



City Council Participation



Time and Location

2nd and 4th Tuesday of each month. 3:00 PM

Council Chambers
200 Civic Center Way
El Cajon, CA 92020



Watch Online

elcajon.gov/videostreaming
or Facebook Live (comments are not monitored)



In-Person Comments

Members of the public may address the City Council/Agency Members on any item listed on the agenda, or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council, Housing Authority and Successor Agency to the El Cajon Redevelopment Agency.

Public comments are limited to three (3) minutes per person, per agenda item.
[CLICK HERE](#) for additional instruction on in-person comments.



Written Comments

Comments must be emailed to acortez@elcajon.gov or mailed to the City Clerk at 200 Civic Center Way, El Cajon, CA 92020 and received by 4:00 pm the day prior to the City Council meeting for prompt distribution. Written public comments will be recorded in the public record and will be provided to the City Council in advance of the meeting for review.



Listening Devices and other Accommodations

ALDs are available from the City Clerk's office. As required by the Americans with Disabilities Act (ADA), requests for reasonable accommodations to facilitate meeting participation will be provided, please contact the City Clerk's office at least two (2) working days prior to the meeting at 619.441.1763.



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda

OCTOBER 22, 2024, 3:00 p.m.

Bill Wells, Mayor

Steve Goble, Councilmember

Gary Kendrick, Councilmember

Michelle Metschel, Councilmember

Phil Ortiz, Deputy Mayor

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 October 8, 2024, Meeting and the Agenda of the October 22, 2024, Meeting in accordance to State Law and City Council/Housing Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

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 October 8, 2024, 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. Continuation of Emergency for Storm Damage Repairs to Public Facilities

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

5. Continuation of Emergency for Sewer System Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Sewer System Repairs.

6. Central Zone Radio Grant Acceptance and Cost Share Approval

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept El Cajon's share of the Central Zone Radio Grant for 23 radios, approve the expenditure of cost share funds in the amount of \$5,201, and to execute any documents and agreements necessary for receipt of the radios.

7. Authorization to Accept, Appropriate, and Expend the Energy Efficiency and Conservation Block Grant Program Funds

RECOMMENDATION:

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

1. Authorize the City Manager, or designee, to execute any documents and agreements necessary to receive and use Energy Efficiency and Conservation Block Grant funds;
2. Accept, appropriate, and expend \$155,020 from the Energy Efficiency and Conservation Block Grant (EECBG25) program; and
3. Appropriate the \$155,020 of Energy Efficiency and Conservation Block Grant (EECBG25) funds to increase the Traffic Signals Upgrades 2025 Project (253853PWCP).

8. San Diego River Conservancy Direct Grant Program Funds for Broadway Creek Restoration Phase B

RECOMMENDATION:

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

1. Authorize the City Manager, or designee, to execute the San Diego River Conservancy grant agreement and such other documents associated with this grant;
2. Accept, appropriate, and expend the \$2,000,000 San Diego River Conservancy Grant (SDRGB2202); and
3. Appropriate the \$2,000,000 San Diego River Conservancy Grant (SDRGB2202) and \$200,000 of existing Wastewater Enterprise Fund (650740) funding to increase the Broadway Creek Restoration Phase B Project (223756PWCP) by \$2,200,000.

9. Acceptance of the Neighborhood Streetlights 2022 Project (223742PWCP)

RECOMMENDATION:

That the City Council:

1. Accepts the Neighborhood Streetlights 2022 Project (223742PWCP), Bid No. 011-23; and
2. Authorizes the City Clerk to record a Notice of Completion and release bonds in accordance with the contract terms.

10. 2024-2025 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager or his designee to accept the California Office of Traffic Safety STEP Grant in the amount of \$100,000 and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
2. Appropriates and expends the California Office of Traffic Safety STEP Grant funds in the amount of \$83,049 for overtime, \$2,482 for training and travel, \$3,269 for supplies, and \$11,200 for a Lidar Device for a total grant award of \$100,000.

11. Initiation of Zoning Code Amendments to Align with Recently Adopted State Laws, and Clarifications and Refinements to Existing Regulations

RECOMMENDATION:

That the City Council, in accordance with El Cajon Municipal Code section 17.20.020(D), initiates an amendment of Title 17 (Zoning Code).

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

ADMINISTRATIVE REPORTS:

12. Reallocation of American Recovery Program Act Funds and Grant Agreements with the Chaldean Community Council, the Newcomers Support & Development, and the Downtown El Cajon Business Partners, Inc.

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution, in order, approving a grant agreement for an amount not to exceed \$609,950 with the Chaldean Community Council for tenant improvements at 405 East Lexington Avenue;
2. Adopts the next Resolution, in order, approving a grant agreement for an amount not to exceed \$150,000 with Newcomers Support & Development;
3. Adopts the next Resolution, in order, approving a grant agreement for a minimum of \$300,000 with the Downtown El Cajon Business Partners for capital improvements to the downtown area; and
4. Accepts the proposed ARPA adjustments as follows:
 - Re-allocate \$5,771 from Emergency Wells Park Restroom Repairs (ARP18) to ARP25: “Downtown Public Space Enhancements”;
 - Re-allocate \$609,950 from Economic Development (ARP08) to ARP20: “Small Business Incubator”;
 - Re-allocate \$150,000 from ARP08 to ARP24: “Newcomers Support & Development”;
 - Re-allocate the residual ARP08 funds to ARP25: “Downtown Public Space Enhancements”; and
 - Re-allocate \$68,000 from APR08 to ARP26: Fire Station Wellness.

13. Summary of the 2024 State Legislative Session

RECOMMENDATION:

This is an informational item only. No action from the City Council is required.

14. Annual Report from the Downtown El Cajon Business Partners and Property-Based Improvement District (PBID) Considerations

RECOMMENDATION:

That the City Council:

1. Considers receiving the 2024 Annual Report from the Downtown El Cajon Business Partners;
2. Receives an update on progress made towards recommendations from the New City America report from February 13, 2024; and
3. Provides feedback on possible action related to the Property-Based Improvement District (PBID).

15. Mayor and City Council Cafeteria Benefits Review

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, adjusting the cafeteria benefit allotment from \$1,450 per month to \$1,550 per month, effective January 2025, for Mayor and City Councilmembers.

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. **COUNCILMEMBER STEVE GOBLE**

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

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. **DEPUTY MAYOR PHIL ORTIZ**

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

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

21. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Robert Farren v. City of El Cajon; WC Claim No. 24000956
22. Closed Session - Public Employee Performance Evaluation: City Manager

ADJOURNMENT: The Adjourned Regular Joint Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 22nd day of October 2024, is adjourned to Tuesday, November 12, 2024, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: October 22, 2024

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 October 8, 2024, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

10-08-24DRAFTminutes - 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

October 8, 2024

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, October 8, 2024, was called to order by Mayor/Chair Bill Wells at 3:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present: Goble, Kendrick, and Metschel
Council/Agencymembers absent: None
Deputy Mayor/Vice Chair present: Ortiz
Mayor/Chair present: Wells
Other Officers present: Mitchell, City Manager/Executive Director
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Janzer, Deputy 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 September 24, 2024, meeting and the Agenda of the October 8, 2024, meeting in accordance with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- Presentation: Hauntfest on Main
- Proclamation: National Fire Prevention Week
- Proclamation: National Community Planning Month

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 10)

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

Approve Minutes of the September 24, 2024, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approve payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title Only

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

4. Continuation of Emergency for Storm Damage Repairs to Public Facilities

Adopt Resolution No. 152-24 proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

5. Continuation of Emergency for Sewer System Repairs

Adopt Resolution No. 153-24 proclaiming the Continuation of Emergency for Sewer System Repairs.

CONSENT ITEMS: (Continued)

6. 2025 Calendar of Meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency

Review the proposed 2025 calendar of meetings for the City Council/Housing Authority/Successor Agency to the Redevelopment Agency, make appropriate modifications, or accept as presented.

7. Fiscal Year 2024-25 First Quarter Report

Increase or modify Fiscal Year 2024-25 appropriations in the net amount of \$324,160 for additional needs as detailed in this report; Authorize the proposed personnel changes detailed in this report; and Authorize the proposed capital expenditures detailed in this report.

8. June 30, 2024 Quarterly Treasurer's Report

Receive the Treasurer's Report for the quarter ended June 30, 2024.

9. Award of RFP No. 016-25 – Pavement Management System

Adopt Resolution No. 154-24 to enter into an agreement with New Mexico Applied Research Associates, Inc. (NMARAI), in an amount not to exceed \$70,960 for a one-year term.

PULLED BY A MEMBER OF THE CITY COUNCIL:

10. Classification Updates for Parks Ranger Supervisor and Senior Public Works Maintenance Worker

RECOMMENDATION:

That the City Council approves and authorizes the classification updates for Parks Ranger Supervisor and Senior Public Works Maintenance Worker.

DISCUSSION:

Discussion ensued amongst the City Council and staff in regard to:

- The position will be removed from the Police Department's budget and added to the Parks and Recreation budget; and
- This would be a new position in the Parks and Recreation department.

CONSENT ITEMS: (Item 10 – Continued)

Approve and authorize the classification updates for Parks Ranger Supervisor and Senior Public Works Maintenance Worker.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT:

Brenda Hammond stated she was looking forward to the car show on Wednesday night.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS: None

ADMINISTRATIVE REPORTS:

- 11. Stoney's Neighborhood Park Fitness Equipment and Playground Resurfacing – Project Acceptance

RECOMMENDATION:

That the City Council:

- 1. Accepts the Stoney's Neighborhood Park Fitness Equipment, Job No. STONEY PARK 233797PRCP;
- 2. Accepts the Stoney's Neighborhood Park Playground Resurfacing, Job No. STONEY PARK 233789PWCP; and
- 3. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

DISCUSSION

Director of Parks and Recreation, Adam Tronerud, introduced the Deputy Director of Parks and Recreation, Julie Alon, who provided detailed information of the Item.

No public comment was received.

Discussion ensued amongst City Council and Staff regarding the location of the park and dogs not being allowed at Stoney's Neighborhood Park.

ADMINISTRATIVE REPORTS: (Item 11 – Continued)

MOTION BY ORTIZ, SECOND BY KENDRICK, to Accept the Stoney's Neighborhood Park Fitness Equipment, Job No. STONEY PARK 233797PRCP; Accept the Stoney's Neighborhood Park Playground Resurfacing, Job No. STONEY PARK 233789PWCP; and Authorize the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

MOTION CARRIED BY UNANIMOUS VOTE.

12. Memorandum of Understanding with MTS for Bus Shelter and Bus Bench Advertising, Installation, and Maintenance

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to authorize the City Manager to execute a Memorandum of Understanding (MOU) with the San Diego Metropolitan Transit System (MTS) Regarding Bus Shelter and Bus Bench Advertising, Installation and Maintenance, substantially in the form as presented at this meeting, with any such changes and refinements as may be necessary and approved by the City Manager.

DISCUSSION

Director of Public Works Operations, David Richards, provided detailed information of the Item.

No public comment was received.

Director of Public Works Operations, David Richards, introduced Mark Olson, representing MTS, to answer questions.

Discussion ensued amongst City Council and Staff concerning the following:

- Which San Diego cities currently have an agreement with MTS;
- Notifying MTS if service or security is needed;
- Preventing homeless from sleeping at bus stops;
- Bench designs;
- Reducing the City's liability;
- Allowing the City Manager to make changes deemed necessary;
- Amount of bus stops that could be transitioned to the MTS program;
- Timeline for transitioning the bus stops;
- Restricting advertisements; and
- The City would not forfeit Transportation Act (TDA) funds.

ADMINISTRATIVE REPORT: (Item 12 – Continued)

MOTION BY GOBLE, SECOND BY METSCHEL, to ADOPT Resolution No. 155-24, to authorize the City Manager to execute a Memorandum of Understanding (MOU) with the San Diego Metropolitan Transit System (MTS) Regarding Bus Shelter and Bus Bench Advertising, Installation and Maintenance, substantially in the form as presented at this meeting, with any such changes and refinements as may be necessary and approved by the City Manager.

MOTION CARRIED BY UNANIMOUS VOTE.

13. Consider an Amendment to the Downtown Master Plan (Specific Plan No. 182) to Provide Allowances for New On-Sale Alcoholic Beverage Sales Establishments in the Downtown Area

RECOMMENDATION:

That the City Council provide direction on beverage sales establishments in the Downtown Area.

DISCUSSION

Assistant City Manager DiMaggio provided detailed information of the Item.

No public comment was received.

Discussion ensued amongst City Council and Staff concerning the following:

- The need for more night entertainment options;
- Boundaries to new zoning;
- Preventing alcohol sales to minors;
- New businesses would be approved through Conditional Use Permits;
- Which cities El Cajon would like to mirror; and
- Getting the PBID involved.

No Motion required for the Item.

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

Council Activities Report/Comments.

In addition to the submitted report, Councilmember Goble stated MTS' new Copper Line is now operational.

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.

In addition to the submitted report, Councilmember Metschel stated she attended the East County Economic Development Council on October 8, 2024, and toured a new sober living facility in Lakeside.

18. DEPUTY MAYOR 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 8th day of October, 2024, at 4:18 p.m., to Tuesday, October 22, 2024, at 3:00 p.m.

DRAFT
ANGELA L. CORTEZ, CMC
City Clerk/Secretary



City Council Agenda Report

Agenda Item 4.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Engineering Services
SUBJECT: Continuation of Emergency for Storm Damage Repairs to Public Facilities

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Storm Damage Repairs to Public Facilities.

BACKGROUND:

This report provides an update on the Emergency Storm Damage Repairs to public facilities incurred by our City due to recent storms. On February 15, 2024, the City Manager declared an emergency for immediate repairs to protect surrounding property, maintain the integrity of critical stormwater infrastructure, and preserve life and safety. On February 27, 2024, the City Council ratified the City Manager's Declaration and established a Declaration of Emergency with Resolution No. 021-24. The following is an overview of actions taken and next steps:

Stormwater Channels - COMPLETED

On March 27, 2024, Jimenez Inc. dba MJC Construction (MJC Construction) completed the concrete channel bottom and wall repairs on the County Channel and Forester Creek. The repairs included water diversion and the removal and replacement of steel-reinforced concrete. The initial anticipated cost estimate for repairs was \$200,000. With all the work completed, the final amount was \$150,000.

Collapsed Trees - COMPLETED

West Coast Arborist completed the removal of a collapsed tree on Avocado Avenue and a tree obstructing the natural storm channel along the east side of Avocado Avenue. The estimated cost for removal was \$10,000, with the final cost being \$11,281.25.

Slope Erosion - IN PROCESS

On March 12, 2024, Kleinfelder, a geotechnical engineering company, visited the site to observe the slide area. The geologist completed the geologic mapping of the western slope of Avocado Avenue north of Skywood Drive and provided preliminary recommendations on addressing the slope erosion. The recommendations included methods to mitigate the existing slope erosion, including digging back the upper ten feet of the slope to a shallower gradient, removing overhangs and vertical slope sections, and installing a catchment structure along the slope toe to impede or slow any failed material. Staff coordinated the work to remove immediate hazards with contractors experienced with slope remediation techniques.

Montano Pipeline completed the work associated with the upper slope area (digging back to a shallower gradient) on April 30, 2024. The approximate cost for this work was \$262,656. Kleinfelder performed the catchment structure design. A sonic core drilling subcontractor performed work on May 15 and 16, 2024. The data generated from the sonic core drilling subcontractor allowed Kleinfelder to specify the type, length, and spacing/layout of the rock anchors for the rock netting mitigation system. Geotechnical engineering design and inspection work is estimated to cost \$225,000. Kleinfelder completed the design of the catchment structure, and Montano Pipeline is currently installing the catchment structure at an approximate cost of \$607,360.

A professional Land Surveying consultant marked the City of El Cajon's slope-and-drainage easement, recorded in 1973, and confirmed the jurisdictional boundaries. The #2 southbound lane of Avocado Avenue remains closed to traffic. Initially, there were some assumptions that several private property owners had liability in the slope failure. However, after further investigation, it is apparent that the City will bear responsibility for repair and mitigation measures. Surveying work is estimated to cost \$15,000.

The completion for this project is estimated to be toward the end of November 2024.

Wells Park Baseball Dugouts - COMPLETED

The Wells Park dugout roofs on the baseball fields collapsed during the storm due to heavy rain and moisture. Staff coordinated the structural design and replacement of both structures with MJC Construction. The contractor completed the demolition of both structures. Both structures were pushed out to avoid new conflicts with an existing water line. The cost to replace both structures at the new location was \$53,687.

On March 12, 2024, City staff attended a mandatory meeting regarding authorized California Disaster Assistance Act (CDAA) funding for San Diego County for the January 2024 Winter Storm to help impacted communities recover from the event. City staff submitted the necessary documentation to apply for reimbursement utilizing the CDAA Program. If it is determined that our emergency expenditures are eligible costs, Cal OES will reimburse the City for up to 75% of eligible repair work costs related to this emergency.

In June 2024, the City received three letters of approval from Cal OES, approving the 75% reimbursement for the completed work on the stormwater channels, collapsed trees, the purchase of sand/sandbags, and an administration allowance. Staff submitted the reimbursement request for the dugouts on August 28, 2024. Staff will submit the pending reimbursement request after the slope repair work is completed.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15269(b) (Emergency Projects) of the State CEQA Guidelines.

FISCAL IMPACT:

Sufficient funds are available in the Fiscal Year 2024-25 budget in Wastewater Maintenance (650720) and Wastewater NPDES (650740) for the remaining anticipated repair costs of \$900,000. The expected total cost for this emergency is approximately \$1,325,000.

Prepared By: Yazmin Arellano, Engineering Services Department Director

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON PROCLAIMING THE
CONTINUATION OF EMERGENCY FOR STORM DAMAGE REPAIRS

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

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

WHEREAS, after the discovery of storm-caused damage in three (3) locations in Forester Creek and damage at another location of a storm drain channel north of Johnson Avenue (the "County Channel"); fallen and damaged trees on, and erosion on the western slope of, Avocado Avenue, north of Skywood Drive (adjoining City limits to the west); and later discovered collapsed dugout roofs at the Wells Park baseball fields, the City Manager declared an emergency on February 15, 2024; and

WHEREAS, while the repairs to the County Channel, the removal of fallen and damaged trees on Avocado Avenue, the repairs to the channel bottom of Forester Creek, and the Wells Park baseball dugouts have been completed, repairs to the slope erosion to the western slope of Avocado Avenue remain ongoing, and it is necessary for the City Council to again ratify the City Manager's proclamation of emergency on February 15, 2024, as ratified by the City Council on February 27, 2024, by Resolution No. 021-24; on March 12, 2024, by Resolution No. 024-24; on March 26, 2024, by Resolution No. 030-24; on April 9, 2024, by Resolution No. 035-24; on April 23, 2024, by Resolution No. 037-24; on May 14, 2024, by Resolution No. 046-24; on May 28, 2024, by Resolution No. 070-24; on June 11, 2024, by Resolution No. 080-24; on June 25, 2024 by Resolution No. 089-24; on July 9, 2024 by Resolution No. 102-24; on July 23, 2024, by Resolution No. 107-24; on August 13, 2024 by Resolution No. 117-24; on September 10, 2024 by Resolution No. 136-24; on September 24, 2024 by Resolution No. 146-24; and on October 8, 2024 by Resolution No. 152-24.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 021-24, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act ("CEQA") Guidelines, and authorized staff to file a notice of exemption for this emergency project.

3. That the City Council hereby proclaims the continuation of the local emergency for storm damage repairs.

4. That the City Manager, or such person designated by the City Manager, is authorized and directed to apply for, and execute such documents required to establish eligibility to, reimbursement of storm repair work in accordance with such state and federal disaster relief programs established to assist local governments following the January 2024 Winter Storm, including, but not limited to, the California Disaster Assistance Act through the Governor's Office of Emergency Services.

5. That the local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of El Cajon.

10/22/24 CC Agenda
Reso - Proclaiming Emergency Continuation #15 for Storm Damage Repairs 101024



City Council Agenda Report

Agenda Item 5.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Engineering Services
SUBJECT: Continuation of Emergency for Sewer System Repairs

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, proclaiming the Continuation of Emergency for Sewer System Repairs.

BACKGROUND:

This report provides an update on the Emergency Sewer System Repairs of the sewer pipe running north up Graves Avenue from Beech Street to Lloyd Street, passing under Interstate 8. On May 29, 2024, the City Manager declared an emergency, recognizing the potential public health and environmental impacts, risks to existing utilities and infrastructure, private property, and potential impacts on freeway travel. On June 11, 2024, the City Council ratified the City Manager's declaration and established a Declaration of Emergency with Resolution No. 087-24. On June 25, 2024, the City Council proclaimed the continuation of emergency repairs to the sewer system with Resolution No. 093-24.

The following is an overview of actions taken and next steps:

City staff immediately contracted with A1 Total Service Plumbing (A1) upon the Declaration of Emergency. A1's assessment determined that the top portion of the pipe's liner had failed, causing the liner to fold inward and reduce the pipe's capacity by over 80%. The recommended repair method was to use a robotic cutter to remove the failed liner and replace it with a new one. During the liner removal operation, A1's equipment was compromised by a partial collapse of pipe and soil on the northern portion of the pipe closer to Lloyd Street, impeding the rehabilitation of the existing sewer pipeline. A1's approximate cost is \$1,060,000, and it included around-the-clock sewer bypass operations until June 29, 2024.

Staff coordinated with Caltrans, Ardurra Engineering, and Rove Engineering Construction Company (Rove) for the installation of a parallel sewer pipeline across Interstate 8. Ardurra Engineering's support services proposal is \$65,000, and Rove's proposal is \$1,972,491 to bore a steel-encased sewer pipeline within Caltrans' right-of-way and provide 24-hour sewer and stormwater bypass services.

The contractor completed the installation of the new steel-encased sewer pipeline across Interstate 8. The pipe is now active, and all bypass equipment and traffic control have been removed from City streets. The contractor abandoned the existing collapsed sewer pipeline. Caltrans approved the pipe abandonment methods, as most of this pipeline is located within

Caltrans' right of way. Pipe abandonment methods included filling the existing pipeline with a slurry cement mix and injecting compaction grout at void locations. The contractor's proposal did not include the pipe abandonment and compaction grout injection required by the Caltrans permit. This work was completed on October 14, 2024 (except for striping) and required a 56-hour closure of two freeway onramps and one travel lane along I-8. All the work is estimated to be completed by the end of October 2024. Staff is working with the contractor to obtain final invoices to prepare a Council staff report to pass a resolution to end this emergency.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Emergency repairs to publicly-owned service facilities necessary to maintain service essential to the public health, safety, or general welfare are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15269(b) (Emergency Projects) of the State CEQA Guidelines.

FISCAL IMPACT:

Sufficient funds are available in the Fiscal Year 2024-25 budget in Wastewater Maintenance (650720) for the remaining anticipated repair costs of \$2,550,000. The expected total cost for this emergency is approximately \$3,610,000.

Prepared By: Yazmin Arellano, Director of Public Works

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -24

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON PROCLAIMING THE
CONTINUATION OF EMERGENCY FOR SEWER SYSTEM REPAIRS

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

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

WHEREAS, in response to a sewer monitoring alarm on Monday, May 27, 2024, City staff immediately contacted A1 Total Service Plumbing ("A1") to assess the damage, and it was determined that the sewer pipe running north up Graves Avenue from Beech Street to Lloyd Street, passing under Interstate 8, had failed; and

WHEREAS, recognizing the potential health and environmental impacts, the City Manager declared an emergency on May 29, 2024; and

WHEREAS, while the sewer system repairs remain ongoing, it is necessary for the City Council to again ratify the City Manager's proclamation of emergency on May 29, 2024, as ratified by the City Council on June 11, 2024, by Resolution No. 087-24; on June 25, 2024, by Resolution No. 093-24; on July 9, 2024 by Resolution No. 103-24; on July 23, 2024 by Resolution No. 108-24, on August 13, 2024 by Resolution No. 118-24; on September 10, 2024 by Resolution No. 137-24; on September 24, 2024 by Resolution No. 147-24, and on October 8, 2024 by Resolution No. 153-24.

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

1. That the foregoing recitals are true and correct, and are the findings of the City Council.
2. That in adopting Resolution No. 087-24, the City Council approved an exemption from further environmental review under section 15269(b) (Emergency Projects) of California Environmental Quality Act Guidelines, and authorized staff to file a notice of exemption for this emergency project.
3. That during the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Disaster Council of this City shall be those prescribed by state law, ordinances, and resolutions of this City and by the City of El Cajon Emergency Plan.

4. That the City Manager, or such person designated by the City Manager, is authorized and directed to apply for, and execute such documents required to establish necessary and continuing repairs of the City's sewer system.

5. That the local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of El Cajon.

10/22/24 CC Agenda

Reso - Proclaiming Emergency Continuation #8 for Sewer System Repairs 092424



City Council Agenda Report

Agenda Item 6.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Bent Koch, Fire Chief
SUBJECT: Central Zone Radio Grant Acceptance and Cost Share Approval

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing the City Manager or designee to accept El Cajon's share of the Central Zone Radio Grant for 23 radios, approve the expenditure of cost share funds in the amount of \$5,201, and to execute any documents and agreements necessary for receipt of the radios.

BACKGROUND:

The San Diego Regional Fire & Emergency Services Foundation (Fire Foundation) has \$393,207 (90%) in funds approved for the acquisition of 200 radios to be used by the 11 San Diego County Central Zone fire agencies. The Central Zone has collectively committed a \$43,690 (10%) cost share for the grant. The total value of the grant is \$436,987.

On behalf of the Central Zone agencies, Alpine Fire Protection District (Alpine) agreed to lead this effort by working with each agency to determine the type and number of single head and dual head mobile and portable radios needed by each agency and then to order, acquire, pay for, and distribute all the radios. Each agency will reimburse Alpine for 10% of the cost of their radios. The Fire Foundation will reimburse Alpine for 90% of the cost of the radios, or a total of \$393,876, or until all available funds are expended, whichever shall first occur.

The \$393,876 funded by the Fire Foundation comes from a portion of a grant received from the San Diego River Conservancy. The Fire Foundation is solely involved in providing its share of the funding.

Acceptance will provide the El Cajon Fire Department with 23 new radios (9 mobile single head, 2 mobile dual head, and 12 portable). The cost for these radios is \$52,014. The grant will fund 90% of the costs (\$46,813) and El Cajon will pay a cost share of 10% (\$5,201). El Cajon will have full responsibility for the maintenance of its radios. The cost of maintenance will be absorbed in the regular Fire Suppression budget.

A finalized memorandum of understanding will be provided upon approval of all participating fire agencies. Once the order is placed, the turnaround time for the portable radios is approximately 45 days. The turnaround time for the mobile radios is approximately six months. It is anticipated that all radios will be received within the current fiscal year.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The activities to be funded by the Central Zone Radio Grant are exempt from the California Environmental Quality Act ("CEQA"). Pursuant to State CEQA Guidelines sections 15378(b)(2) and (5) on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT:

This award will provide \$52,014 in radios to El Cajon for a cost share expense of \$5,201. The cost share will be paid from using existing appropriations in Fire Suppression (101410).

Prepared By: Heather Moore Sheppard, Sr. Management Analyst

Reviewed By: Bent Koch, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Fire Foundation MOU and Allocation by Agency

RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL CAJON AUTHORIZING THE ACCEPTANCE OF THE
CENTRAL ZONE RADIO GRANT FOR THE PURCHASE OF RADIOS
FOR USE BY THE EL CAJON FIRE DEPARTMENT, AND
APPROVING A CITY OF EL CAJON COST SHARE OF 10%

WHEREAS, the San Diego Regional Fire & Emergency Services Foundation has approved \$393,207 (90%) in funds for the acquisition of 200 radios (the "Grant") to be used by the 11 San Diego County Central Zone fire agencies (the "Central Zone"), and the Central Zone has collectively committed a total \$43,690 (10%) cost share for the Grant (with each agency being responsible for their prorated cost share), with the total Grant value of \$436,987; and

WHEREAS, acceptance of the Grant will provide the El Cajon Fire Department with 23 new radios; and

WHEREAS, the total cost for the radios is \$52,014, of which the Grant will fund 90% (\$46,813), and the City of El Cajon (the "City") will pay a cost share of 10% (\$5,201.40); and

WHEREAS, the activities to be funded by the Grant do not constitute a project pursuant to California Environmental Quality Act ("CEQA") Guidelines section 15378 (b) paragraphs (2), (4) and (5) on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment; and

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

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby determines that the activities to be funded by the Grant do not constitute a project pursuant to CEQA Guidelines section 15378 (b) paragraphs (2), (4) and (5) on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment.
3. The City Council hereby authorizes the acceptance of the Grant for radio purchases with a value of \$52,014, and approves a 10% cost share in the amount of \$5,201.40.

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

10/22/24 CC Agenda

Reso – Accept Central Zone Radio Grand & Cost Share Approval 100824



SAN DIEGO REGIONAL FIRE & EMERGENCY SERVICES FOUNDATION AND THE SAN DIEGO COUNTY CENTRAL ZONE FIRE AGENCIES

MEMORANDUM OF UNDERSTANDING

The San Diego Regional Fire & Emergency Services Foundation (Fire Foundation) and the San Diego County Central Zone fire agencies enter into this MOU for the acquisition, ownership, operation, and maintenance of mobile and portable radios (Radios). The following fire agencies (each, an Agency, and collectively, the Central Zone) are parties to this MOU – Alpine Fire Protection District (Alpine), Barona Tribal Fire Department (Barona), Bonita/Sunnyside Fire Protection District (Bonita), Heartland Fire Communications Center (Heartland), City of El Cajon Fire Department (El Cajon), City of La Mesa Fire Department (La Mesa), City of Lemon Grove Fire Department (Lemon Grove), Lakeside Fire Protection District (Lakeside), San Miguel Fire Protection District (San Miguel), City of Santee Fire Department (Santee), and Sycuan Tribal Fire Department (Sycuan).

The Fire Foundation has \$393,207 (90%) in funds approved and the Central Zone has collectively committed \$43,690 (10%) for a total of \$436,987 for the acquisition of 200 Radios. (See attached schedule, San Diego Regional Fire Foundation / San Diego River Conservancy: Central Zone Radio Grant for a detailed listing by Agency of the radios to be acquired; the cost match by Agency; and the grant funding attributed to and received by each Agency.)

Alpine has agreed to lead this effort by working with each Agency to determine the type and number of single head and dual head mobile and portable radios needed by each Agency then to order, acquire, pay for, and distribute all the Radios. Each Agency will reimburse Alpine for 10% of the cost of their radios. The Fire Foundation will reimburse Alpine for 90% of the cost of the Radios, or a total of \$393,876, or until all available funds are expended, whichever shall first occur.

The \$393,876 funded by the Fire Foundation comes from a portion of a grant received from the San Diego River Conservancy (Conservancy). The Fire Foundation is solely involved in providing its share of the funding. Each Agency in the Central Zone has full responsibility for the maintenance of its Radios.

The Central Zone understands that in order to acquire the Radios it is necessary for the following actions to occur:

ACTIONS

1. Alpine, on behalf of the Central Zone, will purchase and pay for Radios, then provide the Fire Foundation a copy of the invoice and proof of payment. The Fire Foundation will then reimburse Alpine for its ninety percent (90%) portion of the acquisition cost as specified above. Alpine must give the Fire Foundation 90 days advance notice before the Fire Foundation's payment will need to be made, additionally, Alpine will have sole responsibility for collecting the ten percent (10%) of the cost being paid by each agency.
2. Alpine will provide the Fire Foundation pictures of the Radios within 30 days of receipt of the Radios. Alpine will also arrange for a group picture of all the Fire Chiefs receiving Radios.
3. Each Agency in the Central Zone shall be responsible for furnishing any additional funds that may be necessary to put the Radios into service.

4. Each Agency will hold title to the Radios provided to it and for which it has reimbursed Alpine its share of 10% of the cost of each Radio acquired by it.
5. The term of the MOU is upon approval through December 31, 2029.

PROJECT EXECUTION

Each Agency will:

1. Ensure that personnel utilizing the Radios are trained and qualified in their safe use;
2. Maintain the Radios in good working order and store them in a manner to safeguard this asset;
3. Be solely responsible for all ownership, operating, permitting, repairs, and maintenance expenses associated with their Radios, for the useful life of the Radios; and
4. Make their Radios available for inspection by the Fire Foundation or the Conservancy at mutually agreed times.

PROJECT REPORTING AND ADMINISTRATION


1. Each Agency will endeavor to provide information and quotes from its Fire Chief to the Fire Foundation that can be included in a press release or various media outlets describing the project awarded and how it will benefit their community. Each Agency will mention the support of the Conservancy and the Fire Foundation in providing the Radios in its contact with the media, on social media postings, and on its website. Each Fire Chief is expected to participate in at least one event with the Fire Foundation promoting the funding of the Radios.
2. This MOU may be amended by mutual agreement in writing between the Central Zone fire agencies and the Fire Foundation.

PROJECT TERMINATION

1. If the Central Zone fails to complete this Project or comply with the terms of this MOU, the Central Zone shall be liable for immediate repayment to the Fire Foundation for the full amount paid by the Fire Foundation for the Radios.

This MOU is approved and effective upon receipt of the last signature from each Agency below:

Alpine Fire Protection District
Barona Tribal Fire Department
Bonita/Sunnyside Fire Protection District
Heartland Fire Communications Center
City of El Cajon Fire Department
City of La Mesa Fire Department
City of Lemon Grove Fire Department
Lakeside Fire Protection District
San Miguel Fire Protection District
City of Santee Fire Department
Sycuan Tribal Fire Department

	A	B	C	D	E	F	G	H
1								
2		Central Zone Radios						
3		San Diego Regional Fire Foundation / San Diego River Conservancy Grant						
4		Attachment to MOU						
5								
6								
7								
8	Radio Cost *	\$2,290.95	\$3,067.16	\$2,105.12				
9								
10	Agency	Mobile - Single Head	Mobile - Dual Head	Portable	Total Radios	Total Radio Cost	Agency Funded (10%)	Grant Funded (90%)
11	Alpine	0	0	9	9	\$18,946	\$1,895	\$17,051
12	Lakeside	8	0	0	8	\$18,328	\$1,833	\$16,495
13	El Cajon	9	2	12	23	\$52,014	\$5,201	\$46,813
14	La Mesa	6	5	16	27	\$62,763	\$6,276	\$56,487
15	Lemon Grove	3	1	5	9	\$20,466	\$2,047	\$18,419
16	Sycuan	5	0	15	20	\$43,032	\$4,303	\$38,728
17	HCFA	0	0	4	4	\$8,420	\$842	\$7,578
18	Santee	6	0	25	31	\$66,374	\$6,637	\$59,736
19	San Miguel	7	0	35	42	\$89,716	\$8,972	\$80,744
20	Barona	0	0	15	15	\$31,577	\$3,158	\$28,419
21	Bonita	0	0	12	12	\$25,261	\$2,526	\$22,735
22	Total	44	8	148	200	\$436,897	\$43,690	\$393,207
23								
24								
25								
26								
27	* Includes tax and shipping.							

SIGNATURE PAGE: CITY OF EL CAJON FIRE DEPARTMENT

On behalf of the San Diego Regional Fire & Emergency Services Foundation:

Joan Jones, Executive Director

Date

On behalf of the City of El Cajon Fire Department:

BTK

Bent Koch, Fire Chief

09/19/24

Date

DRAFT



City Council Agenda Report

Agenda Item 7.

DATE: October 22, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Yazmin Arellano, Director of Engineering Services

SUBJECT: Authorization to Accept, Appropriate, and Expend the Energy Efficiency and Conservation Block Grant Program Funds

RECOMMENDATION:

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

1. Authorize the City Manager, or designee, to execute any documents and agreements necessary to receive and use Energy Efficiency and Conservation Block Grant funds;
2. Accept, appropriate, and expend \$155,020 from the Energy Efficiency and Conservation Block Grant (EECBG25) program; and
3. Appropriate the \$155,020 of Energy Efficiency and Conservation Block Grant (EECBG25) funds to increase the Traffic Signals Upgrades 2025 Project (253853PWCP).

BACKGROUND:

The Department of Energy (DOE) established the Infrastructure Investment and Jobs Act (IIJA) Energy Efficiency and Conservation Block Grant (EECBG) Program to assist eligible states, local jurisdictions, and Indian Tribes in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors; and
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities.

On May 22, 2024, the Engineering Services Department applied for \$155,020 from the Department of Energy EECBG Program. On October 1, 2024, City staff was notified that the funds were awarded. In order to receive and use the grant funds, City staff recommends that the City Council adopt a resolution that accepts, appropriates, and authorizes the City Manager or approved designee to expend the grant funds according to the Department of Energy EECBG Program and City guidelines.

The Department of Energy EECBG Program funds will be used to install new video detection cameras to help reduce vehicle greenhouse gas emissions, number of stops and delays, and assist with synchronizing traffic signals at major intersections in the City. The existing video detection cameras at select intersections in the City have reached their lifespan and need to be replaced with newer cameras. It should be noted that these cameras are used for detecting vehicles only and are not used for "red light" enforcement purposes.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Authorization to accept, appropriate, and expend the Department of Energy EECBG Program funds to assist the City in installing new video detection cameras to help reduce vehicle greenhouse emissions is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guideline section 15301 as it is a minor alteration of an existing public facility involving negligible or no expansion of an existing use.

FISCAL IMPACT:

The City will receive \$155,020 of Energy Efficiency and Conservation Block Grant (EECBG25) funds to increase the project budget of the Traffic Signals Upgrades 2025 Project (253853 PWCP) to an amended project budget of \$655,020.

Prepared By: Olga Reyes, Principal Civil Engineer

Reviewed By: Yazmin Arellano, Director of Engineering Services

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Grant Award Notification

RESOLUTION NO. -24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING THE ACCEPTANCE OF ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT FUNDS FOR THE TRAFFIC SIGNAL
UPGRADE PROJECT AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A GRANT AGREEMENT

WHEREAS, on May 22, 2024, the City of El Cajon (the "City") Engineering Services Department applied for \$155,020 from the Department of Energy's Energy Efficiency and Conservation Block Grant ("EECBG") Program; and

WHEREAS, on October 1, 2024, City staff was notified that the funds were awarded; and

WHEREAS, the funds will be used to fund installation of new video detection cameras (the "Project") to help reduce vehicle greenhouse gas emissions, through the reduction of the number of stops and delays, and assist with synchronizing traffic signals, at major intersections in the City; and

WHEREAS, installation of these cameras will assist the City in implementing strategies to: reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities; reduce the total energy use of the City; improve energy efficiency in the City's transportation sector, building sector, and other appropriate sectors; and build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities; and

WHEREAS, in this instance, installing new video detection cameras to help reduce vehicle greenhouse emissions is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guideline section 15301 as it is a minor alteration of an existing public facility involving negligible or no expansion of an existing use; and

WHEREAS, the City Council believes it to be in the best interests of the City to authorize the City Manager to sign the EECBG Grant Agreement (the "Agreement") to accept EECBG grant funds in the sum of \$155,020, with funding of the Project to be included in the Traffic Signals Upgrades 2025 Project (253853 PWCP).

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

1. The above recitals are true and correct and are the findings of the City Council.
2. The City Council hereby authorizes the acceptance and appropriation of the EECBG grant funds in the sum of \$155,020, for the Project.

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

10/22/24 CC Agenda
Reso – Accept EECEBG Grant for Greenhouse Gas Camera Project 100824

Yazmin Arellano

From: Bragg, Audrey <audrey.bragg@hq.doe.gov>
Sent: Monday, September 30, 2024 6:27 AM
To: Olga Reyes
Cc: Mario Sanchez; Yazmin Arellano; Zapata, Ana (FELLOW)
Subject: Congratulations! - Energy Efficiency and Conservation Block Grant Program: City of El Cajon, CA (SE0000644)

CAUTION: [EXTERNAL EMAIL] Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Olga,

Congratulations! Your EECBG Award (SE0000644) is ready for acknowledgement in [FedConnect](#). If you're having difficulty finding or acknowledging your award in FedConnect, the [FedConnect Quick Start Guide \(page 10\)](#), will assist with any questions on locating and acknowledging your Award. Further assistance is available by contacting support@FedConnect.net or calling 1-800-899-6665 (8:00 a.m. to 8:00 p.m.).

Our next step is to schedule an award kickoff call where we'll provide an overview of the award including the reporting requirements and key resources. You're welcome to include all members of your team that would be involved in the project and award management. Please use this [booking page](#) to select a time that works best for you.

Information about the EECBG Program formula award is under media embargo until the official DOE announcement. DOE will provide you with a grantee media kit for use following the announcement. Questions about EECBG Communications can be sent to EECBG@hq.doe.gov.

Our thanks for your patience and engagement throughout the application process. We will proceed to approve your award in our PAGE system. We look forward to working with you and your team in deploying EECBG Program funds to achieve energy savings, reduce carbon emissions and advance Justice40 goals through investments in California!

Best,
Audrey

Audrey Bragg (she/her)

Project Officer, Energy Efficiency and Conservation Block Grant Program (EECBG)

Office of State and Community Energy Programs (SCEP)

U.S. Department of Energy

m. 240-780-1899 | www.energy.gov/scep





City Council
Agenda Report

Agenda Item 8.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Engineering Services
SUBJECT: San Diego River Conservancy Direct Grant Program Funds for Broadway Creek Restoration Phase B

RECOMMENDATION:

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

1. Authorize the City Manager, or designee, to execute the San Diego River Conservancy grant agreement and such other documents associated with this grant;
2. Accept, appropriate, and expend the \$2,000,000 San Diego River Conservancy Grant (SDRGB2202); and
3. Appropriate the \$2,000,000 San Diego River Conservancy Grant (SDRGB2202) and \$200,000 of existing Wastewater Enterprise Fund (650740) funding to increase the Broadway Creek Restoration Phase B Project (223756PWCP) by \$2,200,000.

BACKGROUND:

The San Diego River Conservancy (SDRC) is a state agency authorized to work in the San Diego River Watershed to implement multi-benefit projects that protect and enhance the San Diego River and its connected resources. The SDRC is authorized to undertake projects and award grants to achieve its goals. The SDRC's jurisdiction includes the San Diego River and its tributaries, including Forester Creek. The SDRC's Direct Grant Program seeks to support multi-benefit projects that advance several goals, including conserving land, protecting resources, improving water quality, protecting and enhancing wildlife, and protecting the natural and scenic beauty of the San Diego River watershed.

On February 22, 2024, the Engineering Services Department applied to the SDRC Grant Program. On April 15, 2024, the City executed a grant agreement with the SDRC for \$2,000,000 for the Broadway Creek Restoration Phase B Project. City staff recommends that the City Council adopt a resolution that accepts, appropriates, and authorizes the City Manager or approved designee, to expend the grant funds according to the SDRC and City guidelines.

The SDRC Grant Program funds for the Broadway Creek Restoration Phase B - Construction Project in El Cajon will accomplish the second phase of the creek restoration. The scope intends to mitigate severe channel erosion and scour as prevalent in the existing condition and protect private property from further damage. The Project is a high priority due to the prolonged impact of surface water on public and private assets and capacity issues inherent in the existing creek. The Project also aims to restore vital biological habitat in the community and improve a disadvantaged area in the City of El Cajon. The Project is a collaboration between the City of El

Cajon and the County of San Diego.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

On May 11, 2021, the City Council adopted Resolution No. 040-21 approving a Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program for the Broadway Creek Restoration Project in accordance with the California Environmental Quality Act. The MND evaluated potential environmental impacts of the project and determined that the potential impacts were less than significant with the incorporation of mitigation measures. Subsequently, a Notice of Determination in compliance with Section 21108 of the Public Resources Code was filed with the County Clerk.

FISCAL IMPACT:

The City will receive \$2,000,000 in San Diego River Conservancy Grant (SDRGB2202) funds to increase the Broadway Creek Restoration Phase B Construction Project (223756PWCP) budget. The grant agreement requires a local match of 10%, so an additional \$200,000 of Wastewater Enterprise Fund (NPDES Compliance - 650740) funding will be used to satisfy this requirement. The total amended project budget, if approved, will total \$4,332,713.

Prepared By: Olga Reyes, Principal Civil Engineer

Reviewed By: Yazmin Arellano, Director of Engineering Services

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

Grant Agreement

RESOLUTION NO. -24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING THE ACCEPTANCE OF SAN DIEGO RIVER CONSERVANCY GRANT
FUNDS FOR CONSERVATION AND PROTECTION OF THE SAN DIEGO RIVER
WATERSHED AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A GRANT AGREEMENT

WHEREAS, on February 22, 2024, the City of El Cajon (the "City") Engineering Services Department applied for \$2,000,000 from the San Diego River Conservancy ("SDRC") Direct Grant Program; and

WHEREAS, on April 15, 2024, City staff was notified that the funds were awarded; and

WHEREAS, the funds will be used to fund the Broadway Creek Restoration Phase B - Construction Project in El Cajon that will accomplish the second phase of the creek restoration (the "Project") in collaboration between the City of El Cajon and the County of San Diego; and

WHEREAS, the Project intends to mitigate severe channel erosion and scour as prevalent in the existing condition and protect private property from further damage. The Project is a high priority due to the prolonged impact of surface water on public and private assets and capacity issues inherent in the existing creek; and

WHEREAS, the Project also aims to restore vital biological habitat in the community and improve a disadvantaged area in the City of El Cajon; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 040-21 approving a Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program for the Broadway Creek Restoration Project in accordance with California Environmental Quality Act (CEQA) guidelines, which evaluated potential environmental impacts of the project and determined that the potential impacts were less than significant with the incorporation of mitigation measures; and

WHEREAS, subsequently, a Notice of Determination in compliance with section 21108 of the Public Resources Code was filed with the County Clerk; and

WHEREAS, the City Council believes it to be in the best interests of the City to authorize the City Manager to sign the SDRC Grant Agreement (the "Agreement") to accept SDRC grant funds in the sum of \$2,000,000, to be used by the Engineering Services Department for the Broadway Creek Restoration Phase B Construction Project (223756 PWCP) and to increase existing Wastewater Enterprise Program funds and CDBG Program funds from the County of San Diego.

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

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

2. The City Council hereby authorizes the acceptance and appropriation of the SDRC grant funds in the sum of \$2,000,000, for the Project.

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

10/22/24 CC Agenda
Reso – Accept SRDC Grant for SD River Watershed Project 100924

STATE OF CALIFORNIA
STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER SDRG-B22-02	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000703	

THIS AGREEMENT, made and entered into this 15TH day of APRIL, 2024, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY San Diego River Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME City of El Cajon		, hereafter called the Grantee.

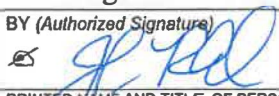
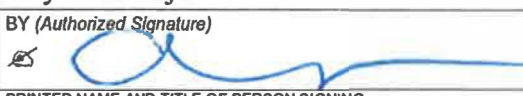
The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:


The San Diego River Conservancy (Conservancy) acting pursuant to Division 22.9 of the California Public Resources Code, Sections 32630-32658, and its Resolution 24-15 approved on March 28, 2024, hereby grants to the City of El Cajon (Grantee) a sum not to exceed \$2,000,000.00 (Two Million Dollars and Zero Cents), subject to the terms and conditions of this grant agreement (Agreement).

The Grantee shall use these funds to enhance water conveyance capacity restoring earthen channel to stabilize Broadway Creek's contours and decrease flooding and erosion along Broadway Creek Phase B (Project), a tributary to the San Diego River, in accordance with Scope of Work, Exhibit A.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY San Diego River Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of El Cajon		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Julia L. Richards, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Graham Mitchell, City Manager		
ADDRESS & PHONE NUMBER 11679 Waterhill Road, Bldg. #2 Lakeside, CA 92040 (619) 390-0534	ADDRESS 200 Civic Center Way El Cajon, CA 92020 (619) 441-1785		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,000,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Budget Act of 2022		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	(OPTIONAL USE) Water Quality and Flood Conveyance			
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	ITEM 3845-101-0001	CHAPTER 43/249	STATUTE 2022	FISCAL YEAR 22/23
OBJECT OF EXPENDITURE (CODE AND TITLE) Grants and Subventions – Governmental (5432000)				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>				
SIGNATURE OF ACCOUNTING OFFICER 		DATE		

I certify that this agreement is exempt from Department of General Services approval.

Wendell Tapia

- GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

TERMS AND CONDITIONS OF GRANT

Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

Exhibit A: Scope of Work

Exhibit B: San Diego River Conservancy 24-15

Exhibit C: Request for Disbursement

Exhibit D: Operation and Maintenance Agreement

Special Provisions & Conditions Precedent

1. Term of Grant Agreement performance period is April 15, 2024, through April 30, 2026; Completion date and final Request for Disbursement due by June 30, 2026.
2. As precedent to the San Diego River Conservancy's (Conservancy) obligation to provide funding, upon completion of detailed Project design, plans and specifications, Grantee shall provide to the Conservancy for review and approval a scope of work, tasks, detailed budget, detailed site plan and planting palette demonstrating use of native vegetation. a
3. Grantee shall maintain, operate and use the property funded pursuant to this Grant for a minimum of twenty (20) years. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use of the property, pursuant to General Conditions, Section H, Use of Project Site, page 9.
4. On March 28, 2024, the Conservancy adopted Resolution 24-15 included in the staff recommendation attached as Exhibit B. This Agreement is executed under that authorization.
5. Recipients of Grant Funds shall submit plans to Conservancy Acknowledgment of Grant Funding and Sign Requirements prior to beginning work under this grant agreement, (see sections M and N of this agreement starting on page 12).

General Conditions

A. Project Execution

1. Subject to the availability of Grant monies in the Budget Act of 2022, the Conservancy hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount approved by the Governing Board of the Conservancy on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement, under the terms and conditions set forth in this Agreement and its Exhibits, hereby incorporated by reference.
2. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the term of the Agreement, unless a written amendment has been formally granted by the Conservancy under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but no later than 90 days before the end of the grant term.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with Section 21000, et. seq., California Code of Regulations Title 14, Section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits.
5. Project must comply with Labor Code Section 1771.5 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction, all applicable permits and licenses will have been obtained.
7. Grantee shall permit site visits by the Conservancy to determine if Project work is in accordance with the approved Scope of Work, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the Conservancy for prior approval any deviation from the original Scope of Work per Exhibit A.

9. Grantee shall provide photographs of the site and the Project before, during and after implementation of Project with progress and final reports.

B. Project Costs

1. The Conservancy may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:

a. On a reimbursement basis for project costs incurred within the invoice period.

b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the Conservancy, and the satisfactory completion of a site inspection by the Conservancy.

2. Payment & Documentation:

a. The Conservancy shall disburse funds for costs incurred to date, upon the Grantee's satisfactory progress on each Project task identified in the approved Scope. The Conservancy shall make the final disbursement, upon the Grantee's satisfactory completion of the Project and compliance with the "Project Completion" section, below, and upon the Conservancy's acceptance of the Project.

b. The Conservancy will reimburse the Grantee for expenses upon receipt of a "Request for Disbursement" form. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current mileage rate specified by the State of California.

c. The Grantee shall request disbursements by filing a fully executed "Request for Disbursement" form on a monthly or quarterly basis. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the invoice period; cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the Grant Agreement (see Exhibit C). An

authorized representative of the Grantee shall sign the form. Each form shall be accompanied by:

- A supporting progress report summarizing the current status of the Project and comparing it to the timeline and budget including written substantiation of completion for the portion of the Project for which the Grantee is requesting disbursement and copies of all invoices submitted by Grantee's subcontractors.

d. The Grantee's failure to fully execute and submit a Request for Disbursement form and invoice on a monthly or quarterly basis will relieve the Conservancy of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end date of the period of performance.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget included in Exhibit A.

5. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

C. Project Administration

1. Grantee shall promptly submit written progress reports with each Request for Disbursement or as the Conservancy may request. In any event, Grantee shall provide Conservancy a final report showing all Project expenditures.

2. Grantee shall make Project site available for inspection upon request by the Conservancy.

3. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion.

4. This Agreement may be amended by mutual agreement in writing between Grantee and Conservancy. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner.

5. All notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally or deposited in the United States mail by certified or registered mail, postage prepaid, to the following addresses (or to such other addresses

as either Party shall designate by notice in writing to the other Party in accordance herewith):

If to the Conservancy: Executive Officer
San Diego River Conservancy
1350 Front Street, Suite 3024
San Diego, California 92101

If to the Grantee: Yazmin Arellano, Deputy Director of Public Works
200 Civic Center Way, 4th Floor
El Cajon, CA 92020

6. Grantee must report to the Conservancy all sources of other funds for the Project with its final Request for Disbursement and final report. The Conservancy will request an audit of any Project that does not fully comply with this provision.

7. The Conservancy may suspend payments under, or terminate, this Grant Agreement if the Grantee fails to comply with any term or condition of this Grant Agreement or any other agreement with the Conservancy or any other state agency or if the Conservancy learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee in its performance of this agreement or any other agreement with the Conservancy or other state agency.

D. Project Completion

1. The Grantee shall complete the Projects by the completion date provided in the "Term of Agreement" section, above. Upon completion of the Projects, the Grantee shall supply the Conservancy with evidence of completion by submitting:

a. The plan and any other work products specified in the work program for the Project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.

b. A fully executed final "Request for Disbursement." The final disbursement form shall provide for cost accounting for all the tasks completed for the Project.

c. Within thirty days of the Grantee's submission of the above, the Conservancy shall determine whether the Grantee has satisfactorily completed the Project. If so, the Conservancy shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter.

E. Project Termination

1. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this Agreement (plus accrued interest) and

attorneys' fees. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this Agreement.

2. If the Conservancy terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Conservancy under this Agreement. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.
3. Failure by the Grantee to comply with the terms of this Agreement may be cause for suspension of all obligations of the Conservancy hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the Conservancy hereunder if in the judgment of the Conservancy such failure was due to no fault of the Grantee. At the discretion of the Conservancy, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Final payment will not be made until the Project conforms substantially to this Agreement, as determined by the Conservancy.

F. Indemnification

1. To the extent permitted by law, Grantee shall defend, indemnify and hold harmless the Conservancy, its officers, employees and agents ("Indemnified Persons") from and against any and all liability, loss, expense, attorney's fees, or claims for any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information

provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons.

2. Grantee must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to Grantee in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of Grantee in any contract or subcontract. To the fullest extent permitted by law, Grantee agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement. Grantee agrees that in the event Conservancy is named as a party in any action arising out of this Agreement, the Grantee shall notify Conservancy of such fact and shall represent Conservancy in such legal action unless Conservancy undertakes to represent itself in such legal action in which event Grantee shall reimburse Conservancy for its reasonable litigation costs, expenses, and attorney's fees.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the Conservancy for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for twenty (20) years after final payment and three (3) years following an audit.

2. Grantee and Conservancy agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the Conservancy accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use any generally accepted accounting system.

H. Use of Project Site

1. Grantee shall maintain, operate and use the property funded pursuant to this Grant for a minimum of twenty (20) years, (Exhibit D, Operation and Maintenance Agreement). With the approval of the Conservancy, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the Conservancy for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use of the property.
3. The Grantee shall not use or allow the use of any portion of the Real Property as security for any debt or for mitigation without the written permission of the Conservancy.

I. Proof of Insurance

1. Insurance

Throughout the term of this contract, the Contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - ii. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - iii. Workers' Compensation insurance as required by the Labor Code of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming the Conservancy as an additional insured.
- b. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:
 - i. General Liability: (Including operations, products and completed operations, as applicable) \$1,000,000 per occurrence for bodily injury, personal injury and broad form property damage and \$2,000,000 general aggregate limit. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

d. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. **The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:**

i. **The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.**

ii. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.

iii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

e. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.

f. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.

g. Claims Made. If errors-and-omissions coverage is written on a claims-made form:

i. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.

iv. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.

h. Verification of Coverage. The Contractor shall furnish the Conservancy with original certificates amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

i. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

J. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

K. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

L. Assignment

This Agreement is not assignable by the Grantee either in whole or in part unless approved in writing by the Conservancy.

M. Work Products

The Grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The Grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

N. Acknowledgment of Grant Funding

Prior to beginning the Project, the Grantee shall submit a plan to the Executive Officer to acknowledge the Conservancy's support.

This plan must include:

- 2 press releases: once at the beginning and one upon completion of the project
- 24 social media postings during the agreement term, a minimum of 2 per month with photographs
- Acknowledging Conservancy funding when speaking with the media, volunteers, and the public about this Project
- Include a description of the Project on the Grantee's website acknowledging funding from the Conservancy.

This plan must be submitted and approved by the Conservancy before work begins.

O. Sign Requirements

The Grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The cost of the signs is an eligible cost. Temporary and permanent signage are required conditions under this agreement.

Sign Guidelines

1. During Project Implementation—A temporary sign acknowledging the funding source is required to be in place at the areas where work is performed.
2. Permanent signage—All grantees are required to post a sign at the project's completion. The sign must be available for the final inspection and be in place for a minimum of ten years from the date of completion. The grantee is responsible for replacing the sign if it is destroyed or removed prior to ten years after completion. The minimum sign size is 2' X 3', and the minimum size for the Conservancy or Grantee logo is 12" X 12".

Permanent Signs

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

3. Language for Signs. All signs will contain the following minimum language as seen on the panel below. The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals, and elected representatives. These logos maximum size shall be 9" x 9".
4. Logo – All signs must contain the San Diego River Conservancy logo. Contact the project manager for a copy of the logo. The logo must be mounted in an area to

maximize visibility and durability. Each edge of the logo itself must be a minimum of 12” X 12” and include the following text:

Project Title/Description: (Insert project title)

This project was funded through the San Diego River Conservancy

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

5. The Grantee shall submit proposed locations, size, number of signs and language for the Conservancy’s approval prior to ordering signs. The Conservancy will withhold final disbursement until the permanent signs are installed.

Below are examples of signs from other funding sources:



Revegetation of Alvarado Creek

Another project funded by the San Diego River Conservancy



Gavin Newsom, Governor

Wade Crowfoot, Secretary Natural Resources



Mount Laguna Forest Resilience & Wildfire Preparedness Project

Forest management activities to promote a healthy forest ecosystem and protect the community of Mount Laguna from wildfire have been implemented in this area by the U.S. Forest Service Cleveland National Forest

Funding provided by the San Diego River Conservancy through the Wildfire Early Action Plan – Senate Bill 85 (2020)



Governor Gavin Newsom
Secretary for Natural Resources, Wade Crowfoot



P. Nondiscrimination

During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code Section 12940). The Grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code Section 11135, the Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

Q. Independent Capacity

The Grantee, and the agents and employees of Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Conservancy of California.

R. Assignment

Without the written consent of the Executive Officer, the Grantee may not assign this agreement in whole or in part.

S. Timeliness

Time is of the essence in this agreement.

T. Executive Officer's Designee

The Executive Officer may designate a Conservancy Project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement.

U. Amendment

As expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

V. Locus

This agreement is deemed to be entered into in the County of San Diego. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of San Diego, California.

Exhibit A
Scope of Work for
Broadway Creek Enhancement Project (Phase B)

INTRODUCTION

Broadway Creek is a waterway located in the City of El Cajon that flows from east to west along Broadway before turning north near Ballantyne Street and flowing into Forester Creek near Gillespie Field. Some portions are concrete lined, while some are natural bottom. Eventually, water in the channel makes its way to the San Diego River before entering the Pacific Ocean.

The Storm Water Protection Program, regulated by the Storm Water Permit, is part of a statewide effort to protect creeks, lagoons, the ocean, and other natural water bodies from polluted urban runoff. This Program supports the reduction of paved areas to allow for natural drainage of urban runoff into the City's storm drain system. It was issued by the State Water Resources Control Board in 2013.

In 2019, the City of El Cajon received a \$1 million grant from the Conservancy under Proposition 1 and Proposition 68 grant programs to restore a section of Broadway Creek (Phase A), the Wildlife Conservation Board also provided funding for Phase A. This multi-phase project for Broadway Creek is a collaboration between the City of El Cajon and the County of San Diego, which share property boundaries and jurisdiction, to improve flood conveyance within a highly dense urban area of the City.

PROJECT SUMMARY

The City of El Cajon, Grantee, will rehabilitate stream functions and address erosion within a 1,771-linear-foot stretch of Broadway Creek. It is a dual-phase approach, and the scope of this second phase (Phase B) focuses on approximately 400 feet of earthen channel that runs through a County Flood Control easement between residential developments. To restore the creek, the project involves removing trash and debris, installing rock gabions, removing exotic and invasive non-native plants, and restoring the creek's embankment contours.

To stabilize the channel banks, articulated concrete blocks (ACBs) and/or vertical walls will be installed to prevent future erosion. This will improve the creek's flood capacity to 100 units volume per time (flow or Q) from the City of El Cajon Master Plan and help ensure flood protection for nearby properties, including residences that abut the creek edge.

The Project will require clearing and grubbing earthwork, revegetation and reforestation, installation of Turf Reinforcing Mats and riprap for erosion control, and construction of a box culvert and headwalls to improve the channel's capacity and reduce long-term maintenance by the City of El Cajon in collaboration with the County of San Diego.

The project's benefits include increasing flood protection, expanding water storage capacity, and improving groundwater management. The Project will also reinforce and reconfigure the creek banks to prevent flood and property damage and divert stormwater into the channel rather than flooding the adjacent streets.

Exhibit A
Scope of Work for
Broadway Creek Enhancement Project (Phase B)

OBJECTIVES

1. Better protect life and property from flooding and its impacts.
2. Decrease pollution and contamination of the San Diego River watershed.
3. Increase the capacity of Broadway Creek to handle storm events and reduce the frequency of flooding beyond the extent of the creek.
4. Stabilize the slopes of Broadway Creek and create a widened path for storm water by maximizing the use of the right-of-way, re-grading the channel, and using slope stabilization material.
5. Revegetate the channel with a mixture of California native plant species.
6. Plant new native trees to provide shading and carbon sequestration.
7. Create an education opportunity on Broadway Creek with educational signage, including facts about the local habitat and wildlife and the interrelation between water quality, surface water, and groundwater.

DELIVERABLES

- Quarterly request for disbursements, progress reports with photo documentation of before, during, and after implementation
- Copy of environmental documentation and all permits
- Final Report

Table 1. Budget Estimate and Anticipated Schedule

TASK #	DESCRIPTION	AMOUNT	SCHEDULE
TASK 1. Project Management and Permitting	Technical services as needed, supervise and review work performed, manage contractor, document control, CEQA compliance, coordination with regulatory agencies.	\$400,000.00	Quarterly throughout the 2-year grant period
TASK 2. Implementation	Clearing and grubbing, earthwork, revegetation, installation erosion control measures, construction of one box culvert and head walls. Monitor and measure water and air quality improvements.	\$1,600,000.00	
		\$2,000,000.00	

Exhibit A
Scope of Work for
Broadway Creek Enhancement Project (Phase B)

Figure 1. Project Map



LEVERAGED FUNDS

The City of El Cajon engineering staff will review and manage the Project, with in-kind contributions estimated at \$200,000.00 from the Wastewater Enterprise Fund.

EXHIBIT B

Resolution No: 24-15

RESOLUTION OF THE GOVERNING BOARD OF THE SAN DIEGO RIVER CONSERVANCY

AUTHORIZING THE EXECUTIVE OFFICER TO GRANT UP TO \$2,000,000 FROM THE BUDGET ACT OF 2022 TO THE CITY OF EL CAJON FOR IMPROVEMENTS TO BROADWAY CREEK (PHASE B), A TRIBUTARY TO THE SAN DIEGO RIVER

WHEREAS, the mission of the San Diego River Conservancy is to further the goals of its enabling legislation by conserving and restoring the lands and waters of the San Diego River watershed; and

WHEREAS, the Legislature of the State of California has provided funds under the Budget Act of 2022 to wildfire and climate resilience, watershed protection, natural and cultural resource protection, and community access projects; and

WHEREAS, the San Diego River Conservancy has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and guidelines in accordance with statewide priorities and plans; and

WHEREAS, the City of El Cajon applied to the San Diego River Conservancy for funding to implement Phase B of its Broadway Creek Restoration Project, which includes restoring approximately 400 feet of earthen channel to stabilize the creek's contours and prevent flooding and erosion; and

WHEREAS, San Diego River Conservancy staff is recommending \$2,000,000 to implement the Project which is located in the City of El Cajon's disadvantaged and severely disadvantaged areas; and

WHEREAS, this Project is consistent with the Conservancy's Strategic Plan, Program 3 Preserve and Restore Natural Resources, Program 5 Enhance Water Quality and Natural Flood Conveyance, and Program 6 Expand the Organization's Capacity and Public Outreach, and

WHEREAS, the San Diego River Conservancy staff have reviewed the grant application, met with applicant and recommends the Project for approval.

NOW, THEREFORE, BE IT RESOLVED that the San Diego River Conservancy's Governing Board, based on the accompanying staff report and attached exhibits:

1. The proposed Project is consistent with the purposes and intent of the Budget Act of 2022.
2. The proposed authorization is consistent with the purposes and objectives of the San Diego River Conservancy Act (Public Resources Code, Sections 32630-32659.9).
3. The San Diego River Conservancy hereby authorizes the disbursement of up to \$2,000,000 (Two Million Dollars) for the Project.

4. Appoints the Executive Officer, or her designee, as an agent to execute all agreements, grants, sub-contracts, and other documents needed for the completion of the Project.
5. Prior to the disbursement of funds, the grantee shall submit for the review and approval of the Executive Officer of the Conservancy a scope of work, budget, and schedule.

Approved and adopted on March 28, 2024. I, the undersigned, hereby certify that the foregoing Resolution Number 24-15 was duly adopted by the San Diego River Conservancy's Governing Board.

Roll Call Vote:

Yeas: 13

Nays: 0

Absent: 2



 Julia L. Richards
 Executive Officer

San Diego River Conservancy's Governing Board Members Roll Call Vote

Name	Ayes	Noes	Abstained
CNRA: Andrea Scharffer	<input checked="" type="checkbox"/>		
DOF: Sally Lukenbill	<input checked="" type="checkbox"/>		
CADFW: Richard Burg	<input checked="" type="checkbox"/>		
Dr. Jennifer Campbell, SD Mayor Designee	<input checked="" type="checkbox"/>		
Joel Anderson, County Supervisor	<input checked="" type="checkbox"/>		
Raul Campillo	<input checked="" type="checkbox"/>		
Ben Clay, Chair	<input checked="" type="checkbox"/>		
Ruth Hayward, Vice Chair	<input checked="" type="checkbox"/>		
J. Cody Petterson	<input checked="" type="checkbox"/>		
John Elliott <i>Emily Burgenero</i>	<input checked="" type="checkbox"/>		
Elsa Saxod	<input checked="" type="checkbox"/>		
DPR Designee, Ray Lennox	<input checked="" type="checkbox"/>		
DPR Designee, Gina Moran	<input checked="" type="checkbox"/>		
Phil Ortiz	<input checked="" type="checkbox"/>		
Dustin Trotter	<input checked="" type="checkbox"/>		

EXHIBIT C

REQUEST FOR DISBURSEMENT

Name of Grantee/Contractor: City of El Cajon		Agreement Number: SDRG-B22-02		Invoice Number: 1	
Address (include zip code): 200 Civic Center Way El Cajon, Ca 92020		Project: Broadway Creek Phase B			
		Billing Period Covered: From: 4/15/2024 To: 4/30/2026			
Work Plan Task Number and Name		Task Budget	Costs Incurred this Period	Total Cost to Date	Remaining Balance
1. Project Management		\$ 400,000.00			\$ 400,000.00
2. Implementation		\$ 1,600,000.00			\$ 1,600,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00
LESS Ten (10%) Percent Withhold (if applicable)			\$ -		
TOTAL AMOUNT REQUESTED			\$ -		

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in the performance of work required under the agreement and are consistent with the amounts evidenced by supporting documents and expenditures.

Signature

Printed Name and Title

Date

(FOR CONSERVANCY USE ONLY)

AGREEMENT EXPENDITURE APPROVALS

The undersigned certifies that all conditions precedent to disbursement and all other legal prerequisites for this disbursement have been met.

Approval Requested:	Date Approved:	Request Approved:
	(write in full name)	
SDRC, Project Manager		SDRC, Executive Officer

Fund Title: General Funds	
Program: _____	Account Code: _____
FY: _____	Date entered into Fi\$cal: _____

GRANTEE/CONTRACTOR DIRECT EXPENDITURE:		
(A) Materials and Equipment	Reference	Amount
SUB-TOTAL (A)		\$ -
(B) Labor - Description	Reference	Amount
SUB-TOTAL (B)		\$ -

(C) SUB-CONTRACTOR'S EXPENDITURE:		
Name	Reference	Amount
SUB-TOTAL (C)		\$0.00

GRAND TOTAL (A+B+C)*	\$0.00
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NOTE: (1) * Should agree with "Total Costs Incurred This Period" on front page.

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EXHIBIT D
OPERATION AND MAINTENANCE AGREEMENT BETWEEN
THE CITY OF EL CAJON AND
THE SAN DIEGO RIVER CONSERVANCY

This Operation and Maintenance Agreement (AGREEMENT) is made and entered into by and between the City of El Cajon (EL CAJON) and the San Diego River Conservancy (CONSERVANCY) or Parties, for the purpose of implementing a Grant Agreement funded by the Budget Act of 2022 to improve conveyance to increase flood control capacity at Broadway Creek Phase B (Project) in the City of El Cajon, San Diego County, California.

RECITALS

WHEREAS, the San Diego River Conservancy a division of the California Natural Resources Agency, a state agency, entered into a grant agreement (#SDRG-B22-02) between the CONSERVANCY and EL CAJON to implement the Project; and

WHEREAS, the Parties, concur that this AGREEMENT will address the operation and maintenance responsibilities for the Project site; and

NOW, THEREFORE, EL CAJON and the CONSERVANCY, agree as follows:

1. Cooperate with the CONSERVANCY to fulfill its obligations to maintain and operate the Project site post construction.
2. Be responsible for operation, maintenance and upkeep of all Project improvements within the Project Site for a minimum of twenty (20) years, and
3. Be responsible for repayment of grant funds to the CONSERVANCY if Project Site is altered (i.e. for dredging, channel alterations or implementation of other capital projects), without written approval by the Conservancy. Conservancy approval will not be unreasonably withheld.

TERM OF AGREEMENT

Any changes to this Agreement are ineffective unless made in writing and signed by or on behalf of the Parties. This AGREEMENT is in effect from February 28, 2024, to February 28, 2044 (20 years). Upon written concurrence of both agencies, the AGREEMENT may be extended.

IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the dates below:

SAN DIEGO RIVER CONSERVANCY

CITY OF EL CAJON

Date:

Julia L. Richards, Executive Officer
11769 Waterhill Road, Bldg. 2
Lakeside, CA 92040
Julia.Richards@sdrc.ca.gov
619-390-0534

Date:

Graham Mitchell, City Manager
200 Civic Center Way
El Cajon, CA 92020
GMitchell@elcajon.gov
619-441-1785



City Council
Agenda Report

Agenda Item 9.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Yazmin Arellano, Director of Engineering Services
SUBJECT: Acceptance of the Neighborhood Streetlights 2022 Project (223742PWCP)

RECOMMENDATION:

That the City Council:

1. Accepts the Neighborhood Streetlights 2022 Project (223742PWCP), Bid No. 011-23; and
2. Authorizes the City Clerk to record a Notice of Completion and release bonds in accordance with the contract terms.

BACKGROUND:

The City recently installed thirty-four (34) new public streetlights with LED luminaires along Millar Avenue, Palm Avenue, Richfield Avenue, and Richardson Avenue in the western portion of the City. On December 12, 2022, the City executed a construction contract with Select Electric, Incorporated for the amount of \$719,865.00. A reduction in the amount of \$15,875.85 was applied due to a reduction in linear foot quantities for the installation of streetlight conduit. The City processed two subsequent construction contract change orders in the combined amount of \$81,305.64 for a final contract cost of \$785,294.79.

This project was completed on August 30, 2024. All quantities and payments are now finalized and acceptance of the construction project is recommended, and retention payment shall be paid to the Contractor as required by law 35 days after the Notice of Completion.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) because it involved minor alterations to existing public facilities.

FISCAL IMPACT:

Community Development Block Grant (CDBG) funding in the amount of \$785,294.79 was used for this construction project and there is no fiscal impact on the General Fund.

Prepared By: Mario Sanchez, City Engineer

Reviewed By: Yazmin Arellano, Director of Engineering Services

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

Agenda Item 10.

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Mike Moulton, Chief of Police
SUBJECT: 2024-2025 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager or his designee to accept the California Office of Traffic Safety STEP Grant in the amount of \$100,000 and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
2. Appropriates and expends the California Office of Traffic Safety STEP Grant funds in the amount of \$83,049 for overtime, \$2,482 for training and travel, \$3,269 for supplies, and \$11,200 for a Lidar Device for a total grant award of \$100,000.

BACKGROUND:

The California Office of Traffic Safety STEP grant provides funding to local law enforcement agencies in the administration of special details aimed at improving traffic safety. The 2024-2025 STEP Grant will provide reimbursement to the El Cajon Police Department in the amount of \$100,000 to be used for overtime and DUI checkpoint supplies. These items will be used to conduct the following details: DUI checkpoints and DUI saturation patrols, bike/pedestrian safety operations, traffic enforcement operations, motorcycle operations, and distracted driving operations. Additionally, the grant will fund staff attendance at conferences and training events supporting goals and objectives for traffic safety.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

FISCAL IMPACT:

This grant will provide \$100,000 to the Special Revenue Fund 226380 - Police Miscellaneous Grants (OTS25 ALC / OTS25NOALC). No matching funds are required for this grant. These funds will only be used by the Police Department for the projects listed above or as indicated by approved modifications to the grant.

Prepared By: Jennifer Lytle, Management Analyst

Reviewed By: Mike Moulton, Police Chief


Approved By: Graham Mitchell, City Manager

Attachments

OTS25 Grant Award

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY El Cajon	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT El Cajon Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$100,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR</p> <p>NAME: Michael Murphy TITLE: Sergeant EMAIL: mmurphy@elcajon.gov PHONE: (619) 579-3345 ADDRESS: 100 Civic Center Way El Cajon, CA 92020</p> <p><u>Michael Murphy</u> <small>Michael Murphy (Oct 2, 2024 12:54 PDT)</small></p> <p>_____ Oct 2, 2024 (Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL</p> <p>ADDRESS: Michael Moulton Chief mmoulton@cityofelcajon.us (619) 579-3311 100 Civic Center Way El Cajon, CA 92020</p> <p><u>Mike Moulton</u> <small>Mike Moulton (Oct 2, 2024 14:37 PDT)</small></p> <p>_____ Oct 2, 2024 (Signature) (Date)</p>
<p>C. FISCAL OFFICIAL</p> <p>ADDRESS: Jennifer Lytle Management Analyst jlytle@cityofelcajon.us (619) 579-3311 100 Civic Center Way El Cajon, CA 92020</p> <p><u>Jennifer Lytle</u> <small>Jennifer Lytle (Oct 2, 2024 13:24 PDT)</small></p> <p>_____ Oct 2, 2024 (Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</p> <p>ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p><u>Barbara Rooney</u> <small>Barbara Rooney (Oct 3, 2024 10:15 PDT)</small></p> <p>_____ Oct 3, 2024 (Signature) (Date)</p>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: GUANBKQWK6J3 REGISTERED ADDRESS: 200 Civic Center Way CITY: El Cajon ZIP+4: 92020-3916</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	\$11,841.00
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	\$12,918.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	\$47,082.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	\$43,159.00
					AGREEMENT TOTAL	\$100,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	\$100,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 0.00
					TOTAL AMOUNT ENCUMBERED TO DATE	\$100,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			
 <small>Carolyn Vu (Oct 2, 2024 14:38 PDT)</small>			Oct 2, 2024			

1. PROBLEM STATEMENT

The City of El Cajon has witnessed a concerning trend of rising or consistent numbers in various crash categories over recent years. According to the O.T.S. Crash Ranking Results, El Cajon falls within the 'B' Group based on its population. In 2020, El Cajon was ranked 6th out of 61 cities for the total number of victims injured or killed in crashes, and in 2021, it held the 6th position out of 60 cities in the same category. Additionally, El Cajon found itself among the top 6 cities for motorcycle and pedestrian injury crashes in 2020. In 2021, although the number of pedestrian-related injury crashes halved, the city still ranked 12th in the state. The composite ranking for 2021 was 7th.

The El Cajon Police Department (ECPD) has observed a reduction in fatal and injury traffic crashes from 2022 to 2023, demonstrating the positive impact of proactive enforcement and grant-related traffic safety initiatives. In 2022, ECPD responded to 11 fatal crashes with 11 victims and 528 injury crashes resulting in 719 injured individuals. Alcohol was a contributing factor in 3 of the 11 fatal crashes and 35 of the 528 injury crashes. By 2023, fatal crashes decreased to 7 with 7 victims, and injury crashes dropped to 455, with 616 people injured. Alcohol was a factor in 0 of the fatal crashes and 29 of the injury crashes.

Despite this progress, the top three primary crash factors in 2023—right of way violations, unsafe speed, and improper turning or stopping—remain significant contributors to traffic incidents. To further reduce these dangerous driving behaviors, especially speeding, the ECPD will purchase a LIDAR Speed Gun to enhance the precision and effectiveness of speed enforcement. This technology will allow officers to better identify and address unsafe speed violations, which are a key factor in both fatal and injury crashes. Proactive speed enforcement through the use of LIDAR will help mitigate risk, prevent crashes, and ultimately save lives by reducing the number of serious crashes in El Cajon.

By incorporating LIDAR technology into traffic enforcement efforts, the ECPD will continue its progress in reducing fatal and injury-related crashes, aligning with the goals of the CA STEP Grant to improve road safety and protect the community.

Despite the reduction in pedestrian-related injuries in 2021, pedestrian safety remains a pressing concern. Internal records reveal an alarming increase in pedestrian fatalities since 2013, even during lockdowns when pedestrian fatalities remained high. While this information may not be available in the O.T.S. Crash Ranking Results, records from the El Cajon Police Department's Traffic Division indicate a high number of traffic-related pedestrian fatalities, with five fatalities in the 2023 calendar year compared to two in 2022.

It is worth noting that the continuous high ranking in crash types is likely influenced by the city's layout and a large population residing in a relatively small area. El Cajon is densely populated, covering only 14.5 square miles but accommodating a population of 106,000. Many residents in El Cajon are refugees from the Middle East who may not have a comprehensive understanding of local vehicle laws and safety measures.

The OTS STEP grant has played a crucial role in enabling the El Cajon Police Department to carry out proactive enforcement details. These initiatives have focused on addressing known issues, such as pedestrian-bicycle safety, impaired driving, pedestrian enforcement, and motorcycle safety. Our primary focus will be on addressing key crash factors, including speed and right-of-way violations, enhancing motorcycle safety, and improving pedestrian safety. We remain committed to educating both school-aged children and adults on a wide range of traffic safety issues, with a particular emphasis on pedestrian safety and general traffic safety.

It is worth highlighting that alcohol and drug impairment have proven to be significant factors in many of our serious crashes. In 2021, the number of drivers under the age of 21 who had been drinking increased by eight, ranking our department 7th in the state. Additionally, alcohol-related crashes rose from 48 to 73. Impairment is also suspected to be a factor in four other fatal crashes, although these cases involve only one person each and will not result in prosecution due to the drivers being deceased. Addressing the dangers of impaired driving through education is crucial, targeting both high school-aged children and adults to raise awareness about the perils of driving while impaired.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the DRE Recertification training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	5
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6

10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material.

However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.

- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$40,000.00		
402PT-25	20.600	State and Community Highway Safety	\$60,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					
					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-25	\$10,500.00	2	\$21,000.00	
DUI Saturation Patrols	164AL-25	\$2,850.00	5	\$14,250.00	
Benefits- 164OT @ 4.2%	164AL-25	\$35,250.00	1	\$1,481.00	
Traffic Enforcement	402PT-25	\$3,700.00	6	\$22,200.00	
Distracted Driving	402PT-25	\$3,700.00	2	\$7,400.00	
Motorcycle Safety	402PT-25	\$3,700.00	2	\$7,400.00	
Pedestrian and Bicycle Enforcement	402PT-25	\$3,700.00	2	\$7,400.00	
Traffic Safety Educational Presentations	402PT-25	\$100.00	2	\$200.00	
Benefits- 402OT @ 4.2%	402PT-25	\$40,900.00	1	\$1,718.00	
Category Sub-Total					\$83,049.00
B. TRAVEL EXPENSES					
In State Travel	402PT-25	\$2,482.00	1	\$2,482.00	
					\$0.00
Category Sub-Total					\$2,482.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
Lidar Device	402PT-25	\$2,800.00	4	\$11,200.00	
DUI Checkpoint Supplies	164AL-25	\$3,269.00	1	\$3,269.00	
Category Sub-Total					\$14,469.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
GRANT TOTAL					\$100,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits- 164OT @ 4.2% - Benefits breakdown: Worker's Comp - 2.75% Medicare - 1.45%
Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits- 402OT @ 4.2% - Benefits breakdown: Worker's Comp - 2.75% Medicare - 1.45%
Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers March 2025 and OTS Traffic Safety Law Enforcement Forum 2025. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
INDIRECT COSTS
-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT25028
Agency Name:	El Cajon Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$100,000.00
Authorizing Official:	Michael Moulton
Fiscal Official:	Jennifer Lytle
Grant Director:	Michael Murphy

CURRENT GEMS USER(S)

1. Jennifer Lytle

Title: Management Analyst

Phone: (619) 579-3311

Email: jlytle@cityofelcajon.us

Media Contact: No

2. Michael Murphy

Title: Sergeant

Phone: (619) 579-3345

Email: mmurphy@elcajon.gov

Media Contact: Yes

3. Eric Thornton

Title: Supervisor

Phone: (619) 938-5641

Email: ethornton@elcajon.gov

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by: <u>Michael Murphy</u> <small>Michael Murphy (Oct 2, 2024 12:53 PM)</small>		Date: Oct 2, 2024	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>Michael Murphy</u> <small>Michael Murphy (Oct 2, 2024 12:54 PM)</small>		Michael Murphy	
Signature		Name	
Oct 2, 2024		Grant Director	
Date		Title	

Grant Agreement - PT25028


Final Audit Report


2024-10-03


Created:	2024-10-02
By:	Jim Owens (jim.owens@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbYm9J1zQieOvtqz6fqPiWtGfqky2nN1j


"Grant Agreement - PT25028" History


-  Document created by Jim Owens (jim.owens@ots.ca.gov)
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-  Document emailed to mmurphy@elcajon.gov for signature
2024-10-02 - 1:13:49 AM GMT
-  Email viewed by mmurphy@elcajon.gov
2024-10-02 - 1:20:24 AM GMT
-  Signer mmurphy@elcajon.gov entered name at signing as Michael Murphy
2024-10-02 - 7:53:34 PM GMT
-  Document e-signed by Michael Murphy (mmurphy@elcajon.gov)
Signature Date: 2024-10-02 - 7:53:36 PM GMT - Time Source: server
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-  Signer mmurphy@elcajon.gov entered name at signing as Michael Murphy
2024-10-02 - 7:54:50 PM GMT
-  Document e-signed by Michael Murphy (mmurphy@elcajon.gov)
Signature Date: 2024-10-02 - 7:54:52 PM GMT - Time Source: server
-  Document emailed to jlytle@cityofelcajon.us for signature
2024-10-02 - 7:54:55 PM GMT
-  Email viewed by jlytle@cityofelcajon.us
2024-10-02 - 7:55:49 PM GMT


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2024-10-02 - 8:24:27 PM GMT


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Signature Date: 2024-10-02 - 8:24:29 PM GMT - Time Source: server

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 Signer mmoulton@cityofelcajon.us entered name at signing as Mike Moulton
2024-10-02 - 9:37:33 PM GMT


 Document e-signed by Mike Moulton (mmoulton@cityofelcajon.us)
Signature Date: 2024-10-02 - 9:37:35 PM GMT - Time Source: server


 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
2024-10-02 - 9:37:38 PM GMT


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2024-10-02 - 9:38:13 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
Signature Date: 2024-10-02 - 9:38:20 PM GMT - Time Source: server

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2024-10-02 - 9:38:21 PM GMT

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2024-10-03 - 4:37:28 PM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2024-10-03 - 4:37:39 PM GMT - Time Source: server

 Agreement completed.
2024-10-03 - 4:37:39 PM GMT



City Council
Agenda Report

Agenda Item 11.

DATE: October 22, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Anthony Shute, Director of Community Development

SUBJECT: Initiation of Zoning Code Amendments to Align with Recently Adopted State Laws, and Clarifications and Refinements to Existing Regulations

RECOMMENDATION:

That the City Council, in accordance with El Cajon Municipal Code section 17.20.020(D), initiates an amendment of Title 17 (Zoning Code).

PROJECT DESCRIPTION:

This request is for the initiation of amendments to the Zoning Code. Updates or revisions are periodically required to address current issues, provide clarification or conform to changes in state law.

BACKGROUND:

Each year, staff identifies potential technical cleanups during their routine administration of the Zoning Code. A list of cleanups, clarifications and revisions is then brought forward as an amendment to Title 17. Most are non-substantive technical cleanups, with a few minor substantive changes that staff has tentatively identified to fill gaps in current regulations. Furthermore, in September, Governor Newsom signed more than 25 housing bills into law. At first glance, 12 of these appear to require amendments to the Zoning Code. A more detailed review will inform staff of any specific changes needed. Staff is requesting the City Council initiate an amendment to the Zoning Code.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Initiation of Zoning Code amendments is not a project subject to the California Environmental Quality Act ("CEQA") because it is a procedural, administrative step in the process, which only directs staff to study and prepare potential amendments for Planning Commission review and recommendation to the City Council for decision.

Prepared By: Anthony Shute, Director of Community Development

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager



City Council Agenda Report

Agenda Item 12.

DATE: October 22, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Graham Mitchell, City Manager

SUBJECT: Reallocation of American Recovery Program Act Funds and Grant Agreements with the Chaldean Community Council, the Newcomers Support & Development, and the Downtown El Cajon Business Partners, Inc.

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution, in order, approving a grant agreement for an amount not to exceed \$609,950 with the Chaldean Community Council for tenant improvements at 405 East Lexington Avenue;
2. Adopts the next Resolution, in order, approving a grant agreement for an amount not to exceed \$150,000 with Newcomers Support & Development;
3. Adopts the next Resolution, in order, approving a grant agreement for a minimum of \$300,000 with the Downtown El Cajon Business Partners for capital improvements to the downtown area; and
4. Accepts the proposed ARPA adjustments as follows:
 - Re-allocate \$5,771 from Emergency Wells Park Restroom Repairs (ARP18) to ARP25: "Downtown Public Space Enhancements";
 - Re-allocate \$609,950 from Economic Development (ARP08) to ARP20: "Small Business Incubator";
 - Re-allocate \$150,000 from ARP08 to ARP24: "Newcomers Support & Development";
 - Re-allocate the residual ARP08 funds to ARP25: "Downtown Public Space Enhancements"; and
 - Re-allocate \$68,000 from APR08 to ARP26: Fire Station Wellness.

BACKGROUND:

One of the goals of the City Council is to ensure that all of the American Rescue Plan Act (ARPA) money received from the Federal Government is used for the benefit of the community, to invest in the City's infrastructure, or to create opportunities for future cost savings to the City. All ARPA funds are to be encumbered by December 31, 2024 and fully spent by December 31, 2026.

As the City wraps up several projects, it is possible that some funds will remain. For those projects that come under budget, those funds will have to be returned. Also, the City has uncommitted funds that were set aside for potential economic development activities that remain unspent. In total, staff estimates that there is \$1,071,995 remaining in unspent or

unallocated ARPA funds.

Staff proposes a way in which all of the ARPA funds can be spent while meeting the goals of the City Council. Staff recommends allocating some funds toward needed fire station wellness amenities and entering into grant agreements with three not-for-profit entities before December 31st, allowing them to initiate important projects that benefit the community. The following sections outline each of the ARPA expenditure proposals.

Fire Station Wellness Amenities

The City’s fire stations have a need for wellness equipment. Staff recommends allocating \$68,000 in ARPA funds to purchase the wellness equipment. These purchases can occur before the end of the calendar year.

Chaldean Community Council

When the City purchased the property at 405 E. Lexington Avenue and entered into two leases with the Chaldean Community Council (CCC), it was understood that tenant improvements were required at the building. Between illegal construction, deferred maintenance, and outfitting the small business incubator suite, City staff estimated tenant improvements of about \$550,000 (assuming prevailing wages are applied and that there are no significant improvements to the second floor walkways required) for the following categories:

Roof Repairs	\$180,000
HVAC Repairs/Replacement	\$150,000
Restore/Correct Unpermitted Work	\$120,000
Small Business Incubator Improvements	\$55,000
General Building Repairs	\$27,500
Building Code & ADA Issues	\$22,000

Initially, staff proposed that the City initiate the work, relying on General Reserves to fund the improvements. However, at this time, staff recommends that the City enter into an agreement with the CCC, allowing them to initiate the work. Staff also recommends that ARPA funds be utilized to fund this project.

Staff recommends that the City enter into a grant agreement with the CCC for an amount not to exceed \$609,950, which includes a 10 percent construction management fee paid to the CCC. The agreement specifies that:

- All work is to be completed by December 31, 2025;
- Federal procurement requirements must be followed;
- Permits, when applicable, are required prior to commencing work;
- Any new equipment installed requires standard warranties;
- Work not requiring a permit requires City inspection and sign-offs;
- Funds will be distributed as work is completed and invoiced, including applicable management fees; and
- Quarterly and annual reports to the City are required showing progress and expenditures.

The grant agreement will allow the critical improvements at 405 E. Lexington Avenue to be completed more rapidly, meet the needs of the City's tenant, and ensure the small business incubator opens sooner than otherwise.

Newcomers Support & Development

The Newcomers Support & Development (NSD) organization provides services to various recent immigrant groups in El Cajon. Located at 480 N. Magnolia Avenue, Suite 102, NSD supports residents with cultural integration and leadership and civic engagement opportunities.

NSD seeks a grant in the amount of \$150,000 to purchase a vehicle and filming equipment to support the "In Arabic Media Outreach" Program which will include direct services to the City. Between April 1, 2025, and December 31, 2026, NSD commits to:

- Provide monthly City updates, activities, announcements, and events in Arabic;
- Introduce the City Council, and other department directors to the community, explain what they do, and how to contact them;
- Work on quarterly videos about the services provided by the City;
- Work with the City to provide any important announcements or clarifications during disasters or unexpected events; and
- Assist the City's media department with professional video and audio recording equipment.

Staff recommends that the City enter into a grant agreement that provides up to \$150,000 in grant funds. The agreement specifies that funds are to be spent by June 30, 2026, for a vehicle and specified filming equipment, and that funds will be distributed as items are purchased. The agreement specifies that Federal procurement requirements must be followed and funds will be distributed as agreed-upon items are purchased, and that quarterly and annual reports to the City are required showing progress and expenditures.

Downtown El Cajon Business Partners

The Downtown El Cajon Business Partners (Partners) manages the Downtown El Cajon Property-Based Improvement District (PBID). The City and the Partners have discussed several capital improvements that could enhance the appearance and safety of the downtown.

Staff has prepared a grant agreement which would require the Partners to initiate and manage the installation of capital improvements as funds are available. The projects specified in the grant agreement include:

- Installation of a fence and gates around the parking lot east of Prescott Promenade;
- Purchase and installation of relocatable benches, tables, and umbrellas;
- Installation of additional planter boxes;
- Additional and replacement lighting;
- Storage structure for downtown activity equipment;
- Speakers along Main Street and Art Alley;
- LED Color Changing Lights for Main Street; and
- Pond rehabilitation.

Staff recommends that the City enter into a grant agreement with the Downtown El Cajon Business Partners for a minimum amount of \$300,000. The agreement indicates that projects identified in the agreement be completed by June 30, 2026. The agreement also allows the grant amount to grow in the event additional ARPA funds become available. Further, the agreement specifies that:

- Federal procurement requirements must be followed;
- Permits, when applicable, are required prior to commencing work;

- Any new equipment installed requires standard warranties;
- Work not requiring a permit requires City inspection and sign-offs;
- Funds will be distributed as work is completed and invoiced; and
- Quarterly and annual reports to the City are required showing progress and expenditures.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The appropriation of American Rescue Plan Act funds to support the staff recommendations does not constitute a “project,” pursuant to State CEQA Guidelines sections 15061(b) and 15378 because there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment. Furthermore, the recommendations also fall within the "common sense" CEQA exemption set forth in State CEQA Guidelines section 15061(b)(3), excluding projects where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” No unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply.

FISCAL IMPACT:

The recommendations in this staff report will fully allocate the ARPA funds received by the City.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Reso - CCC

Reso - Newcomers

Reso - DECBP

Agreement w/ Chaldean Community Council

Agreement w/ Newcomers Support & Development

Agreement w/ Downtown El Cajon Business Partners

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN
AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND
THE CHALDEAN COMMUNITY COUNCIL

WHEREAS, on May 11, 2021, the City Council of the City of El Cajon (the "City") adopted Resolution 042-21 allocating the City's approximately \$30,000,000 in American Rescue Plan Act ("ARPA") funds, for the benefit of the community, and has since adopted several re-allocation amendments as projects have concluded; and

WHEREAS, the American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, this program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, ARPA funds allocated may only be used for expenditures incurred between March 3, 2021 and December 31, 2024, in guidance from the United States Treasury Department; and

WHEREAS, the City Council has been directly allocating ARPA funds and has approved a spending plan of ARPA funds for the benefit of the community; and

WHEREAS, the City purchased the building at 405 E. Lexington Avenue, El Cajon, California (the "Property") and entered into two lease agreements with the Chaldean Community Council (the "CCC"), a non-profit organization, for the provision of social services, small business development, and incubator services; and

WHEREAS, the CCC (the "Subrecipient") has submitted a proposal to the City for tenant improvements at the Property so that small business incubator services can commence; and

WHEREAS, this work is eligible for expenditure of the ARPA Funds as the procurement of the work complies with both the Uniform Guidance and Procurement Code provisions; and

WHEREAS, the appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a

significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply; and

WHEREAS, staff recommends that the City enter into an American Rescue Plan Act Subrecipient Agreement Between the City of El Cajon and The Chaldean Community Council for Improvements to 405 E. Lexington Avenue to Support Small Business Incubator and Social Services (the "Agreement") to provide ARPA funds to the Subrecipient in an amount not to exceed \$609,950 for costs associated with the Program ("Grant Funds"); and

WHEREAS, the City Council believes it to be in the City's best interest to authorize expenditure of ARPA Funds for the provision of social services and small business development and incubator services.

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 appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply; and

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to allocate, appropriate and expend ARPA Funds for the provision of social services, small business development, and incubator services utilizing ARPA Funds.

4. In the event that the Subrecipient does not expend the total amount of ARPA funds awarded under the Agreement, the City Manager, or such person as is designated by the City Manager, is hereby authorized to reallocate the remaining unspent ARPA funds to other projects eligible for ARPA funds.

5. The City Council hereby approves the Agreement, substantially in the form as presented at this meeting, with any such changes and refinements as may be necessary and approved by the City Manager.

6. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute the Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds, and any subsequent amendments therein, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

10/22/24 CC Agenda
Reso – Approve ARPA Subrecipient Agmt Funds -CCC 101724

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN
AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND
NEWCOMERS SUPPORT AND DEVELOPMENT

WHEREAS, on May 11, 2021, the City Council of the City of El Cajon (the "City") adopted Resolution 042-21 allocating the City's approximately \$30,000,000 in American Rescue Plan Act ("ARPA") funds, for the benefit of the community, and has since adopted several re-allocation amendments as projects have concluded; and

WHEREAS, the American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, this program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, ARPA funds allocated may only be used for expenditures incurred between March 3, 2021 and December 31, 2024, in guidance from the United States Treasury Department; and

WHEREAS, the City Council has been directly allocating ARPA funds and has approved a spending plan of ARPA funds for the benefit of the community; and

WHEREAS, Newcomers Support and Development (the "Subrecipient") has submitted a proposal to the City for the purchase of equipment and a vehicle to support Subrecipient's "In Arabic Media Outreach" Program; and

WHEREAS, this work is eligible for expenditure of the ARPA Funds as the procurement of the work complies with both the Uniform Guidance and Procurement Code provisions; and

WHEREAS, the appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply; and

WHEREAS, staff recommends that the City enter into an American Rescue Plan Act Subrecipient Agreement Between the City of El Cajon and Newcomers Support and Development (NSD) for the Purchase of Equipment and a Vehicle to Support the "In Arabic Media Outreach" Program (the "Agreement") to provide ARPA funds to the Subrecipient in an amount not to exceed \$150,000 for costs associated with the Program ("Grant Funds"); and

WHEREAS, the City Council believes it to be in the City's best interest to authorize expenditure of ARPA Funds for capital improvements to the City's downtown area.

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 appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply.

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to allocate, appropriate and expend ARPA Funds to Newcomers Support and Development for purchase of equipment and a vehicle to support the "In Arab Media Outreach" Program utilizing ARPA Funds.

4. In the event that the Subrecipient does not expend the total amount of ARPA funds awarded under the Agreement, the City Manager, or such person as is designated by the City Manager, is hereby authorized to reallocate the remaining unspent ARPA funds to other projects eligible for ARPA funds.

5. The City Council hereby approves the Agreement, substantially in the form as presented at this meeting, with any such changes and refinements as may be necessary and approved by the City Manager.

6. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute the Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds, and any subsequent amendments therein, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN
AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND THE
DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.

WHEREAS, on May 11, 2021, the City Council of the City of El Cajon (the "City") adopted Resolution 042-21 allocating the City's approximately \$30,000,000 in American Rescue Plan Act ("ARPA") funds, for the benefit of the community, and has since adopted several re-allocation amendments as projects have concluded; and

WHEREAS, the American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, this program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, ARPA funds allocated may only be used for expenditures incurred between March 3, 2021 and December 31, 2024, in guidance from the United States Treasury Department; and

WHEREAS, the City Council has been directly allocating ARPA funds and has approved a spending plan of ARPA funds for the benefit of the community; and

WHEREAS, the Downtown El Cajon Business Partners, Inc. ("DECBP") (the "Subrecipient") has submitted a proposal to the City for capital improvements to the City's downtown area; and

WHEREAS, this work is eligible for expenditure of the ARPA Funds as the procurement of the work complies with both the Uniform Guidance and Procurement Code provisions; and

WHEREAS, the appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply; and

WHEREAS, staff recommends that the City enter into an American Rescue Plan Act Subrecipient Agreement Between the City of El Cajon and The Downtown El Cajon Business Partners, Inc. for Capital Improvements to Downtown El Cajon (the "Agreement") to provide ARPA funds to the Subrecipient in the amount an amount not to exceed \$300,000 for costs associated with the Program ("Grant Funds"); and

WHEREAS, the City Council believes it to be in the City's best interest to authorize expenditure of ARPA Funds for capital improvements to the City's downtown area.

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 appropriation of ARPA funds for the Agreement does not constitute a "project," pursuant to California Environmental Quality Act ("CEQA") Guidelines sections 15061(b) and 15378 as there is no potential that the activity will result in a direct or reasonably foreseeable indirect physical change in the environment, and in addition, these recommendations also fall within the "common sense" CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment"; and no unusual circumstances exist and none of the exceptions under State CEQA Guidelines section 15300.2 apply.

3. The City Council hereby authorizes the City Manager, or such person as is designated by the City Manager, to allocate, appropriate and expend ARPA Funds for capital improvements of the City's downtown area utilizing ARPA Funds.

4. In the event that the Subrecipient does not expend the total amount of ARPA funds awarded under the Agreement, the City Manager, or such person as is designated by the City Manager, is hereby authorized to reallocate the remaining unspent ARPA funds to other projects eligible for ARPA funds.

5. The City Council hereby approves the Agreement, substantially in the form as presented at this meeting, with any such changes and refinements as may be necessary and approved by the City Manager.

6. The City Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute the Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds, and any subsequent amendments therein, or other documents necessary, as may be approved by the City Manager, on behalf of the City of El Cajon.

**AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND
THE CHALDEAN COMMUNITY COUNCIL**

**Improvements to 405 E. Lexington Avenue to
Support Small Business Incubator and Social Services**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF EL CAJON, a California charter city and municipal corporation ("City") and the Chaldean Community Council, a California non-profit corporation ("Subrecipient").

RECITALS

A. The American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

B. The City has been directly allocated ARPA funds for the benefit of the community.

C. ARPA funds allocated may only be used for expenditures incurred between March 3, 2021, and December 31, 2024, in guidance from the United States Treasury Department, including the answers to Frequently Asked Questions.

D. On _____, the El Cajon City Council approved an expenditure plan for the ARPA funds ("Expenditure Plan"), wherein approximately \$_____ was allocated for Economic Development.

E. Subrecipient has submitted a proposal to the City for tenant improvements at a leased property, owned by the City at 405 E. Lexington Avenue ("Property") to support small business incubator services and social services for vulnerable members of the El Cajon community. This work ("Project") is eligible for expenditure of the Recovery Funds under the Uniform Guidance. The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

F. The City has agreed to provide ARPA funds to the Subrecipient in the amount an amount up to \$609,950 for costs associated with the Program ("Grant Funds").

G. The Parties intend this Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, the City and Subrecipient agree as follows:

1. **SCOPE OF SERVICES.** Subrecipient shall provide services as more particularly described in Exhibit "A," entitled Scope of Services ("Services"), attached and incorporated by reference, in accordance with this Agreement.
2. **TERM.** The term of the Agreement shall begin on November 1, 2024, and shall remain in effect until December 31, 2025, unless otherwise terminated pursuant to the provisions herein.
3. **GRANT FUNDS.** City shall allocate to Subrecipient a grant amount not to exceed \$609,950, as further described in Exhibit "B."
4. **ELIGIBILITY FOR THE PROGRAM.** Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The City of El Cajon shall make Program funds available to designated program participants within El Cajon.
5. **NOTICES.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY
City of El Cajon
Attn: Ryan Villegas
200 Civic Center Way
El Cajon, CA 92020

SUBRECIPIENT
Chaldean Community Council
Attn: _____
405 E. Lexington Avenue
El Cajon, CA 92020

6. **AVAILABILITY OF GRANT FUNDS.** City's allocation of funding to Subrecipient is contingent upon the allocation funds to the City under ARPA. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend Grant Funds, and may restrict Subrecipient's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 8.4. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 8.5 of this Agreement.
7. **COMPLIANCE.** By executing this Agreement, Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the, including adherence to all federal requirements, pursuant to its application and certifications for any funding related to ARPA, including but not limited to the following, as they may be applicable:

7.1 The ARPA Final Rule and guidelines set forth by the U.S. Department of the Treasury.

7.2 Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.)

7.3 Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

7.4 Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.

7.5 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

7.6 Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

7.7 The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

7.8 The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

8. **GENERAL CONDITIONS.**

8.1 **Subrecipient as Independent Contractor.** In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. Subrecipient acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it provides Services. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

8.2 Indemnity. Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify, and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by Subrecipient or any of its employees, agents or subcontractors, and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California.

Parties also expressly agree that any payment, attorneys' fees, cost, or expense that the City incurs, or makes to or on behalf of an injured employee under the City's self-administered workers' compensation, is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

8.3 Insurance.

8.3.1 General Provisions. Prior to the City's execution of this Agreement, Subrecipient shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

8.3.2 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

8.3.3 Ratings. Any insurance policy or coverage provided by Subrecipient or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

8.3.4 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.

8.3.5 Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage, as Subrecipient deems adequate, at Subrecipient's sole expense.

8.3.6 Workers' Compensation Insurance. By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given at least ten (10) days prior written notice before modification or cancellation thereof.

8.3.7 Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. City, and its officers, employees and agents, shall be named as additional insureds under Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent

contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of El Cajon, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of El Cajon.

8.3.8 Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

8.3.9 Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient does not require the use of an automobile to meet program requirements in the Scope of Work, Subrecipient must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of El Cajon.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

8.4 **Amendment.** This Agreement may only be amended in writing by mutual agreement between the City and Subrecipient.

8.5 **Termination.**

8.5.1 For Cause. City may terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and, policies or directives as may become applicable at any time;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of Grant Funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

8.5.2 For Cause - Additional Remedies. If Subrecipient materially fails to comply with any term of this Agreement, as set forth in subsection 7.6.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Grant Funds pending correction of the deficiency by Subrecipient;
- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Grant Funds for the Program; and
- D. Take other remedies that may be legally available.

8.5.3 Availability of Grant Funds. Should the Grant Funds change pursuant to Section 5 of this Agreement, the City may suspend the operation of this Agreement upon three (3) days written notice to Subrecipient of its intention to so act.

8.5.4 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon ten (10) days written notice to the other Party.

8.6 **Costs Following Termination.** Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowed unless the City expressly authorizes them in writing in

connection with any notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired at the end of the funding period in which the termination takes effect.

9. ADMINISTRATIVE REQUIREMENTS.

9.1 Use of Grant Funds. Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover Eligible Expenses in implementing the Program consistent with the requirements of ARPA.

9.2 Budget. Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Budget, attached hereto as Exhibit "B". Any deviation from the attached Budget must be approved by the City, in writing. Subrecipient shall not make expenditures that deviate from the Budget Act or from the guidance given by the United States Treasury Department, including the answers to Frequently Asked Questions.

9.3 Changes in Grant Allocation. City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the term. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

9.4 Program Records. Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

9.5 Quarterly Reports. Subrecipient shall provide the City with quarterly reports as detailed on Exhibit "C" attached hereto and incorporated herein by reference, as well as any other reports as the City may reasonably require. Such reports shall identify the amount paid from the Grant Funds and the balance of the Grant Funds that Subrecipient has not spent.

9.6 Performance Monitoring. City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, termination

procedures will be initiated pursuant to Section 8.5.

9.7 **Recognition of City.** Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Program as being funded in part by the City of El Cajon's American Recue Plan Act Allocation for response to COVID-19.

9.8 **Lobbying.** Subrecipient certifies to the best of its knowledge and belief that:

9.8.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

9.8.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

9.8.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

10. **PROCUREMENT STANDARDS.**

Subrecipient shall ensure that the following provision are applies to any sub-awardee of the Subrecipient in any applicable sub-award or contract.

10.1 **Full and Open Competition.** Subrecipient must ensure that the procurement process allows for full and open competition, meaning that no contractors are unfairly excluded from bidding to prevent favoritism and ensures best value for the funds and that selected contractors are registered with the System for Award Management (SAM) (reference 2 CFR 200.320).

10.2 **Avoiding Conflicts of Interest.** Federal rules require that Subrecipient avoid real or perceived **conflicts** of interest, meaning that no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract if they have a personal or financial interest in the contractor.

10.3 **Documenting Procurement Decisions.** Subrecipient shall maintain proper documentation for every procurement decision made, including documenting the rationale for choosing a contractor, the procurement method used, and the basis for the contract price.

10.4 **Use of Approved Procurement Methods.** Federal guidelines identify different procurement methods based on the size of the purchase:

- **Micro-purchase (below \$10,000):** Subrecipient may directly procure goods or services without competition, but purchases must be equitably distributed among qualified suppliers.
- **Small purchase (up to \$250,000):** Subrecipient must obtain price or rate quotations from a reasonable number of qualified sources.
- **Sealed bids (for larger projects):** Subrecipient must use sealed bid procurement for construction and requires advertising bids publicly. Contracts are awarded to the lowest responsible bidder.
- **Non-competitive (sole-source) procurement:** Subrecipient is allowed, only in specific circumstances and when the service is available from only one provider, or there is an urgent need.

10.5 **Federal Contract Provisions.** Subrecipient is to ensure contracts include required federal provisions, such as:

- **Equal Employment Opportunity (EEO) clause,**
- **Davis-Bacon Act** (prevailing wage) provisions for contracts involving construction over \$2,000, and
- **Termination for Cause** and other clauses specified by federal guidelines.

10.6 **Cost or Price Analysis.** For purchases over the federal simplified acquisition threshold (currently \$250,000), Subrecipient must conduct a cost or price analysis to ensure that the contract cost is reasonable.

10.7 **Debarment and Suspension.** Subrecipient shall verify that contractors are not debarred or suspended from receiving federal funds, which can be viewed through the System for Award Management (SAM) website.

11. PERFORMANCE OF WORK

The following provisions shall be followed in the performance of work at 405 E. Lexington Avenue:

11.1 Prior to commencing work, all building permits are required to be secured.

11.2 Work not requiring permits shall be inspected and issued final approval of the City.

11.3 Purchased and installed equipment, as identified in Exhibit "A," shall include warranties.

11.4 Funds will be distributed to Subrecipient within thirty (30) days after completion of work, as defined by City's approved final inspection, and provision of receipts and invoices. A management fee, equal to 10 percent of the value of the reimbursement, will also be paid at the time of disbursement of funds.

12. **MONITORING AND REPORTING.**

12.1. Subrecipient agrees to provide the El Cajon access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the El Cajon with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoument of funds provided to Subrecipient.

12.2 Subrecipient shall provide to El Cajon reports, on a periodic basis as defined by El Cajon. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit "B" and specify the Program Scope of Work and Budget outlined in Exhibits "A" & "B," attached hereto and incorporated herein. In addition, Subrecipient will furnish to El Cajon, with reasonable promptness, such interim reports or such additional information in connection with the Services, as El Cajon may periodically request.

13. **AUDIT REQUIREMENTS.** Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

14. **NONDISCRIMINATION.** During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **CONFLICT OF INTEREST.** Subrecipient represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Subrecipient further warrants that Subrecipient have any real property, business interests or income interests that will be affected by this project or, alternatively, that Subrecipient will file with City an affidavit disclosing any such interest.

16. **COPELAND ANTI-KICKBACK ACT.** Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. **SEVERABILITY.** In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

19. **WAIVER.** Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

20. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

21. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Budget
Rule Exhibit "C" - Quarterly Reports

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be duly executed on the day and year first written above.

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

CHALDEAN COMMUNITY COUNCIL,
a California non-profit corporation

EXHIBIT "A"

SCOPE OF WORK

Roof Repairs

- C-39 licensed roof contractor
- Building Permit: required
- Warranty: Minimum 3 year workmanship and 15 year rolled roof manufactured warranty

HVAC Repairs/Replacement

- Licensed mechanical contractor
- Building permit: required
- Warranty: Minimum 1 year labor and 10 year warranty on equipment

Restore/Correct Unpermitted Work

- Television studio control room into compliance with Building Code (Building Permit required)
- Remove courtyard gazebo/awning
- Install hose bib in courtyard
- Repair drainage in courtyard
- Repair locking mechanism on windows (all required)
- Complete drywall under exterior stairs
- Parking striping and mark handicap accessible parking space(s)
- Remove non-compliant counter on 2nd floor
- Repair shower at 2nd floor bathroom
- Balcony/deck replaced damaged cracked areas
- Install tempered windows on 1st floor

General Building Repairs

- Flooring repairs/replacement
- Paint exterior walls in courtyard
- Install locking motor gate to parking lot entrance
- Ensure all electrical outlets working with cover plates
- Drywall and paint inside offices where damage exists
- Wall flooring molding through offices
- Illuminated exit signs
- Rehabilitate landscaping at front on Lexington Avenue

Small Business Incubator Improvements

- Remove fixed module furniture in "reception area"
- Remove kitchen island
- Remove desk & furniture in alcove area
- Remove carpet/replace with vinyl flooring
- Paint walls
- Install furniture and equipment

Building Code & ADA Issues

- Bathroom renovations to comply with ADA
- Remove non-compliant counters
- Lever type hardware at doors for accessibility

EXHIBIT "B"
BUDGET

Scope of Work	Cost Estimate	Estimate Construction Management Fee	TOTAL
Roof Repairs	\$180,000	\$15,000	\$198,000
HVAC Repairs/Replacement	\$150,000	\$15,000	\$165,000
Restore/Correct Unpermitted Work	\$120,000	\$12,000	\$132,000
Small Business Incubator Improvements	\$55,000	\$5,500	\$60,500
General Building Repairs	\$27,500	\$2,750	\$30,250
Building Code & ADA Issues	\$22,000	\$2,200	\$24,200
TOTAL	\$554,500	\$55,450	\$609,950

**EXHIBIT "C"
REPORTING**

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Internal Due Date	Due Date
1	2024	4	Oct 1 - Dec 31	Jan 15, 2025	Jan 31, 2025
2	2025	1	Jan 1 - Mar 31	Apr 15, 2025	Apr 30, 2025
3	2025	2	Apr 1 - Jun 30	Jul 15, 2025	Jul 31, 2025
4	2025	3	Jul 1 - Sep 30	Oct 15, 2025	Oct 31, 2025
5	2025	4	Oct 1 - Dec 31	Jan 15, 2026	Jan 31, 2026
6	2026	1	Jan 1 - Mar 31	Apr 15, 2026	Apr 30, 2026
7	2026	2	Apr 1 - Jun 30	Jul 15, 2026	Jul 31, 2026
8	2026	3	Jul 1 - Sep 30	Oct 15, 2026	Oct 31, 2026
9	2026	4	Oct 1 - Dec 31	Mar 15, 2027	Mar 31, 2027

Annual Project and Expenditure Report Timeline

Report	Year	Period Covered	Internal Due Date	Due Date
1	2024	Apr 1, 2023 - Mar 31, 2024	Apr 15, 2024	Apr 30, 2024
2	2025	Apr 1, 2024 - Mar 31, 2025	Apr 15, 2025	Apr 30, 2025
3	2026	Apr 1, 2025 - Mar 31, 2026	Apr 15, 2026	Apr 30, 2026
4	2027	Apr 1, 2026 - Dec 31, 2026	Apr 15, 2027	Apr 30, 2027

Each quarterly report shall include:

- Progress on each item identified in the Scope of Work (Exhibit "A"),
- New contracts, agreements, etc., and
- Amounts expended during the quarter.

**AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND
NEWCOMERS SUPPORT AND DEVELOPMENT (NSD)
FOR THE PURCHASE OF EQUIPMENT AND A VEHICLE TO
SUPPORT THE "IN ARABIC MEDIA OUTREACH" PROGRAM**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF EL CAJON, a California charter city and municipal corporation ("City") and Newcomers Support and Development (NSD), a California non-profit corporation ("Subrecipient").

RECITALS

A. The American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

B. The City has been directly allocated ARPA funds for the benefit of the community.

C. ARPA funds allocated may only be used for expenditures incurred between March 3, 2021, and December 31, 2024, in guidance from the United States Treasury Department, including the answers to Frequently Asked Questions.

D. On _____, the El Cajon City Council approved an expenditure plan for the ARPA funds ("Expenditure Plan"), wherein approximately \$_____ was allocated for Economic Development.

E. Subrecipient has submitted a proposal to the City outreach services to Arabic speaking members of the community referred to as "In Arabic Media Outreach." To assist in accomplishing services identified in Exhibit "A," Subrecipient has requested the use of ARPA funds for the purchase of equipment and a vehicle ("Project"). These are eligible for expenditure of the Recovery Funds under the Uniform Guidance. The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

F. The City has agreed to provide ARPA funds to the Subrecipient in the amount an amount up to \$150,000 for costs associated with the Program ("Grant Funds").

G. The Parties intend this Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, the City and Subrecipient agree as follows:

1. **SCOPE OF SERVICES.** Subrecipient shall provide services as more particularly described in Exhibit "A," entitled Scope of Services ("Services"), attached and incorporated by reference, in accordance with this Agreement.
2. **TERM.** The term of the Agreement shall begin on November 1, 2024, and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.
3. **GRANT FUNDS.** City shall allocate to Subrecipient a grant amount not to exceed \$150,000, as further described in Exhibit "B."
4. **ELIGIBILITY FOR THE PROGRAM.** Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The City of El Cajon shall make Program funds available to designated program participants within El Cajon.
5. **NOTICES.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY
City of El Cajon
Attn: Ryan Villegas
200 Civic Center Way
El Cajon, CA 92020

SUBRECIPIENT
Newcomers Support and Development
Attn: _____
480 North Magnolia, Suite 102
El Cajon, CA 92020

6. **AVAILABILITY OF GRANT FUNDS.** City's allocation of funding to Subrecipient is contingent upon the allocation funds to the City under ARPA. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend Grant Funds, and may restrict Subrecipient's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 8.4. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 8.5 of this Agreement.
7. **COMPLIANCE.** By executing this Agreement, Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the, including adherence to all federal requirements, pursuant to its application and certifications for any funding related to ARPA, including but not limited to the following, as they may be applicable:

7.1 The ARPA Final Rule and guidelines set forth by the U.S. Department of the Treasury.

7.2 Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.)

7.3 Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

7.4 Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.

7.5 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

7.6 Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

7.7 The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

7.8 The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

8. **GENERAL CONDITIONS.**

8.1 **Subrecipient as Independent Contractor.** In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. Subrecipient acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation

or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it provides Services. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

8.2 Indemnity. Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify, and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by Subrecipient or any of its employees, agents or subcontractors, and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California.

Parties also expressly agree that any payment, attorneys' fees, cost, or expense that the City incurs, or makes to or on behalf of an injured employee under the City's self-administered workers' compensation, is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

8.3 Insurance.

8.3.1 General Provisions. Prior to the City's execution of this Agreement, Subrecipient shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits,

forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

8.3.2 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

8.3.3 Ratings. Any insurance policy or coverage provided by Subrecipient or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

8.3.4 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.

8.3.5 Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage, as Subrecipient deems adequate, at Subrecipient's sole expense.

8.3.6 Workers' Compensation Insurance. By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given at least ten (10) days prior written notice before modification or cancellation thereof.

8.3.7 Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. City, and its officers, employees and agents, shall be named as additional insureds under Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of El Cajon, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of El Cajon.

8.3.8 Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

8.3.9 Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient does not require the use of an automobile to meet program requirements in the Scope of Work, Subrecipient must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of El Cajon.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned

vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

8.4 Amendment. This Agreement may only be amended in writing by mutual agreement between the City and Subrecipient.

8.5 Termination.

8.5.1 For Cause. City may terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and, policies or directives as may become applicable at any time;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of Grant Funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

8.5.2 For Cause - Additional Remedies. If Subrecipient materially fails to comply with any term of this Agreement, as set forth in subsection 7.6.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Grant Funds pending correction of the deficiency by Subrecipient;
- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Grant Funds for the Program; and
- D. Take other remedies that may be legally available.

8.5.3 Availability of Grant Funds. Should the Grant Funds change pursuant to Section 5 of this Agreement, the City may suspend the operation of this Agreement upon three (3) days written notice to Subrecipient of its intention to so act.

8.5.4 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon ten (10) days written notice to the other Party.

8.6 **Costs Following Termination.** Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowed unless the City expressly authorizes them in writing in connection with any notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired at the end of the funding period in which the termination takes effect.

9. ADMINISTRATIVE REQUIREMENTS.

9.1 **Use of Grant Funds.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover Eligible Expenses in implementing the Program consistent with the requirements of ARPA.

9.2 **Budget.** Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Budget, attached hereto as Exhibit "B". Any deviation from the attached Budget must be approved by the City, in writing. Subrecipient shall not make expenditures that deviate from the Budget Act or from the guidance given by the United States Treasury Department, including the answers to Frequently Asked Questions.

9.3 **Changes in Grant Allocation.** City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the term. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

9.4 **Program Records.** Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

9.5 **Quarterly Reports.** Subrecipient shall provide the City with quarterly reports as detailed on Exhibit "C" attached hereto and incorporated herein by reference, as well as any other reports as the City may reasonably require. Such reports shall identify the amount paid from the Grant Funds and the balance of the Grant Funds that Subrecipient has not spent.

9.6 **Performance Monitoring.** City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 8.5.

9.7 **Recognition of City.** Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Program as being funded in part by the City of El Cajon's American Rescue Plan Act Allocation for response to COVID-19.

9.8 **Lobbying.** Subrecipient certifies to the best of its knowledge and belief that:

9.8.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

9.8.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

9.8.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

10. **PROCUREMENT STANDARDS.**

Subrecipient shall ensure that the following provision are applies to any sub-awardee of the Subrecipient in any applicable sub-award or contract.

10.1 **Full and Open Competition.** Subrecipient must ensure that the procurement process allows for full and open competition, meaning that no contractors

are unfairly excluded from bidding to prevent favoritism and ensures best value for the funds and that selected contractors are registered with the System for Award Management (SAM) (reference 2 CFR 200.320).

10.2 Avoiding Conflicts of Interest. Federal rules require that Subrecipient avoid real or perceived conflicts of interest, meaning that no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract if they have a personal or financial interest in the contractor.

10.3 Documenting Procurement Decisions. Subrecipient shall maintain proper documentation for every procurement decision made, including documenting the rationale for choosing a contractor, the procurement method used, and the basis for the contract price.

10.4 Use of Approved Procurement Methods. Federal guidelines identify different procurement methods based on the size of the purchase:

- **Micro-purchase (below \$10,000):** Subrecipient may directly procure goods or services without competition, but purchases must be equitably distributed among qualified suppliers.
- **Small purchase (up to \$250,000):** Subrecipient must obtain price or rate quotations from a reasonable number of qualified sources.
- **Sealed bids (for larger projects):** Subrecipient must use sealed bid procurement for construction and requires advertising bids publicly. Contracts are awarded to the lowest responsible bidder.
- **Non-competitive (sole-source) procurement:** Subrecipient is allowed, only in specific circumstances and when the service is available from only one provider, or there is an urgent need.

10.5 Federal Contract Provisions. Subrecipient is to ensure contracts include required federal provisions, such as:

- **Equal Employment Opportunity (EEO)** clause,
- **Davis-Bacon Act** (prevailing wage) provisions for contracts involving construction over \$2,000, and
- **Termination for Cause** and other clauses specified by federal guidelines.

10.6 Cost or Price Analysis. For purchases over the federal simplified acquisition threshold (currently \$250,000), Subrecipient must conduct a cost or price analysis to ensure that the contract cost is reasonable.

10.7 Debarment and Suspension. Subrecipient shall verify that contractors are not debarred or suspended from receiving federal funds, which can be viewed through the System for Award Management (SAM) website.

11. PERFORMANCE OF WORK

The following provisions shall be followed in the performance of the Project:

11.1 Purchased and installed equipment, as identified in Exhibit "A," shall include warranties, if applicable.

11.2 Funds will be distributed to Subrecipient within thirty (30) days after completion of purchase after inspection of the purchase and provision of receipts and invoices.

12. MONITORING AND REPORTING.

12.1. Subrecipient agrees to provide the El Cajon access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the El Cajon with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

12.2 Subrecipient shall provide to El Cajon reports, on a periodic basis as defined by El Cajon. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit "B" and specify the Program Scope of Work and Budget outlined in Exhibits "A" & "B," attached hereto and incorporated herein. In addition, Subrecipient will furnish to El Cajon, with reasonable promptness, such interim reports or such additional information in connection with the Services, as El Cajon may periodically request.

13. **AUDIT REQUIREMENTS.** Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.

- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

14. **NONDISCRIMINATION.** During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **CONFLICT OF INTEREST.** Subrecipient represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Subrecipient further warrants that Subrecipient have any real property, business interests or income interests that will be affected by this project or, alternatively, that Subrecipient will file with City an affidavit disclosing any such interest.

16. **COPELAND ANTI-KICKBACK ACT.** Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. **SEVERABILITY.** In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

19. **WAIVER.** Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

20. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been

signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

21. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Budget
- Rule Exhibit "C" - Quarterly Reports

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be duly executed on the day and year first written above.

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

NEWCOMERS SUPPORT AND DEVELOPMENT,
a California non-profit corporation

EXHIBIT "A"
SCOPE OF WORK

With the purchase of a vehicle and video production equipment as described in Exhibit "B," Newcomers Support and Development (NSD) will engage in the "In Arabic Media Outreach" project. Between April 1, 2025 and December 31, 2026, NSD commits to perform the following services:

- Provide monthly City updates, activities, announcements, and events in Arabic.
- Introduce the City Council, and other departments directors to the community, explain what they do, and how to contact them.
- Work on quarterly videos about the services provided by the City.
- Work with the City to provide any important announcements or clarifications during disasters or unexpected events.
- Assist the City's media department with professional video and audio recording equipment.

EXHIBIT "B"
BUDGET

Scope of Work	Cost Estimate
4 Doors SUV Large Cargo Space	\$70,000
Sony BURANO Camera	\$30,000
Cooke SP3 Full-Frame 5-Lens	\$27,000
4 X Blackmagic Cameras	\$11,000
Blackmagic ATEM 2 M/E Panel	\$12,000
TOTAL	\$150,000

EXHIBIT "C"
REPORTING

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Internal Due Date	Due Date
1	2024	4	Oct 1 - Dec 31	Jan 15, 2025	Jan 31, 2025
2	2025	1	Jan 1 - Mar 31	Apr 15, 2025	Apr 30, 2025
3	2025	2	Apr 1 - Jun 30	Jul 15, 2025	Jul 31, 2025
4	2025	3	Jul 1 - Sep 30	Oct 15, 2025	Oct 31, 2025
5	2025	4	Oct 1 - Dec 31	Jan 15, 2026	Jan 31, 2026
6	2026	1	Jan 1 - Mar 31	Apr 15, 2026	Apr 30, 2026
7	2026	2	Apr 1 - Jun 30	Jul 15, 2026	Jul 31, 2026
8	2026	3	Jul 1 - Sep 30	Oct 15, 2026	Oct 31, 2026
9	2026	4	Oct 1 - Dec 31	Mar 15, 2027	Mar 31, 2027

Annual Project and Expenditure Report Timeline

Report	Year	Period Covered	Internal Due Date	Due Date
1	2024	Apr 1, 2023 - Mar 31, 2024	Apr 15, 2024	Apr 30, 2024
2	2025	Apr 1, 2024 - Mar 31, 2025	Apr 15, 2025	Apr 30, 2025
3	2026	Apr 1, 2025 - Mar 31, 2026	Apr 15, 2026	Apr 30, 2026
4	2027	Apr 1, 2026 - Dec 31, 2026	Apr 15, 2027	Apr 30, 2027

Each quarterly report shall include:

- Progress on each item identified in the Scope of Work (Exhibit "A"),
- New contracts, agreements, etc., and
- Amounts expended during the quarter.

**AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF EL CAJON AND THE
DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
FOR CAPITAL IMPROVEMENTS TO DOWNTOWN EL CAJON**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF EL CAJON, a California charter city and municipal corporation ("City") and the Downtown El Cajon Business Partners, Inc., a California 501(c)(6) corporation ("Subrecipient").

RECITALS

A. The American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

B. The City has been directly allocated ARPA funds for the benefit of the community.

C. ARPA funds allocated may only be used for expenditures incurred between March 3, 2021, and December 31, 2024, in guidance from the United States Treasury Department, including the answers to Frequently Asked Questions.

D. On _____, the El Cajon City Council approved an expenditure plan for the ARPA funds ("Expenditure Plan"), wherein approximately \$_____ was allocated for Economic Development.

E. Subrecipient has submitted a proposal to the City for the installation of capital improvements and amenities in Downtown El Cajon to encourage economic development growth and job creation. These capital improvements and purchases ("Project") are eligible for expenditure of the Recovery Funds under the Uniform Guidance. The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

F. The City has agreed to provide ARPA funds to the Subrecipient in the minimum grant amount of \$300,000 for costs associated with the Program ("Grant Funds"). The amount of funds may increase depending on ARPA funding availability.

G. The Parties intend this Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, the City and Subrecipient agree as follows:

1. **SCOPE OF SERVICES.** Subrecipient shall provide services as more particularly described in Exhibit "A," entitled Scope of Services ("Services"), attached and incorporated by reference, in accordance with this Agreement.

2. **TERM.** The term of the Agreement shall begin on November 1, 2024, and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **GRANT FUNDS.** City shall allocate to Subrecipient a minimum grant amount of \$300,000, as further described in Exhibit "B."

4. **ELIGIBILITY FOR THE PROGRAM.** Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The City of El Cajon shall make Program funds available to designated program participants within El Cajon.

5. **NOTICES.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY
City of El Cajon
Attn: Ryan Villegas
200 Civic Center Way
El Cajon, CA 92020

SUBRECIPIENT
Downtown El Cajon Business Partners, Inc.
Attn: _____

El Cajon, CA 92020

6. **AVAILABILITY OF GRANT FUNDS.** City's allocation of funding to Subrecipient is contingent upon the allocation funds to the City under ARPA. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend Grant Funds, and may restrict Subrecipient's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 8.4. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 8.5 of this Agreement.

7. **COMPLIANCE.** By executing this Agreement, Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the, including adherence to all federal requirements, pursuant to its application and certifications for any funding related to ARPA, including but not limited to the following, as they may be applicable:

7.1 The ARPA Final Rule and guidelines set forth by the U.S. Department of the Treasury.

7.2 Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.)

7.3 Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

7.4 Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.

7.5 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

7.6 Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

7.7 The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

7.8 The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

8. GENERAL CONDITIONS.

8.1 Subrecipient as Independent Contractor. In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City. Subrecipient acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it provides Services. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

8.2 Indemnity. Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify, and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by Subrecipient or any of its employees, agents or subcontractors, and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California.

Parties also expressly agree that any payment, attorneys' fees, cost, or expense that the City incurs, or makes to or on behalf of an injured employee under the City's self-administered workers' compensation, is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

8.3 Insurance.

8.3.1 General Provisions. Prior to the City's execution of this Agreement, Subrecipient shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

8.3.2 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

8.3.3 Ratings. Any insurance policy or coverage provided by Subrecipient or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

8.3.4 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.

8.3.5 Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage, as Subrecipient deems adequate, at Subrecipient's sole expense.

8.3.6 Workers' Compensation Insurance. By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given at least ten (10) days prior written notice before modification or cancellation thereof.

8.3.7 Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. City, and its officers, employees and agents, shall be named as additional insureds under Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited

to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of El Cajon, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of El Cajon.

8.3.8 Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

8.3.9 Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient does not require the use of an automobile to meet program requirements in the Scope of Work, Subrecipient must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of El Cajon.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

8.4 **Amendment.** This Agreement may only be amended in writing by mutual agreement between the City and Subrecipient.

8.5 **Termination.**

8.5.1 For Cause. City may terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and, policies or directives as may become applicable at any time;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of Grant Funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

8.5.2 For Cause - Additional Remedies. If Subrecipient materially fails to comply with any term of this Agreement, as set forth in subsection 7.6.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Grant Funds pending correction of the deficiency by Subrecipient;
- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Grant Funds for the Program; and
- D. Take other remedies that may be legally available.

8.5.3 Availability of Grant Funds. Should the Grant Funds change pursuant to Section 5 of this Agreement, the City may suspend the operation of this Agreement upon three (3) days written notice to Subrecipient of its intention to so act.

8.5.4 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon ten (10) days written notice to the other Party.

8.6 **Costs Following Termination.** Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowed unless the City expressly authorizes them in writing in connection with any notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired at the end of the funding period in which the termination takes effect.

9. **ADMINISTRATIVE REQUIREMENTS.**

9.1 **Use of Grant Funds.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover Eligible Expenses in implementing the Program consistent with the requirements of ARPA.

9.2 **Budget.** Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Budget, attached hereto as Exhibit "B". Any deviation from the attached Budget must be approved by the City, in writing. Subrecipient shall not make expenditures that deviate from the Budget Act or from the guidance given by the United States Treasury Department, including the answers to Frequently Asked Questions.

9.3 **Changes in Grant Allocation.** City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the term. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

9.4 **Program Records.** Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

9.5 **Quarterly Reports.** Subrecipient shall provide the City with quarterly reports as detailed on Exhibit "C" attached hereto and incorporated herein by reference, as well as any other reports as the City may reasonably require. Such reports shall identify the amount paid from the Grant Funds and the balance of the Grant Funds that Subrecipient has not spent.

9.6 Performance Monitoring. City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 8.5.

9.7 Recognition of City. Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Program as being funded in part by the City of El Cajon's American Recue Plan Act Allocation for response to COVID-19.

9.8 Lobbying. Subrecipient certifies to the best of its knowledge and belief that:

9.8.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

9.8.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

9.8.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

10. PROCUREMENT STANDARDS.

Subrecipient shall ensure that the following provision are applies to any sub-awardee of the Subrecipient in any applicable sub-award or contract.

10.1 Full and Open Competition. Subrecipient must ensure that the procurement process allows for full and open competition, meaning that no contractors are unfairly excluded from bidding to prevent favoritism and ensures best value for the

funds and that selected contractors are registered with the System for Award Management (SAM) (reference 2 CFR 200.320).

10.2 Avoiding Conflicts of Interest. Federal rules require that Subrecipient avoid real or perceived conflicts of interest, meaning that no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract if they have a personal or financial interest in the contractor.

10.3 Documenting Procurement Decisions. Subrecipient shall maintain proper documentation for every procurement decision made, including documenting the rationale for choosing a contractor, the procurement method used, and the basis for the contract price.

10.4 Use of Approved Procurement Methods. Federal guidelines identify different procurement methods based on the size of the purchase:

- **Micro-purchase (below \$10,000):** Subrecipient may directly procure goods or services without competition, but purchases must be equitably distributed among qualified suppliers.
- **Small purchase (up to \$250,000):** Subrecipient must obtain price or rate quotations from a reasonable number of qualified sources.
- **Sealed bids (for larger projects):** Subrecipient must use sealed bid procurement for construction and requires advertising bids publicly. Contracts are awarded to the lowest responsible bidder.
- **Non-competitive (sole-source) procurement:** Subrecipient is allowed, only in specific circumstances and when the service is available from only one provider, or there is an urgent need.

10.5 Federal Contract Provisions. Subrecipient is to ensure contracts include required federal provisions, such as:

- **Equal Employment Opportunity (EEO)** clause,
- **Davis-Bacon Act** (prevailing wage) provisions for contracts involving construction over \$2,000, and
- **Termination for Cause** and other clauses specified by federal guidelines.

10.6 Cost or Price Analysis. For purchases over the federal simplified acquisition threshold (currently \$250,000), Subrecipient must conduct a cost or price analysis to ensure that the contract cost is reasonable.

10.7 Debarment and Suspension. Subrecipient shall verify that contractors are not debarred or suspended from receiving federal funds, which can be viewed through the System for Award Management (SAM) website.

11. PERFORMANCE OF WORK

The following provisions shall be followed in the performance of the Project:

11.1 Prior to commencing work, all building permits are required to be secured.

11.2 Work not requiring permits shall be inspected and issued final approval of the City.

11.3 Purchased and installed equipment, as identified in Exhibit "A," shall include warranties.

11.4 Funds will be distributed to Subrecipient within thirty (30) days after completion of work, as defined by City's approved final inspection, and provision of receipts and invoices.

12. **MONITORING AND REPORTING.**

12.1. Subrecipient agrees to provide the El Cajon access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the El Cajon with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

12.2 Subrecipient shall provide to El Cajon reports, on a periodic basis as defined by El Cajon. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit "B" and specify the Program Scope of Work and Budget outlined in Exhibits "A" & "B," attached hereto and incorporated herein. In addition, Subrecipient will furnish to El Cajon, with reasonable promptness, such interim reports or such additional information in connection with the Services, as El Cajon may periodically request.

13. **AUDIT REQUIREMENTS.** Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.

- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

14. **NONDISCRIMINATION.** During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **CONFLICT OF INTEREST.** Subrecipient represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Subrecipient further warrants that Subrecipient have any real property, business interests or income interests that will be affected by this project or, alternatively, that Subrecipient will file with City an affidavit disclosing any such interest.

16. **COPELAND ANTI-KICKBACK ACT.** Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. **SEVERABILITY.** In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable

19. **WAIVER.** Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

20. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

21. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Budget
- Rule Exhibit "C" - Quarterly Reports

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be duly executed on the day and year first written above.

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

DOWNTOWN EL CAJON
BUSINESS PARTNERS, INC.,
a California 501(c)(6) corporation

EXHIBIT "A"
SCOPE OF WORK

- 1) Installation of a fence and gates around the parking lot east of Prescott Promenade
- 2) Purchase and installation of relocatable benches, tables, and umbrellas
- 3) Installation of additional planter boxes
- 4) Additional and replacement lighting
- 5) Storage structure for downtown activity equipment
- 6) Speakers along Main Street and Art Alley
- 7) LED Color Changing Lights for Main Street

EXHIBIT "B"
BUDGET

Scope of Work	Cost Estimate
Installation of a fence and gates around the parking lot east of Prescott Promenade	\$200,000
Purchase and installation of relocatable benches, tables, and umbrellas	\$35,750
Installation of additional planter boxes	\$60,000
Storage structure for downtown activity equipment	\$30,000
Speakers along Main Street and Art Alley	\$24,000
LED Color Changing Lights for Main St	\$18,000
Pond rehabilitation	\$145,000

EXHIBIT "C"
REPORTING

Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Internal Due Date	Due Date
1	2024	4	Oct 1 - Dec 31	Jan 15, 2025	Jan 31, 2025
2	2025	1	Jan 1 - Mar 31	Apr 15, 2025	Apr 30, 2025
3	2025	2	Apr 1 - Jun 30	Jul 15, 2025	Jul 31, 2025
4	2025	3	Jul 1 - Sep 30	Oct 15, 2025	Oct 31, 2025
5	2025	4	Oct 1 - Dec 31	Jan 15, 2026	Jan 31, 2026
6	2026	1	Jan 1 - Mar 31	Apr 15, 2026	Apr 30, 2026
7	2026	2	Apr 1 - Jun 30	Jul 15, 2026	Jul 31, 2026
8	2026	3	Jul 1 - Sep 30	Oct 15, 2026	Oct 31, 2026
9	2026	4	Oct 1 - Dec 31	Mar 15, 2027	Mar 31, 2027

Annual Project and Expenditure Report Timeline

Report	Year	Period Covered	Internal Due Date	Due Date
1	2024	Apr 1, 2023 - Mar 31, 2024	Apr 15, 2024	Apr 30, 2024
2	2025	Apr 1, 2024 - Mar 31, 2025	Apr 15, 2025	Apr 30, 2025
3	2026	Apr 1, 2025 - Mar 31, 2026	Apr 15, 2026	Apr 30, 2026
4	2027	Apr 1, 2026 - Dec 31, 2026	Apr 15, 2027	Apr 30, 2027

Each quarterly report shall include:

- Progress on each item identified in the Scope of Work (Exhibit "A"),
- New contracts, agreements, etc., and
- Amounts expended during the quarter.



City Council
Agenda Report

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Vince DiMaggio, Assistant City Manager
SUBJECT: Summary of the 2024 State Legislative Session

RECOMMENDATION:

This is an informational item only. No action from the City Council is required.

BACKGROUND:

The final day of the 2024 California Legislative Session was August 31. The Governor had until September 30, 2024 to sign or veto bills coming out of the session. This year, there were a total of 2,159 bills introduced; about 400 fewer than last year. Of those bills, 1,206 passed both houses of the legislature and went on to the Governor for action. Governor Newsom vetoed 189 bills this year; roughly 15%.

Two major themes came out of this legislative session: 1) planning and housing related bills and 2) retail theft bills.

During the session, there were over 215 bills proposed dealing with planning or housing. Of those 56 were passed – of which 25 affect cities directly. Staff believes that at least twelve (12) of these bills will require some type of amendment to the Municipal Code. Those bills are detailed in the attachment to this report. The legislature continues the effort to create a homogenous, “one-size fits all” zoning plan for the state. The legislature also continues to mandate that cities and counties allow greater numbers of accessory dwelling units (ADUs) on single parcels in neighborhoods, by right, and with little apparent understanding or regard for the inability of existing infrastructure to handle the increased density.

The preeminent “battle” during the legislative session was the issue of crime and retail theft. The refusal of the state legislature to take any action to fix the statewide negative impacts caused by Proposition 47, resulted in a grassroots effort to repeal portions of Proposition 47 through an initiative that will appear on the November ballot (Proposition 36).

In response to this, the Governor directed allies in the legislature to propose a suite of twelve (12) bills that ostensibly were meant to deal with the shortcomings of Proposition 47. The collection of bills gave “lip service” to the overall problems of retail theft created by Proposition 47, but did not propose the type of solutions the public has been calling for. Additionally, each of the bills contains a nullification clause that renders the bills moot if Proposition 36 passes – another indicator of the lack of seriousness in which the majority party treats this issue. Each of these bills is detailed in the attachment to this report.

Staff monitored a number of other bills on a variety of different topics and those are also detailed in the attachment to this report. Given the sheer number of bills, it is likely staff will uncover additional mandates incumbent upon us as we gain awareness of all of the bills that have been signed into law.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

Prepared By: Vince DiMaggio, Assistant City Manager

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

List of Bills

SB 1164 (Newman) Property Taxation: New Construction Exclusion: Accessory Dwelling Units. This measure would exempt new ADU construction from property tax assessment for 15 years from the date of completion or until the property is sold. (Status: Dead.)

AB 2274 (Dixon) Taxation: Sales and Use Taxes: Exemption: Tax Holiday. This measure would create sales tax exemptions for qualified school supplies purchased during the first weekend in August of each year. (Status: Dead)

SB 1494 (Glazer) Local Agencies: Sales and Use Tax: Retailers. This measure, as of January 1, 2024, would prohibit a city from entering a sales tax rebate agreement with a retailer. As of January 1, 2030, this measure would make all existing sales tax rebate agreements void and unenforceable. (Status: Dead)

AB 2418 (Patterson) Federal Pre-emption. This measure would allow the federal emissions standards to preempt California's more restrictive requirements. (Status: Dead)

AB 2626 (Dixon) 10-Year Delay. This measure would allow local governments a 10-year delay in converting fleet vehicles (trucks) to emission-free vehicles. (Status: Dead).

AB 3005 (Wallis) Motor Vehicle Fuel Tax Law: Adjustment Suspension. This measure would authorize the Governor to suspend the annual adjustment to the motor vehicle fuel tax if, in the Governor's opinion, the upward adjustment would adversely impact low and middle income families. (Status: Dead)

AB 1794 (McCarty) Crimes. This measure would make changes to retail theft (reforming Prop. 47) by allowing value of items taken in multiple thefts at different locations to be aggregated and if over \$950, prosecuted as felony grand theft. (Status: Dead).

AB 1772 (Ramos) Theft. This measure would make changes to Proposition 47 including reinstating felony theft with two prior convictions and a mandatory jail term. (Status: Dead)

SB 820 (Alvarado-Gil) Cannabis: Enforcement: Seizure of Property. This measure would provide that the civil asset forfeiture provisions, currently applicable to unlicensed manufacturing of alcoholic beverages (i.e., moonshining), to cover unlicensed commercial cannabis activities. (Status: Dead).

AB 3171 (Soria) Controlled Substances: Fentanyl. Basically a meaningless bill and an example of "virtue signaling;" the bill would increase penalties for the sale or purchase of more than 28.35 grams of fentanyl – or enough fentanyl to kill about 20,000 people. (Status: Dead).

SB 1502 (Ashby) Controlled Substances: Xylazine.

This bill simply adds the drug xylazine, also known as “tranq” or “zombie drug” to a list of other drugs that state the intent of the Legislature to enact legislation to increase criminal penalties for the illicit use of xylazine. (Status: Dead).

SB 21 (Umberg) Controlled Substances.

This measure would require a person who is convicted of crimes related to controlled substances to receive a written advisory of the danger of manufacturing or distribution of controlled substances and that, if a person dies because of that action, the distributor can be charged with voluntary manslaughter or murder. (Status: Two-year bill submitted in 2022; Dead).

AB 2034 (Rodriguez) Crimes: Loitering for the Purpose of Engaging in a Prostitution Offense.

This measure would make it a misdemeanor to loiter in a public place with the intent to commit prostitution. This measure would also provide that a person’s clothing shall not solely determine whether a person is loitering. (Status: Dead).

AB 2042 (Jackson) Police Canines: Standards and Training.

This measure would require the Commission on Peace Officers Standards and Training (POST) to develop standards and training guidelines for the use of canines by law enforcement which focus on restricting canine activity. It would also require each law enforcement agency in California, on or before January 1, 2027, to adopt a policy for the use of canines that complies with these standards. (Status: Dead).

AB 3241 (Pacheco) Law Enforcement: Police Canines.

This measure would require the Commission on Peace Officers Standards and Training (POST) to develop standards and training guidelines for the use of canines by law enforcement by referencing existing law and procedures. It would also require each law enforcement agency in California to adopt a policy for the use of canines that complies with these standards. (Status: Dead).

AB 1820 (Schiavo) Housing Development Projects: Applications. Fees And Exactions.

This measure would require local agencies to provide an estimate of all taxes and fees within 10 business days of a request from a project applicant during the preliminary application process. (Status: Signed by Governor).

SB 1210 (Skinner) New Housing Construction: Electrical, Gas, Sewer, and Water Service Connections: Charges.

This measure would cap fees for electrical, gas, or water services at 1% of the total building permit value of new housing construction. (Status: Signed by Governor).

SB 1116 (Portantino and Durazo) Unemployment Insurance: Trade Disputes: Eligibility For Benefits.

This measure would grant employees unemployment eligibility after two weeks of leaving work to strike. (Status: Failed in Committee/Dead).

SB 252 (Gonzalez) Public Retirement Systems: Fossil Fuels: Divestment.

This measure would prohibit the California Public Employees' Retirement System (CalPERS) from investing in the 200 largest fossil fuel companies effective on January 1, 2024, and would require the system to divest existing investments in the companies on or before July 1, 2031. (Status: Dead).

Newsom Anti-Theft Package

AB 1779 (Irwin) Theft; Jurisdiction.

Allows criminal theft charges to be consolidated and brought in any jurisdiction where the merchandise was stolen, received, found, or where the accused acted in relation to the merchandise. (Status: Signed by Governor)

AB 1794 (McCarty) Crimes; Larceny.

Allows retailers to submit details of alleged retail theft through an online portal. (Status: Suspension file/Dead).

AB 1802 (Jones-Sawyer) Crimes; Organized theft.

Removes the 2031 sunset provision on an existing organized retail theft statute. (Status: Signed by Governor).

AB 1960 (Rivas) Sentencing enhancements; property loss.

Creates sentencing enhancements, until 2030, for retail theft committed while in commission of a felony. (Status: Signed by Governor).

AB 1972 (Alanis) Regional property crimes task force.

Requires regional property crimes task force to cooperate with railroad police and establishes cargo theft as a property crime. (Status: Signed by Governor)

AB 2943 (Zbur) Crimes; Shoplifting.

Makes it a crime to possess stolen property intended for sale or exchange, and not personal use, where the value exceeds \$950. (Status: Signed by Governor)

AB 3209 (Berman) Crimes; theft; retail crimes; restraining orders.

Allows a court to issue an order prohibiting a person from being present on the grounds of, or any parking lot adjacent to and used to service, a retail establishment and any other retail establishments in that chain or franchise, as specified, and makes a violation of the order would be punishable as a misdemeanor punishable by incarceration in county jail for up to six months. (Status: Signed by Governor).

SB 905 (Weiner) Crimes; theft from vehicle.

Makes forcibly entry into a vehicle with the intent to commit a theft a crime punishable by one year in jail. (Status: Signed by Governor).

SB 982 (Wahab) Crimes; organized theft.

Repeals the 2026 sunset date for an organized retail theft statute concerning two or more individuals. (Status: Signed by Governor).

SB 1144 (Skinner) Marketplaces; online.

Prevents online marketplaces from listing or selling stolen goods. (Status: Signed by Governor).

SB 1242 (Min) Crimes; fires.

Creates an aggravating factor when setting a fire to enter a retail establishment for the purpose of committing theft. (Status: Signed by Governor).

SB 1416 (Newman) Sentencing enhancements.

Creates a 2030 sunset on certain sentencing enhancements for retail theft. (Status: Signed by Governor).

Bills Requiring Zoning Code Amendments or Additional Work and Analysis

SB 1211 (Skinner) Land Use ADU's.

Prohibits local agencies from requiring the replacement of uncovered parking if such parking is removed to create an ADU. (Status: Signed by Governor).

SB 1123 (Caballero) Planning & Zoning; subdivisions.

Requires cities to ministerially approve a 10 lot subdivision and does not require that ADU's, as part of this development, be counted toward the 10-unit cap. (Status: Signed by Governor)

SB 937 (Weiner) Development projects; fees.

Prohibits local agencies from collecting fees associated with development projects in advance of the final building inspection or the date the Certificate of Occupancy is issued. (Signed by Governor).

AB 3093 (Ward) Land use; housing element.

Makes various requirements of local agencies pertaining to sections required in housing element updates, including but not limited to a report on the progress in providing the city's share of the regional housing needs, and defining seven levels of income. (Status: Signed by Governor)

AB 2667 (Santiago) Housing Element; reporting.

Requires the local agency to identify the various sites suitable for housing in furtherance of their regional housing responsibility and post the inventory on the city's website. Required additional reporting requirements pertaining to adaptive reuse projects (see AB 3068). (Status: Signed by Governor).

AB 3068 (Haney) Adaptive reuse.

Creates the Office to Housing Conversion Act. Creates streamlined, ministerial approvals for office to residential conversions (adaptive reuse) with certain financial incentives. (Status: Vetoed by Governor).

AB 2243 (Wicks) Housing development projects.

Expands the incentives provided by AB 2011, which ministerially allows housing developments, under certain geographic conditions, in areas zoned for parking, retail, or office uses. Makes said developments exempt from CEQA provided that certain labor and affordability provisions are met. (Status: Signed by Governor).

AB 2694 (Ward) Density bonus law.

Adds “residential care facility for the elderly” as a category eligible for a density bonus. (Status: Signed by Governor).

AB 2430 (Alvarez) Density bonus law.

Prohibits city’s from charging a monitoring fee to monitor and ensure affordable units are being rented or purchased by those of qualifying incomes. (Status: Signed by Governor).

AB 2553 (Friedman) Housing development; transit stops.

Presently, certain development projects are exempt from CEQA if they are located on a transit route with a 15 minute service interval. This law increases the interval to 20 minutes. (Status: Signed by Governor).

AB 2663 (Grayson) Inclusionary housing; in-lieu fees.

Further defines a housing in-lieu fee and requires publication on a city’s website the amount of in-lieu fees collected annually and whether those fees are being used to provide housing. (Status: Signed by Governor).



City Council
Agenda Report

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Annual Report from the Downtown El Cajon Business Partners and Property-Based Improvement District (PBID) Considerations

RECOMMENDATION:

That the City Council:

1. Considers receiving the 2024 Annual Report from the Downtown El Cajon Business Partners;
2. Receives an update on progress made towards recommendations from the New City America report from February 13, 2024; and
3. Provides feedback on possible action related to the Property-Based Improvement District (PBID).

BACKGROUND:

This report provides a brief summary of the 2024 Annual Report from the Downtown El Cajon Business Partners, highlighting key financials and activities. Additionally, staff will update the City Council on efforts toward implementing recommendations from the New City America report. Lastly, staff will introduce several issues related to the Property-Based Improvement District (PBID) that require City Council's feedback to guide future actions.

The most recent iteration of the PBID was established in 2015 to support downtown improvements through targeted assessments collected from property owners within the district. The City has maintained a contractual relationship with the Downtown El Cajon Business Partners since 2015, tasking them with managing the PBID funds and coordinating various initiatives. As part of this agreement, the Downtown El Cajon Business Partners are responsible for submitting the Annual Report by April 1, a Financial Report by September 15, and quarterly activity reports in October, January, April, and July.

Summary of the 2024 Annual Report and Audited Financial Report

The Downtown El Cajon Business Partners submitted the 2024 Annual Report and audited financial report in September 2024. The Annual Report includes a summary of proposed activities and budget for 2024/25 along with actual expenditures from 2023/24. The Annual Report provides details for three areas of focus in the Downtown area: Environmental Enhancements, Economic Enhancements, and Management.

Environmental Enhancements - activities in this area include street clean-up, reporting graffiti, and power washing sidewalks. It also includes providing night security guard(s) in the area and

installing decorations and lights for special events.

Economic Enhancements - the primary activity is hosting special events such as the Cajon Classic Cruise (car show), Dinner & a Concert, and Holiday Lights on Main. The organization also financially supports City events such as America on Main Street and HauntFest. In the past year, the Downtown El Cajon Business Partners did not assist with business retention or recruitment activities.

Management - the Downtown El Cajon Business Partners relies on two part-time employees and other management services and expenditures to operate the PBID and to host the three special events. The cost for the employees and contracted management services equaled over \$100,000 in FY 2023/24.

The tables below summarize actual and expected revenues and actual expenditures in FY 2023-24, proposed expenditures in FY 2024-25, and the Engineer's Report targets:

REVENUE

	FY 2023-24 Actual	FY 2024-25 Proposed
Assessments	\$653,592	\$566,021
Sponsorships	\$19,000	
Fundraising & Other	\$31,540	
TOTAL	\$614,132	\$566,021

EXPENDITURES

	FY 2023-24		FY 2024-25 Proposed		Engineer's Report Targets
	\$\$\$	%	\$\$\$	%	
Environmental Enhancements	\$282,908	48%	\$235,000	41%	27%
Economic Enhancements	\$228,413	39%	\$245,000	43%	45%
Management	\$79,215	13%	\$80,000	14%	27%
Reserves			\$10,000	2%	
TOTAL	\$590,539		\$570,000		

For the table above, staff relied on the annual audit for 2023/24 figures—there is a difference of \$34,470 between what was reported in the audit from the Annual Report.

Staff continues to be concerned that funds are not effectively spent on economic development activities, with between 29 and 33 percent of this category allocated to the car show and no direct expenditure toward retention and attraction was made this past year.

Update on Downtown Recommendations

During the New City America presentation on February 13, 2024, the City Council heard various recommendations to improve the viability of Downtown El Cajon. Several of those recommendations were directly related to the Downtown El Cajon Business Partners. This section provides an update on four specific recommendations that the City Council asked staff

to address.

Expand the number of board members:

Progress has been made to recruit additional board members, particularly from underrepresented sectors such as hospitality. On September 25th, a representative of the Courtyard by Marriott was allowed to join the Board. Also, work has commenced to change the bylaws to allow a representative from The Magnolia to serve on the Board.

Work with commercial real estate brokers to bring new restaurants to Downtown:

One of the recommendations was to attract additional restaurants to the downtown by working with the brokerage community. No formal efforts have been made on this recommendation.

Create working committees to address issues and increase participation:

The New City America report included a best practice recommendation of forming different committees to involve more stakeholders in the success of the Downtown El Cajon. Specifically, the report included a recommendation to form committees to address marketing, safety, and economic development. No progress has been made on this recommendation.

Promote Downtown Restaurants:

The fourth recommendation specifically for the Partners was to develop a campaign to promote the variety of restaurants in the Downtown. One of the first steps to accomplish this goal was to revamp the PBID website, which has now been done. However, other than that, no progress has been made on this recommendation.

Downtown Considerations

There are several items to start considering regarding the Downtown and the future of the PBID. Staff is seeking feedback and preliminary direction, if any, on two topics.

Future of the Car Shows:

The car show operates from April until the end of October and consumes between \$72,000 and \$80,600 of the PBID's budget. In the past two years, the City has received a higher volume of complaints about the car show from businesses located on Main Street. However, this has been an ongoing complaint for years. The concern is that there is little protection of parking spaces in front of businesses prior to the commencement of a car show. Several business owners have also said it does not bring in business, but rather stifles sales.

The City receives a quarterly sales tax report and part of that report specifically analyzes the downtown area. Staff recognizes that there are many factors that influence sales tax generation for an area. However, using sales tax as a metric to determine if businesses generate more sales tax during the car show quarters, the data says that there is no impact from the car show.

Staff seeks City Council feedback on whether the car show remains a useful activity for the downtown, and if it were to no longer exist, what other strategies could be utilized with the funds. For example, staff continues to hear about a demand for the East County Market Nights farmers market. Perhaps these funds could be diverted to this endeavor.

Renewal of PBID Assessment:

The renewal of the PBID Assessment can begin in 2025 and can take up to six months to complete. Staff recommends that several actions take place before launching an effort to renew the assessment.

First, staff recommends that the City engage with a consultant to craft a new assessment model that will re-examine the boundaries of the district, include future housing units in the properties to be assessed, and consider changes in the structure of the district's board of directors.

Second, staff recommends surveying both property owners and business owners in the potential district. This will help the City understand the needs of property owners and the business community and determine how to direct future assessment revenue. The results of this survey may provide understanding of whether to consider changing from a PBID to a Business Improvement District (BID).

A third step could involve changing the management structure of a PBID to show property owners the City's intent to make changes in the area. Staff believes assessing the value of this action will rely on the data collected from surveying tools.

Conclusion

The 2024 Annual Report from the Downtown Business Partners reflects positive progress but also highlights challenges. Staff recommends that City Council receive the report and provide guidance on:

- The update on the recommendations from the New City America report,
- Future of the car show, and
- Renewal of the PBID assessment.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This report on the Downtown El Cajon Business Partners finances and progress update on New City America recommendations is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15378(b)(5) because it is an administrative activity of government.

FISCAL IMPACT:

At this time, there is no fiscal impact.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

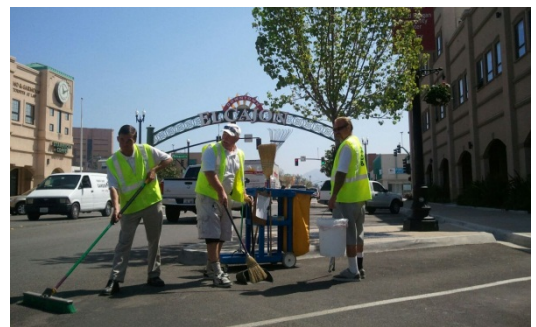
Approved By: N/A

Attachments

Annual Report - Downtown Business Partners

Annual Audit - Downtown Business Partners

Downtown El Cajon Business Partners Inc. dba;



Prepared by:

John Collins: Bookkeeper
270 E. Douglas Ave, El Cajon, California 92020
August 15, 2024

Introduction

Fiscal 2024/25 PBID Improvements and Activities Plan

El Cajon PBID Management District Plan

As determined by the Downtown El Cajon Business Partners Management Plan for the existing district, the top priorities for improvements and activities within the El Cajon PBID are Environmental and Economic Enhancements. Based upon this finding, the following improvements and activities were performed and provided in the current fiscal year.

All of the services and activities detailed below are provided only within the boundaries of the PBID and provide special benefit to the properties in the boundary area (see attachment A: PBID Boundary Map). All benefits derived from the assessments outlined in this Management District Plan go only for services directly benefiting the properties in the PBID to increase commerce and fulfill the goals and objectives of the PBID.

ENVIRONMENTAL ENHANCEMENTS

Clean and Safe: These services continue to be the top priority of the stakeholders. The Downtown El Cajon Business Partners has initiated an excellent program that provides a clean environment but also eliminates graffiti and helps to manage the homeless and transient populations.

The 2024/25 Plan for Clean and Safe;

Deployment and Visibility of Staff

We have developed and deployed a team that cleans Monday through Friday throughout the district and is power washing sidewalks, park areas and bus stops. The clean team has a Team member that is also responsible for identifying homeless, graffiti and safety issues in the district and either responds directly or reports to the graffiti online application or the police department for resolution of the issue. The team also removes large items like mattresses, desks, and household furniture that is on the street or near dumpsters.

District split into premium and standard zones will remain the same

The downtown core (the Premium Zone), those parcels fronting Main and Magnolia are receiving more intense and frequent service delivery where the demand is greater. The remaining parcels in the district (the Standard Zone) do not require the same level of service intensity and frequency as the downtown core.

Deployment of District Security Officers:

Due to the extent of the of the homeless issue that we encountered we found that interacting in a significant way with the El Cajon Police Department was the best way to provide the highest level of security to our district. This program has resulted in a safer and more secure Downtown area and garnered a high level of cooperation and proactivity to the benefit of the district. We have continued private security patrol seven nights a week from 10pm until 6am.

Promotion of Services – Equipment, shirts, vests and collateral material promote the Clean and Safe program currently. We continue to send regular email communications to stakeholders promoting accomplishments and activities. We continue to grow our database with the email addresses of more stakeholders.

Beautification: Through the Clean & Safe Program, Downtown El Cajon Business Partners has improved the aesthetics of the downtown area by reducing graffiti, cleaning streets, and working effectively with law enforcement to reduce the public nuisance. We have also installed stringer lights to improve the night time aesthetics of the Downtown area. The colored light bulbs are changed four times per year to reflect the season. During the holidays we install wreaths that hang from the light poles and a 35 foot Christmas tree at the corner of Main St and Magnolia Ave. We constructed a permanent stage in The Promenade in 2022.

ECONOMIC ENHANCEMENTS

A comprehensive economic development program is included as a key component of the downtown PBID, to proactively work on filling office and retail vacancies with targeted businesses, compete with other commercial districts, and bring more visitors and shoppers to Downtown El Cajon.

Business Retention and Recruitment: The PBID will provide on an as-requested basis services for locating open office spaces or buildings for new businesses to lease or purchase and assistance with dealing with the City of El Cajon.

Special Events: The Special Events budget is reserved for opportunities to continue providing existing events downtown, (e.g. the Cajon Classic Cruise or Dinner & a Concert, Holiday Lights on Main), or to contribute to additional events like HauntFest on Main, and America on Main St. These special events improve commerce by drawing people downtown and introducing them to opportunities to dine, shop, or engage in commerce.

Leadership and Policy: The PBID will provide advocacy for Downtown business interests and will help the business community to speak with one clear voice. The PBID Management Plan offers flexibility to develop programs and policies to improve the overall quality of life and economic and cultural vitality of Downtown El Cajon.

MANAGEMENT

We have hired promoter contractors for both the Cajon Classic Cruise and Dinner and a Concert on the Promenade. We also use a contractor to administer the Clean and Safe program. Our managers spend a significant portion of their time producing events and also double as staff members not only managing the work but also creating, developing and monitoring the programs they manage. This minimizes administrative hours and ensures the lowest admin expense possible. The management team is responsible for providing the day-to-day operations of the PBID. PBID funds may be used to leverage additional monies from sponsorships, contracts, grants and earned income. Additional administrative costs will include; accounting and annual financial audit, insurance, program support costs including supplies, equipment and permit fees, County PBID assessment collection fee, estimated at 1% of assessments, and other administration costs associated with the overhead and administrative support of programs.

We recently moved our office to the City administration building eliminating the expenditure of monthly rent. We are also utilizing City staff for our social media and web presence, again, eliminating an expense.

A 10% reserve fund is also budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

2023/24 Actual Expenses:

Services	Expense
Environmental Enhancements	\$ 282,908
Economic Enhancements	\$ 228,413
Management	\$ 79,215
TOTAL Expenses	\$ 590,536

2024/25 Budget

For fiscal 2024/25 there will be no increase in the PBID assessment as allowed in the Downtown Management Plan. The services and allocations are outlined below.

Services	Budget
Environmental Enhancements	\$ 235,000
Economic Enhancements	\$ 245,000
Management	\$ 80,000
Reserves	\$ 10,000
TOTAL BUDGET	\$ 570,000

Assessments: 2024/25 Annual assessments are calculated based upon each property's special benefit received from the identified services and activities and their relative cost. The assessments are based on lot square footage plus building square footage and whether they are in the Premium or Standard Zone. Properties with residential or non-profit ownership and uses will pay an adjusted rate. These parcels benefit fully from the Environmental Enhancements but not from the Economic Enhancements. The assessment rates per foot for 2024/25 are as follows:

Annual Assessments:	Assmt per SQ Foot
Premium Zone:	
Commercial/Govt	\$0.084
Residential/Non-Profits	\$0.054
Standard Zone:	
Commercial/Govt	\$0.067
Residential/Non-Profits	\$0.043

Collection: Assessments appear as a separate line item on the annual County of San Diego Property Tax bills and either paid in one lump sum or in two equal installments. As part of the collection process, the County retains 1% of the assessment funds and the remaining 99% will be distributed to the PBID to provide services.

City Services: The City Council, by accepting this report, confirms its intention to ensure existing level of services in the district equivalent to the level that is being provided elsewhere in the City.

**DOWNTOWN EL CAJON PBID
DATABASE FOR FY2024-25**

APN	Site Address	Assmt Code	Benefit Zone	Assessment
488 111 33 00		Govt	1	\$645.86
487 321 12 00		Govt	2	\$528.48
487 121 76 00	*no Site Address*	Utility	2	\$4680.93
488 233 47 00	*no Site Address*	Utility	2	\$4166.54
487 321 31 00	*no Site Address*	Comm	2	\$707.70
488 072 45 00	100 Civic Center Way	Govt	2	\$24899.84
488 152 45 00	100 W Douglas Ave	Res	2	\$126.24
487 121 50 00	1002 W Main St	Comm	2	\$1988.94
488 191 01 00	101 E Main St	NP	1	\$1036.09
487 301 25 00	101 Richfield Ave	Comm	2	\$883.54
488 152 38 00	102 W Douglas Ave	Res	2	\$126.60
488 083 26 00	102-110 E Main St	Comm	1	\$1031.22
487 281 32 00	1033 W Main St	Comm	2	\$620.75
487 281 33 00	1033 W Main St	Comm	2	\$283.75
487 301 30 00	104 Richardson Ave	Comm	2	\$758.04
488 152 44 00	104 W Douglas Ave	Res	2	\$121.69
488 152 37 00	106 W Douglas Ave	Res	2	\$121.69
488 152 43 00	108 W Douglas Ave	Res	2	\$121.69
488 200 45 00	109 E Lexington Ave	Comm	2	\$923.04
487 121 41 00	1090 W Main St	Comm	2	\$1543.46
488 083 02 00	109-111 Rea Ave	Comm	1	\$741.23
487 281 28 00	1099 W Main St	Comm	2	\$1047.40
487 192 56 00	110 N Magnolia Ave	Comm	1	\$2609.31
488 152 36 00	110 W Douglas Ave	Res	2	\$121.69
483 330 32 00	112 E Madison Ave	Comm	2	\$652.36
488 152 42 00	112 W Douglas Ave	Res	2	\$121.69
487 262 09 00	1133 W Main St	Govt	2	\$1246.09
488 152 35 00	114 W Douglas Ave	Res	2	\$121.69
488 083 03 00	115 Rea Ave	Govt	2	\$536.24
488 191 02 00	115-117 E Main St	Comm	1	\$1112.69
488 152 41 00	116 W Douglas Ave	Res	2	\$121.69
488 083 09 00	116-118 E Main St	Comm	1	\$884.63
488 152 34 00	118 W Douglas Ave	Res	2	\$121.69
488 083 01 00	119-123 N Magnolia Ave	Comm	1	\$922.54
488 172 20 00	119-137 W Lexington Ave	Comm	2	\$1271.23

488 083 08 00	120 E Main St	Comm	1	\$358.06
488 152 40 00	120 W Douglas Ave	Res	2	\$121.69
488 072 44 00	120-128 Rea Ave	Comm	2	\$173.63
488 162 13 00	120-180 W Lexington Ave	Comm	2	\$673.13
488 152 33 00	122 W Douglas Ave	Res	2	\$121.69
488 191 03 00	123 E Main St	Comm	1	\$507.86
488 083 11 00	124 E Main St	Comm	1	\$358.06
488 152 39 00	124 W Douglas Ave	Res	2	\$126.60
487 192 55 00	124 W Main St #240	Comm	1	\$3469.41
488 152 32 00	126 W Douglas Ave	Res	2	\$126.60
483 330 33 00	126-128 E Madison Ave	Comm	2	\$530.10
488 200 02 00	127 E Lexington Ave	Comm	2	\$765.66
487 331 04 00	127 Van Houten Ave	Comm	2	\$251.06
488 152 31 00	128 W Douglas Ave	Res	2	\$126.60
488 083 12 00	130 E Main St	Comm	1	\$716.13
488 112 25 00	130 Roanoke Rd	Res	2	\$390.82
488 152 24 00	130 W Douglas Ave	Res	2	\$124.84
488 232 28 00	131 Avocado Ave	NP	2	\$532.88
488 191 04 00	131 E Main St	Comm	1	\$4786.57
488 191 09 00	131 N Magnolia Ave	NP	1	\$439.88
488 083 05 00	131 Rea Ave	Comm	2	\$572.90
488 152 30 00	132 W Douglas Ave	Res	2	\$121.69
488 151 21 00	132-144 S Orange Ave	Comm	2	\$1106.30
488 152 47 00	133 W Main St	Comm	1	\$3432.42
488 152 23 00	134 W Douglas Ave	Res	2	\$121.69
488 152 29 00	136 W Douglas Ave	Res	2	\$121.69
488 152 22 00	138 W Douglas Ave	Res	2	\$121.74
488 083 13 00	140 E Main St	Comm	1	\$716.13
488 152 28 00	140 W Douglas Ave	Res	2	\$121.69
487 172 70 00	140 W Park Ave #152	Comm	2	\$1786.71
488 152 21 00	142 W Douglas Ave	Res	2	\$121.74
488 191 05 00	143 E Main St	Comm	1	\$1196.94
488 152 27 00	144 W Douglas Ave	Res	2	\$121.69
488 083 36 00	144-148 E Main St	Comm	1	\$648.72
488 200 01 00	145 E Lexington Ave	Comm	2	\$744.09
488 191 15 00	145 S Magnolia Ave	NP	1	\$97.80
488 191 06 00	145-155 E Main St	Comm	1	\$879.32
488 111 14 00	146 Ballantyne St	Comm	1	\$562.29
488 152 20 00	146 W Douglas Ave	Res	2	\$121.74
488 191 16 00	147 S Magnolia Ave	NP	1	\$665.37
488 072 43 00	148 Rea Ave	Comm	2	\$5578.29
488 151 14 00	148 S Orange Ave	Comm	2	\$842.50
488 152 26 00	148 W Douglas Ave	Res	2	\$121.69

488 083 27 00	149 Rea Ave	Govt	2	\$1467.97
488 152 19 00	150 W Douglas Ave	Res	2	\$121.74
482 301 05 00	150 W Madison Ave	Comm	2	\$2196.09
488 231 17 00	151 Claydelle Ave	Comm	2	\$2224.20
488 231 18 00	151 Claydelle Ave	Comm	2	\$1213.20
488 231 19 00	151 Claydelle Ave	Comm	2	\$1213.20
488 151 12 00	151 S Sunshine Ave	Comm	2	\$1382.78
487 331 05 00	151 Van Houten Ave	Comm	2	\$3402.08
488 152 25 00	152 W Douglas Ave	Res	2	\$126.56
488 152 18 00	154 W Douglas Ave	Res	2	\$126.63
488 152 48 00	155 Main St	Comm	1	\$360.51
488 083 15 00	156 E Main St	Govt	1	\$183.49
488 083 16 00	156 E Main St	Govt	1	\$183.49
488 083 17 00	158 E Main St	Comm	1	\$682.43
488 191 07 00	161 E Main St	Comm	1	\$1378.08
487 172 27 00	164-168 W Park Ave	Comm	2	\$1244.40
488 191 08 00	165-169 E Main St	Comm	1	\$1473.36
487 262 04 00	166 S Marshall Ave	Govt	2	\$3435.04
488 010 23 00	166 Wells Ave	Comm	2	\$603.50
488 083 18 00	168 E Main St	Comm	1	\$379.12
488 010 13 00	172 Wells Ave	Res	2	\$487.47
488 083 19 00	172-174 E Main St	Comm	1	\$633.56
488 172 01 00	175 W Lexington Ave	Comm	2	\$966.24
488 152 49 00	175 W Main St	Comm	1	\$812.08
488 083 20 00	176-178 E Main St	Comm	1	\$591.44
488 083 24 00	181 Rea Ave	Comm	2	\$1144.79
488 083 21 00	182 E Main St	Comm	1	\$1348.00
482 302 06 00	185 W Madison Ave	Comm	2	\$1351.43
488 083 22 00	188 E Main St	Comm	1	\$454.95
488 191 14 00	190 E Douglas Ave	NP	2	\$1877.54
487 192 48 00	190 N Magnolia Ave	Comm	1	\$2637.61
488 083 23 00	194 E Main St	Comm	1	\$655.04
487 192 54 00	194 W Main St	Comm	1	\$2458.84
487 192 47 00	198 W Main St	Comm	1	\$27274.49
488 162 17 00	200 Magnolia Ave	Govt	1	\$3389.71
487 331 19 00	200-210 Van Houten Ave	Comm	2	\$1638.57
488 192 08 00	201 E Douglas Ave	Govt	1	\$5211.29
488 211 21 00	201 E Main St	Govt	2	\$1027.58
488 231 10 00	205 Claydelle Ave	Comm	2	\$1060.97
488 151 05 00	205 W Main St	Comm	1	\$602.39
488 161 17 00	208 W Lexington Ave	NP	2	\$587.36
488 231 12 00	211 Claydelle Ave	NP	2	\$587.04
488 171 16 00	215 W Lexington Ave	Comm	2	\$915.29

488 231 24 00	220 Avocado Ave	Res	2	\$613.64
487 192 50 00	220 W Main St	Comm	1	\$2995.00
488 211 07 00	221-225 E Main St	Comm	1	\$1120.77
482 301 09 00	222 W Madison Ave	Comm	2	\$1605.19
488 151 16 00	224 W Douglas Ave	Comm	2	\$532.46
487 171 50 00	225 W Madison Ave	Comm	2	\$5689.09
488 231 25 00	226 Avocado Ave	Comm	2	\$871.48
488 161 02 00	227-231 W Douglas Ave	Comm	2	\$378.11
488 211 06 00	229 E Main St	Comm	1	\$535.07
488 211 22 00	230 Douglas St	Govt	2	\$1732.18
488 231 23 00	230-292 Avocado Ave	Comm	2	\$6045.50
488 151 20 00	231 W Main St	Comm	1	\$2121.16
488 151 18 00	231 W Main St	Comm	1	\$721.09
487 173 37 00	234 N Magnolia Ave	Comm	1	\$2070.61
488 222 01 00	235 E Lexington Ave	Comm	2	\$951.61
488 211 05 00	237 E Main St	Comm	1	\$1965.47
488 151 02 00	237 W Main St	Comm	1	\$593.96
488 162 18 00	240 S Magnolia Ave	Comm	1	\$1637.31
488 211 04 00	245 E Main St	Comm	1	\$1276.14
488 211 15 00	250 E Douglas Ave	Comm	2	\$760.34
488 211 03 00	251 E Main St	Comm	1	\$319.23
488 161 01 00	255 W Douglas Ave	Comm	2	\$567.04
488 151 15 00	260 W Douglas Ave	Comm	2	\$623.45
488 211 01 00	261 E Main St	Comm	1	\$2005.66
488 211 02 00	261 E Main St	Comm	1	\$592.95
488 162 16 00	266 S Magnolia Ave	Comm	1	\$1661.75
488 221 31 00	269 E Lexington Ave	Comm	2	\$917.78
488 211 20 00	270 E Douglas Ave	Comm	2	\$1620.16
488 212 17 07	275 E Douglas Ave #101	Comm	2	\$161.69
488 212 17 08	275 E Douglas Ave #102	Comm	2	\$145.52
488 212 17 09	275 E Douglas Ave #103	Comm	2	\$247.35
488 212 17 14	275 E Douglas Ave #104	Comm	2	\$118.15
488 212 17 13	275 E Douglas Ave #105	Comm	2	\$159.60
488 212 17 10	275 E Douglas Ave #106	Comm	2	\$136.89
488 212 17 11	275 E Douglas Ave #107	Comm	2	\$145.52
488 212 17 12	275 E Douglas Ave #108	Comm	2	\$214.73
488 212 17 01	275 E Douglas Ave #109	Comm	2	\$134.80
488 212 17 02	275 E Douglas Ave #110	Comm	2	\$145.52
488 212 17 03	275 E Douglas Ave #111	Comm	2	\$136.89
488 212 17 16	275 E Douglas Ave #112	Comm	2	\$159.60
488 212 17 15	275 E Douglas Ave #113	Comm	2	\$118.15
488 212 17 04	275 E Douglas Ave #114	Comm	2	\$247.35
488 212 17 05	275 E Douglas Ave #115	Comm	2	\$145.52

488 212 17 06	275 E Douglas Ave #116	Comm	2	\$156.23
482 283 05 00	275 W Madison Ave	Comm	2	\$1609.04
488 221 32 00	277 E Lexington Ave	Comm	2	\$579.64
488 211 18 00	290 E Douglas Ave	Comm	2	\$703.52
488 162 15 00	290 S Magnolia Ave	Comm	1	\$1525.50
488 221 33 00	291 E Lexington Ave	Comm	2	\$852.48
488 151 17 00	291 W Main St	Comm	1	\$698.86
487 341 04 00	300-350 W Douglas Ave	Comm	2	\$1321.58
488 040 08 00	301 N Magnolia Ave	Comm	1	\$4880.26
487 341 05 00	301-345 W Main St	Comm	1	\$4676.38
488 231 22 00	303-305 E Main St	Comm	1	\$1239.23
488 111 06 00	306-312 Ballantyne St	Comm	2	\$599.73
488 221 30 00	309 Prescott Ave	NP	2	\$1362.90
488 222 21 00	311 Highland Ave	NP	2	\$2643.64
487 192 52 00	312 W Main St	Comm	1	\$3414.23
488 172 18 00	314 S Magnolia Ave	Comm	2	\$364.29
488 040 11 00	315-327 N Magnolia Ave	Comm	2	\$8429.04
488 231 03 00	321 E Main St	Comm	1	\$669.28
487 331 09 00	321-325 Van Houten Ave	Comm	2	\$1733.33
488 231 04 00	323 E Main St	Comm	1	\$265.72
487 172 67 00	326 N Magnolia Ave	Govt	1	\$1489.96
488 231 05 00	327-333 E Main St	Comm	1	\$863.56
487 172 75 00	330-360 N Magnolia Ave	Comm	1	\$3276.82
487 351 13 00	333 W Lexington Ave	Comm	2	\$624.26
482 283 06 00	337 W Madison Ave	Comm	2	\$1235.71
487 351 18 00	338 W Lexington Ave #214b	Comm	2	\$1851.27
488 241 41 00	343 E Lexington Ave	Comm	2	\$1938.55
488 231 26 00	343 E Main St	Comm	1	\$1301.41
488 040 14 00	345 Wells Ave	NP	1	\$4022.78
487 331 01 00	351 W Main St	Comm	1	\$880.16
488 040 02 00	353 E Park Ave	Comm	2	\$1455.71
482 283 09 00	359 W Madison Ave	Comm	2	\$1363.24
487 331 08 00	360 W Lexington Ave	Comm	2	\$569.73
488 040 13 00	367-389 N Magnolia	NP	2	\$7097.30
487 172 22 00	374 N Magnolia Ave	Comm	1	\$2806.79
482 283 08 00	375 W Madison Ave	Comm	2	\$1036.67
488 111 24 00	388 E Main St	Comm	1	\$1110.83
487 192 53 00	390 W Main St	Comm	1	\$6251.17
487 331 02 00	393 W Main St	Comm	1	\$836.18
487 172 49 00	396 N Magnolia Ave	Comm	1	\$2693.73
487 273 06 00	398 S Marshall Ave	Govt	2	\$4873.62
488 040 07 00	399 N Magnolia Ave	Comm	1	\$3038.30
487 331 35 00	401 W Main St	Comm	1	\$3526.62

488 010 24 00	405 N Magnolia Ave	Comm	1	\$1578.85
482 282 03 00	407 W Madison Ave	Comm	2	\$308.35
488 112 67 00	410 E Main St	Comm	1	\$1285.23
487 171 38 00	414 N Magnolia Ave	NP	1	\$2621.26
488 232 31 00	421 E Main St	Comm	1	\$1204.77
488 112 19 00	422 E Main St	Comm	1	\$719.02
488 232 03 00	423-437 E Main St	Comm	1	\$1457.52
487 331 22 00	425 W Main St	Comm	1	\$3004.36
487 331 23 00	435 W Main St	Comm	1	\$854.37
487 331 30 00	437-447 W Douglas Ave	Comm	2	\$684.65
487 160 07 00	444 W Main St	Comm	1	\$3130.30
488 232 04 00	445 E Main St	Comm	1	\$737.86
487 331 29 00	449-469 W Douglas Ave	Comm	2	\$1301.22
487 331 25 00	450-482 W Douglas Ave	Comm	2	\$1585.05
488 010 25 00	451-455 N Magnolia Ave	Comm	1	\$3472.27
487 171 37 00	456 N Magnolia Ave	Comm	1	\$4077.28
487 171 47 00	460 N Magnolia Ave	Comm	1	\$2199.77
488 010 38 00	461 N Magnolia Ave	Comm	1	\$2283.35
488 010 27 00	463-467 N Magnolia Ave	Comm	1	\$2004.31
487 160 04 00	464 W Main St	Comm	1	\$4636.86
488 010 40 00	471 N Magnolia Ave	Comm	1	\$4098.60
488 010 36 00	475 N Magnolia Ave	Comm	1	\$2332.80
487 160 05 00	476 W Main St	Comm	1	\$1190.11
482 302 02 00	480 N Magnolia Ave	Comm	1	\$2207.68
488 112 20 00	484-490 E Main St	Comm	1	\$815.57
487 331 24 00	489 W Main St	Comm	1	\$1630.49
482 302 01 00	490 N Magnolia Ave	Comm	1	\$2508.71
488 112 21 00	502 E Main St	Comm	1	\$1825.59
483 330 31 00	515 N Magnolia Ave	Comm	1	\$1693.26
488 112 22 00	518-536 E Main St	Comm	1	\$3100.99
488 112 43 00	522 E Main St	Res	2	\$1299.74
488 233 01 00	525 E Main St	Comm	1	\$4471.82
483 330 34 00	531-565 N Magnolia Ave	Comm	1	\$2204.15
487 321 29 00	533 W Main St	Comm	2	\$761.62
488 233 02 00	533-545 E Main St	Comm	1	\$1541.78
487 321 30 00	537 W Main St	Comm	2	\$606.60
482 301 10 00	550 Montrose Ct	Comm	2	\$12013.70
488 112 23 00	550-554 E Main St	Comm	1	\$1519.13
487 321 11 00	553-557 W Main St	Comm	2	\$626.82
482 301 11 00	555 Montrose Ct	Comm	2	\$4996.77
488 233 03 00	555 W Main St	Comm	1	\$518.14
487 122 40 00	556 W Main St	Comm	2	\$10062.34
488 112 24 00	562-566 E Main St	Comm	1	\$975.99

488 233 04 00	575 E Main St	Comm	1	\$730.62
487 321 33 00	601-607 W Main St	Comm	2	\$2829.25
487 321 34 00	613 W Main St	Comm	2	\$3180.27
488 113 10 00	620 E Main St	Comm	1	\$1899.92
487 321 27 00	623 W Main St	Comm	2	\$3145.83
488 233 05 00	665-669 E Main St	Comm	1	\$686.64
488 233 06 00	677 E Main St	Comm	1	\$627.50
488 233 08 00	689 E Main St	Comm	1	\$605.75
487 122 49 00	698 W Main St	NP	2	\$4460.87
487 122 48 00	698 W Main St	NP	2	\$4323.15
487 302 29 00	701 W Main St	Comm	2	\$1592.05
487 302 31 00	737-747 W Main St	Comm	2	\$2628.47
487 301 27 00	813 W Main St	Comm	2	\$444.03
487 301 26 00	821 W Main St	Comm	2	\$612.66
487 282 33 00	905 W Main St	Comm	2	\$803.68
487 282 32 00	907 W Main St	Comm	2	\$314.09
487 282 29 00	925 W Main St	Comm	2	\$428.67
487 282 27 00	935 W Main St	Comm	2	\$404.26
487 282 31 00	939 W Main St	Comm	2	\$283.75
488 232 29 00	Avocado Ave	Res	2	\$212.91
488 111 34 00	Ballantyne St	Comm	1	\$2055.19
488 191 11 00	Douglas Ave	Comm	2	\$1072.33
488 191 12 00	Douglas Ave	Comm	2	\$536.17
488 191 13 00	Douglas Ave	Comm	2	\$536.17
488 212 20 00	Douglas Ave	Govt	2	\$469.77
487 331 26 00	Douglas St	Comm	2	\$1132.32
488 192 09 00	E Douglas St	Govt	1	\$14151.72
488 212 22 00	E Douglas St	Govt	2	\$2671.74
488 111 30 00	E Main St	Govt	1	\$19088.00
488 111 28 00	E Main St	Govt	1	\$8210.08
488 212 19 00	Lexington Ave	Govt	2	\$528.48
488 111 32 00	Magnolia Ave N	Govt	1	\$23123.16
488 111 31 00	Magnolia Ave N	Govt	1	\$10361.93
488 072 38 00	Magnolia Ave N	Govt	1	\$4051.58
482 301 03 00	Magnolia Ave N	Comm	1	\$2458.84
482 301 06 00	Magnolia Ave N	Comm	1	\$2201.95
483 330 22 00	Magnolia Ave N	Comm	1	\$2112.40
487 121 24 00	Main St	Utility	2	\$9388.41
487 121 92 00	Main St	Utility	2	\$4726.90
487 121 25 00	Main St	Utility	2	\$2378.14
487 341 01 00	Main St	Comm	1	\$626.49
488 233 53 00	Main St	Comm	2	\$381.62
488 233 07 00	Main St E	Comm	1	\$518.14

487 331 03 00	Main St W	Comm	1	\$823.45
487 282 28 00	Main St W	Res	2	\$184.43
488 083 04 00	Rea Ave	Comm	2	\$337.00
487 192 51 00	Sunshine Ave N	Comm	1	\$1513.13
487 342 06 00	Sunshine St S	Comm	2	\$2730.44
488 233 51 00	Taft Ave	Comm	2	\$2994.64
488 152 50 00	W Main St	Comm	1	\$1981.73
487 281 31 00	W Main St	Comm	2	\$327.56
Total				\$566,021.05

DOWNTOWN EL CAJON BUSINESS
PARTNERS, INC.

FINANCIAL STATEMENTS

JUNE 30, 2024

(AUDITED)



CASHUK, WISEMAN, GOLDBERG, BIRNBAUM, & SALEM, LLP
Certified Public Accountants

DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
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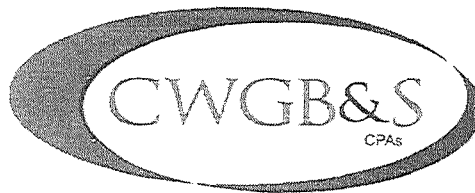


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Michael Selamet Kwee, CPA



Certified Public Accountants



OFFICE MANAGER

Tanya Davis

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Downtown El Cajon Business Partners, Inc.

Opinion

We have audited the accompanying financial statements of Downtown El Cajon Business Partners, Inc. (a California nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Downtown El Cajon Business Partners, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Downtown El Cajon Business Partners, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Downtown El Cajon Business Partners, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than from one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Downtown El Cajon Business Partners, Inc.' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Downtown El Cajon Business Partners, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Downtown El Cajon Business Partners, Inc.'s 2023 financial statements, and we expressed an unmodified opinion on those financial statements in our report dated August 7, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Cashuk, Wiseman, Goldberg, Birnbaum & Salem, LLP

CASHUK, WISEMAN, GOLDBERG, BIRNBAUM AND SALEM, LLP

San Diego, California
August 29, 2024

DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2024 with Comparative Totals for June 30, 2023

	2024			2023 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
<u>ASSETS</u>				
CURRENT ASSETS				
Cash and Cash Equivalents (Note A)	\$ 658,981	\$ -	\$ 658,981	\$ 488,341
Accounts Receivable (Note A)	11,906	-	11,906	177,098
Prepaid Expenses	3,584	-	3,584	2,061
TOTAL CURRENT ASSETS	674,471	-	674,471	667,500
PROPERTY AND EQUIPMENT				
Property and Equipment, net of accumulated depreciation of \$206,155 and \$188,163 in 2024 and 2023 (Notes A & C)	134,710	-	134,710	148,849
OTHER ASSETS				
Security Deposits	4,180	-	4,180	4,180
TOTAL ASSETS	<u>\$ 813,361</u>	<u>\$ -</u>	<u>\$ 813,361</u>	<u>\$ 820,529</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 16,191	\$ -	\$ 16,191	\$ 17,485
Accrued Recertification Fees (Note G)	42,800	-	42,800	37,800
TOTAL CURRENT LIABILITIES	58,991	-	58,991	55,285
NET ASSETS				
Without Donor Restrictions (Note A)	754,370	-	754,370	765,244
With Donor Restrictions (Note A)	-	-	-	-
TOTAL NET ASSETS	<u>754,370</u>	<u>-</u>	<u>754,370</u>	<u>765,244</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 813,361</u>	<u>\$ -</u>	<u>\$ 813,361</u>	<u>\$ 820,529</u>

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2024 with Comparative Totals for the Year Ended June 30, 2023

	2024			2023 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
REVENUE AND OTHER SUPPORT				
Property Taxes	\$ 430,988	\$ -	\$ 430,988	\$ 427,845
In Lieu Payments	132,604	-	132,604	132,604
Event Sponsorship	19,000	-	19,000	13,500
Fundraisers and Other Event Revenues	31,540	-	31,540	25,696
Miscellaneous Income	-	-	-	235
TOTAL REVENUES AND OTHER SUPPORT	614,132	-	614,132	599,880
EXPENSES				
Program Services				
Economic Enhancements	308,595	-	308,595	347,275
Environmental Enhancements	236,304	-	236,304	198,550
Management Services	80,107	-	80,107	116,084
TOTAL EXPENSES	625,006	-	625,006	661,909
Release of restrictions on net assets with donor restrictions	-	-	-	-
INCREASE (DECREASE) IN NET ASSETS	(10,874)	-	(10,874)	(62,029)
NET ASSETS - BEGINNING OF YEAR	765,244	-	765,244	827,273
NET ASSETS - END OF YEAR	\$ 754,370	\$ -	\$ 754,370	\$ 765,244

The accompanying notes are an integral part of these financial statements.



Certified Public Accountants
 Telephone (619) 563-0145
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DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2024 with Comparative Totals for the Year Ended June 30, 2023

	2024				2023 Total
	Program Services		Management Services	Total	
	Economic Enhancements	Environmental Enhancements			
EXPENSES					
Accounting	\$ -	\$ -	\$ 5,497	\$ 5,497	\$ 4,908
Bank Charges	-	-	52	52	252
Business Meals	-	-	566	566	-
Depreciation	8,837	7,891	1,264	17,992	16,959
Equipment Rental	-	1,688	-	1,688	-
Event Sponsorship	36,875	1,500	-	38,375	38,083
Insurance	12,694	-	3,488	16,182	10,814
Legal	-	-	11,025	11,025	24,555
Lease Expenses (Notes A & B)	-	-	9,000	9,000	9,000
Licenses and Fees	7,025	-	4	7,029	9,068
Marketing	8,029	-	1,920	9,949	18,644
Meetings	-	-	975	975	-
Memberships	-	-	-	-	30
Office	453	-	1,022	1,475	1,042
Outside Contract Services	225,438	225,225	38,971	489,634	484,948
Printing	741	-	787	1,528	1,295
Promotional	969	-	-	969	4,154
Recertification	-	-	5,000	5,000	5,000
Settlement (Note F)	-	-	-	-	27,500
Supplies	7,533	-	537	8,070	5,657
TOTAL EXPENSES	<u>\$ 308,594</u>	<u>\$ 236,304</u>	<u>\$ 80,108</u>	<u>\$ 625,006</u>	<u>\$ 661,909</u>

The accompanying notes are an integral part of these financial statements.



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DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2024 with Comparative Totals for the Year Ended June 30, 2023

	2024			2023 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
CASH FLOWS FROM OPERATING ACTIVITIES				
Increase (Decrease) in Net Assets	\$ (10,874)	\$ -	\$ (10,874)	\$ (62,029)
Adjustments to Reconcile Net Income to Net Cash				
Provided(Used) by Operating Activities:				
Depreciation	17,992	-	17,992	16,959
Cash Provided(Used) by Changes in:				
Accounts Receivable	165,192	-	165,192	(135,667)
Prepaid Expenses	(1,523)	-	(1,523)	1,570
Accounts Payable & Accrued Expenses	(1,294)	-	(1,294)	7,435
Accrued Recertification Fees	5,000	-	5,000	5,000
CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	174,493	-	174,493	(166,732)
INVESTING ACTIVITIES				
Purchases of Property & Equipment	(3,853)	-	(3,853)	(29,620)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	170,640	-	170,640	(196,352)
Cash and Cash Equivalents at Beginning of Year	488,341	-	488,341	684,693
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 658,981</u>	<u>\$ -</u>	<u>\$ 658,981</u>	<u>\$ 488,341</u>

The accompanying notes are an integral part of these financial statements.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

1. Downtown El Cajon Business Partners, Inc. dba Downtown El Cajon Promenade District ("The District") was incorporated under the laws of the State of California on May 16, 2011. The District has adopted a June 30 fiscal year end for reporting requirements. The District was established as a Property Based Improvement District (PBID) under Article XIII(d) of the State Constitution. The purpose of a PBID is to allow a group of real property owners to assess themselves additional property taxes that is to be used to provide specific benefits for the properties and businesses located within the assessment district.

The District is governed by a board of real property owners pursuant to Section 36650 and 36651 of the Streets and Highway Code of the State of California.

2. Downtown El Cajon Business Partners, Inc. is a California nonprofit public benefit organization whose purpose is to create awareness about the downtown El Cajon, California area and its associated businesses with enhanced services including:
 - a. Economic Enhancements to keep and attract jobs, investment and new businesses to downtown El Cajon.
 - b. Environmental Enhancements to visually improve downtown El Cajon and provide added security.

3. Financial Statement Presentation-The District reports information regarding its financial position and activities according to two classes of net assets; net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions-are part of the net assets that are not restricted by donor-imposed stipulations, and which are available, at the discretion of management and the Board of Directors for the District to utilize in any of its programs or supporting services.

Net Assets with Donor Restrictions-Net assets resulting from contributions and other inflows of assets whose use by the District is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the District pursuant to those stipulations. When such stipulations end or are fulfilled, such net assets with donor restrictions are reclassified to net assets with donor restrictions and reported in the statement of activities and changes in net assets. The District had no net assets with donor restrictions as of June 30, 2024.

4. Cash & Cash Equivalents for purposes of the statement of cash flows, include cash on hand, cash in checking and savings accounts with banks. All short-term debt securities with a maturity of three months or less are considered cash equivalents.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CON'T:

5. Accounts Receivable consisted primarily of amounts due from the City of El Cajon. Management determined that all receivables at year end are collectable. No allowance for doubtful accounts was considered necessary at June 30, 2024 and 2023.
6. Use of Estimates-The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.
7. Revenue Recognition-Property Taxes represent assessments levied against property owners located within the district to provide the special benefits described in Note A2. The assessments are based on the square footage of the building and lots. The tax rates assessed are determined by the location of the real property within the district and the presumed benefits received, with those real properties receiving a greater benefit being charged a higher tax rate. Property tax revenue is recognized in the fiscal year that taxes are levied, provided that the taxes are received within 60 days of the end of the fiscal year. Property taxes received 60 days after year end or later are not considered available as a resource for the current year operations of the district and therefore are not recorded as revenue until collected. For the years ended June 30, 2024 and 2023, all levied property taxes were received within 60 days of the fiscal year end.

In Lieu Property Tax Payments represent payments received from the City of El Cajon, the County of San Diego and other state and federal governmental agencies on real estate owned by these governmental bodies within the District and that are not normally assessed property taxes on properties owned. The District records as revenue in the fiscal year earned. Any payments received in advance are recorded as deferred revenue until earned.

Event Sponsorship represents revenues received from special event sponsors and are recognized when earned.

Fundraisers and Other Event revenues represent revenues received from fund raising and special events and are recognized when earned.

8. Concentration of Cash and Credit Risk-The District maintains deposits in financial institutions that at times may exceed the insured amount of \$250,000 provided by the U.S. Federal Deposit Insurance Corporation (FDIC). At year end, the District's uninsured cash balance totaled \$441,574.
9. Advertising Costs-The District follows the policy of charging the costs of advertising to expense as incurred. The District incurred no advertising expenses for the years ended June 30, 2024 and 2023, respectively.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'

10. Leases-Effective July 1, 2022, the District adopted the requirements of Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-02 "*Leases (Topic 842)*" and all related amendments. The District elected to apply the practical expedient of foregoing the restatement of comparative periods. In addition, the District elected the practical expedients permitted under transition guidance to not reassess leases entered into prior to adoption. As permitted under ASC 842, the District made an accounting policy election to exempt leases with an initial term of 12 months or less from statement of financial position recognition. Instead, short-term leases are expensed over the lease term with no impact to the statement of financial position. Under this approach, operating leases are measured and recorded as operating leases as of July 1, 2022 and existing capital leases are carried over at their carrying value and classified as finance leases. The District's operating lease at June 30, 2024 is a short-term lease and has been elected to be exempt from statement of financial position recognition. The District had no finance leases as of June 30, 2024.

11. Property and Equipment are recorded at cost, or if donated, at approximate value at the date of the gift. The District's policy is to capitalize fixed asset purchases in excess of \$500. The straight line method of depreciation is followed for financial reporting purposes and for federal income tax purposes. Depreciation is provided in amounts sufficient to relate the cost of assets to operations over their estimated service lives or the lives of the respective leases, whichever is shorter. Maintenance and repairs are charged to expense. Gains and losses on dispositions are credited or charged to earnings as incurred. Depreciation is provided at rates based on the following estimated useful lives:

Leasehold Improvements	39 years
Furniture and Equipment	3-7 years

Depreciation expense for the years ended June 30, 2024 and 2023 totaled \$17,992 and \$16,959, respectively.

12. Functional Allocation of Expenses-Costs to provide various activities and programs have been summarized on a functional basis in the statement of functional expenses. Direct costs are allocated to the activities that incurred the costs. General and other certain costs are allocated among the programs that received the benefits.

13. Contributed Services-During the year ended June 30, 2024, the value of contributed services meeting the requirements for recognition in the financial statements were not material and have not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the district at its events, but these services do not meet the criteria for recognition as contributed services.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
 NOTES TO THE FINANCIAL STATEMENTS
 June 30, 2024

NOTE A-NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-CONT'

14. Fair Value of Financial Instruments-Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, "*Fair Value Measurements and Disclosures*", defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

Cash and Cash Equivalents, Accounts Receivable, Prepaid Expenses, Accounts Payable and Accrued Liabilities-The carrying amounts reported on the statement of financial position for these items are a reasonable estimate of fair value.

NOTE B-INCOME TAXES:

The District is exempt from federal income taxes under Section 501(c)(6) of the Internal Revenue Code and state income taxes under Section 23701(d) of the California Revenue Taxation Code. Accordingly, no provision for income taxes has been made in the accompanying financial statements.

The District adopted the provisions of FASB ASC Topic 740-10, "*Income Taxes*" regarding accounting for uncertain income tax positions. Management is not aware of any tax positions that are more likely than no to change in the next 12 months, or that would sustain an examination by applicable taxing authorities.

The District recognizes penalties and interest arising from uncertain tax positions as incurred in the statement of activities, which totaled \$0 and \$0, during the years ended June 30, 2024 and 2023, respectively.

The federal and state income tax returns of the District are subject to examination by the IRS and state taxing authorities, generally for three years after they are filed.

NOTE C-PROPERTY AND EQUIPMENT:

At June 30, 2024 and 2023, the District had the following property and equipment:

	2024	2023
Furniture & Equipment	\$ 248,475	\$ 244,622
Leasehold Improvements	92,390	92,390
Total	340,865	337,012
Accumulated Depreciation	(206,155)	(188,163)
Net Property & Equipment	\$ 134,710	\$ 148,849



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE D-SUBSEQUENT EVENT:

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through August 29, 2024, the date the financial statements were available to be issued. There were no subsequent events that requiring adjustments to and disclosures in the financial statements as of and for the year ended June 30, 2024.

NOTE E-LEASES:

As of June 30, 2024, the District leases office facilities on a month-to-month basis. Lease rental expense totaled \$9,000 for the year ended June 30, 2024. The office lease is classified as short-term based on its terms.

NOTE F-LITIGATION:

On March 8, 2023, the District, as the defendant, settled a claim in the amount of \$27,500 in which the plaintiff claimed that the District violated the Ralph M. Brown act regarding the noticing, conducting of meetings and approving actions.

NOTE G-DISTRICT RECERTIFICATION/SIGNIFICANT EVENTS:

The El Cajon City Council adopted a resolution for the recertification of the El Cajon Property and Business Improvement District. The duration of the recertification is 10 years beginning on January 1, 2017. In five years, the Downtown El Cajon Business Partners and downtown property owners will undertake a review of the Management District Plan and PBID programs. Any new or increased assessments that are not consistent with the provisions of the current Management District Plan will require a new mail ballot process.

Management has estimated recertification costs to be as much as \$50,000 and is accruing \$5,000 per year toward these costs.

NOTE H-FAIR VALUE MEASUREMENTS:

FASB ASC Topic 820 specifies a hierarchy of valuation techniques based upon whether the inputs to those valuation techniques reflect assumptions other market participants would use based upon market data obtained from independent sources (observable inputs). In accordance with FASB ASC Topic 820, the following summarizes the fair value hierarchy:

Level 1 Inputs—Unadjusted quoted market prices for identical assets and liabilities in an active market that the Company has the ability to access.

Level 2 Inputs—Inputs other than the quoted prices in active markets that are observable either directly or indirectly.



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE H-FAIR VALUE MEASUREMENTS-CON'T:

Level 3 Inputs—Inputs based on prices or valuation techniques that are both unobservable and significant to the overall fair value measurements.

FASB ASC Topic 820 requires the use of observable market data, when available, in making fair value measurements. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurements. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

As of June 30, 2024, there were no assets and liabilities measured at fair value.

NOTE I-RETIREMENT PLAN:

The District does not have any employees, and currently, does not sponsor any retirement plans.

NOTE J-NET ASSETS WITHOUT DONOR RESTRICTIONS:

The District has several board policies that affect the presentation of board designations on net assets. As of June 30, 2024, the Board of Directors designated self-imposed restrictions on the use of net assets without donor restrictions for the district recertification (Note G) in the amounts of \$42,800.

NOTE K-LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS:

The following reflects Downtown El Cajon Business Partners, Inc. financial assets as of the balance sheet date, reduced by amounts not available for general use within one year of the balance sheet date because of donor or self-imposed restrictions.

Cash and Cash Equivalents	\$ 658,981
Accounts Receivable	<u>11,906</u>
Total Financial Assets	670,877
Subtract: Financial assets not available for general expenditures due to self-imposed restrictions	<u>42,800</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 628,087</u>



DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024

NOTE L-NEW ACCOUNTING STANDARDS:

In March 2016, the FASB issued ASU 2016-02, "*Leases (Topic 842)*", which provides guidance for accounting for leases. ASU 2016-02 requires lessees to classify leases as either finance or operating leases and to record a right-of-use asset and a lease liability for all leases with a term greater than 12 months regardless of the lease classification. The lease classification will determine whether the lease expense is recognized based on an effective interest rate method or on straight-line basis over the term of the lease. Accounting for lessors remains largely unchanged from current GAAP.

Effective July 1, 2022, the District adopted the requirements of ASU 2016-02 and all related amendments. The impact of the adoption of ASU 2016-02 in the District's financial statements are presented in Notes A & E.





**City Council
Agenda Report**

DATE: October 22, 2024
TO: Honorable Mayor and City Councilmembers
FROM: Marisol Thorn, Director of Human Resources
SUBJECT: Mayor and City Council Cafeteria Benefits Review

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, adjusting the cafeteria benefit allotment from \$1,450 per month to \$1,550 per month, effective January 2025, for Mayor and City Councilmembers.

BACKGROUND:

The City periodically reviews compensation and benefits for all of its employees, including the Mayor and City Councilmembers. Last year, Mayor and Councilmembers' cafeteria benefit allotment was readjusted to match the amount general employees receive. Staff recommends maintaining the cafeteria benefit allotment in line with the amount issued to the general employees for the 2025 benefit plan year.

Currently, the cafeteria benefit allotment is \$1,450/month. In comparison, the cafeteria benefit allotment for City staff will increase to \$1,550/month effective January 2025. Staff recommends that the Mayor and City Councilmembers' cafeteria benefit allotment be adjusted to \$1,550/month effective January 2025. This change will align with the anticipated City staff amount effective January 2025.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

City Council approval of the proposed cafeteria benefit allotment is exempt from the California Environmental Quality Act ("CEQA") in accordance with section 15378(b)(2) of the State CEQA Guidelines because it is a personnel-related action and therefore not a project.

FISCAL IMPACT:

This recommended adjustment will result in an increase of \$3,000 in FY2024-25 and \$6,000 in FY 2025-26. There are sufficient funds in the FY2024-25 budget for this year's expenditure.

Prepared By: Marisol Thorn, Director of Human Resources

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ____-24

RESOLUTION REVISING THE CITY'S CONTRIBUTION
TO THE IRS SECTION 125 "CAFETERIA PLAN" FOR
THE MAYOR AND CITY COUNCIL MEMBERS

WHEREAS, California Government Code sections 36516 et seq. define the requirements and limitations for compensation and benefits for mayors and city councilmembers of California cities; and

WHEREAS, the Mayor and City Councilmembers recognize the significant increases in costs related to medical, dental and vision care and the cafeteria benefit has fallen behind the amount eligible for City staff as well as the amounts paid to other members of city councils in San Diego County; and

WHEREAS, the Mayor and City Councilmembers currently receive \$1,450 each month in in City contributions to their Internal Revenue Code section 125 "Cafeteria Plan" accounts; and

WHEREAS, the current cafeteria benefit allotment for City staff will increase to \$1,550 per month effective January 2025; and

WHEREAS, City Council approval of the proposed cafeteria benefit allotment increase is exempt from the California Environmental Quality Act ("CEQA") in accordance with section 15378(b)(2) because it is a personnel-related action and is therefore not a project; and

WHEREAS, it is recommended that the Mayor and City Councilmembers' cafeteria benefit allotment be adjusted to \$1,550 per month effective January 2025, which will align with the approved City staff amount effective January 2025.

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

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council.

Section 2. That beginning January 2025, the City of El Cajon will contribute the Mayor's and Councilmembers' cafeteria benefit allotment in the amount of \$1,550 per month.



**City Council
Agenda Report**

DATE: October 22, 2024
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:

October 11, 2024 - SANDAG Board of Directors Meeting
October 22, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 17.

DATE: October 22, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Goble

SUBJECT: COUNCILMEMBER STEVE GOBLE

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

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:

- October 1, 2024 - Emails with Dustin @ AGC re: PLAs
- October 3, 2024 - Emails with Ron V re: Adjourning in Memory
- October 7, 2024 - Emails with Debbie K re: Speeding
- October 7, 2024 - Emails with Bonnie F re: Monument Sign
- October 9, 2024 - Emails with Yazmin A re: Street Paving Schedule
- October 10, 2024 - Phone call with City Manager
- October 10, 2024 - Emails with Shawn T re: Streetlights
- October 10, 2024 - Meeting with A-Mart owner re: MTS/bathrooms
- October 11, 2024 - SANDAG Board of Directors Meeting
- October 12, 2024 - Mayor Wells Benefit Concert
- October 17, 2024 - MTS Board of Directors Meeting
- October 18, 2024 - Chamber Women in Leadership Luncheon
- October 18, 2024 - Judge Costume Contests at HauntFest
- October 21, 2024 - Lakeside Town Hall (Representing MTS)
- October 22, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

Agenda Item 18.

DATE: October 22, 2024
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:

October 3, 2024 - Metro JPA Meeting
October 10, 2024 - Heartland Fire Training Authority JPA Meeting
October 22, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 19.

DATE: October 22, 2024

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:

October 11, 2024 - Crisis House Fundraising Gala
October 18, 2024 - Women in Leadership Luncheon
October 18, 2024 - HauntFest Judging
October 19, 2024 - Majdal Art Exhibit at Library
October 22, 2024 - Harry Griffin Park JPA
October 22, 2024 - City Council meeting(s)

I am available to answer questions.

Submitted By: Michelle Metschel, Councilmember



City Council
Agenda Report

Agenda Item 20.

DATE: October 22, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Ortiz

SUBJECT: DEPUTY MAYOR 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:

October 9, 2024 - Meeting with NAIOP University Challenge
October 22, 2024 - City Council Meeting(s)

I am available to answer questions.

Submitted By: Phil Ortiz, Deputy Mayor



City Council
Agenda Report

Agenda Item 21.

DATE: October 22, 2024

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: Robert Farren v. City of El Cajon; WC Claim No. 24000956

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, October 22, 2024 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:

Robert Farren
WC Claim No. 24000956

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 22.

DATE: October 22, 2024

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Public Employee Performance Evaluation: City Manager

RECOMMENDATION:

That the following Closed Session be scheduled for the Tuesday, October 22, 2024, Joint City Council / Housing Authority / Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.:

Public Employee Performance Evaluation: City Manager

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms
