

## ONLINE AGENDA INFORMATION

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**LIBRARY HOURS: Monday – Thursday 9:30 a.m. – 8:00 p.m., Friday & Saturday 9:30 a.m. – 5:00 p.m., and Sunday 12:00 – 5:00 p.m.**

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# CITY OF EL CAJON

*City Council/Housing Authority/  
Successor Agency to the Redevelopment Agency*

## AGENDA



*July 12, 2016*

**Honoring  
and celebrating  
the people  
who make  
El Cajon**

***The Valley  
of  
Opportunity***

**Bill Wells**  
*Mayor*

**Tony Ambrose**  
*Mayor Pro Tem*

**Star Bales**  
*Councilmember*

**Gary Kendrick**  
*Councilmember*

**Bob McClellan**  
*Councilmember*

**Douglas Williford**  
*City Manager*

**Morgan Foley**  
*City Attorney*

**Majed Al-Ghafry**  
*Assistant City Manager*

**Belinda Hawley**  
*City Clerk*



# AGENDA



July 12, 2016  
3:00 p.m.

The Agenda contains a brief general description of each item to be considered and most items have a *RECOMMENDATION* from Staff or a Commission, which Council will consider when making a final decision.

Copies of written documentation relating to each item of business on the Agenda are on file in the City Clerk's Office and in the Agenda Book next to the podium in the Council Chambers.

*PLEASE COMPLETE A "REQUEST TO SPEAK" FORM FOR EACH ITEM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE CITY CLERK if you wish to speak about an Item on the Agenda or under Public Comment.*

- **CALL TO ORDER:** Mayor Bill Wells
- **ROLL CALL:** City Clerk Belinda Hawley



## PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

- **POSTINGS:** The City Clerk posted Orders of Adjournment of the June 28, 2016, Meeting and the Agenda of the July 12, 2016, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.
- **PRESENTATIONS:**
  - East County Economic Development Council 2015-2016 Update
  - **PROCLAMATION:** July is Parks and Recreation Month
- **AGENDA CHANGES:**

\*Backup Information Available – Housing Authority and Successor Agency Items are identified.

**CONSENT ITEMS: (1.1 – 1.9)**

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.

**\*1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY MEETINGS**

**RECOMMENDATION:** That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the June 28, 2016 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

**1.2 WARRANTS**

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

**1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA**

**RECOMMENDATION:** That the City Council approves the reading by title and waive the reading in full of all Ordinances on the Agenda.

*(Remainder of page intentionally left blank)*

## **CONSENT ITEMS: (Continued)**

- \*1.4 RESOLUTIONS: AWARD OF BID NO. 001-17, RONALD REAGAN COMMUNITY CENTER RENOVATION RE-BID (Report: Majed Al-Ghafry, Assistant City Manager and Nahid Razi, Purchasing Agent)**

### **RECOMMENDATION: That the City Council:**

- Acting in its capacity as the Successor Agency to the former El Cajon Redevelopment Agency, adopts the next RESOLUTION in order to appropriate \$200,000.00 from the Successor Agency Fund – 2007 Redevelopment Bonds (0597900);
- Authorizes a transfer of \$200,000.00 from the 0597900 fund to the Parks and Recreation Projects Fund (505000);

### **THEN**

- Finds the first and third low bidders non-responsive, each for the reasons set forth in the agenda report;
- Finds the protest submitted by Grahovac Construction Co., Inc. to be timely, but without merit;
- Finds the protest submitted by Cyber Professional Solutions Corp. to be timely and with merit; and
- Adopts the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, Cyber Professional Solutions Corp., in the amount of \$1,349,800.00 for the base bid and additive alternates.

- \*1.5 BOARD OF SUPERVISORS APPOINTMENT TO GILLESPIE FIELD DEVELOPMENT COUNCIL (Report: Belinda Hawley, City Clerk)**

**RECOMMENDATION: That the City Council** ratifies the San Diego County Board of Supervisors re-appointment of Barry Bardack to the Gillespie Field Development Council for a term to expire June 25, 2020.

- \*1.6 RESOLUTION: AWARD OF BID NO. 003-17, ROAD MAINTENANCE MATERIALS (Report: Nahid Razi, Purchasing Agent)**

**RECOMMENDATION: That the City Council** adopts the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidders, Vulcan Materials Company in the estimated amount of \$62,468.63, and Logans Marketing, Inc. in the estimated amount of \$30,346.91 for the first year, with the option to renew for two additional one-year periods.

## **CONSENT ITEMS: (Continued)**

- \*1.7           REQUEST FOR TIME EXTENSION OF TENTATIVE SUBDIVISION MAP (TSM) 628, 1123 EAST WASHINGTON AVENUE, ENGINEERING JOB NO. 3069 (Report: Yazmin Arellano, City Engineer)**

**RECOMMENDATION:** That the City Council grants a one-year time extension of Tentative Subdivision Map (TSM) 628, 1123 East Washington Avenue, Engineering Job No. 3069, and set the new expiration date to be June 6, 2017, in accordance with Municipal Code Section 16.12.110.

- \*1.8           RESOLUTION:       SUBDIVISION       AGREEMENT       (PUBLIC IMPROVEMENTS) AND FINAL MAP FOR TENTATIVE SUBDIVISION MAP (TSM) 500, VALLEY MEADOWS, ENGINEERING JOB NO. 2816; CONVEYANCE OF A PORTION OF PROPERTY (Report: Yazmin Arellano, City Engineer)**

**RECOMMENDATION:** That the City Council:

- Approves the Subdivision Agreement (Public Improvements) and Final Map for Tentative Subdivision Map (TSM) 500, Valley Meadows, Engineering Job No. 2816, on Ballantyne Street between Broadway and Hart Drive;
- Approves the conveyance of a portion of property, Ballantyne Street to East Main Street, LLC for \$92,000.00;
- Adopts the next RESOLUTION in order to authorize the City Manager to execute the Grant Deed substantially in the form as presented at this meeting, and to direct the City Clerk to record the Grant Deed on behalf of the City; and
- Authorizes the Mayor to execute the Subdivision Agreement.

- \*1.9           APPROVAL OF SALARY CHANGE FOR PUBLIC WORKS OPERATIONS MANAGERS (Report: Douglas Williford, City Manager)**

**RECOMMENDATION:** That the City Council approves the proposed salary change.

## **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 agenda 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.

## **PUBLIC COMMENT ON DISTRICT ELECTIONS**

**2. WRITTEN COMMUNICATIONS: None**

**3. PUBLIC HEARINGS: None**

**4. ADMINISTRATIVE REPORTS:**

**\*4.1 RESOLUTION: APPROVAL OF LEASE AGREEMENT RENEWAL WITH CRISIS HOUSE, INC.  
(Report: Majed Al-Ghafry, Assistant City Manager)**

**RECOMMENDATION: That the City Council:**

- Adopts the next RESOLUTION in order to approve a new Lease Agreement ("Lease") between the City of El Cajon ("City") and Crisis House, Inc. ("Crisis House"), in a form substantially as presented, with changes approved by the City Manager; and
- Authorizes the City Manager or his designee to execute all documents necessary to implement approved terms and conditions, and approve alterations, repairs and subleases.

**\*4.2 RESOLUTION: PROFESSIONAL SERVICES AGREEMENT FOR DISTRICT ELECTIONS PUBLIC OUTREACH CONSULTANT  
(Report: Brett Channing, Deputy Director of Administrative Services)**

**RECOMMENDATION: That the City Council** adopts the next Resolution in order, authorizing the City Manager to execute a Professional Services Agreement (PSA) with the public outreach consultant firm recommended by the interview board in the not-to-exceed amount of \$166,340.00.

**5. COMMISSION REPORTS: None**

**6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS**

SANDAG (San Diego Association of Governments); SANDAG Public Safety Committee; League of California Cities, San Diego Division; Heartland; Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee.

**\*6.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

**\*6.2 LEGISLATIVE REPORT**

**ACTIVITIES REPORTS OF COUNCILMEMBERS**

**7.**

**COUNCILMEMBER GARY KENDRICK**

Heartland Communications JPA; Heartland Fire Training JPA.

**\*7.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

**8.**

**MAYOR PRO TEM TONY AMBROSE**

SANDAG (San Diego Association of Governments) - Alternate; SANDAG Public Safety Committee – Alternate Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) - Alternate; East County Economic Development Council; METRO Commission/ Wastewater JPA.

**8.1 COUNCIL ACTIVITIES REPORT/COMMENTS – No Report**

**9.**

**COUNCILMEMBER BOB McCLELLAN**

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

**\*9.1 COUNCIL ACTIVITIES REPORT/COMMENTS**



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

**10.**

**COUNCILMEMBER STAR BALES**

East County Economic Development Council - Alternate; METRO Commission/  
Wastewater JPA – Alternate; Indian Gaming Local Community Benefit Committee –  
Alternate.

**\*10.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

**11. JOINT COUNCILMEMBER REPORTS: None**

**12. GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

**13. ORDINANCES: FIRST READING – None**

**14. ORDINANCES: SECOND READING AND ADOPTION – None**

**15. CLOSED SESSIONS: None**

**ADJOURNMENT:** The Regular Joint Meeting of the El Cajon City Council/  
El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment  
Agency held this 12th day of July 2016, is adjourned to Tuesday, July 26, 2016, at  
3:00 p.m.



## Upcoming Events in El Cajon City Council Meeting for July 12, 2016



**July 13 - Cajon Classic Cruise Car Show: "Off Road Madness!"** Come see all the classic and off road vehicles, including jeeps, trucks, rails, quads and more! Like always, there will be great food and entertainment. Expect a full street closure of Main Street between Sunshine Avenue and Claydelle Avenue. The intersection of Main Street and Magnolia Avenue will remain open to traffic. This weekly car show event is hosted by the Downtown Business Partners and continues every Wednesday night through October 26, from 5:00 p.m. to 8:00 p.m. For more information, please call (619) 334-3000 or visit [www.downtownelcajon.com](http://www.downtownelcajon.com) or [www.cajonclassiccruise.org](http://www.cajonclassiccruise.org).

**July 14 - The El Cajon Farmers' Market continues every Thursday in Downtown El Cajon,** from 3:00 p.m. to 6:00 p.m. at the Prescott Promenade, 201 East Main Street. Enjoy fresh fruit, vegetables, bread, vendors, music and more! Please visit [www.elcajonfarmersmarket.org](http://www.elcajonfarmersmarket.org) for more information.

**July 15 - Dinner & a Concert at the Prescott Promenade with "Joyride" performing classic rock music!** Enjoy great music and dancing Friday nights from 6:00 p.m. to 8:00 p.m. The Promenade is located at 201 E. Main Street in Downtown El Cajon. Have dinner downtown or bring your own picnic. For a complete line-up of concerts, please visit [www.downtownelcajon.com](http://www.downtownelcajon.com).

**July 15 and 29 - Alternate Friday closures for El Cajon City offices.** Please go to [www.cityofelcajon.us](http://www.cityofelcajon.us) for a full calendar display of the hours for City offices during 2016.

**July 26 and August 9 - El Cajon City Council Meetings are at 3:00 p.m. and 7:00 p.m., as needed.** Meetings held in the Council Chamber at 200 Civic Center Way. For more information, and to view the full agenda online, please visit [www.cityofelcajon.us](http://www.cityofelcajon.us).

**August 5 - Summer Movies in The Park!** The El Cajon Recreation Department will be showing a free summer movie **"Inside Out"** at Renette Park beginning at dusk with fun activities beginning at 6:00 p.m. Renette Park is at 935 Emerald Avenue, in El Cajon. For information, please call (619) 441-1678.

**August 13 - The 39<sup>th</sup> Annual Haute with Heart Fashion Show & Luncheon,** benefiting St. Madeleine Sophie's Center. The theme is "Empowerment Is Golden!" This event is from 10:00 a.m. to 2:00 p.m. at the Hilton San Diego Bayfront, 1 Park Blvd in San Diego. For more information and tickets, visit [www.HauteWithHeart.org](http://www.HauteWithHeart.org) or call (619) 442-5129, ext. 115.

### Recreation:

**The Summer Recreation Guide is now available!** Register soon before classes and summer camps fill up! The Recreation Guide is available online at [www.elcajonrec.org](http://www.elcajonrec.org) or pick up a copy at any of the El Cajon Recreation centers, local libraries and in the lobbies of City Hall and the El Cajon Police Station. For more information, please call (619) 441-1516.

