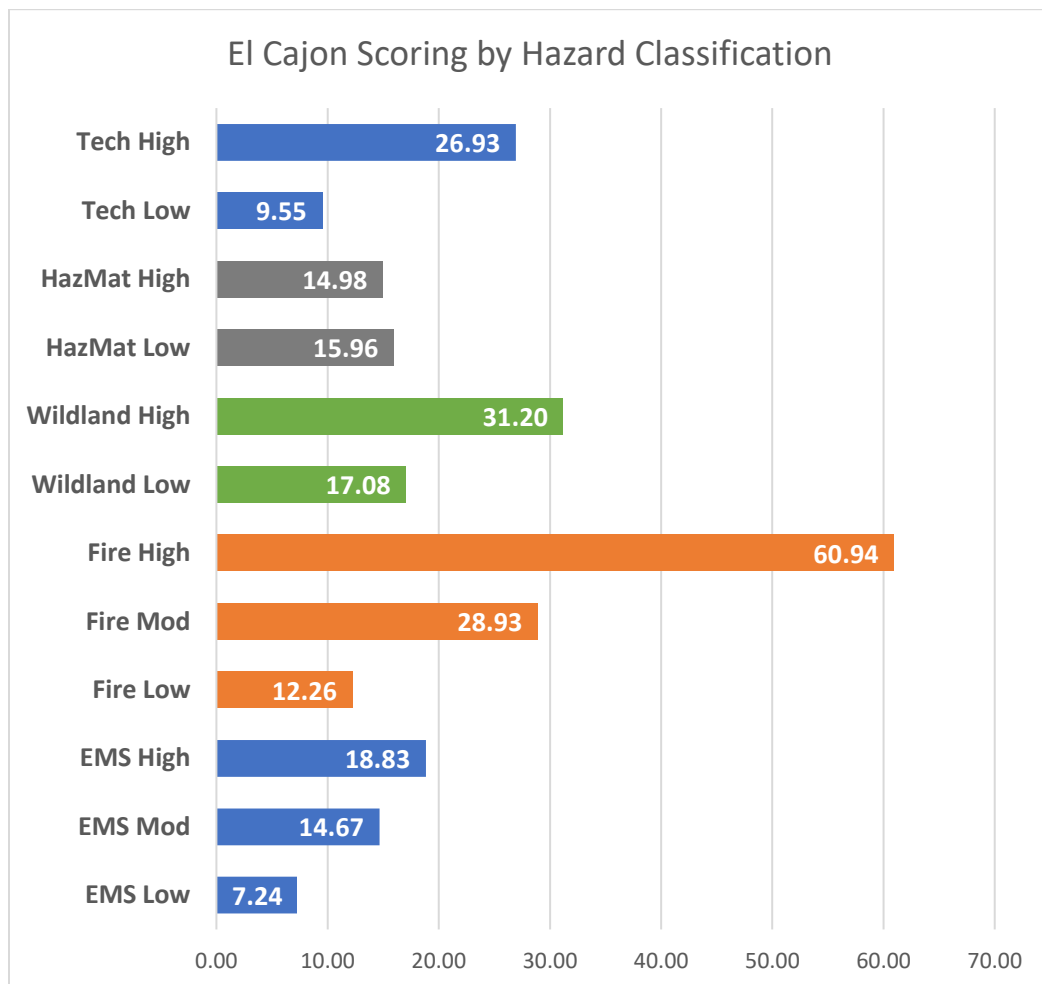
$$(Staff Assigned to Incident / Minimum Staffing) \times 10 = Impact Score$$

Three-Axis Risk Scoring Model

The Heartland Fire & Rescue uses the three-axis scoring methodology. This method uses the square root of each risk element value to determine the "surface area." The surface area value then becomes the risk's numeric value.

$$\text{Square Root of } ((\text{Prob}^2 \times \text{Cons}^2/2) + (\text{Cons}^2 \times \text{Imp}^2/2) + (\text{Prob}^2 \times \text{Imp}^2/2)) = \text{Risk Score}$$

The scores derived from this method indicate the level of risk associated with certain types of incident responses. The scores are sorted into three different risk classifications: Low, Moderate, and High risk. The figure below shows the score ranges for each type.



Heartland Fire & Rescue covers a 3-city jurisdiction response area with 8 stations. These are the cities of El Cajon (4 stations), La Mesa (3 stations), and Lemon Grove (1 station). All suppression apparatus is staffed with a minimum of 3 personnel daily on a 24/7 shift. The complement of apparatus includes 8 Engines, 2 Trucks, 1 Squad, and 1 Battalion Chief Officer.

This provides a daily staffing of 37 personnel. The Squad is an attachment to Truck 6 which only responds within the city limits of El Cajon. ALS Ambulance Transport is provided by a 3rd party service provider (AMR). While their staff and units are not part of HFR, their response has a direct impact on HFR's overall service delivery and response capabilities for the next or pending incidents. HFR is also located in San Diego County, more specifically the Central zone. All the agencies within this Central zone have a boundary drop automatic aid agreement. This agreement allows for daily sharing of resources and utilization of the larger agencies (San Diego Fire Rescue) specialized teams such as Hazardous Materials, Technical Rescue, or USAR. This Standard of Cover is an assessment of HFR's daily resources with notes to include mutual aid from all other Central Zone agencies.

DAILY RESOURCE AVAILABILITY

Unit	Resource Type	City	Location	Minimum Staffing
E6	Engine	El Cajon	Station 6	3
T6	Truck	El Cajon	Station 6	3
SQ6	*Squad	El Cajon	Station 6	2
E7	Engine	El Cajon	Station 7	3
E8	Engine	El Cajon	Station 8	3
E9	Engine	El Cajon	Station 9	3
B 3	Chief Officer	La Mesa	Station 11	1
E11	Engine	La Mesa	Station 11	3
T11	Truck	La Mesa	Station 11	4
RE12	Engine	La Mesa	Station 12	3
E13	Engine	La Mesa	Station 13	3
E10	Engine	Lemon Grove	Station 10	3
E210	Engine	Lemon Grove	Station 10	3
M430 (12)	**Ambulance	AMR	Station 6	2
M436	**Ambulance	AMR	Station 6	2
M438	**Ambulance	AMR	Station 8	2
M440 (12)	**Ambulance	AMR	Station 8	2
Heartland Fire Daily Staffing:				37
AMR Ambulance Daily Staffing:				8
Total Daily Staffing:				45

*Only responds within El Cajon city Limits

** Third party ambulance transport service

EMERGENCY MEDICAL SERVICES

Heartland Fire and the City of El Cajon utilize a third-party private ambulance service for emergency medical transportation. AMR is the contracted company that serves El Cajon and many of the surrounding jurisdictions.

Response Performance Goals

Measure	2023 Goal	Sample Risk	Justification
Alarm Handling	1:00	All Risk	NFPA 1710
Turnout Time	1:00	All Risk	NFPA 1710
1 st Unit Travel Time	8:00	BLS	NFPA 1710
1 st Unit Travel Time	4:00	ALS	NFPA 1710

Emergency Medical Services – Low Risk

Low-risk EMS are those medical calls for service that the emergency medical dispatch process determines are non-emergency. Examples of low-risk EMS incidents may include ground-level falls without injury, general illness, low-acuity abdominal pain, and those incidents classified by ProQA as Alpha and Omega. These incidents are often handled by either the ALS Transport or the Squad unit if ALS is unavailable.

CRITICAL TASK	REQUIRED STAFF
Primary Patient Care & Incident Command	1
Vehicle Operations	1
Effective Response Force:	2

RESOURCE DEPLOYMENT	MINIMUM STAFFING
El Cajon Squad unit or 3 rd Party Transport	2
Total Personnel:	2
El Cajon Personnel:	2

THREE-AXIS RISK SCORE	
Probability of Occurrence	9
Consequence to Community	1
Impact on Fire Department	1
SCORE:	7.24

BENCHMARK STATEMENTS

For 90% of low-risk emergency medical responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least two emergency medical technicians, shall be 10 minutes.

The first arriving unit for low-risk emergency medical responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Administering emergency medical patient care
- Deploying automatic external defibrillation (AED)
- Performing cardiopulmonary resuscitation (CPR)
- Providing patient transport to the closest appropriate facility

The response model achieves the effective response force with the first arriving unit.

Emergency Medical Services – Moderate Risk

Moderate-risk EMS are those medical calls for service that the emergency medical dispatch process determines are emergent. Examples of moderate-risk EMS incidents may include chest pain, difficulty breathing, stroke, and those incidents classified by ProQA as Bravo and Charlie. In the city of El Cajon, HFR response will be the Squad (staffed with 2 personnel) or an Engine/Truck Company (staffed with 3 personnel) if the Squad is already committed. The ALS Transport Ambulance is provided by a third-party provider. While these units and personnel are not part of the HFR staffing, availability has a direct impact on HFR overall response and service delivery for the next or pending incident.

CRITICAL TASK	REQUIRED STAFF
Primary Patient Care Provider	1
Secondary Patient Care Provider	1
Vehicle Operations	2
Effective Response Force:	4

RESOURCE	MINIMUM STAFFING
ALS Transport Ambulance	2
El Cajon Squad Unit or Suppression Apparatus	2 (3)
Total Personnel:	4
El Cajon Personnel:	2

THREE-AXIS RISK SCORE	
Probability of Occurrence	10
Consequence to Community	2
Impact on Fire Department	1
SCORE: 14.67	

BENCHMARK STATEMENTS

For 90% of moderate-risk emergency medical responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least two emergency medical technicians, shall be 6 minutes.

The first arriving unit for moderate-risk emergency medical responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Obtaining vitals and patient medical history
- Administering advanced life support patient care
- Deploying automatic external defibrillation (AED)
- Performing cardiopulmonary resuscitation (CPR)

For 90% of moderate-risk emergency medical responses in the area of responsibility, the total response time for the arrival of all fire and other EMS units and personnel necessary to complete the first-alarm assignment, otherwise referred to as the Effective Response Force (ERF), shall be 8 minutes.

The effective response force for moderate-risk emergency medical response shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Obtaining vitals and patient medical history
- Administering advanced life support patient care
- Deploying automatic external defibrillation (AED)
- Performing cardiopulmonary resuscitation (CPR)
- Assisting transport personnel with packaging the patient
- Providing advanced life support
- Providing patient transport to the closest appropriate facility

Emergency Medical Services – High Risk

High-risk EMS are those medical calls for service that the emergency medical dispatch process determines are life-threatening. Examples of high-risk EMS incidents may include cardiac arrest, shootings, stabbings, and those incidents classified by ProQA as Delta and Echo. In El Cajon will respond an engine/truck company. Station 6 has a Squad Unit that is attached to Truck 6. This unit will respond to EMS calls if it is closer.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Primary Patient Care Provider	1
Secondary Patient Care Provider	1
Medical Equipment Operator	1
Vehicle Operations	1
Effective Response Force:	5

RESOURCE	MINIMUM STAFFING
ALS Transport Ambulance	2
Suppression Apparatus	3
El Cajon Squad (only if closer than Engine)	2
Total Personnel:	7
El Cajon Personnel:	5

THREE-AXIS RISK SCORE	
Probability of Occurrence	6
Consequence to Community	3
Impact on Fire Department	1
SCORE:	14.25

BENCHMARK STATEMENTS

For 90% of high-risk emergency medical responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least two emergency medical technicians, one of which is an advanced life support-level EMT, shall be 6 minutes.

The first arriving unit for high-risk emergency medical responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Obtaining vitals and patient medical history
- Administering advanced life support patient care
- Deploying automatic external defibrillation (AED)
- Performing cardiopulmonary resuscitation (CPR)

For 90% of high-risk emergency medical responses in the area of responsibility, the total response time for the arrival of all fire and other EMS units and personnel necessary to complete the first-alarm assignment, otherwise referred to as the Effective Response Force (ERF), shall be 8 minutes.

The effective response force for high-risk emergency medical response shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Obtaining vitals and patient medical history
- Deploying automatic external defibrillation (AED)
- Performing cardiopulmonary resuscitation (CPR)
- Assisting transport personnel with packaging the patient
- Providing patient transport to the closest appropriate facility

FIRE SUPPRESSION

The Heartland Fire & Rescue operates out of eight strategically located fire stations located throughout the Cities of El Cajon (four stations), La Mesa (three stations), and Lemon Grove (one station). Each station is equipped with a pumper (designated as “Engine”) with a 500-gallon booster tank and a 1,500 gallon per minute pump. The department also staffs 2 Truck companies: Truck 6 in El Cajon and Truck 11 in La Mesa. Truck 6 has a supplemental attached squad unit (SQ6) that only operates in El Cajon. The department has a daily staffing suppression staff of 37 personnel. The table below shows the department’s frontline apparatus. The table excludes the department’s small complement of reserve apparatus.

The department follows the National Incident Management System for incident command and uses a commercial command product. Company officers are used as initial incident commanders, and command is passed to the first arriving chief officer.

Available Daily Fire Response

Unit	Resource Type	City	Location	Minimum Staffing
E6	Engine	El Cajon	Station 6	3
T6	Truck	El Cajon	Station 6	3
SQ6	*Squad	El Cajon	Station 6	2
E7	Engine	El Cajon	Station 7	3
E8	Engine	El Cajon	Station 8	3
E9	Engine	El Cajon	Station 9	3
B 3	Chief Officer	La Mesa	Station 11	1
E11	Engine	La Mesa	Station 11	3
T11	Truck	La Mesa	Station 11	4
RE12	Engine	La Mesa	Station 12	3
E13	Engine	La Mesa	Station 13	3
E10	Engine	Lemon Grove	Station 10	3
E210	Engine	Lemon Grove	Station 10	3
M430 (12)	**Ambulance	AMR	Station 6	2
M436	**Ambulance	AMR	Station 6	2
M438	**Ambulance	AMR	Station 8	2
M440 (12)	**Ambulance	AMR	Station 8	2
Heartland Fire Daily Staffing:				37
AMR Ambulance Daily Staffing:				8
Total Daily Staffing:				45

Response Performance Goals

Measure	2021 Goal	Sample Risk	Justification
Alarm Handling	1:00	Moderate	NFPA 1710
Turnout Time	1:20	Moderate	NFPA 1710
1 st Unit Travel Time	4:00	Moderate	NFPA 1710
ERF Travel Time	8:00	Moderate	NFPA 1710

Fire Suppression – Low Risk

Low-risk fire incidents are those emergent calls for service that are unlikely to cause injury or significant property damage. Examples of low-risk fire incidents may include vehicles, trash, brush, and other non-structural fires.

CRITICAL TASK	REQUIRED STAFF
Attack Hose line Deployment	2
Vehicle Operations	1
Effective Response Force:	3

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Total Personnel:	3

THREE-AXIS RISK SCORE	
Probability of Occurrence	8
Consequence to Community	2
Impact on Fire Department	1
SCORE:	12.26

BENCHMARK STATEMENTS

For 90% of low-risk fire responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be 6 minutes and 20 seconds.

The first arriving unit for low-risk fire responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for and requesting additional resources as needed
- Providing 1,500 GPM water pumping capacity
- Advancing a charged fire suppression attack hose line for fire control or rescue

The response model achieves the effective response force with the first arriving unit.

Fire Suppression – Moderate Risk

Moderate-risk fire incidents are those calls for service that are less likely to cause injury or significant property damage. Examples of moderate-risk fire incidents may include single-family homes, utility facilities, commercial & business occupancies, and storage facilities.

CRITICAL TASK	REQUIRED STAFF
Incident command	1
Water supply	1
Attack hose line deployment	2
Secondary hose line deployment	2
Support positions	2
Search & rescue	2
Aerial operations	1
Support functions – Ventilation – Utility Control – Forced Entry – RIC	4
Medical assistance & rehab	2
Effective Response Force:	17

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Suppression Apparatus	3
Aerial Apparatus	3
El Cajon Squad Unit	2
Transport Ambulance	2
Battalion	1
Total Personnel:	17

THREE-AXIS RISK SCORE	
Probability of Occurrence	5
Consequence to Community	4
Impact on Fire Department	7
SCORE:	29.93

BENCHMARK STATEMENTS

For 90% of moderate-risk fire responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be 6 minutes and 20 seconds.

The first arriving unit for moderate-risk fire responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for and requesting additional resources as needed
- Providing 1,500 GPM water pumping capacity
- Advancing a charged fire suppression attack hose line for fire control or rescue

For 90% of all moderate-risk structure fire responses within the area of responsibility, the total response time for the arrival on scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes, 20 seconds.

The effective response force for moderate-risk fire responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Establishing an incident command system
- Providing an uninterrupted water supply
- Advancing a charged fire suppression attack hose line and a backup line for fire control

- Complying with the OSHA requirements of two-in and two-out
- Completing forcible entry
- Searching and rescuing at-risk victims
- Ventilating the structure
- Controlling utilities
- Placing elevated master streams into service from aerial apparatus

Fire Suppression – High-Risk

High-risk fire incidents are those calls for service that are likely to cause injury or significant property damage. Examples of high-risk fire incidents may include multi-family occupancies, places of assembly, high-rise buildings, athletic and health buildings, industrial buildings, etc.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Incident Safety Officer (2 nd Battalion Chief)	1
Attack hose line Deployment	4
Staging Crew & Rapid Intervention Crew	2
Search & Rescue	4
Water Supply	2
Engine Operations	4
Aerial Operations	2
Support Functions – Ventilation – Utility Control – Forced Entry	4
Medical Assistance & Rehab	4
Effective Response Force:	28

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Suppression Apparatus	3
Suppression Apparatus	3
*Suppression Apparatus	3
*Suppression Apparatus	3
*Suppression Apparatus	3
*Suppression Apparatus	3
Aerial Apparatus	3
*Aerial Apparatus	3
El Cajon Squad Unit	2
Battalion	1
*Battalion (External)	1
Transport Ambulance	2
Transport Ambulance	2
Total Personnel:	38*

*NFPA 1710 recommends 28 total personnel. Heartland Fire & Rescue utilizes a second alarm process to fill the effective response force.

THREE-AXIS RISK SCORE	
Probability of Occurrence	2
Consequence to Community	8
Impact on Fire Department	10
SCORE:	60.94

BENCHMARK STATEMENTS

For 90% of high-risk fire responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be 6 minutes and 20 seconds.

The first arriving unit for high-risk fire responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for and requesting additional resources as needed
- Providing 1,500 GPM water pumping capacity
- Advancing a charged fire suppression attack hose line for fire control or rescue

- Initiating other fire ground operations in accordance with department policies and procedures.

For 90% of all high-risk structure fire responses within the area of responsibility, the total response time for the arrival on the scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes and 20 seconds.

The effective response force for high-risk fire responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Establishing an incident command system
- Providing an uninterrupted water supply
- Advancing a charged fire suppression attack hose line and a backup line for fire control
- Complying with the OSHA requirements of two-in and two-out
- Completing forcible entry
- Searching and rescuing at-risk victims
- Ventilating the structure
- Controlling utilities
- Placing elevated master streams into service from aerial apparatus

WILDLAND FIRE RESPONSE

Incidents are dispatch based upon a combination of weather and number of reports coupled with a hybrid Low/Med/High Risk threat. Incidents dispatch units based on AVL (Auto Vehicle Location). Initial response will include apparatus based on Low/Medium/High predetermined response matrix. The first arriving unit will determine the severity of the incident and upgrade as needed up to a High level response. Further resources are then specifically ordered as needed to mitigate the incident. HFR will commit resources as required based upon location of incident and severity of threat.

Wildland – Low/Moderate Risk

This mode indicates a non-critical weather situation for the zone. The current weather conditions suggest low fire danger. Weather conditions are taken every two hours between 0800 and 2000 by an automated weather station in the Central zone. Due to the response of both Low and Moderate, the Risk Scores do not vary significantly regarding impact on department resources.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Attack Hose line Deployment	4
Vehicle Operations	2
Effective Response Force:	7

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Brush Truck	3
Battalion Chief	1
Total Personnel:	10

THREE-AXIS RISK SCORE	
Probability of Occurrence	7
Consequence to Community	2
Impact on Fire Department	3
SCORE:	17.08

BENCHMARK STATEMENTS

For 90% of low-risk wildland responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be 6 minutes and 20 seconds.

The first arriving unit for low-risk wildland responses shall be capable of the following:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Developing an initial incident action plan
- Providing either mobile attack or progressive hose lays
- Extinguishing fire

For 90% of all moderate-risk wildland fires, the total response time for the arrival of the Effective Response Force, staffed with 16 firefighters, shall be 10 minutes and 20 seconds (10:20). The Effective Response Force must be capable of the following:

- Establishing command
- Sizing up the incident
- Developing an initial incident action plan
- Extending appropriate hose lines
- Providing either mobile attack or progressive hose lays
- Extinguishing fire

Wildland – High-Risk

This mode is used when based on dispatch threat model, or when a "red flag" condition is declared by the National Weather Service, indicating extremely high fire danger.

- Weather Criteria (as set by the National Weather Service):
- Relative Humidity: 15% or less
- Sustained Winds: 25 MPH or greater
- Wind Gusts: Exceeding 35 MPH for 6 hours or more

CRITICAL TASK	REQUIRED STAFF
Incident Command, Size up, Initial Safety Officer, Develop IAP	1
Initial Confinement/Extinguishment Actions	2
Continued Confinement & Extinguishment with Mobile Attack	6
Water Supply or Tender Operations	3
Incident Command, Accountability, & IAP Refinement	1
Medical Rehab & Support	2
Effective Response Force:	15

RESOURCE	MINIMUM STAFFING
Suppression Apparatus (Type 6) – Automatic Aid	3
Suppression Apparatus - HFR	3
Suppression Apparatus - HFR	3
Suppression Apparatus – HFR	3
Suppression Apparatus – HFR	3
Brush Truck - HFR	3
Brush Truck (Automatic Aid)	2*
Brush Truck (Automatic Aid)	2*
Water Tender (Automatic Aid)	2*
Battalion Chief - HFR	1
Battalion Chief (Automatic Aid)	1*
Total HFR Personnel:	19

*Mutual Aid personnel do not have an impact on HFR's daily departmental staffing.

THREE-AXIS RISK SCORE	
Probability of Occurrence	4
Consequence to Community	6
Impact on Fire Department	5
SCORE:	31.20

HAZARDOUS MATERIALS

San Diego Fire Rescue (SDFR) provides Level 1 Hazmat Response for San Diego County. All agencies within San Diego County pay an annual service fee to SDFR that funds the HazMat resources. Heartland Fire & Rescue will provide an initial response in conjunction with a Hazmat Incident Response Team (HIRT). The HIRT is comprised of Hazardous Materials Specialists (HMS) from County of San Diego (COSD), Department of Environmental Health and Quality (DEHQ), and San Diego Fire Rescue. HFR performs up to the Operations Level for scene stabilization and defensive tactics only. Low Risk calls such as minimal fuel spills (<50 gallons) are handled by a compliment of (2) engine companies, (1) Battalion Chief, and (1) ALS Ambulance. For larger, High-Risk Incidents, HFR provides scene size-up and initiation and provides perimeter control until SDFR arrives. SDFR is notified on all level risk incidents and determination is made as to the need for a full SDFR Hazmat Response.

Note: Typically, the risk factor increases with the severity of the "Risk." In the case of hazmat response for Heartland Fire & Rescue, there is noted opposite result. This is due to the contractual agreement and automatic aid with SDFR. HFR will send an allotment of apparatus and personnel dependent on incident response or investigation. The impact on the department's operations is almost identical. Low Risk Hazmat response results in a higher risk factor due to the frequency of calls versus major incidents.

Response Performance Goals

Measure	2021 Goal	Sample Risk	Justification
Alarm Handling	1:00	Moderate	NFPA 1710
Turnout Time	1:20	Moderate	NFPA 1710
1 st Unit Travel Time	4:00	Moderate	NFPA 1710
ERF Travel Time	8:00	Moderate	NFPA 1710

Hazardous Materials – Low-Risk

Low-risk hazardous materials incidents are those calls for service that are less likely to cause injury or significant property damage. Examples of low-risk hazardous materials incidents may include spills of 10-50 gallons of automotive fluid. HRT will typically handle these incidents and on scene the Battalion Chief will have on-going communication with SDFR before full HIRT deployment.

CRITICAL TASK	REQUIRED STAFF
Incident Command & Safety Officer	1
Leak & Spill Control	2
Effective Response Force:	3

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Battalion Chief	1
ALS Ambulance	2
Total HFR Personnel:	4

THREE-AXIS RISK SCORE	
Probability of Occurrence	7
Consequence to Community	2
Impact on Fire Department	2
SCORE:	15.64

BENCHMARK STATEMENTS

For 90% of low-risk hazardous materials responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for low-risk hazardous materials responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Evacuating immediate and adjacent areas
- Isolating and controlling access to high-hazard areas

The response model achieves the effective response force with the first arriving unit.

Hazardous Materials – Moderate/High-Risk

Moderate-risk hazardous materials incidents are those calls for service that are unlikely to cause injury or significant property damage. Examples of high-risk hazardous materials incidents may include spills greater than 50 gallons of automotive fluid and other hazardous material responses not defined in Hazardous Materials – Low-Risk.

The Heartland Fire & Rescue is contracted with San Diego County to receive hazardous materials mitigation services. Under contract, the county is obligated to offer emergency response services for actual or potential hazardous material releases within the Heartland response area. These hazardous materials include substances deemed hazardous under Federal or California law or those that threaten life, property, or the environment.

Responses must adhere to the San Diego County Unified Hazardous Materials Incident Contingency Plan and the ICS system. The county will supply all required personnel, equipment, and materials, including administrative and supervisory staff available 24/7. The county is also encouraged to collaborate with external hazmat response agencies for swift handling of large or challenging incidents. Within the service area, the county must ensure that 90% of hazmat calls receive a response within 60 minutes.¹

San Diego Fire Rescue deploys from San Diego Fire Rescue- Station 45 located at 9366 Friars Road in the City of San Diego. This is approximately 12 miles from El Cajon with a 15-minute response time.

Regarding high-risk hazardous materials incidents, HFR responds with an initial collection or resources to provide “HazMat FRO” service until county resources arrive. Heartland Fire provides defensive tactics to contain the release from a safe distance, keep it from spreading,

¹ Emergency Response Services To Hazardous Materials Incidents, San Diego County, November 2012

and prevent exposures without trying to stop the release. They do this by prioritizing safety, isolating, denying entry, establishing command, and notifying appropriate resources.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Operations-Level Isolation & Evacuation	3
Operations-Level Containment & Exposure Protection	4
Patient Care & Transport	2
Effective Response Force:	10

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Battalion Chief	1
ALS Ambulance	2
Total HFR Personnel:	10

THREE-AXIS RISK SCORE	
Probability of Occurrence	1
Consequence to Community	8
Impact on Fire Department	2
SCORE:	25.65

BENCHMARK STATEMENTS

For 90% of high-risk hazardous materials responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for low-risk hazardous materials responses shall be capable of the following:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Evacuating immediate and adjacent areas
- Isolating and controlling access to high-hazard areas

TECHNICAL RESCUE

Heartland Fire & Rescue responds to a variety of specialized Technical Rescue Incidents. These include Trench Rescue, Confined Space Rescue, Swift Water Rescue, and Water Rescue. Low-Risk incidents receive a special alarm assignment of 2 engines, Squad, Battalion Chief and ALS Transports Ambulance. High-Risk Incidents will get this compliment plus 2 additional engines, truck company, 2nd Battalion Chief, and USAR company (from various Metro Zone Agencies). HFR has minimal Technical Rescue Incidents throughout the year. The assessments below will only show HFR resources as an impact on daily operations and staffing. ALS Ambulance Transport and USAR Companies do not affect HFR's daily operations and thus are not counted against critical staffing recommendations.

Response Performance Goals

Measure	2021 Goal	Sample Risk	Justification
Alarm Handling	1:00	Moderate	NFPA 1710
Turnout Time	1:20	Moderate	NFPA 1710
1 st Unit Travel Time	4:00	Moderate	NFPA 1710
ERF Travel Time	8:00	Moderate	NFPA 1710

Technical Rescue – Low-Risk

Low-risk rescue incidents are those calls for service that are less likely to cause injury or significant property damage. Heartland Fire responds to low-risk technical calls that would include water rescue, single vehicle accident with extrication.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Safety Officer	1
Extrication Team	2
Equipment Operator	2
Apparatus Operator	1
Primary Patient Care & Incident Command	1
Vehicle Operations	1
Effective Response Force:	9

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Squad	2
Supervisor	1
Total Personnel:	9

THREE-AXIS RISK SCORE	
Probability of Occurrence	4
Consequence to Community	2
Impact on Fire Department	2
SCORE:	9.55

BENCHMARK STATEMENTS

For 90% of low-risk technical rescue responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for low-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas

For 90% of all low-risk technical rescue responses within the area of responsibility, the total response time for the arrival on scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes, 20 seconds (10:20).

The effective response force for low-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas
- Rescuing and transporting victims to an appropriate medical facility

Technical Rescue – High Risk

High-risk incidents are those calls that can be mitigated by utilizing expertise and resources. Specialized gear, tools, equipment, or knowledge will be required beyond the scope of a First Responder. Examples of high-risk technical rescue responses include rope rescue, structural collapse, trenches, vehicle extrications with multiple patients or needing multiple extrication points and involving multiple vehicles, and confined space rescues.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Safety Officer	1
Technical Rescue Group Lead	1
Extrication Team #1	2
Extrication Team #1	2
Equipment Operator	3
Apparatus Operator	3
Medical Support & Rehab	2
Effective Response Force:	15

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Suppression Apparatus	3
Suppression Apparatus	3
Aerial Apparatus	3
Supervisor	1
2 nd Supervisor (Mutual Aid)	1
ALS Transport Ambulance (AMR)	2
USAR Team	8
HFR Personnel:	16
Mutual Aid Personnel:	11
Total Incident Personnel:	27

THREE-AXIS RISK SCORE	
Probability of Occurrence	2
Consequence to Community	7
Impact on Fire Department	5
SCORE:	26.93

BENCHMARK STATEMENTS

For 90% of high-risk technical rescue responses, in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for high-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas

For 90% of all high-risk technical rescue responses within the area of responsibility, the total response time for the arrival on scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes, 20 seconds (10:20).

The effective response force for high-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas
- Rescuing and transporting victims to an appropriate medical facility

WATER & SWIFT WATER RESCUE

Heartland Fire & Rescue provides initial water and swift water rescue response. In the City of El Cajon, the concern for water-related incidents stems from a storm drainage canal that traverses through the center of the city. Un-housed occupants often utilize this canal as a place of refuge on normal days. When storms or severe weather occur, the storm drainage canal becomes overfilled, and often the un-housed are unable to evacuate in time. This represents 100% of the water rescue incidents within the City of El Cajon.

Response Performance Goals

Measure	2021 Goal	Sample Risk	Justification
Alarm Handling	1:00	Moderate	NFPA 1710
Turnout Time	1:20	Moderate	NFPA 1710
1 st Unit Travel Time	4:00	Moderate	NFPA 1710
ERF Travel Time	8:00	Moderate	NFPA 1710

Water Rescue – Low-Risk

Low-risk water rescue incidents are those calls for service that are less likely to cause injury or significant property damage. Examples of low-risk technical rescue may include vehicle accidents with entrapment.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Safety Officer	1
Extrication Team	2
Equipment Operator	2
Apparatus Operator	1
Primary Patient Care & Incident Command	1
Vehicle Operations	1
Effective Response Force:	9

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Aerial Apparatus	3
Transport Ambulance	2
Supervisor	1
Total Personnel:	9

THREE-AXIS RISK SCORE	
Probability of Occurrence	4
Consequence to Community	2
Impact on Fire Department	4
SCORE:	13.61

BENCHMARK STATEMENTS

For 90% of low-risk technical rescue responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for low-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas

For 90% of all low-risk technical rescue responses within the area of responsibility, the total response time for the arrival on scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes, 20 seconds (10:20).

The effective response force for low-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas
- Rescuing and transporting victims to an appropriate medical facility

Water Rescue – High-Risk

High-risk water incidents are those calls that can be mitigated by utilizing expertise and resources. Specialized gear, tools, equipment, or knowledge will be required beyond the scope of a First Responder. Examples of high-risk technical rescue responses include rope rescue, structural collapse, trenches, vehicle extrications with multiple patients or needing multiple extrication points and involving multiple vehicles, and confined space rescues.

CRITICAL TASK	REQUIRED STAFF
Incident Command	1
Safety Officer	1
Technical Rescue Group Lead	1
Extrication Team #1	2
Extrication Team #1	2
Equipment Operator	3
Apparatus Operator	3
Medical Support & Rehab	2
Effective Response Force:	15

RESOURCE	MINIMUM STAFFING
Suppression Apparatus	3
Suppression Apparatus	3
Aerial Apparatus	3
Aerial Apparatus	3
Transport Ambulance	2
Supervisor	1
Total Personnel:	15

THREE-AXIS RISK SCORE	
Probability of Occurrence	2
Consequence to Community	7
Impact on Fire Department	7
SCORE:	35.00

BENCHMARK STATEMENTS

For 90% of high-risk technical rescue responses in the area of responsibility, the total response time for the first arriving fire unit, staffed with at least three firefighters, shall be six minutes and twenty seconds (6:20).

The first arriving unit for high-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas

For 90% of all high-risk technical rescue responses within the area of responsibility, the total response time for the arrival on scene of all fire units and personnel necessary to complete a full first-alarm assignment, otherwise referred to as the Effective Response Force (ERF) shall be 10 minutes, 20 seconds (10:20).

The effective response force for high-risk technical rescue responses shall be capable of:

- Conducting a rapid size-up of the emergency scene
- Initiating an incident command system
- Assessing the need for additional resources
- Isolating and controlling access to high-hazard areas
- Rescuing and transporting victims to an appropriate medical facility



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Real Estate Sale Agreement (405 East Lexington Avenue)

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, approving the Real Estate Sale Agreement with Centro de Salud de la Comunidad de San Ysidro, Inc., for the purchase of 405 East Lexington Avenue.

BACKGROUND:

On August 8, 2023, the City Council directed staff to negotiate the purchase of 405 East Lexington Avenue from Centro de Salud de la Comunidad de San Ysidro, Inc. (San Ysidro). Staff culminated negotiation of the purchase and executed a "Letter of Intent for Purchase of 405 East Lexington Avenue, El Cajon, California 92020" on September 21, 2023, which was accepted by San Ysidro (attached).

The Letter of Intent established the general terms of the purchase and established the intent for a Real Estate Sale Agreement to be negotiated and to be presented to each party's respective governing bodies. The Letter of Intent established a purchase price of \$2,507,830.

Since the execution of the Letter of Intent, a Real Estate Sale Agreement has been drafted and is ready for City Council consideration. The purchase price remains the same, the City has a thirty-day due diligence period to inspect the property, and the City has the right to close escrow no later than ten days after the due diligence period. Because Federal American Rescue Plan funds will be used to purchase the building, Federal Acquisition Language Provisions are included in the Real Estate Sale Agreement.

Staff recommends that the City Council consider the resolution approving the accompanying Real Estate Sale Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The acquisition of an existing office building and property that will be used by a business incubator service is exempt from the California Environmental Quality Act (CEQA) in accordance with state CEQA Guidelines section 15301 because this project involves negligible or no expansion of the existing use as an office building.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Letter of Intent to Purchase (405 E. Lexington)

Purchase & Sale Agreement

RESOLUTION NO. ___-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN
CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC. AND
THE CITY OF EL CAJON FOR THE PROPERTY LOCATED AT
405 EAST LEXINGTON AVENUE, EL CAJON, CALIFORNIA

WHEREAS, on August 8, 2023, the City Council of the City of El Cajon (the "City") directed staff to negotiate the purchase of the property located at 405 East Lexington Avenue (the "Property") from Centro de Salud de la Comunidad de San Ysidro, Inc. ("San Ysidro Health"); and

WHEREAS, staff culminated negotiation and executed a "Letter of Intent for Purchase of 405 East Lexington Avenue, El Cajon, California 92020" on September 21, 2023 (the "Letter of Intent"); and

WHEREAS, the Letter of Intent established the general terms of the purchase price of \$2,507,830.00, and the intent for a "Definitive Agreement" for the City's purchase of the Property from San Ysidro Health to be negotiated and presented to each party's respective governing bodies; and

WHEREAS, since the execution of the Letter of Intent, a Purchase and Sale Agreement (the "Agreement") has been drafted, negotiated, and is ready for City Council consideration; and

WHEREAS, the City has a thirty (30) day due diligence period to inspect the Property, and has the right to close escrow no later than ten (10) days after the due diligence period; and

WHEREAS, because Federal American Rescue Plan funds will be used to purchase the building, Federal Acquisition Language Provisions are included in the Agreement; and

WHEREAS, the City Council believes it to be in the City's best interest to enter into the Agreement with San Ysidro Health as recommended by staff to purchase the Property, located at 405 East Lexington Avenue, for a total purchase price of \$2,507,830.00.

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 Agreement is exempt from the California Environmental Quality Act pursuant to section 15301 of CEQA Guidelines, which provides an exemption for the acquisition of an existing office building and property that will be used by a business

incubator service and involves negligible or no expansion of the existing use as an office building.

3. The City Council approves entering into the Agreement with San Ysidro Health for purchase the property located at 405 East Lexington Avenue for a total price of \$2,507,830.00.

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.

12/12/23 CC Agenda

Reso – Approve Purchase & Sale Agmt w-San Ysidro Health – 405 E Lexington 113023



City Manager



September 21, 2023

Mr. Kevin Mattson, President/CEO
Centro de Salud de la Comunidad de
San Ysidro, Inc.
1601 Precision Park Lane
San Diego, CA 92173

Re: Letter of Intent for Purchase of 405 East Lexington Avenue, El Cajon, California 92020

Dear Mr. Mattson:

The City of El Cajon, a California charter city and municipal corporation, its successors and assigns (“Buyer”), is pleased to submit to you this non-binding letter of intent (this “Letter”) for the acquisition of the Property (as defined below) from the undersigned owner thereof (“Seller”). The principal terms of this proposed acquisition (the “Acquisition”) are set forth below:

1. Description of Property

Property Name: n/a
Property Address: 405 East Lexington Avenue, El Cajon, California 92020
(APN 488-242-43) (the “Real Property”)

2. Terms

Purchase Price: \$2,507,830.00¹
Price per Square Foot: \$350.50/Building SF
Financing Contingency: None.
Terms: All Cash.
Deposit: \$100,000 is due two business days from the signing of the Definitive Agreement.

¹ This proposed purchase price reflects the Broker Price Opinion previously obtained by the Seller, less \$50,000 in known building repairs since the Broker Price Opinion was completed.

3. Prorations. The Purchase Price would be subject to customary prorations, including for revenue, rent, expenses (including without limitation, operating expense pass-throughs and utilities), and security deposits.
4. Inclusions. The Acquisition would include the Real Property, and all leases, contracts, permits, plans, records, personal property, and intangible property related to the ownership, use, operation, and maintenance of the Real Property (together with the Real Property, collectively the "Property"), other than those vendor contracts which Buyer requires to be terminated at Closing (as defined below). Notwithstanding the foregoing, all existing management agreements pertaining to the Property would terminate upon Closing.
5. Deposit. Within two business days after execution of the Definitive Agreement, Buyer would deliver the Deposit to a nationally recognized title insurance company (the "Title Company") selected by Buyer, who would serve as both the escrow agent and the title company for the Acquisition. The Deposit (plus interest thereon) would be refundable to Buyer if the Definitive Agreement terminates at or prior to the expiration of the Inspection Period (defined below), and the Deposit would be applied to the Purchase Price if Closing occurs.
6. Title, Survey and Other Seller Deliveries. Buyer would obtain current ALTA title commitment from the Title Company. Seller would, at its sole cost and expense, provide Buyer with a current title commitment from the Title Company. Seller would obtain, at its sole cost and expense, a current as-built ALTA survey of the Real Property certified to Buyer. Seller would deliver to Buyer a list of all contracts relating to the operation and maintenance of the Property, copies of all contracts, studies, plans and records relating to the Real Property, loan documents and all other documents related to such loan obligation, construction documents, and the Due Diligence Materials (as defined in the attached Exhibit A), including without limitation, true, correct, and complete copies of all leases and other agreements which relate to or affect the Property, and schedules of operating income and expenses from Seller's period of ownership, and all other receipts and expenditures and appropriate budgets. Seller also would deliver or make available to Buyer any and all material within its possession or reasonable control which Buyer may reasonably request in order to complete its evaluation and due diligence, including, without limitation, all financial, zoning, architectural, engineering, environmental, leasing, construction, title, survey, legal, and other information.
7. Definitive Agreement. Buyer and Seller shall, for a period of 30 days after the full execution of this Letter, endeavor to negotiate a definitive purchase agreement, (the "Definitive Agreement") with respect to the Acquisition. The Definitive Agreement would be prepared by counsel for Buyer and would contain customary representations, warranties, covenants, and indemnifications. The Definitive Agreement would expressly state that Seller has authority and all required approvals from its partners or its related funds or otherwise to enter into such Definitive Agreement.

8. Inspection Period/Due Diligence. Buyer would have 30 days upon the delivery to Buyer of (i) the receipt all Due Diligence materials and (ii) Execution of the Definitive Agreement, (whichever occurs later) to conduct its due diligence review of the Property (the "Inspection Period"). During the Inspection Period, Seller would allow Buyer or its designees to inspect the Property, including, without limitation, any mechanical, engineering, and environmental investigations and assessments. Such right of investigation shall include the right to review all Property files, including tenant lease files in Seller's possession or reasonable control and to engage in discussions with any governmental agency, as well as any consultants that previously were engaged by Seller with respect to the Property.

9. Closing. The closing of the Acquisition ("Closing") would occur within 10 days after the expiration of Inspection Period. Subject to customary closing conditions to be defined in the Definitive Agreement.

10. <u>Closing Costs.</u>	Responsible Party
Transfer tax/Doc stamps	Local Custom
Loan transfer costs (if applicable)	Local Custom
Recording costs	Local Custom
Title insurance	Local Custom
Escrow fees	Local Custom

All other Closing costs would be paid by Buyer and Seller, respectively, although the Purchase Price would be subject to customary prorations. If it is determined by Buyer, that a change in the ownership or use of the Property, either prior to Closing or subsequent to Closing, may result in the imposition of an additional property tax ("Rollback Taxes"), Seller hereby agrees that Seller shall obtain from all applicable taxing authorities the amount of all Rollback Taxes together with any penalties and interest as of the Closing Date. At Closing, the parties will trigger the requirement for payment of the Rollback Taxes and Seller shall pay all Rollback Taxes applicable to any period prior to and including Closing, together with penalties and interest, in order to satisfy all applicable taxing authorities for the Property.

11. Exclusivity. For a period of 30 days after the full execution of this Letter, Seller shall not, directly or indirectly through any officer, director, employee, stockholder, agent, partner, member, manager, affiliate, or otherwise (a) enter into any agreement, agreement in principle or other commitment (whether or not legally binding) relating to the Acquisition or the purchase of any or all of the Real Property, or any material portion of any of the

- other Property, or a change in control of Seller (each, a “Competing Transaction”), (b) solicit, initiate or encourage the submission of any proposal or offer from any person or entity (including any of its officers, directors, partners, members, managers, employees, or agents) relating to any Competing Transaction, or (c) participate in any discussions or negotiations regarding, furnish to any other person or entity any information with respect to, or otherwise cooperate with, assist, participate in, facilitate, or encourage, any effort or attempt by any person or entity to effect a Competing Transaction. Seller shall notify Buyer promptly if any proposal regarding a Competing Transaction (or any inquiry or contact with any person or entity with respect thereto) is made, and Seller shall advise Buyer of the contents thereof (and, if in written form, provide Buyer with copies thereof).
12. Confidentiality. All of the terms and conditions of this Letter (including the identity of Buyer and the existence of this Letter) are confidential, and Seller shall not disclose such terms and conditions or the existence of this Letter to anyone outside Seller other than to Seller’s legal counsel and other agents and representatives who need to know such information in connection with the Acquisition. Buyer may disclose this Letter’s terms and conditions and the existence of this Letter to its affiliates and its legal counsel and other agents and representatives, including prospective partners and lenders, and as may be required by California law (e.g., the California Public Records Act, Government Code §§ 7920.00 *et seq.*). Subject to the requirements of applicable law, neither Seller nor Buyer shall make any news releases or any public disclosure with respect to the Acquisition without the prior written consent of the other party, which consent may not be unreasonably withheld; provided, however, that Buyer shall be permitted to make any disclosure required by law.
13. Broker’s Fees. The parties hereto represent that there shall be no brokerage fees paid in connection with or for the Acquisition.
14. Professional Advisor Fees and Expenses. Buyer, on the one hand, and Seller, on the other hand, shall be solely responsible for any professional, broker or finder’s fees and expenses to which they may have separately agreed, including fees and expenses of their own legal counsel and accountants, with respect to the Acquisition.
15. Binding Effect. Sections 10 (but only with respect to Seller’s obligation to pay any Rollback Taxes), 11, 12, 13, 14, and 15 of this Letter are the only sections of this Letter which constitute a binding agreement among the parties. The other sections of this Letter are not intended to create any legally binding obligations, express or implied, and in no way constitute any form of enforceable agreement, promise or commitment with respect to the Acquisition. No party shall have a duty to negotiate, express or implied, or any duty, express or implied, to reach or conclude any legally binding obligation or Purchase Agreement. It is understood and agreed that Buyer may elect to terminate negotiations at any time prior to execution of the Definitive Agreement for any reason whatsoever. No party shall be bound to the Acquisition until each party has executed a mutually acceptable Definitive Agreement with respect thereto. This Letter is intended to reflect the current

intent of the parties and replaces and supersedes any prior agreements, letters, or negotiations, whether oral or written.

16. Governing Law. The laws of the State in which the Property is located will govern this transaction.

Buyer is very interested in pursuing the Acquisition, subject to its execution of the Definitive Agreement and completion of its due diligence to its satisfaction pursuant to the terms contained within the Definitive Agreement. Please evidence your agreement with the foregoing by executing this Letter in the space provided below and returning it to me by fax or email by 5:00 p.m. Pacific Time within 7 days after receipt of this Letter, otherwise this Letter will automatically expire and be of no further force or effect. We look forward to working with you toward the successful completion of an Acquisition.

Very truly yours,

City of El Cajon, a California charter city
and municipal corporation

By: 

Name: Graham Mitchell

Title: City Manager

ACCEPTED AND AGREED TO:

SELLER*:

By: 

Name: KEVIN MATTSON

Its: PRESIDENT & CEO

*The individual executing this Letter on behalf of Seller represents that he or she has the authority to do so and to bind Seller to the binding provisions of this Letter.

EXHIBIT A

**DUE DILIGENCE MATERIALS
(IF AVAILABLE)**

- Existing Title Policy
- CC&R's/REA's, if applicable
- Existing ALTA Survey
- Engineering/Property Condition Reports
- Geotechnical/Soils Report
- Seismic Report, if applicable
- Existing Environmental Report(s) - Phase I, Phase II, etc.
- As-Built Drawings (Hard copy & electronic), Architectural Drawings (Hard copy & electronic)
- Mechanical, Electrical, Plumbing, Sprinkler/Fire Protection Drawings and Specifications
- Governmental Permits, Notices, Reports, Citations, Compliance/Non-Compliance & Correspondence, Documents from any Governmental authority pertaining to the property
- Recent Inspection Reports (fire department, building inspections, zoning, if applicable)
- Current Year Tax Valuation, Tax Bills (previous two years), History of Tax Protests, if any (including original and final valuations), Pending Tax Protests, if any
- Seller's Issuance of Insurance Claims or Letter Stating None
- Existing Financing, Lender Closing Binder (loan docs, closing statements, opinions, UCC searches, etc.), Lender Approval Letters (if applicable), Approved Lender Budgets (Original & YTD & variance details)
- Amortization Schedule
- Cash Management Account Statements
- Construction Documents
- Executed GC Contract, Amendments, Exclusions
- AIA Contactors Qualification Statement & Financials
- Architectural Agreement
- Architectural Qualification/Resume
- Approvals, Site Plan, Zoning, Development and Other Agency (Historical, Traffic, etc.)
- Permits (grading, foundation, building, etc.)

REAL ESTATE SALE AGREEMENT

by and between

Centro de Salud de la Comunidad de San Ysidro, Inc.,

a California nonprofit public benefit corporation,

as Seller

and

City of El Cajon,

a California charter city and municipal corporation, its assignee or nominee,

as Purchaser

December __, 2023

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of December ____, 2023 (“**Effective Date**”) by and between Centro de Salud de la Comunidad de San Ysidro, Inc., a California nonprofit public benefit corporation (the “**Seller**”) and the City of El Cajon, a California charter city and municipal corporation, its successors and assigns (the “**Purchaser**”).

PRELIMINARY STATEMENTS

A. Seller is the fee simple owner of the real estate and related assets hereinafter described; and

B. Seller desires to sell, and Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Premises.**

The real estate which is the subject of this Agreement is legally described on **Exhibit A** attached hereto, and is located at 405 East Lexington Avenue, California 92020, together with all rights, benefits, privileges, easements, rights of way, and other appurtenances to such land; all air and subsurface rights and other rights, if any, pertaining thereto including without limitation, all oil, gas and mineral rights of Seller, if any, in and to such land; and all of Seller’s rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the “**Premises**”).

2. **Personal Property, Service Contracts and Leases.**

The “**Personal Property**” referred to herein shall consist of all right, title, and interest of Seller, if any, in all tangible and intangible personal property and any and all existing drawings, designs, plans, specifications, licenses and permits held by Seller and not constituting part of the Premises, located on and used in connection with the construction, operation, use or occupancy of the Premises.

3. **Sale/Conveyance and Assignment.**

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth (a) the Premises, and (b) the Personal Property, (a and b collectively, the “**Property**”).

4. **Transfer of Title.**

(a) Title to the Premises shall be conveyed to Purchaser by a grant deed (the “**Deed**”) executed by Seller, in the form attached hereto as **Exhibit B.**

(b) The Personal Property shall be conveyed to Purchaser by a bill of sale (the “**Bill of Sale**”) executed by Seller, in the form attached hereto as **Exhibit C**.

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be Two Million Five Hundred Seven Thousand Eight Hundred Thirty and No/100 Dollars (\$2,507,830.00) (the “**Purchase Price**”) payable by Purchaser to Seller as follows:

(a) Within two (2) business days after the Effective Date, Purchaser shall deposit into a strict joint order escrow trust (the “**Escrow**”) established with Oak Tree Escrows, Inc. (“**Escrow Agent**”) as agent of Chicago Title (the “**Title Insurer**”) as earnest money hereunder, the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “**Initial Deposit**”).

(b) If Purchaser does not exercise its right to terminate this Agreement on or before the expiration of the Due Diligence Period (as defined below), as it may be extended, then on or before the last day of Due Diligence Period, and as a condition to Seller’s continuing obligations hereunder, the Initial Deposit shall be designated the “**Earnest Money.**” At the closing of the transactions contemplated by this Agreement (the “**Closing**”), which shall occur on the Closing Date, Purchaser shall receive a credit against the Purchase Price for the Earnest Money.

(c) The Purchase Price, less a credit for the Earnest Money, and plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds on the Closing Date (as defined below).

(d) Concurrently with Purchaser’s execution of this Agreement, Purchaser shall deliver to Seller, by means of a wire transfer, the sum of \$100.00 as independent consideration for Seller’s performance under this Agreement (the “**Independent Consideration**”), which shall be retained by Seller in all instances. This Independent Consideration is nonrefundable under all circumstances and will not be applied to the Purchase Price at Closing. Purchaser and Seller expressly acknowledge and agree that: (a) the Independent Consideration, plus Purchaser’s agreement to pay the costs to be paid by Purchaser as provided in this Agreement, has been bargained for as consideration for Seller’s execution and delivery of this Agreement and for Purchaser’s review, inspection and termination rights during the Due Diligence Period, and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

6. **Representations and Covenants.**

(a) **Seller’s Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) **Organization and Authority.** The Seller is a California nonprofit public benefit corporation, duly organized and is validly existing under the laws of the State of California. Seller has the full right and authority to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers

and assignments contemplated herein and has obtained all consents (if any) required therefor. The persons signing this Agreement on behalf of Seller are authorized to do so. This Agreement and all of the documents to be delivered by Seller at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(2) Conflicts. To Seller's Knowledge, there is no agreement to which Seller is a party or binding on Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

(3) Documents and Records. Within four (4) business days after the opening of escrow, Seller will provide to Purchaser true, correct and complete copies of the items scheduled in **Schedule 6(a)(3)** attached hereto (all of the foregoing collectively the "**Property Information**") including, without limitation, the most recent survey of the Property in Seller's possession or control, if any (the "**Survey**").

(4) Litigation. There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against either Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(5) Leases. Except for, the Chaldean Community Council, there are no leases, licenses, occupancy or use, or other rental agreements to which Seller is a party or is bound affecting any portion of the Premises as of the Effective Date, which will be in force on the Closing Date.

(6) Property Management Agreement. There is no Property Management Agreement with any third-party governing the management and/or control of the Property.

(7) Service Contracts. There are no service contracts to which Seller is a party or is bound affecting any portion of the Premises as of the Effective Date, which will be in force on the Closing Date.

(8) Notice of Violations. Seller has received no written notice that either the Property or the use thereof violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice. In addition, this Purchase and Sale Agreement incorporates Federal Acquisition Regulations ("FAR") provisions as prescribed in FAR section 52.107(b), set out in that certain document entitled "Federal Acquisition Language Provisions - FAR section 107(b)" attached hereto as **Exhibit F** (Federal Acquisition Language Provisions) and incorporated herein as if fully set forth.

(9) Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There are no pending or, to Seller's Knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental or quasi-governmental authority, of zoning, building, fire or health code violations in respect to the Property.

(12) Environmental. To Seller's Knowledge, there are no violations of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 et seq. and any amendments thereto and regulations thereunder, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq. and any amendments thereto and regulations thereunder, Section 311 of the Federal Water Pollution Control Act, California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control law), California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); California Health and Safety Code, Division 20, Chapter 6.05, California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); Article 11 of Title 22 of the California Code, Division 1, Chapter 20; the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. § 1321), California Environmental Quality Act, the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), and the Safe Water Drinking Act (42 U.S.C. §300(f) et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986, as amended, including, without limitation, the chemical known to cause cancer or reproductive toxicity as published therein, and all other applicable federal, state, county, municipal, administrative or other ordinances, rules, regulations, judgments, orders and requirements of any governmental authority relating to public health, the environment, or Hazardous Materials (as defined below), all as in effect on the Effective Date, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(13) ERISA. Seller is not (i) an "employee benefit plan" (within the meaning of section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to the provisions of Title I of ERISA, (ii) a "plan" that is subject to the prohibited transaction provisions of section 4975 of the Internal Revenue Code of 1986 (the "**Code**") or (iii) an entity whose assets are treated as "plan assets" under ERISA by reason of an employee benefit plan or plan's investment in such entity.

(14) OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(i) Neither Seller nor any beneficial owner of Seller:

(A) is listed on one or more of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

(B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

(ii) Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is intended to survive the termination of this Agreement.

(15) Ownership of the Property. Seller owns indefeasible fee simple title to the Property. Seller is the sole owner of the entire landlord’s interest in the Leases. The Property constitutes, or shall at Closing constitute, a single tax parcels for purposes of ad valorem taxation. The parcel is designated as APN 488-242-43. Seller has not executed any document with or for the benefit of any governmental or quasi-governmental authority

restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Property is located.

(16) Legally Subdivided Lot. As of Closing, the Property shall be a legally subdivided lot or shall otherwise be in a condition to be legally conveyed to Purchaser in compliance with all applicable laws, acts, ordinances and any other legal requirements governing the conveyance, platting and subdivision of land.

For purposes of this Section 6(a), the term “**Seller’s Knowledge**” means the actual knowledge of the President & CEO; Vice President and Chief Financial Officer; Sr. Vice President of Facility Development & Management; the Director of Contracts; and any other officers or directors of the Seller, who are the persons who are the most knowledgeable about the Property.

(b) Purchaser’s Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that Purchaser has been duly organized and is validly existing as a charter city and municipal corporation organized pursuant to the Constitution and laws of the State of California. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of Seller’s representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether Purchaser becomes aware of such fact through Seller’s notification or otherwise, then Purchaser may, at Purchaser’s option, exercised by written notice to Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to Purchaser and Seller shall have no further liability or obligation hereunder by reason thereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of Seller hereunder results from the willful and intentional act of Seller, Purchaser shall also have the rights and remedies available to Purchaser under Section 18(b) of this Agreement upon a default by Seller of its obligations under this Agreement.

(d) Covenants of Seller. Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:

(1) Seller agrees that it will not enter into any leases, licenses, occupancy or use, and rental agreements between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Premises prior to the Closing without the prior written consent of Purchaser in each instance.

(2) Seller will timely pay and perform its obligations under the Service Contracts.

(3) Seller will not enter into any contract or agreement that will be an obligation affecting the Property subsequent to the Closing Date except for contracts entered into in the ordinary course of business that are terminable without cause and without payment of a fee or penalty on not more than 30-days' notice.

(4) Seller will not remove or cause or permit the removal of any Personal Property from the Premises except as may be necessary for repair or replacement, and in the event of such replacement, the replacement shall be of a quality that is equal to or better than the Property being removed when new.

(5) Seller will continue to operate and maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(6) Seller will maintain casualty and liability insurance of a level and type consistent with the insurance maintained by Seller prior to the execution of this Agreement with respect to the Property.

(7) Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment.

(8) Seller agrees to effectively terminate (and give written notices of such termination to all of the other parties thereto), effective as of Closing, any of the Service Contracts that Purchaser, pursuant to written notice to Seller prior to the expiration of the Due Diligence Period, requests Seller to terminate. Seller agrees that it will not amend or terminate any Service Contracts (if any) prior to the Closing Date without the prior written consent of Purchaser in each instance.

(9) Seller shall give immediate notice to Purchaser in the event Seller receives notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain or other applicable legal proceeding; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements, or insurance requirements, affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement or any other

correspondence or notice received by Seller which has or has the potential to have an adverse effect on the Property.

(10) Purchaser shall have the ability to submit applications, documents, forms, etc. as required during pursuit of all requisite entitlements and approvals, including planning and zoning consents, building permits, onsite/offsite utility coordination, etc. In addition, as required, Seller agrees to cooperate and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental or quasi-governmental agencies, utility companies and authorities having jurisdiction. Purchaser shall, at all times, indemnify, defend, and hold the Seller harmless from any fees, charges, liability, and claims arising out of such activities. Such indemnification includes, but is not limited to, any lawsuits or other claims related to Purchaser's intended development of the Property under the California Environmental Quality Act ("**CEQA**"), all costs and expenses of Purchaser's legal counsel, consultants, engineers, architects, and representatives.

(11) Seller may be required to disclose if a portion of the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Government Code Section 8589.3); (ii) an area of potential flooding (California Government Code section 8589.4); (iii) a high fire hazard severity zone (California Government Code section 51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards (California Public Resources Code section 4136); (v) an earthquake fault or special studies zone (California Public Resources Code section 2621.9); or (vi) a seismic hazard zone (California Public Resources Code section 2694). Pursuant to California Government Code sections 8589.3, 8589.4, 51183.5 and 8589.5, and California Public Resources Code sections 2621.9, 2694 and 4136, Seller hereby instructs Title Insurer, at Seller's cost and expense, if any, to order a report from a natural hazards consultant ("**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations with respect to the natural hazards referred to above and to report the results of its examination to Purchaser and Seller in writing.

7. **Due Diligence Period.**

(a) Purchaser shall have a period beginning on the date escrow is opened and ending at 11:59 p.m., local time where the Premises is located, on the date that is thirty (30) days from the opening of escrow (the "**Due Diligence Period**"), to examine, inspect, and investigate the Property and, in Purchaser's sole discretion, to determine whether Purchaser wishes to proceed to purchase the Property.

(b) Purchaser may terminate this Agreement for any reason or for no reason by giving written notice of such termination to Seller on or before the last day of the Due Diligence Period. If this Agreement is terminated pursuant to this **Section 7**, the Earnest Money shall be immediately returned to Purchaser, and neither party shall have any further liability or obligation

to the other under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

(c) Notwithstanding anything contained herein to the contrary, in the event that by reason of one or more “FM Delay Events” (as defined below), (i) Purchaser is not able to perform, conduct or complete any portion of its due diligence investigations with respect to the Property, including, without limitation, performing, conducting or completing any of the tests with respect to the Property described in **Section 7(d)** or obtaining any of the Title Documents or an update of the Survey described in **Section 13**, prior to the expiration of the Due Diligence Period, or (ii) Purchaser is not able to perform Purchaser’s obligations for Closing, then upon Purchaser’s written notice to Seller given on or prior to the expiration of the Due Diligence Period, or the Closing, as applicable, one or all of the Due Diligence Period, and the Closing, as applicable, shall be extended for such period of time as may be reasonably necessary to permit one or more of the following: Purchaser to complete its due diligence investigations and tests of the Property, or Purchaser to perform its obligations for Closing following the cessation of the applicable FM Delay Event. For purposes herein, an “**FM Delay Event**” means unreasonable travel restrictions, cessation or suspension of services (including, without limitation, services rendered by a recording office, title company or delivery service) effective on the date Closing, only, policies, rules, regulations or laws implemented by any governmental or quasi-governmental authority, or the halting of commerce or the transaction of business regionally, nationally or within the banking industry, in each case as a result of any actual or threatened health emergency, epidemic, pandemic, quarantine, or other health risk, including, without limitation, health risks declared or recognized by the Centers for Disease Control, the World Health Organization, or any public health department, or other force majeure event, and which event causes delay for Purchaser. For the avoidance of doubt, it is expressly agreed by Seller and Purchaser that the “COVID-19” virus exists as of the Effective Date and any delays, directly or indirectly, caused by such virus, or any epidemic or pandemic caused thereby now or in the future may be a valid reason for Purchaser claiming the occurrence of an FM Delay Event and the knowledge of the existence of such virus shall not prevent Purchaser from making a claim that an FM Delay Event has occurred or is ongoing and has caused delays in accordance with this Section.

(d) Seller hereby grants to Purchaser, during the Due Diligence Period and through the Closing, a reasonable right of entry and access to the Property for the purpose of conducting, surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by Purchaser. Purchaser shall give Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Premises to perform inspections or tests, and in the case of tests (i) Purchaser shall specify to Seller the precise nature of the test to be performed, and (ii) Seller may require, as a condition precedent to Purchaser’s right to perform any such test, that Purchaser deliver Seller evidence of public liability and other appropriate. Such examination of the physical condition of the Property may include an examination for the presence or absence of Hazardous Materials (hereinafter defined), which shall be performed or arranged by Purchaser at Purchaser’s sole expense. As used in this Agreement, the term “**Hazardous Materials**” means asbestos, petroleum, petroleum derived products, radon gas, lead based paint, asbestos or asbestos containing materials, polychlorinated biphenyl and any other substances, chemicals, wastes, or materials defined as a hazardous

substance, hazardous waste, hazardous constituents, toxic pollutants, toxic substances, or solid waste or is otherwise regulated because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity in (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., and any amendments thereto and regulations thereunder, (b) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and any amendments thereto and regulations thereunder, (c) section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321), (d) California Health and Safety Code section 25117 or 25316, (e) the Safe Drinking Water and Toxic Enforcement Act of 1986, as amended, including, without limitation, the chemical known to cause cancer or reproductive toxicity as published therein, and (f) any other federal, state or local statute or regulation, including, without limitation, in the regulations adopted and publications promulgated under each of the aforesaid laws. Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of Seller and its officers, directors members, managers, employees, and agents (each, a “**Seller Related Party**”) harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys’ fees and court costs) arising from physical damage to the Premises and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by Purchaser, its agents, employees or representatives (provided that Purchaser shall not be responsible for the discovery of any pre-existing conditions on the Property). If any inspection or test damages the Property and Purchaser does not acquire the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic or email notice to Seller (with it being agreed that no other form of notice is required), examine and make copies of all books and records and other materials relating to the condition of the Property in Seller’s possession at the location where such records are maintained. Any information provided to or obtained by Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement.

8. **As Is Sale.**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), PURCHASER UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL TRANSFER AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT CLOSING (“CLOSING DOCUMENTS”).

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS

OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS.

9. **Survival of Representations After Closing.**

(a) All representations and warranties of Seller herein shall survive the Closing for a period of one (1) year (the “**Limitation Period**”).

(b) Purchaser shall provide written notice to Seller of any breach of any of Seller’s warranties or representations of which Purchaser acquires knowledge, through any means, at any time after the Closing Date but prior to the expiration of the Limitation Period, and shall allow Seller thirty (30) days from the date of such Purchaser’s notice to Seller within which to cure such breach, or, if such breach is susceptible of cure but cannot reasonably be cured within thirty (30) days, an additional reasonable time period required to effect such cure so long as such cure has been commenced within such thirty (30) days and diligently pursued but in no event more than ninety (90) days from the date of such Purchaser’s notice to Seller. If Seller fails to cure such breach after written notice and within such cure period (as extended), Purchaser’s sole remedy shall be an action at law for damages as a consequence thereof, which must be commenced, if at all, within six (6) months after the expiration of the Limitation Period.

10. **Closing.**

(a) The Closing shall be accomplished through the escrow referred to in **Section 10(b)** below, and shall take place on the date (the “**Closing Date**”) that is selected by Purchaser by written notice to Seller, which date shall be no later than the earlier of (i) ten (10) days after expiration of the Due Diligence Period, or (ii) ten (10) days after the cessation of an applicable FM Delay Event, provided that all conditions precedent to the Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same. Notwithstanding the foregoing, in the event Purchaser has not received approval of an appropriation of funds for the acquisition of the Property Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the Closing Date for up to ten (10) days by providing Seller with written notice of such election to extend on or prior to the Closing Date.

(b) On or prior to the date set for Closing under this Agreement, the parties shall establish a customary deed and money escrow with Title Insurer. Counsel for the respective parties are hereby authorized to execute the escrow trust instructions as well as any amendments thereto on behalf of their respective clients.

11. **Conditions to Purchaser’s Obligation to Close.**

(a) Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by Purchaser:

(1) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(2) Seller shall be prepared to deliver or cause to be delivered to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to **Section 14** and **Section 16** or any other provision of this Agreement;

(3) [Intentionally Deleted]

(4) Seller shall have performed all of its obligations required to be performed hereunder on or before Closing;

(5) [Intentionally Deleted]

(6) Title Insurer shall have committed to issue a title policy satisfying the requirements of **Section 13** hereof;

(7) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller that would materially and adversely affect Seller's ability to perform its obligations under this Agreement;

(8) [Intentionally Deleted];

(9) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property, which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, Purchaser shall have the rights and remedies under **Section 18(b)** hereof;

(10) The representations and warranties made on the Effective Date and remade on and as of the Closing Date by Seller in this Agreement shall be true, correct, and complete in all material respects; and

(11) Seller shall be in good standing and it and the Property are in full compliance with all loan covenants, construction agreements and building and zoning codes and the Property shall be free of all liens, with the exception of the mortgage lien, which shall be paid from the proceeds at Closing.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 18(b)** hereof, Purchaser may elect, upon notice to Seller, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to Purchaser and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision

of this Agreement that is expressly intended to survive the termination of this Agreement, or (2) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to Seller's Obligation to Close.**

(a) Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by Seller:

(1) Purchaser shall be prepared to pay to Seller the Purchase Price and all other amounts to be paid to it at Closing pursuant to the provisions of this Agreement;

(2) Purchaser shall be prepared to deliver to Seller all instruments and documents to be delivered to Seller at the Closing pursuant to **Section 15** and **Section 16** or any other provision of this Agreement; and

(3) This Agreement shall not have been previously terminated pursuant to any other provision hereof for reasons other than Seller's breach or default, Purchaser's termination during due diligence (including without limitation due to title and survey objection), or by the mutual agreement of the parties.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 18(a)** hereof, Seller may elect, upon notice to Purchaser, to terminate this Agreement, in which event the Earnest Money shall be immediately released to Seller in the event that the conditions set forth in either **Section 12(a)(1)** or **Section 12(a)(2)** are not satisfied (in the event that the condition set forth in **Section 12(a)(3)** is not satisfied the Earnest Money shall be disbursed in accordance with the Section pursuant to which such termination occurred) and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

13. **Title Insurance.**

(a) Within fifteen (15) days after the Effective Date, Seller, at Seller's sole cost and expense, shall obtain (or cause Title Insurer to deliver to Purchaser) a commitment for the Title Policy described in **Section 13(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser. Purchaser may order an updated ALTA survey at Purchaser's sole cost and expense (the "**Updated Survey**"). The Due Diligence Period shall be extended for each day in which Seller does not deliver the Title Commitment as required under this **Section 13(a)**, but not to include the period of time for Purchaser to obtain the Updated Survey.

(b) Purchaser shall have a period of thirty (30) days after receipt by Purchaser of the latest Updated Survey, if any (provided that, if Purchaser does not initiate the order for the Updated Survey within ten (10) days after the Effective Date, the delivery of the Updated Survey shall be excluded from the computations of time set forth in this **Section 13(b)**), the Title

Commitment and the Title Documents (“**Title Review Period**”) in which to review the Title Commitment, the Title Documents, the Updated Survey, if any, and the Survey and notify Seller in writing, at Purchaser’s election, of such objections as Purchaser may reasonably have to any matters contained therein (“**Purchaser’s Objection Notice**”; any of said objections listed on Purchaser’s Objection Notice are deemed the “**Objectionable Exceptions**”). If Seller does not notify Purchaser in writing within five (5) business days after receiving Purchaser’s Objection Notice, Seller shall conclusively be deemed to have agreed to remove all said Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser in writing within five (5) business days after receipt of Purchaser’s Objection Notice that it has elected not to cure one or more of said Objectionable Exceptions (“**Seller’s Notice**”) (subject to Seller’s obligation to remove or cure those items referenced in **Section 13(f)(4) and (5)** below) (and if necessary, such Due Diligence Period and Title Review Period shall be extended to compensate for such timeframe), Purchaser shall have the right to either (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller’s Notice, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute “**Permitted Encumbrances**”. Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment, which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which, one or more of the following: (i) renders title to the Premises unmarketable, (ii) would materially and adversely affect Purchaser’s contemplated use(s) of the Premises, or (iii) may increase the costs to complete any project that Purchaser desires to construct on the Premises by more than One Hundred Thousand Dollars (\$100,000) in the aggregate, each as determined in Purchaser’s reasonable discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller prior to Closing and: (x) any such notice shall be treated as a Purchaser’s Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectionable Exceptions, and (z) Seller shall have until the earlier to occur of: (1) the time period provided under **Section 13(b)**, or (2) the Closing, to respond to such Purchaser’s Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) Seller, at its sole expense, shall cause to be delivered to Purchaser at Closing an owner’s title insurance policy with extended coverage (the “**Title Policy**”) issued by Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner’s Policy, Standard Form B, 2006 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain any endorsements requested by Purchaser; provided that, Purchaser shall satisfy itself as to the availability of any such endorsements prior to the expiration of the Due Diligence Period. The costs of any such endorsements shall be paid for by Purchaser unless otherwise provided herein.

(d) Prior to the expiration of the Title Review Period, Purchaser shall review title to the Premises as disclosed by the Title Commitment and the Updated Survey, and satisfy itself as to the availability from Title Insurer of all requested endorsements to such Title Policy.

(e) Seller shall have no obligation to remove or cure title objections, except for (1) liens of an ascertainable amount, which liens Seller shall cause to be released at the Closing or affirmatively insured over by Title Insurer with Purchaser's approval, (2) any exceptions or encumbrances to title, which are created by Seller after the Effective Date without Purchaser's written consent, and (3) any exceptions or encumbrances which Seller agreed in writing to remove or cure pursuant to **Section 13**. In addition, Seller and Purchaser shall provide Title Insurer with all affidavits, ALTA statements or personal undertakings (collectively, the "**Owner's Affidavit**"), in form and substance reasonably acceptable to Title Insurer, that will permit Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "GAP" exceptions and otherwise issue the Title Policy.

(f) "**Permitted Exceptions**" shall mean: (1) any exception arising out of an act of Purchaser or its representatives, agents, employees or independent contractors; (2) zoning and subdivision ordinances and regulations; (3) Permitted Encumbrances, as described in **Section 13(b)** above; (4) rights of tenants under the Leases, as tenants, licensees, occupants, users or other grantees of the Premises only; (5) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which Seller (with the consent of Purchaser) elects to have removed or insured over by Title Insurer by the payment of money and which are removed or insured over at or prior to Closing; and (6) real estate taxes and assessments not yet due and payable.

14. **Documents and Other Deliverables to be Delivered to Purchaser at Closing.**

At or prior to Closing (as required by the Title Insurer and/or Escrow Agent), Seller shall deliver or cause to be delivered to Purchaser each of the following instruments and documents:

(a) Deed. The Deed, in the form attached hereto as **Exhibit B**.

(b) Bill of Sale. The Bill of Sale covering the Personal Property, in the form attached hereto as **Exhibit C**.

(c) The Title Policy. The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing, Title Insurer issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.

(d) [Intentionally Deleted]

(e) Transfer Tax Declarations. Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county, and city on the transaction contemplated hereby.

(f) FIRPTA. A certificate of non-foreign tax status which satisfies the requirements of section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”) in the form attached hereto as **Exhibit D** and a California Form 593, both duly executed by Seller’s authorized signatory (the “**Non-Foreign Tax Status Certificate**”).

(g) Owner’s Affidavit. The Owner’s Affidavit referred to in **Section 13(e)** above.

(h) Surveys, Plans, Permits and Specifications. All existing surveys, blueprints, drawings, designs, plans and specifications, permits, and operating manuals for or with respect to the Premises or any part thereof to the extent the same are in Seller’s possession or control.

(i) Keys. All keys to the improvements, to the extent the same are in Seller’s possession or control.

(j) [Intentionally Deleted]

(k) [Intentionally Deleted]

(l) Certificate. A certificate of Seller dated as of the Closing Date certifying that the representations and warranties of Seller set forth in **Section 6(a)** of this Agreement as applicable remain true and correct in all material respects as of the Closing Date.

(m) [Intentionally Deleted]

(n) [Intentionally Deleted]

(o) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

(p) Assignment and Assumption of Intangibles. An Assignment and Assumption of Intangibles, in the form attached hereto as **Exhibit E** (“**Assignment of Intangibles**”); provided that, to the extent that any consents or other approvals of any kind are required from any third parties prior to the assignment or transfer of any of the “Intangibles” defined in the Assignment of Intangibles, Seller shall obtain, at its cost and expense, any such consents and approvals, with written evidence of such consent or approvals, in form and substance reasonably acceptable to Purchaser, being delivered to Purchaser at Closing.

15. **Documents to be Delivered to Seller at Closing.**

At or prior to Closing (as required by the Title Insurer and/or Escrow Agent), Purchaser shall deliver or cause to be delivered to Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 5** hereof, subject to adjustment and proration as provided in **Section 17** below.

(b) Preliminary Change in Ownership Report. A Preliminary Change in Ownership Report, executed by Purchaser.

(c) [Intentionally Deleted]

(d) Certificate. A certificate of Purchaser dated as of the Closing Date certifying that the representations and warranties of Purchaser set forth in **Section 6(b)** of this Agreement as applicable remain true and correct in all material respects as of the Closing Date.

(e) Assignment of Intangibles. A counterpart of the Assignment of Intangibles, in the form attached hereto as **Exhibit E**.

(f) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Documents to be Delivered by Seller and Purchaser at Closing**.

At or prior to Closing (as required by the Title Insurer and/or Escrow Agent), Purchaser and Seller shall deliver or cause to be delivered each of the following instruments and documents:

(a) Escrow Instructions. Escrow instructions as described in **Section 10(b)**.

(b) Settlement Statement. A fully executed settlement statement.

17. **Prorations and Adjustments**. The following prorations and adjustments shall be made between Seller and Purchaser as credits or additions, as applicable, against the Purchase Price. All prorations shall be made as of 11:59 p.m. on the date prior to the Closing Date on the basis of the number of days in the month of Closing. The parties agree that the Closing Date shall be an income and expense day for Purchaser. To the extent any prorations or adjustments cannot be made at the Closing, or to the extent there are to be re-prorations, the same shall be adjusted and completed after the Closing as and when complete information becomes available. The terms and provisions of this **Section 17** shall survive the Closing.

(a) **Real Estate and Personal Property Taxes and Assessments**. Real estate and personal property taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of 110% of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable

to the period from and after the Closing Date. All prorations pursuant to this **Section 17(a)** shall be final.

(b) **Utilities.** All utilities shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Premises.

(c) **Owner Deposits.** Seller shall be entitled to the return of all bonds, deposits, letters of credit, set aside letters or other similar items, if any, that are outstanding with respect to the Property that have been provided by Seller or any of its affiliates, agents or investment advisors to any governmental agency, public utility, or similar entity (collectively, "**Owner Deposits**"). Purchaser shall replace such Owner Deposits with respect to the Property. To the extent that any funds are released as a result of the termination of any Owner Deposits for which Seller did not receive a credit, such funds shall be delivered to Seller promptly upon their receipt.

18. **Default; Termination.**

(a) IF PURCHASER DEFAULTS IN ANY MATERIAL RESPECT HEREUNDER WHICH IS NOT CURED WITHIN SEVEN (7) BUSINESS DAYS AFTER SELLER DELIVERS WRITTEN NOTICE TO PURCHASER OF SUCH DEFAULT(S), SELLER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER, WHEREUPON THE EARNEST MONEY (OR THE PORTION THEREOF WHICH HAS BEEN DEPOSITED BY PURCHASER WITH TITLE INSURER) DEPOSITED BY PURCHASER PRIOR TO SUCH DEFAULT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY, AND NEITHER PARTY SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO THE OTHER, INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO INCUR ANY ADDITIONAL COSTS OR EXPENSES CONTEMPLATED UNDER THIS AGREEMENT, EXCEPT FOR THE INDEMNITY PROVISIONS SET FORTH IN **SECTIONS 6(D)(10), 20, AND 22(P)** OF THIS AGREEMENT AND ANY OTHER PROVISION OF THIS AGREEMENT THAT IS EXPRESSLY INTENDED TO SURVIVE THE TERMINATION OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT ARE UNCERTAIN IN AMOUNT AND IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN THE AMOUNT OF DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER'S DEFAULT HEREUNDER. BASED ON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, SAID AMOUNT OF LIQUIDATED DAMAGES IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY SELLER AS AGREED AND LIQUIDATED DAMAGES FOR PURCHASER'S DEFAULT UNDER THIS CONTRACT. RETENTION BY SELLER OF THE EARNEST MONEY DEPOSIT UPON PURCHASER'S DEFAULT HEREUNDER IS REASONABLE AND DOES NOT CONSTITUTE A PENALTY OR FORFEITURE WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER MAY NOT EXERCISE ITS SOLE REMEDY IF SELLER IS IN DEFAULT IN ANY MATERIAL RESPECT UNDER THIS AGREEMENT.

SELLER'S INITIALS

PURCHASER'S INITIALS

(b) If Seller defaults in any material respect hereunder, Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's actual costs incurred in connection with this Agreement including, without limitation, any and all costs related to Purchaser's due diligence on the Property, reasonable attorneys' fees in reviewing and negotiating this Agreement and preparing for Closing, and the costs,), and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to Purchaser (for example, but not in limitation, because Seller's default arose under the last sentence of **Section 6(c)** or Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against Seller for actual contract damages.

Purchaser may not exercise its remedies hereunder if Purchaser is in default in any material respect under this Agreement. Both parties hereby waive any claims against the other party for damages to its business or for any indirect, special or consequential damages related to the other party's default and breach, which results in termination; the parties hereby agreeing that the remedies otherwise included in this Agreement, including the right of specific performance, or the right of liquidated damages or reimbursement as set forth in this **Section 18(a) and (b)(1)** are the only remedies available to the non-defaulting party, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the extended coverage Title Policy (other than the costs of the endorsements to such Title Policy other than extended coverage), all transfer taxes, one-half (1/2) of the escrow fee, shall be borne and paid by Seller.

(b) The costs of the endorsements to the Title Policy, one-half (1/2) of the escrow fee and all recording fees respecting the Deed, and all costs of updating or obtaining the Updated Survey, shall be borne and paid by Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

Seller represents to Purchaser, and Purchaser represents to Seller, that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. Except as expressly set forth above, if any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Destruction of Improvements and Condemnation.**

(a) If, prior to Closing, (i) any of the improvements on the Premises are damaged or destroyed such that the cost of repair or replacement of such improvements is reasonably likely to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) ("**Material Damage**"), or (ii) any condemnation proceeding is commenced or threatened in writing by a governmental or quasi-governmental agency with the power of eminent domain ("**Condemnation**"), then:

(1) Purchaser may elect, within ten (10) business days from and after its receipt of written notice of any Material Damage or written notice of such Condemnation, by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any liability to the other by reason hereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Sections 6(d)(10), 20, and 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) In the event Purchaser does not timely elect to terminate pursuant to subsection (a)(1) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign all of Seller's right, title and interest in any insurance proceeds or Condemnation award to be paid to Seller (excluding therefrom, any pre-condemnation damages and damages based on Seller's loss of goodwill, income, and rents up to the Closing, the rights of which shall be retained by Seller), to Purchaser in connection with such Material Damage or Condemnation, and, in the case of Material Damage, Seller shall pay to Purchaser an amount equal to the deductible under Seller's policy of casualty insurance and Seller shall execute and deliver to Purchaser all required proofs of loss, assignments of claims and other similar items.

(b) If, prior to Closing, any of the improvements on the Premises are damaged or destroyed and such damage is not Material Damage, Purchaser shall remain obligated to close hereunder with no abatement in the Purchase Price. At Closing, Seller shall assign Seller's rights in any insurance proceeds to be paid to Seller in connection with such damage or destruction, to Purchaser, and Purchaser shall receive a credit against the Purchase Price from Seller in an amount equal to the deductible amount under Seller's casualty insurance policy and Seller shall execute and deliver to Purchaser all required proofs of loss, assignments of claims and other similar items.

22. General Provisions.

(a) Entire Agreement. This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) Amendments in Writing. This Agreement may be amended only by a written agreement executed by all the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, Seller will, upon the written request of Purchaser, extend the Closing Date, one time only, up to ten (10) days. If any date or time period provided for in this Agreement or by law falls on a Saturday, Sunday or legal holiday when banks are not open for business in San Diego, California, then such date or time period shall then be deemed to refer to the next day which is not the last to occur of: (1) a Saturday or Sunday, or (2) any one or more of a legal holiday, governmental shutdown or order, or any reasonable equivalent exists when banks are not open for business in any one or more of such locations. Further and for the avoidance of doubt, when any date is calculated "from" or "within" a specific date, the first day after such specific date shall be deemed for all purposes the first day for purposes of computing the applicable date or time period.

(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall

be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, provided that this Agreement may be assigned by Purchaser to an affiliate provided that, such assignment shall not release Purchaser from its obligations under this Agreement.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, provided that delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO PURCHASER:

City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Attention: City Manager
Facsimile: (619) 441-1770
Email: gmitchell@elcajon.gov

with copies to:

City Attorney
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Facsimile: (619) 441-1770
Email: mfoley@elcajon.gov

IF TO SELLER:

San Ysidro Health
1601 Precision Park Lane
San Diego, CA 92173
Attention: Kevin Mattson
Email: KMattson@SYHealth.org

with copies to:

San Ysidro Health
1601 Precision Park Lane
San Diego, CA 92173
Attn: Douglas Israel
Email: Disrael@SYHealth.org

or to such additional or other persons, at such other address or addresses as may be designated by notice from Purchaser or Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of California.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all

costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party that has commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against Purchaser merely by virtue of the fact that the same has been prepared by Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein that are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders, and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) Reporting Obligations. Seller and Purchaser hereby designate Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transactions closed on or after January 1, 1991. If required, Seller, Purchaser and Title Insurer shall execute at Closing a designation agreement designating Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) [Intentionally deleted]

(o) Confidentiality/Exclusivity. (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder. The preceding sentence shall not be construed to prevent either party from disclosing to: (y) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers, and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed; or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction

contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder.

(p) Indemnification. Seller hereby agrees to indemnify, protect, defend and hold Purchaser and its elected and appointed officials, officers, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to the Property or as a result of a breach or inaccuracy of one of Seller's covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. Purchaser hereby agrees to indemnify, protect, defend and hold Seller and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to its investigations on the Property or as a result of a breach or inaccuracy of one of Purchaser's covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be.

(q) Exculpation. Purchaser and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate (collectively, "**Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto). Subject to the terms of this Agreement, Purchaser and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agree not to sue or otherwise seek to enforce any personal obligation against any Affiliates with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this **Section 22(q)**, Purchaser and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this **Section 22(q)** shall survive the termination of this Agreement and the Closing.

(r) [Intentionally deleted]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

Centro de Salud de la Comunidad de San Ysidro, Inc.,
a California nonprofit public benefit corporation

By: _____

Name: Kevin Mattson
Its: President & CEO

PURCHASER:

City of El Cajon, a California charter city and
municipal corporation

By: _____

Name: Graham Mitchell
Its: City Manager

ATTEST:

Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

Morgan L. Foley, City Attorney

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION
2. EXHIBIT B	FORM OF DEED
3. EXHIBIT C	FORM OF BILL OF SALE
4. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
5. EXHIBIT E	FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES
6. EXHIBIT F	FEDERAL ACQUISITION LANGUAGE PROVISIONS
SCHEDULES	DESCRIPTIONS
1. 6(a)(3)	PROPERTY INFORMATION

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

For APN/Parcel ID(s): 488-242-43-00

PARCEL 1 OF PARCEL MAP NO. 16704, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXHIBIT B
FORM OF GRANT DEED

Prepared by:

After Recording return to:

City Clerk
City of El Cajon
200 Civic Center Way
El Cajon, California 92020

(For Recorder's Use Only)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [●], a [●] (“Grantor”) hereby grants to [●], a [●] the following described real property located in the City of [●], County of [●], State of California:

See Exhibit A attached hereto and incorporated herein by reference.

[SIGNATURE ON FOLLOWING PAGE]

Exhibit A

LEGAL DESCRIPTION

COMMONLY KNOWN AS: 405 East Lexington Avenue, El Cajon, California

A.P.N. 488-242-43

PARCEL 1 OF PARCEL MAP NO. 16704, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY

Exhibit B

PERMITTED EXCEPTIONS

EXHIBIT C

FORM OF BILL OF SALE

BILL OF SALE

KNOWN ALL MEN BY THESE PRESENTS, that _____, a _____ (hereinafter called "Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to it by _____, a _____ (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, quit claim and deliver unto the Grantee, their successors and assigns, all those fixtures and other items of personal property (except those items of personal property owned by tenants of the property described below) (collectively, the "Personal Property") presently located at the real property commonly known as _____.

TO HAVE AND TO HOLD all and singular the goods and chattels to the Grantee, its successors and assigns, to its own use and benefit forever.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN "AS IS," AND "WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY BY GRANTOR EXCEPT AS PROVIDED FOR HEREIN.

Grantor does hereby represent and warrant to Grantee, that Grantor is the absolute owner of said goods and chattels; that said Personal Property is free and clear from all claims, liens, charges and other encumbrances whatsoever; that Grantor has full right, power and authority to sell the same as aforesaid.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be executed this ___ day of _____, 202_.

By: _____
Name: _____
Its: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) SS:

COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)

My Commission expires: _____

EXHIBIT D

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by _____, a _____ (the "**Transferor**") to _____, a _____ (the "**Transferee**") relating to the real property described on **Schedule A** hereto (the "**Transferred Interests**"), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. _____ is the _____ of Transferor, and is familiar with the affairs and business of Transferor;
2. Transferor is not a foreign person; that is, Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);
3. Transferor is a _____ duly organized, validly existing and in good standing under the laws of the State of _____;
4. Transferor's United States employer identification number is _____;
5. Transferor's office address and principal place of business is c/o _____; and
6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of _____, 202__.

_____, a _____

By: _____

Name: _____

Its: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) SS:

COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)

My Commission Expires: _____

EXHIBIT E

[NOTE: INCLUDE ONLY IF RELEVANT TO DEAL.]

FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES (“**Assignment**”) dated as of [_____] (the “**Effective Date**”) between [_____] (“**Assignor**”) and [_____] (“**Assignee**”).

A. Assignor has conveyed to Assignee that certain parcel of real property and improvements located at _____ pursuant to that certain Real Estate Sale Agreement, dated as of _____, 202__ (the “**Agreement**”) by and between Assignor, as Seller, and Assignee, as Purchaser. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Assignor and Assignee have also agreed to complete an assignment and transfer of all of Assignor and its affiliate(s) right, title and interest in and to all of the intangible property directly or indirectly related to the real property legally described on Exhibit A attached hereto (the “Property”), on the terms and conditions contained herein.

C. Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under the Intangibles (defined below).

1. **Definition of Intangibles.** For purposes of this Assignment, “Intangibles” shall mean the following: (i) all licenses, contracts, permits, certificates of occupancy, approvals, dedications, or entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing or operation; (ii) all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property or contemplated to be used in any project to be located at the Property; (iii) all logos and trade names relating to the Property; and (iv) any and all construction plans, designs, specifications and all other construction related documents pertaining to the Property and the Project.

2. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged and agreed and to the maximum extent permitted by applicable law, Assignor hereby grants, transfers and assigns to Assignee all of its right, title and interest of Assignor in and to the Intangibles. To the extent that any affiliate(s) of Assignor are the direct or indirect owner of any Intangibles related to the Property, the Assignor shall cause such affiliate(s) to enter into an assignment in substantially the same form as this Assignment assigning such affiliate(s) right, title and interest in and to the Intangibles to the Assignee.

3. Assumption. Assignee hereby assumes and agrees to perform the obligations of Assignor related to the Intangibles which accrue and are attributable to the period from and after the Effective Date.

4. Indemnity. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) (collectively, "Losses") relating to the Intangibles and accruing any time prior to the Closing or relating to time periods prior to Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignor pursuant to Section 3 of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

7. Governing Law. This Assignment shall be governed and interpreted in accordance with the laws of the State of California.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

_____, a _____

By: _____

Name: _____

Its: _____

ASSIGNEE:

By: _____

Name: _____

Its: _____

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

LEGAL DESCRIPTION

COMMONLY KNOWN AS: 405 East Lexington Avenue, El Cajon, California

A.P.N. 488-242-43

PARCEL 1 OF PARCEL MAP NO. 16704, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXHIBIT F

FEDERAL ACQUISITION LANGUAGE PROVISIONS

As prescribed in and in accordance with Federal Acquisition Regulations ("FAR") 52.107(b), this CONTRACT incorporates the following materials by reference: (1) that certain "Title VI, Civil Rights Act of 1964" (42 USC section 2000d), including protection to persons with limited English proficiency implemented by the Department of the Treasury's Title VI regulations (31 CFR Part 22); (2) that certain "Provisions for Non-Federal Entity Contracts Under Federal Awards" found at 2 CFR Appendix II to Part 200; (also attached hereto as Exhibit "B"); (3) that certain "Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms" provision (2 CFR section 200.321); (4) that certain "System for Award Management Maintenance" (clause 52.204-13 found at the FAR, Part 52, subpart 52.2); (5) that certain "Executive Order 11246"; and (6) that certain "Non Discrimination Clause" (found at 2 CCR 11105), each with the same force and effect as if they were given in full text herein.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a these referenced materials may be accessed electronically at these addresses respectively:

<https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964#:~:text=No%20person%20in%20the%20United,activity%20receiving%20Federal%20financial%20assistance.>

<https://www.ecfr.gov/current/title-31/subtitle-A/part-22>

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix II to Part 200>

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

<https://www.acquisition.gov/far/52.204-13>

<https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246>

[Cal. Code Regs. Tit. 2, § 11105 - Nondiscrimination Clause](#)

In addition, as required by FAR section 52.107(b), 2 CFR Appendix II to Part 200 is also set out here in full:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the

wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See§ 200.323.

(K) See § 200.216.

(L) See§ 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

SCHEDULE 6(a)(3)
PROPERTY INFORMATION

1. Copies of all Service Contracts, if any.
2. Copies of all certificates of occupancy and other licenses and permits, in Seller's possession or control.
3. Copies of all as-built plans and specifications for the improvements, if any.
4. Copies of all environmental, engineering, geo-technical reports, in Seller's possession or control, if any.
5. Income and expense statements for the Premises for the last three full calendar years and year to date statements for the current calendar year.
6. Copies of all insurance bills and policies.
7. Copies of any agreements that will be binding on Purchaser after closing, if any.
8. Copies of all leases and or use licenses from the Property, if any.
9. Copies of all easements in Seller possession, if any.
10. Insurance loss histories for the last three full calendar years and year to date for the current calendar year, if any.
11. Copies of the real estate tax bills for the last three tax years for which bills are available, if in Seller's possession.
12. A copy of the most recent survey of the Premises in Seller's possession or control, if any.
13. A copy of Seller's existing Owner's Title Insurance Policy.
14. Copies of utility bills for the past three months, if in Seller's possession or control.
15. Summary of all pending and threatened litigation and claims, if any.
16. Capital expenses for the last three full calendar years and year to date for the current calendar year, if any.
17. Copy of any ADA surveys, if any.
18. Copies of all existing warranties, if any.
19. A current certified rent roll, if any.
20. All other documentation reasonably requested by Purchaser and only if in Seller's possession or control.

Schedule 6(a)(3) - 1



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Award of RFP No. 023-24 – Small Business Incubator Operator

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the state CEQA Guidelines; and
2. Adopts the next Resolution, in order, to authorize the City Manager to negotiate a lease agreement for a portion of the building at 405 E. Lexington Avenue with the Chaldean Community Council effective upon the close of escrow and transfer of title of the property to the City.

BACKGROUND:

On September 28, 2023, the City of El Cajon issued a Request for Proposals (RFP) for Small Business Incubator Operator (Incubator) services. The City is in the process of acquiring 405 E. Lexington Avenue, El Cajon (a 7,155 square foot office building) and has allocated approximately 3,000 square feet intended for a small business incubator or accelerator program. The office space will be offered to the successful proponent at \$1 per year, not including utilities and other maintenance costs. The award of the lease will be conditioned on the successful close of escrow and transfer of title of the office building to the City.

The service will assist a minimum of five businesses annually through the Incubator. The City aims for the Incubator to be a supportive environment for a wide range of startups and early-stage businesses, helping them to grow and locate in El Cajon or neighboring communities.

One proposal was received before 5:00 p.m. on November 7, 2023, and was independently reviewed by a three-person evaluation committee. The committee based its assessment on the evaluation criteria specified in the RFP: experience and business plan; services offered; financing plan; metrics used to access success; and readiness to operate.

After thorough evaluation of the response, the City determined the proposal received from the Chaldean Community Council best met the City's requirements. If approved by City Council, the City Manager would have the authority to negotiate a lease agreement. The lease agreement would include performance measurements as a condition of using the building. Also, the final lease agreement will be brought back for City Council approval once it is negotiated. The attached memorandum details the evaluation process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Small Business Incubator Operator service is exempt from the California Environmental Quality Act (CEQA) in accordance with state CEQA Guidelines section 15301 because the lease agreement, if approved, will result in business operations in an existing office building.

FISCAL IMPACT:

None at this time. The negotiated lease agreement and fiscal impact will be submitted at a future City Council meeting for approval.

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Memorandum - 023-24

RESOLUTION NO. -23

RESOLUTION AWARDDING REQUEST FOR PROPOSALS FOR
SMALL BUSINESS INCUBATOR OPERATOR SERVICES
(RFP No. 023-24)

WHEREAS, on September 28, 2023, the City of El Cajon issued a Request for Proposals (RFP) for Small Business Incubator Operator services ("Incubator"); and

WHEREAS, the City is in the process of acquiring 405 E. Lexington Avenue, El Cajon (a 7,155 square foot office building) and has allocated approximately 3,000 square feet intended for a small business incubator or accelerator program to be run by the Incubator, through which office space will be offered at \$1 per year to small, locally owned and operated businesses, not including utilities and other maintenance costs; and

WHEREAS, the RFP requires that the Incubator will assist a minimum of five businesses annually and be a supportive environment for a wide range of startups and early-stage businesses, helping them to grow and locate in El Cajon or neighboring communities; and

WHEREAS, one Incubator proposal was received before 5:00 p.m. on November 7, 2023, and was independently reviewed by a three-person evaluation committee basing its assessment on the evaluation criteria specified in the RFP; experience and business plan; services offered; financing plan; metrics used to access success; and readiness to operate; and

WHEREAS, after thorough evaluation of the response, the City determined the proposal received from the Chaldean Community Council ("CCC") best met the City's requirements best meets the City's requirements; and

WHEREAS, the Incubator is exempt from the California Environmental Quality Act ("CEQA") in accordance with state CEQA Guidelines section 15301 because the lease agreement, if approved, will result in business operations in an existing office building; and

WHEREAS, there is no fiscal impact at this time because the negotiated lease agreement and fiscal impact will be presented at a future City Council meeting; and

WHEREAS, the City Council believes it to be in the best interest of the City to authorize the City Manager to negotiate a lease agreement with CCC to act as Incubator for the proposed project.

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 Incubator is exempt from the CEQA in accordance with state CEQA Guidelines section 15301 because the lease agreement, if approved, will result in business operations in an existing office building.

3. The City Manager and is authorized and directed to negotiate a lease on behalf of the City of El Cajon, in furtherance of the Incubator goals, and conditioned upon the successful acquisition of the property by the City, to be brought back to the City Council for approval.

12/12/23 CC Agenda
Reso - RFP 023-24 – Award Small Bus. Incubator Svcs. to CCC 112923

CITY OF EL CAJON



MEMORANDUM

DATE: 11/21/23
TO: Mara Romano, Purchasing Agent
FROM: Adam Tronerud, Parks and Recreation Manager
SUBJECT: RECOMMENDATION TO AWARD – RFP No. 023-24 – Small Business Incubator Operator

The selection committee has independently reviewed the one proposal received in response to RFP No. 023-24, Small Business Incubator Operator.

The selection committee, comprised of personnel from the City of El Cajon independently scored the proposal based on a weighted scale with the following criteria:

- 1) Overall Organization, Experience and Business Plan
- 2) Services Offered
- 3) Financing Plan
- 4) Metrics Used to Access Success
- 5) Readiness to Operate

There is a total weighted score of a possible 100. The weighted score for the firm is:

Vendor	Total Weighted Average Score
Chaldean Community Council	57.00

Recommendation:

After reviewing the proposal, the selection committee recommends that the City of El Cajon approves the sole proposal and authorizes the City Manager to enter into lease agreement negotiations with the Chaldean Community Council. The negotiated lease agreement and the fiscal impact will be presented at a future City Council meeting.

Submitted by:

A handwritten signature in black ink, appearing to read "A. Tronerud", is written over a horizontal line.

Adam Tronerud, Parks and Recreation Manager



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: 2023 Annual Pension Status Report

RECOMMENDATION:

That the City Council receives the Annual Pension Status Report.

BACKGROUND:

In October 2020, the City Council adopted the City of El Cajon Pension Funding Policy. One of the requirements of this policy is a review of the status of the City's retirement benefit plans. Specifically, the policy states:

Addressing retirement costs is a dynamic process. CalPERS makes adjustments annually to a City's Normal Cost and Unfunded Accrued Liability (UAL). These changes require multi-year financial planning and for the City to make corresponding budgetary adjustments. The City shall therefore evaluate its pension liabilities each year.

After the release of the most current CalPERS actuarial report, staff shall present a summary of each plan's funding status. New amortization levels shall be specifically addressed. This information shall be presented during a public City Council meeting, which shall include a summary of funding status, funding progress compared to prior years, as well as any recommended actions and/or budget adjustments to address areas of concern.

The City recently received updated actuarial valuations for each of its benefit plans (Safety and Miscellaneous) administered by CalPERS. As a result, an Annual Pension Status Report was prepared using this updated information, and is attached to this report. These actuarial valuations were completed as of June 30, 2022.

The City issued \$147.2 million of pension obligation bonds in the spring of 2021. This had a massive impact on funding status by significantly increasing plan assets. It is imperative that the outstanding bond obligations be taken into consideration when evaluating the funding status of the City's retirement benefit plans. As of June 30, 2022, the outstanding bond principal totaled \$142.3 million.

CalPERS experienced lower than ordinary investment performance in 2022. CalPERS investment target at that time was 6.8%; this target was missed with an investment loss of 6.1%. This significantly decreased plan assets and reestablished a significant unfunded liability

after virtually eliminating it the previous year. As of June 30, 2022, the unfunded liability is \$115.2 million. When considered alongside the outstanding pension obligation bond principal, the total pension-related liability is \$252.0 million.

As part of this discussion, the Pension Funding Policy contemplated that action may be required to address any issues raised. Specifically, the Policy states:

The City seeks to maintain adequate levels of reserves in accordance with its stated reserve goals and adopted reserve policies. To the extent that the City has excess reserves, generates an operating surplus, generates savings from other pension related strategies, or receives significant one-time revenues, the City shall endeavor to apply a portion of such monies toward its unfunded retirement costs in the form of either Additional Discretionary Payments to CalPERS directly, or deposit funds in either a designated reserve or in its PARS Sec 115 Trust.

Given the Additional Discretionary Employer Contributions already authorized as part of the Fiscal Year 2023-24 Annual Budget, no additional action is recommended at this time. As work progresses on the City's Five-Year Business Plan and development of the Fiscal Year 2024-25 Annual Budget begins, additional funding opportunities will be evaluated.

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.

FISCAL IMPACT:

There is no direct fiscal impact as a result of the recommended action. The status of the City's pension plans has been a significant influence on City finances for many years, and maintaining focus on this issue remains critical to the City's continued financial health.

Prepared By: Clay Schoen, Director of Finance

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

2023 Annual Pension Report

City of El Cajon Annual Pension Status Report

(Source: June 30, 2022 CalPERS Plan Actuarial Valuations)

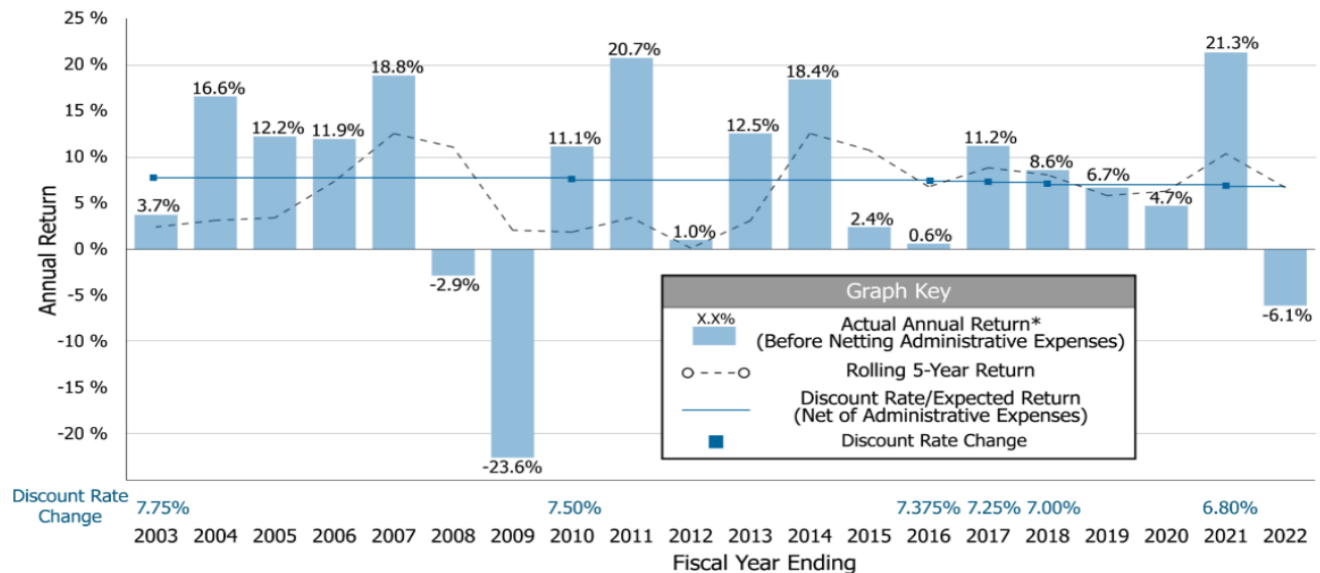
Valuation Date	Safety Plan			Miscellaneous Plan			Combined Plans			
	Plan Liability	Plan Assets	Status	Plan Liability	Plan Assets	Status	Total Liability	Total Assets	Unfunded	Status
June 30, 2022	\$ 398,876,465	\$ 328,428,277	82.3%	\$ 265,040,223	\$ 220,294,955	83.1%	\$ 663,916,688	\$ 548,723,232	\$ 115,193,456	82.6%
June 30, 2021	382,112,612	367,560,283	96.2%	256,538,618	247,412,300	96.4%	638,651,230	614,972,583	23,678,647	96.3%
June 30, 2020	357,827,615	214,546,056	60.0%	246,177,687	163,877,244	66.6%	604,005,302	378,423,300	225,582,002	62.7%
June 30, 2019	339,193,406	210,268,697	62.0%	239,685,601	161,538,723	67.4%	578,879,007	371,807,420	207,071,587	64.2%
June 30, 2018	329,637,443	202,843,543	61.5%	233,570,524	156,241,053	66.9%	563,207,967	359,084,596	204,123,371	63.8%
June 30, 2017	309,732,456	193,702,654	62.5%	218,395,632	149,048,480	68.2%	528,128,088	342,751,134	185,376,954	64.9%
June 30, 2016	293,743,734	180,039,340	61.3%	209,950,483	138,220,065	65.8%	503,694,217	318,259,405	185,434,812	63.2%
June 30, 2015	283,472,973	185,930,792	65.6%	201,489,297	141,996,648	70.5%	484,962,270	327,927,440	157,034,830	67.6%
June 30, 2014	273,024,740	188,098,614	68.9%	196,047,087	143,189,938	73.0%	469,071,827	331,288,552	137,783,275	70.6%
June 30, 2013	250,722,908	166,418,715	66.4%	179,006,378	125,744,840	70.2%	429,729,286	292,163,555	137,565,731	68.0%

New Amortization Bases

Plan	Reason for Base	Date Est.	Amort. Period	Balance 6/30/22	Balance 6/30/23	Balance 6/30/24
Safety	Benefit Change	6/30/2022	20	\$ 174,417	\$ 188,379	\$ 203,350
Safety	Investment (Gain)/Loss	6/30/2022	20	52,443,737	56,009,911	59,818,585
Safety	Non-Investment (Gain)/Loss	6/30/2022	20	4,615,573	4,929,432	5,264,633
Miscellaneous	Non-Investment (Gain)/Loss	6/30/2022	20	3,888,497	4,152,915	4,435,313
Miscellaneous	Partial Fresh Start	6/30/2022	20	40,856,771	35,883,162	38,323,216

CalPERS Investment Returns

History of Investment Returns (2003 - 2022)



Projected Contributions

	Required Contribution	Projected Future Employer Contributions			
		2025-26	2026-27	2027-28	2028-29
Safety Plan	Normal Cost %	21.2%	20.8%	20.3%	19.9%
	UAL Payment \$	4,753,537	\$ 5,487,000	\$ 6,224,000	\$ 6,838,000
Miscellaneous Plan	Normal Cost %	12.5%	12.2%	11.9%	11.6%
	UAL Payment \$	1,222,585	\$ 2,046,000	\$ 2,870,000	\$ 3,694,000



City Council Agenda Report

Agenda Item 13.

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Adam Tronerud
SUBJECT: The Wall that Heals – Vietnam Veterans Memorial Replica and Mobile Education Center

RECOMMENDATION:

That the City Council approves the use of Wells Park to host The Wall that Heals for one week in the Spring of 2024, waiver of facility rental fees, and approval to operate overnight.

BACKGROUND:

In 1982, The Vietnam Veterans Memorial Fund (VVMF) dedicated The Vietnam Veterans Memorial in Washington D.C. Since its dedication, it has become one of the most visited memorials on the National Mall with over 5 million visits each year, yet millions of others are still unable to visit The Wall in Washington D.C.

Shortly after The Wall's dedication, the first traveling version began touring the country. In 1996, VVMF recognized a need to provide a traveling version of The Memorial and The Wall That Heals (TWTH) was dedicated. While these other exhibits are necessary to meet the public's desire, as the founders of The Wall, VVMF sought to differentiate its exhibit by replicating The Wall experience as much as possible. To this day, this is accomplished through ongoing and close cooperation between the hosting organizations, their communities, and VVMF. The Wall That Heals is the largest replica, the only one wholly owned and operated by a non-profit organization, and the only one accompanied by the mobile Education Center.

Jeff Mueller, a community member, has formed an all-volunteer committee and submitted El Cajon for consideration to host The Wall that Heals. The VVMF has notified Jeff that the City of El Cajon is a finalist for a spring 2024 date if approved by City Council. The committee will recruit volunteers and raise funds to pay for the specific needs of the event.

The Wall would arrive on a Tuesday, with set-up taking place on Wednesday. The display and education center would be open 24-hours a day Thursday through Sunday. There will be no amplification during overnight hours (9:30pm to 7:30am) and additional lighting would be limited to the wall itself.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed special event is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the state CEQA Guidelines. The event is a temporary use of an existing public park involving negligible expansion.

FISCAL IMPACT:

Waiver of approximately \$2,800 in facility use fees, supplies for the installation of a ground rod box for electricity approximately \$500, and additional staff time that can be absorbed by Department budgets. Funds are sufficiently available in Fiscal Year 2023-24 Annual Budget.

Prepared By: Adam Tronerud, Parks and Recreation Manager

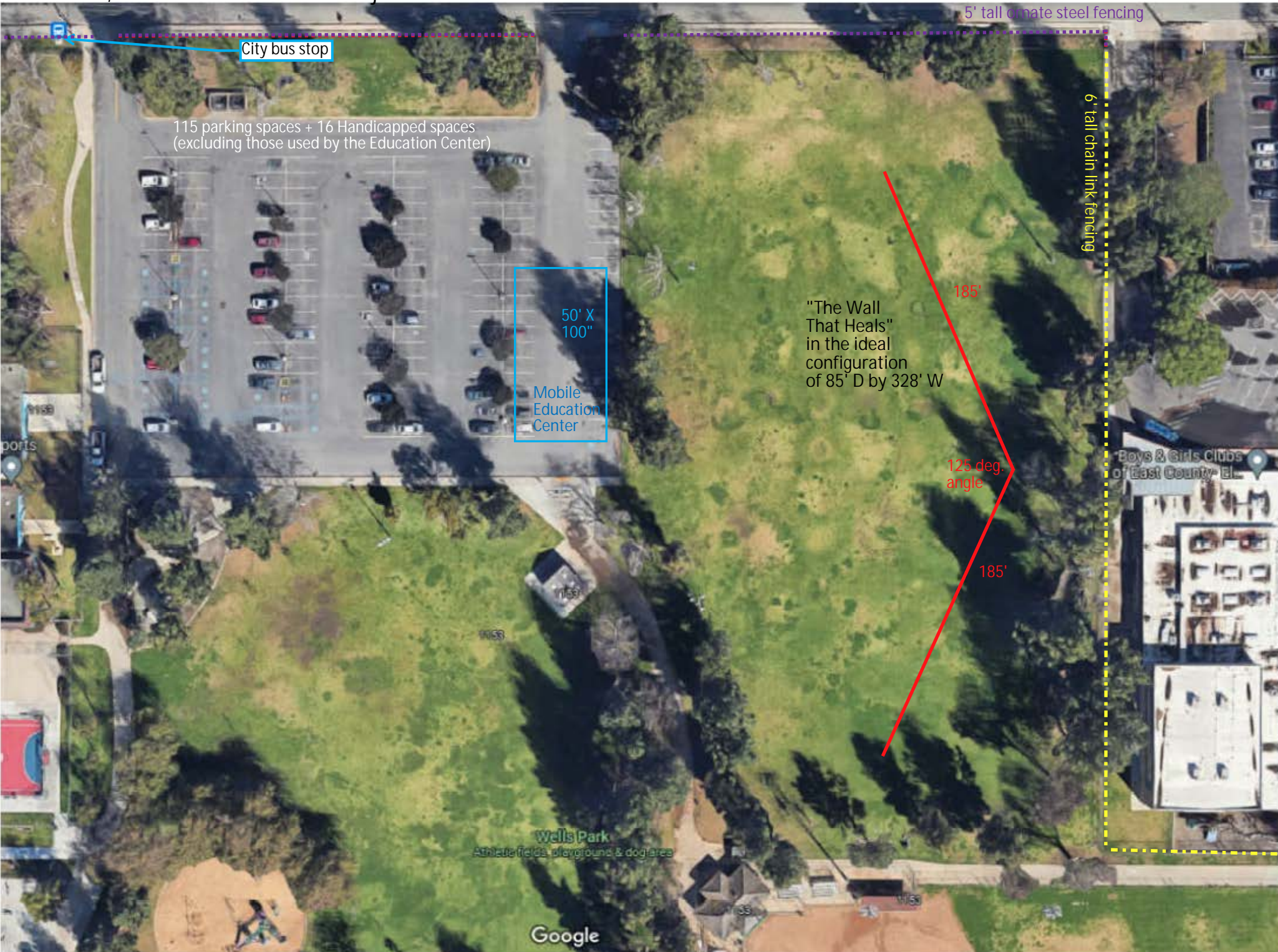
Reviewed By: Frank Carson, Director of Parks & Recreation

Approved By: Graham Mitchell, City Manager

Attachments

Wells Park Wall that Heals Map

Wells Park, 1153 E. Madison Ave. El Cajon



City bus stop

115 parking spaces + 16 Handicapped spaces
(excluding those used by the Education Center)

50' X 100''
Mobile Education Center

"The Wall That Heals"
in the ideal configuration
of 85' D by 328' W

5' tall ornate steel fencing

6' tall chain link fencing

185'

125 deg.
angle

185'

Boys & Girls Clubs
of East County El-Cajon

Wells Park
Athletic fields, playground & dog area

Google



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Vince DiMaggio, Assistant City Manager
SUBJECT: Award of RFP No. 027-24 – Measure J Polling & Outreach Services

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(5) of the state CEQA Guidelines; and
2. Adopts the next Resolution, in order, to enter into an agreement with Competitive Edge Research & Communication, Inc. (CERC), in an amount not to exceed \$182,000.

BACKGROUND:

El Cajon voters approved Proposition J, a 20-year half-cent sales tax measure in 2008, during the most difficult economic climate since the Great Depression. This measure, along with prudent financial management, stabilized the City's ability to provide core services coming away from what became known as the Great Recession.

This sales tax measure generates more than \$13 million annually, representing nearly 14% of General Fund revenues. Scheduled to expire in 2029, the need to extend this "lifeline" remains critical to the City's financial stability, provision of emergency services including police and fire rescue, and maintenance of City parks and infrastructure.

Recognizing that three election cycles remain prior to 2029, and learning from previous experience, the City wishes to understand citizen opinion and assess the likelihood of extending the half-cent sales tax beyond its 2029 expiration date. Specifically, the City wishes to ascertain whether to place a minimum of a half-cent sales tax measure on the 2024 municipal election ballot resulting in the Request for Proposals (RFP) for Measure J Polling & Outreach Services issued on October 19, 2023.

This service contract would be in effect upon date of execution through October 5, 2024 (approximately one month prior to the November 2024 election) and includes, but is not limited to:

- Polling and outreach services to comprehend voter opinions and inform voters of the impacts if the tax measure is not renewed;
- Developing multi-mode surveys to assess voter propensity and hone education and engagement strategy;

- Designing an outreach and engagement strategy to provide voters with informational and educational materials and conduct public outreach meetings;
- Providing surveys, informational and educational materials, public outreach meetings, etc. in both English and Spanish, with accommodations made for the City's Middle Eastern population; and
- Communicating and reporting to City staff to discuss issues, findings, and recommendations; discerning voter patterns; and presenting data and recommendations to City Council.

Three proposals were received before 5:00 p.m. on November 9, 2023, and were independently reviewed by a three-person evaluation committee. The committee based its assessment on the evaluation criteria specified in the RFP: firm qualifications and experience; partner, supervisory, and staff qualifications and experience; polling and public outreach strategy; timeline; and cost.

After thorough evaluation of the proposals, the City conducted interviews with all three firms. It was determined the proposal received from CERCI, along with Southwest Strategies, best met the City's requirements. The attached memorandum details the evaluation process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Measure J Polling & Outreach Services agreement 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.

FISCAL IMPACT:

The fiscal impact is \$182,000. Sufficient funds are available for this service in Fiscal Year 2023-24 Economic Development Annual Budget (101112).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Memorandum - 027-24

RESOLUTION NO. ___-23

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
PROPOSITION J POLLING AND OUTREACH SERVICES
(RFP No. 027-24)

WHEREAS, the voters of the City of El Cajon (the "City") approved Proposition J, a twenty (20) year half-cent ($\frac{1}{2}\%$) sales tax measure, in 2008 ("Prop J") during the most difficult economic climate since the Great Depression; and

WHEREAS, this measure, along with prudent financial management, stabilized the City's ability to continue provide core services in recovery from what became known as the Great Recession; and

WHEREAS, Prop J, which is scheduled to expire in 2029, generates more than thirteen million dollars annually, representing nearly fourteen percent of City's General Fund revenues; and

WHEREAS, the need to extend this "lifeline" remains critical to the City's financial stability, provision of emergency services (including police and fire rescue), and maintenance of City parks and infrastructure; and

WHEREAS, recognizing that only three (3) election cycles remain prior to 2029, the City wishes to consider citizens' opinions and assess the likelihood of extending the half-cent ($\frac{1}{2}\%$) sales tax beyond its 2029 expiration date through robust polling and, if appropriate, public outreach and education; and

WHEREAS, the City issued Request for Proposals No. 027-24 for Proposition J Polling & Outreach Services (the "RFP") on October 19, 2023; and

WHEREAS, the RFP would be in effect upon the date of execution through October 5, 2024 (approximately one month prior to the November 2024 election) and includes, but is not limited to: (1) polling and outreach services to comprehend voter opinions and inform voters of the impacts if the tax measure is not renewed; (2) developing multi-mode surveys to assess voter propensity and refine education and engagement strategies; (3) designing outreach and engagement strategies to provide voters informational and educational materials and conduct public outreach meetings; (4) providing surveys, informational and educational materials, public outreach meetings, etc., in both English and Spanish, with accommodations made for the City's Middle Eastern population; and (5) communicating and reporting to City staff such issues, findings, and recommendations developed through such efforts; discerning voter patterns; and presenting data and recommendations to City Council (the "Project"); and

WHEREAS, three (3) proposals were received by the 5:00 p.m. deadline on November 9, 2023, and were independently reviewed by a three-person evaluation committee that based its assessment on the evaluation criteria specified in the RFP, including firm qualifications and experience; principal, supervisory, and staff qualifications and experience; polling and public outreach strategy; timeline; and cost; and

WHEREAS, after thorough evaluation of the proposals, the City conducted interviews with all three (3) firms, and it was determined the proposal received from Competitive Edge Research & Communication, Inc., ("CERCI") best meets the City's requirements; and

WHEREAS, the fiscal impact of the Project is \$182,000.00, and sufficient funds are available in the Fiscal Year 2023-24 Annual Budget for Economic Development and Other Professional-Technical Services; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") because it is not a "project" pursuant to CEQA Guidelines section 15378(b)(5) as this action is an organizational or administrative activity of government that will not result in a direct or indirect physical change in the environment; and

WHEREAS, the City Council believes it to be in the best interest of the City to award the RFP to CERCI, 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. 027-24 to Competitive Edge Research & Communication, Inc., in an amount not to exceed \$182,000.00, and rejects all other proposals.
4. The City Manager, or designee, and City Clerk are authorized and directed to execute an agreement on behalf of the City of El Cajon (the "Agreement"), with such changes or amendments as maybe approved by the City Manager, or designee, and to take all actions and to execute all documents and/or attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

CITY OF EL CAJON



MEMORANDUM

DATE: November 30, 2023
TO: Mara Romano, Purchasing Agent
FROM: Ryan Villegas, Management Analyst, CMO
SUBJECT: RECOMMENDATION TO AWARD – RFP No.027-24 – Proposition J Polling & Outreach Services

The City of El Cajon received three proposals for the above referenced Request for Proposal (RFP). The selection committee, comprised of personnel from the City of El Cajon, independently scored each proposal on the evaluation form included in RFP No. 027-24. The proposal evaluation form is based on a weighted scale with criteria including:

- 1) Firm Qualifications & Experience,
- 2) Partner, Supervisory, and Staff Qualifications & Experience,
- 3) Polling & Public Outreach Strategy,
- 4) Timeline Proposal, and
- 5) Cost Proposal.

The total possible weighted average score was 100 points.

The weighted scores for Proposition J Polling & Outreach Services (RFP No. 027-24) after initial evaluations resulted in the following ranking:

Vendor	Total Weighted
True North Research	89.00
Competitive Edge Research & Communications	85.67
Tripepi Smith & Associates	75.67

The Selection Committee requested that all three vendors be invited to participate in an interview to complete the evaluation process. After interviews, the selection committee concluded the following final ranking:

Vendor	Ranking
Competitive Edge Research & Communications	1
True North Research	2
Tripepi Smith & Associates	3

Recommendation:

After reviewing proposals, interviews, and cost proposals, the selection committee recommends that the City of El Cajon enter into a contract with Competitive Edge Research & Communications for Proposition J Polling & Outreach Services. The cost for the contract, as outlined in the Cost Proposal from this firm, is a not to exceed amount of \$182,000. The proposed term of this contract is effective upon execution through October 5, 2024 (31 days prior to election date).

Submitted and Authorized by:



Ryan Villegas, Management Analyst, CMO



City Council
Agenda Report

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Award of RFP No. 020-24 – Economic Analysis Services (Parkway Plaza Mall)

RECOMMENDATION:

That the City Council:

1. Determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines section 15262; and
2. Adopts the next Resolution, in order, to enter into an agreement with Hunden Strategic Partners, Inc. dba Hunden Partners (HP), in an amount not to exceed \$248,915 for a one-year term.

BACKGROUND:

On June 27, 2023, the El Cajon City Council received a report regarding the Parkway Plaza Mall and its future. At the meeting, City Council directed staff to assist the mall owners to envision the potential development opportunities that exist on the properties, resulting in the Request for Proposals (RFP) for Economic Analysis Services issued on August 28, 2023.

The service includes providing market feasibility and analysis specific to commercial mall re-use and redevelopment, pro forma analysis on a variety of different redevelopment possibilities (including housing), feasibility analysis based on specific market conditions and likely opportunities, and other miscellaneous economic financial analysis. As part of the market and economic analysis, HP is required to provide architectural massing and renderings for various concepts to be explored in collaboration with City staff, property owners, and other stakeholders.

Seven proposals were received before 5:00 p.m. on October 5, 2023, and were independently reviewed by a three-person evaluation committee. The committee based its assessment on the evaluation criteria specified in the RFP: project management team; experience in market feasibility analysis/seeking stakeholder input/architectural massings and renderings; work plan; and cost.

After thorough evaluation of the proposals, the City conducted interviews with the top four ranking firms. It was determined the proposal received from HP best met the City's requirements. The attached memorandum details the evaluation process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Economic Analysis Services project is exempt from the California Environmental Quality Act (CEQA) in accordance with state CEQA Guidelines section 15262 because the project is a feasibility and planning study with no predetermined future projects. Any subsequent projects that may result from this analysis will be reviewed in accordance with CEQA.

FISCAL IMPACT:

The fiscal impact is \$248,915. Sufficient funds are available for this service in Fiscal Year 2023-24 Economic Development Annual Budget (101112).

Prepared By: Mara Romano, Purchasing Agent

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Memorandum - 020-24

RESOLUTION NO. ___-23

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
ECONOMIC ANALYSIS SERVICES
(RFP No. 020-24)

WHEREAS, on June 27, 2023, the City Council of the City of El Cajon ("the City") received a report regarding the future of the Parkway Plaza mall (the "Mall"), and directed staff to assist the owners of the Mall to envision potential development opportunities that exist at the properties; and

WHEREAS, Request for Proposals No. 020-24 for Economic Analysis Services (the "RFP") was issued on August 28, 2023; and

WHEREAS, the RFP includes providing market feasibility and analysis specific to a commercial mall re-use and redevelopment; pro forma analysis on a variety of different redevelopment possibilities (including housing); feasibility analyses based on specific market conditions and likely opportunities; and other miscellaneous economic financial analyses (the "Project"); and

WHEREAS, as part of the market and economic analyses, the consultant will be required to provide architectural massing (e.g., conceptual drawings of the general shape and form, as well as size of a building) and renderings for various concepts to be explored in collaboration with City staff, property owners, and other stakeholders; and

WHEREAS, seven (7) proposals were received by the deadline of 5:00 p.m. on October 5, 2023; and

WHEREAS, a three-person evaluation committee independently reviewed the proposals according to the criteria specified in the RFP, including project management teams; experience in: market feasibility analysis, gathering stakeholder input, and architectural massing and renderings; proposed work plan; and cost; and

WHEREAS, after thorough evaluation of the responses, interviews were conducted with the four (4) top-ranking firms, and it was determined that the proposal received from Hunden Strategic Partners, Inc., doing business as Hunden Partners ("HP"), best meets the City's requirements; and

WHEREAS, the fiscal impact of the Project is \$248,915.00 for a term of one (1) year, and sufficient funds are available in the Fiscal Year 2023-24 Annual Budget for Economic Development and Other Professional Technical Services; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15262 as it is a feasibility and planning study with no predetermined future projects; and

WHEREAS, the City Council believes it to be in the best interest of the City to award the RFP to HP, 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 15262 of CEQA Guidelines.
3. The City Council hereby awards RFP No. 020-24 to Hunden Strategic Partners, Inc., doing business as Hunden Partners, in an amount not to exceed \$248,915.00 for a term of one (1) year, and rejects all other proposals.
4. The City Manager, or designee, and City Clerk are authorized and directed to execute an agreement for the Project on behalf of the City of El Cajon (the "Agreement"), with such changes or amendments as maybe approved by the City Manager, or designee, and to take all actions and to execute all documents and/or attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

CITY OF EL CAJON



MEMORANDUM

DATE: November 20, 2023
TO: Mara Anna Romano, Purchasing Agent
FROM: Graham Mitchell, City Manager
SUBJECT: Recommendation to Award – RFP No.020-24 – Economic Analysis Services

The City of El Cajon received seven proposals for the above referenced Request for Proposal (RFP). The selection committee, comprised of personnel from the City of El Cajon independently scored each proposal on the evaluation form included in RFP No. 020-24. The proposal evaluation form is based on a weighted scale with criteria including:

- 1) Project management team,
- 2) Experience in market feasibility analysis,
- 3) Experience in gathering stakeholder input,
- 4) Experience in architectural massing and renderings,
- 5) Proposed work plan, and
- 6) Cost.

The weighted scores for Economic Analysis Services (RFP No. 020-24) after initial evaluations resulted in the following ranking:

Vendor	Weighted Average
ECONorthwest	89.35
Keyser Marston & Associates	87.40
Economic & Planning Systems, Inc.	86.33
Hunden Partners	82.93
Streetsense	76.35
Kosmont Companies	74.00
RSG	68.98

The top four ranking firms were shortlisted and invited for interviews with the selection committee. After interviews, the selection committee concluded the following final ranking:

Vendor	Ranking
Hunden Partners	1
Keyser Marston & Associates	2
ECONorthwest	3
Economic & Planning Systems, Inc.	4

Recommendation:

After reviewing proposals, interviews, and cost proposals, the selection committee recommends that the City of El Cajon enter into a contract with Hunden Partners for Economic Analysis Services. The cost for the contract is estimated to total \$248,915, including research and estimated travel expenditures. The proposed term of this contract is one year.

Submitted and Authorized by:



Graham Mitchell, City Manager



**City Council
Agenda Report**

DATE: December 12, 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. 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:

November 9, 2023 – Vigil at Temple Emanuel
November 10, 2023 – Lincoln Club Dinner
November 11, 2023 – Interview with KUSI
November 12, 2023 – Interview with Fox News National
November 12, 2023 – Vigil for Israel
November 16, 2023 – San Diego County Taxpayers Association 27th Annual Goldens Awards
November 25, 2023 – Holiday Lights on Main Christmas Tree Lighting Event
December 6, 2023 – SANDAG Briefing
December 8, 2023 – SANDAG Board of Directors Meeting
December 12, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council Agenda Report

Agenda Item 17.

DATE: December 12, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember 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. 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:

- November 13, 2023 - Emails with Tim C @ MTS re: parking violation
- November 15, 2023 - Emails with Alex @ RideSD re: Airport transportation connection
- November 17, 2023 - Attend SANDAG Board of Directors Mtg
- November 21, 2023 - Attend Chamber Gov't Affairs Mtg
- November 25, 2023 - Attend Christmas Tree Lighting event
- November 27, 2023 - Meeting with City Mgr
- November 28, 2023 - Attend MTS Nominating Committee meeting
- November 29, 2023 - Meeting with City Mgr
- November 30, 2023 - Emails with Sup Anderson re: migrant crisis in SD
- November 30, 2023 - Attend MTS Budget Committee mtg
- December 1, 2023 - Attend Chamber First Friday Breakfast
- December 1, 2023 - Emails with City Mgr re: Humane Society
- December 1, 2023 - Emails with Emily @ SANDAG re: Military Wkg Grp
- December 4, 2023 - Send letters to County Supervisors re: delay of SB43
- December 4, 2023 - Send letter to Sup Anderson re: funds for migrant center
- December 4, 2023 - Draft agenda item re: front yard shade structures

December 5, 2023 - MCRD Tour

December 6, 2023 - Attend MTS East County reps meeting

December 7, 2023 - Attend MTS Exec Committee meeting

December 11, 2023 - Meeting with City Mgr

December 11, 2023 - Tour the AWP Project with Asm Chris Ward

December 12, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

DATE: December 12, 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:

November 17, 2023 – Metro Wastewater Ad Hoc Committee
December 1, 2023 – Metro Wastewater Ad Hoc Committee
December 5, 2023 – Metro Wastewater Ad Hoc Committee
December 12, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

DATE: December 12, 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:

November 16, 2023 - Participated in the Home Start Walk and Rally for Runaway and Homeless Youth

November 18, 2023 - Attended event for Elected Officials at Bernardo Winery

November 25, 2023 - Participated in Holiday Lights on Main Street

November 30, 2023 - Attended Valor event for Veterans of East County (VECA)

December 5, 2023 - Attended meeting of El Cajon Collaborative

December 7, 2023 - Attended orientation meeting at Noah Homes

December 9, 2023 - Attended Winter Wonderland event at Wells Park

December 12, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 20.

DATE: December 12, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor 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:

November 25, 2023 – El Cajon Christmas Tree Lighting
November 30, 2023 – Veterans Alliance Awards Lunch
December 11, 2023 – League of California Cities
December 12, 2023 – City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Deputy Mayor



**City Council
Agenda Report**

DATE: December 12, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Steve Goble, Deputy Mayor and Phil Ortiz, City Councilmember
SUBJECT: Considering Shade Structures in Residential Front Yards

RECOMMENDATION:

That the City Council directs staff to provide an analysis of the merits of modifying the El Cajon Municipal Code to allow permanent and semi-permanent shade structures in residential front yards.

BACKGROUND:

When neighbors enjoy leisure time in their front yards, it enhances the relationships among themselves, creates safer streets, and increases the value of properties through greater use of the available land.

We have heard some El Cajon residents express a desire to have a permanent shade covering in their front yards to make time spent outside more pleasurable. Currently, accessory structures in front yards, such as pergolas, are prohibited under the City's Municipal Code. We believe that there is value in exploring whether to consider modifying the Municipal Code to allow such structures. Before proceeding with a formal request to modify the Municipal Code, we recommend that staff provides a cursory evaluation and opinion of whether a change to allow pergolas or other semi-permanent structures has value. Factors such as aesthetics, sturdiness of materials, securing to land to avoid damage from high winds, and setbacks for traffic visibility are some examples of considerations that could be included in staff's analysis.

Therefore, we are recommending that the City Council direct staff to consider the merits and drawbacks of the idea. Further, we recommend that staff's analysis be forwarded to the Planning Commission for review and input and then to the City Council for discussion.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The City Council's direction is exempt from the California Environmental Quality Act in accordance with section 15262 of the state CEQA Guidelines because it only requires an analysis or study for a possible future action.

Prepared By: Steve Goble, Deputy Mayor and Phil Ortiz, City Councilmember
Reviewed By: N/A
Approved By: N/A



City Council
Agenda Report

Agenda Item 22.

DATE: December 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case - In the course of construction of the City's El Cajon Boulevard Streetscape Project, City's contractor, Tri-Group Construction and Development, Inc., has presented numerous claims against the City for extra days and extra compensation under the contract.

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, December 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

Existing Facts and Circumstances: In the course of construction of the City's El Cajon Boulevard Streetscape Project, City's contractor, Tri-Group Construction and Development, Inc., has presented numerous claims against the City for extra days and extra compensation under the contract.

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



**City Council
Agenda Report**

DATE: December 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation -
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section
54956.9: One (1) potential case

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, December 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9:

Number of Potential cases: 1

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

DATE: December 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation
- pursuant to paragraph (1) of subdivision (d) of Government Code section
54956.9: Tri-Group Construction & Development, Inc. v. City of El Cajon;
Superior Court of California, County of San Diego; Case No. 23SC03197C

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, December 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

Tri-Group Construction & Development, Inc. v. City of El Cajon
Superior Court of California, County of San Diego
Case No. 23SC03197C

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 25.

DATE: December 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation
- pursuant to paragraph (1) of subdivision (d) of Government Code section
54956.9: Truck and SUV Superstore, Inc. v. City of El Cajon; Superior
Court of California, County of San Diego; Case No.
37-2023-00050319-CU-EI-CTL

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, December 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

Truck and SUV Superstore, Inc. v. City of El Cajon
Superior Court of California, County of San Diego
Case No. 37-2023-00050319-CU-EI-CTL

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 26.

DATE: December 12, 2023

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: Two (2) potential cases - Alan Cunningham dba California Registration Services, and Stett's Iron Horse Ranch, have each submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape Project, which abuts the claimants' businesses.

RECOMMENDATION:

That the following Closed Session be scheduled for the Joint City Council / Housing Authority / Successor Agency to the El Cajon Redevelopment Agency meeting on Tuesday, December 12, 2023, at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

Existing Facts and Circumstances: Alan Cunningham dba California Registration Services, and Stett's Iron Horse Ranch, have each submitted a Claim for Damages alleging loss of profits and other damages due to construction on the El Cajon Boulevard Streetscape project, which abuts the claimants' businesses.

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms