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



**MINUTES**

**CITY OF EL CAJON  
EL CAJON, CALIFORNIA**

**June 28, 2016**

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California held Tuesday, June 28, 2016, was called to order by Mayor/Chair Bill Wells at 3:04 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

**ROLL CALL**

Council/Agencymembers present:	Bales, Kendrick and McClellan
Council/Agencymembers absent:	None
Mayor Pro Tem/Vice Chair absent:	Ambrose
Mayor/Chair present:	Wells
Other Officers present:	Hawley, City Clerk/Secretary Foley, City Attorney/General Counsel Williford, City Manager/Executive Director Al-Ghafry, Assistant City Manager

**DRAFT**

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.** (The Courts have concluded that sectarian prayer as part of City Council Meetings is not permitted under the Constitution).

**POSTINGS:** The City Clerk posted Orders of Adjournment of the June 14, 2016, meetings and the Agenda of the June 28, 2016, meeting in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

- **Dog Park Agility Course at Wells Park**

**AGENDA CHANGES: None**

**CONSENT ITEMS: (1.1 – 1.8)**

**1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY**

Approves Minutes of the June 14, 2016 Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

**1.2 WARRANTS**

Approves payment of Warrants as submitted by the Finance Department.

**1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA**

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

**1.4 COMMUNITY EVENT IN THE RIGHT-OF-WAY – ROCK CHURCH BLOCK PARTY (Report: Sara Ramirez, Director of Recreation)**

Approves the use of the public right-of-way for the Rock Church Block Party.

**1.5 ACCEPTANCE OF DOG PARK EXPANSION AND IMPROVEMENTS, PK3531, BID NO. 024-16 (Report: Dennis Davies, Deputy Director of Public Works)**

Accepts the Dog Park Expansion and Improvements, PK3531, Bid Number 024-16, and authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**CONSENT ITEMS: (Continued)**

**1.6 FIRE STATION 6 RENOVATION PROJECT FUNDING SOURCE CHANGE  
(Report: Clay Schoen, Finance Director)**

**RECOMMENDATION:** That the City Council approves the change in the Fiscal Year 2015-16 funding source for the Fire Station 6 Renovation Project from Redevelopment Bond proceeds to Proposition "O" sales tax proceeds.

**DISCUSSION**

**Stephanie Harper** spoke in opposition to the proposed renovation project at Fire Station 6, and suggested spending the money on the Animal Shelter project.

**City Manager Williford** clarified that the Animal Shelter project is fully funded, that the exceeding Proposition "O" funds can be used for public safety improvements, and that renovations at Fire Station 6 are a public safety improvement.

**Councilmember Kendrick** spoke in support of the renovations.

**1.7 UNITED STATES DOJ JUSTICE ASSISTANCE GRANT  
(JAG) FY2016 APPLICATION – (Report: Jeff Davis, Chief of Police)**

Accepts the United States DOJ Justice Assistance Grant FY2016 Application as informational only to meet the grant requirement to provide the JAG FY2016 Grant Application to the governing body. If the Police Department receives the award, Council action will be needed to accept and appropriate the grant.

**1.8 DESIGNATION OF VOTING DELEGATE AND ALTERNATE TO LEAGUE  
OF CALIFORNIA CITIES ANNUAL CONFERENCE, OCTOBER 5-7, 2016  
(Report: Douglas Williford, City Manager)**

Designates Mayor Bill Wells as the Voting Delegate for the City of El Cajon, and City Manager, Douglas Williford, as the Alternate, for the League of California Cities Annual Conference.

**MOTION BY WELLS, SECOND BY McCLELLAN, to APPROVE  
Consent Items 1.1 to 1.8.**

**MOTION CARRIED BY UNANIMOUS VOTE  
OF THOSE PRESENT (AMBROSE – Absent).**

**PUBLIC COMMENT:**

**Richard Graydon** stated that it appears that work is not being completed at the El Cajon Performing Art Center (ECPAC). He would like a special tax on cigarettes to use to clean certain areas of the city that are polluted by cigarette smokers.

**Sunshine Horton** attended a law enforcement event and raised funds in her late daughter's honor. She enjoys welcoming newcomers to America, and announced she will host an open house at her home to celebrate her 71<sup>st</sup> birthday. Funds collected will be donated to Children's Hospital.

**Ken Kestner** submitted a letter to **Mayor Wells** and claimed he is a victim of gang stalking by the police.

**Steve Goble** spoke about the Greenfield project and complimented the City Staff on being responsive to the concerns of the citizens in the area. **Mr. Goble** stated he attended the El Cajon Police Department meeting to help the homeless. Lastly, he spoke about the Kaiser property on Greenfield Avenue at the Main Street intersection, where homeless are living and being disruptive to the area.

**Stephanie Harper** requested adding information about construction/completion of the Animal Shelter and ECPAC on the next agenda.

**Monica Zech** invited the community to the Fourth of July Celebration at Kennedy Park, and thanked Waste Management for sponsoring the yearly fireworks display. She also shared a reminder from Heartland Fire and Rescue, to leave fireworks to the professionals, to keep everyone safe.

Recess called at 3:29 p.m.  
Meeting called back to order at 3:32 p.m.

**2. WRITTEN COMMUNICATIONS: None**

*Remainder of page intentionally left blank.*

**3. PUBLIC HEARINGS:**

**3.1 RESOLUTIONS: DELINQUENT REFUSE COLLECTION CHARGES  
(Report: Dennis Davies, Deputy Director of Public Works)**

**RECOMMENDATION: That the City Council**

- Opens the Public Hearing and receives testimony;
- Closes the Public Hearing;
- Adopts the next RESOLUTIONS in order certifying the list of property owners as delinquent in the payment of their mandatory trash service bills; and
- Authorizes the City Clerk to record the amount owed as a lien on the property and forward a list to the County Tax Assessor for billing on the next property tax bill.

**DISCUSSION**

**Assistant City Manager Al-Ghafry** gave a summary of the Item.

**Mayor Wells** opened the public hearing.

No one came forward to speak.

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

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**MOTION BY BALES, SECOND BY McCLELLAN, to ADOPT RESOLUTIONS NOS. 056-16A through 056-16G, certifying the list of property owners as delinquent in the payment of their mandatory trash service bills; and Authorize the City Clerk to record the amount owed as a lien on the property and forward a list to the County Tax Assessor for billing on the next property tax bill.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**PUBLIC HEARINGS: (Continued)**

**3.2 RESOLUTIONS: DELINQUENT SEWER SERVICE CHARGES  
(Report: Dennis Davies, Deputy Director of Public Works)**

**RECOMMENDATION: That the City Council:**

- Opens the Public Hearing and considers any testimony;
- Closes the Public Hearing;
- Adopts the next RESOLUTIONS in order confirming the list of property owners as delinquent in the payment of sewer service charges; and
- Authorizes the City Clerk to place a lien on properties with delinquent sewer accounts and to forward a list to the County Tax Assessor for billing on the next property tax bill.

**DISCUSSION**

**Assistant City Manager Al-Ghafry** gave information on the Item.

**Mayor Wells** requested an update from Staff on this Item in three (3) months.

**Mayor Wells** opened the public hearing.

No one came forward to speak.

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

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**MOTION BY BALES, SECOND BY McCLELLAN, to ADOPT RESOLUTIONS NOS. 057-16A through 057-16G confirming the list of property owners as delinquent in the payment of sewer service charges.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**MOTION BY BALES, SECOND BY SECOND, to AUTHORIZE the City Clerk to place a lien on properties with delinquent sewer accounts and to forward a list to the County Tax Assessor for billing on the next property tax bill.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**



4. **ADMINISTRATIVE REPORTS: None**

5. **COMMISSION REPORTS: None**

6. **ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS**

SANDAG (San Diego Association of Governments); SANDAG Public Safety Committee – Chair; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee.

6.1 **Council Activities Report/Comments**

**REPORT AS STATED.**

6.2 **LEGISLATIVE REPORT: No Report.**

6.3 **REQUEST FOR SUPPORT FOR SKYLINE RETIREMENT CENTER**  
*(Continued from 6/14/16 meeting)*

**RECOMMENDATION:** That the City Council transmit a letter of support for the proposed Skyline Retirement Center.

**DISCUSSION**

Mayor Wells gave a summary of the Item.

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to TRANSMIT a letter of support for the proposed Skyline Retirement Center.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**ACTIVITIES REPORTS OF COUNCILMEMBERS**

7.

**COUNCILMEMBER GARY KENDRICK**

Heartland Communications JPA; Heartland Fire Training JPA.

7.1 **Council Activities Report/Comments**

**REPORT AS STATED.**

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

**7.2 DRAFT RESOLUTION OPPOSING THE LEGALIZATION AND COMMERCIALIZATION OF MARIJUANA**

**RECOMMENDATION:** That the City Council adopts the Resolution attached to the Agenda Report opposing the legalization and commercialization of marijuana.

**DISCUSSION**

**Councilmember Kendrick** gave a summary of the Item.

**MOTION BY KENDRICK, SECOND BY McCLELLAN, to ADOPT RESOLUTION NO. 058-16 opposing the legalization and commercialization of marijuana.**

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (AMBROSE – Absent).**

**8.**

**MAYOR PRO TEM TONY AMBROSE**

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA.

**8.1 Council Activities Report/Comments**

**REPORT AS STATED.**

**9.**

**COUNCILMEMBER BOB McCLELLAN**

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

**9.1 Council Activities Report/Comments**

**REPORT AS STATED.**

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

**10. COUNCILMEMBER STAR BALES**

East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA – Alternate; Indian Gaming Local Community Benefit Committee – Alternate.

**10.1 Council Activities Report/Comments**

**REPORT AS STATED.**

**11. JOINT COUNCILMEMBER REPORTS: None**

**12. GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

**13. ORDINANCES: FIRST READING - None**

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

**15. CLOSED SESSIONS: None**

**Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 28th day of June 2016, at 3:45 p.m. to Tuesday, July 12, 2016, at 3:00 p.m.**

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**BELINDA A. HAWLEY, CMC**  
**City Clerk/Secretary**

**APPROVAL OF READING BY TITLE AND WAIVER OF READING  
OF ORDINANCES ON THIS AGENDA**

The City Council waives the reading of the full text of every ordinance contained in this agenda and approves the reading of the ordinance title only.

City Clerk Date Stamp

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA

2016 JUL -6 P 5:26

# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.4



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Majed Al-Ghafry, Assistant City Manager  
Nahid Razi, Purchasing Agent

**SUBJECT:** Award of Bid No. 001-17, Ronald Reagan Community Center Renovation  
Re-Bid

**RECOMMENDATION:** That the City Council:

- 1) Acting in its capacity as the Successor Agency to the former El Cajon Redevelopment Agency, adopts the next resolution in order to appropriate \$200,000.00 from the Successor Agency Fund – 2007 Redevelopment Bonds (0597900);
- 2) Authorizes a transfer of \$200,000.00 from the 0597900 fund to the Parks and Recreation Projects Fund (505000);
- 3) Finds the first and third low bidders non-responsive, each for the reasons set forth in this agenda report;
- 4) Finds the protest submitted by Grahovac Construction Co., Inc. to be timely, but without merit;
- 5) Finds the protest submitted by Cyber Professional Solutions Corp. to be timely and with merit; and
- 6) Adopts the next resolution in order awarding the bid to the lowest responsive, responsible bidder, Cyber Professional Solutions Corp., in the amount of \$1,349,800.00 for the base bid and additive alternates.

**BACKGROUND:** On January 26, 2016, the City Council approved the bid plans and specifications for the renovation of the Ronald Reagan Community Center. Fifty-eight prospective bidders obtained bid packages and four responses were received and opened at 2:00 p.m. on February 29, 2016. Due to the significant difference between the engineer's estimate and the apparent low bid, the City Council authorized the rejection of all bids and the rebidding of the project with revisions. Upon rebidding, forty-seven bidders obtained bid packages and six responses were received and opened at 2:00 p.m. on May 31, 2016.

In order to receive Community Development Block Grants/Department of Housing and Urban Development (CDBG/HUD) funding, the *Certification for Contracts: HUD Section 3 Regulations* form (the "Certification") must be completed for all CDBG/HUD projects of \$100,000.00 or more.

This certification is also identified in the bid specifications Check List as an item that must be completed and returned with each bid. The first low bidder, Conan Construction, Inc. ("Conan"), did not submit the Certification. Additionally, a review of the Contractors State License Board reveals that one of Conan's listed subcontractors had an expired contractor's license and another had a canceled contractor's license. Due to the reasons indicated, Conan Construction, Inc. was deemed non-responsive.

In accordance with the "Standard Specifications for Public Works Construction" (Green Book), a bidder is considered non-responsive for failure to perform at least fifty percent (50%) of the contract work with their own forces. This is to ensure that the general contractor has a sufficient vested stake in the outcome of the project. The third low bidder, Grahovac Construction Co., Inc. ("Grahovac"), listed subcontractors performing more than fifty percent (50%) of the work. Furthermore, according to the Contractors State License Board one of Grahovac's listed subcontractors had a canceled contractor's license. Due to the reasons indicated, Grahovac was deemed non-responsive.

Grahovac submitted a written protest dated June 23, 2016. The protest was received within the time frame provided and is deemed to be timely. Grahovac's protest stated Conan Construction, Inc. and Cyber Professional Solutions Corp. ("Cyber") do not have the licensing required to perform certain specialty trades listed in the bid specifications and both bids did not list any subcontractors to perform such specialty trades. In addition, the protest stated there was an error on the Contractors State License Board website regarding the subcontractor with the canceled license.

Upon review of the protest by the City Attorney's Office, staff has determined that the protest submitted by Grahovac is without merit. In accordance with Section 7057(b) of the California Business and Professional Code, a general building contractor may take a prime contract for any project involving trades as long as there are at least two unrelated building trades. Additionally, staff reviewed the information available on the Contractors State License Board and found the subcontractor listed on Grahovac's bid still had a canceled license.

Cyber submitted a written protest dated June 24, 2016. The protest was received within the time frame provided and is deemed to be timely. Cyber's protest stated Conan Construction, Inc. does not have the licensing required to perform work related to fire alarms and did not list a subcontractor to perform such work. In accordance with Section 7057(c) of the California Business Professional Code, a general building contractor shall not contract for a project that includes a fire protection system unless the contractor holds the appropriate license or subcontracts accordingly. Upon review of the protest, staff has determined that the protest submitted by Cyber is with merit.

The California Public Contract Code allows the City to specify which award method will be utilized to determine the lowest bid. Bidders provided pricing for the additive alternate items as specified and the bid was awarded based on the base bid. After examining the bids, Additive Alternate #4: Folding Glass at Exterior of Room 112 and Additive Alternate #10: Audio Upgrade Equipment List shall be included in the award.

Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder, Cyber Professional Solutions Corp., in the amount of \$1,349,800.00 (base bid of \$1,276,000.00 plus additive alternates of \$73,800.00). The lowest base

bid is 35% higher than the engineer's estimate of \$943,150.00. Therefore, staff is requesting that an additional \$200,000.00 be appropriated to cover costs associated with this project, including the additive alternates, construction management, and contingencies. The summary of bids is attached and complete proposals are on file in the Purchasing Division of the Finance Department.

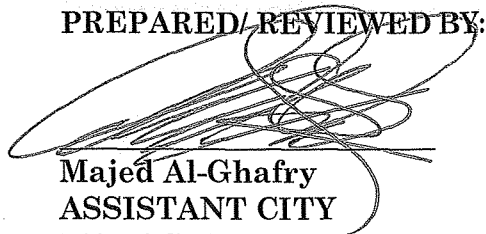
**FISCAL IMPACT:** With the additional appropriation of \$200,000.00, sufficient funds will be available for this project from Successor Agency Fund – 2007 Redevelopment Bonds and Community Development Block Grant (CDBG) funds.

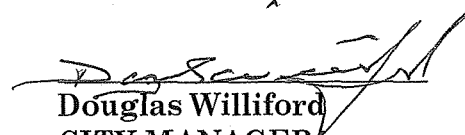
**PREPARED BY:**

**PREPARED/REVIEWED BY:**

**APPROVED BY:**

  
\_\_\_\_\_  
Nahid Razi  
PURCHASING AGENT

  
Majeed Al-Ghafry  
ASSISTANT CITY  
MANAGER

  
\_\_\_\_\_  
Douglas Williford  
CITY MANAGER

**BID SUMMARY – BID NO. 001-17**

**BIDDER**

**TOTAL BASE BID AMOUNT**

Conan Construction, Inc. (National City, CA)	Non-responsive
Cyber Professional Solutions Corp. (Chula Vista, CA)	\$1,276,000.00*
Grahovac Construction Co., Inc. (La Mesa, CA)	Non-responsive
M.A. Stevens Construction, Inc. (National City, CA)	\$1,306,000.00
Fordyce Construction, Inc. (Santee, CA)	\$1,410,700.00
Nuera Contracting LP (San Diego, CA)	\$1,870,000.00
ENGINEER'S ESTIMATE (BASE BID)	\$943,150.00

**\* RECOMMEND AWARD**

Cyber Professional Solutions Corp. Additive Alternates

Add. Alt. No. 4: Folding Glass at Exterior of Room 112	\$60,000.00
Add. Alt. No. 10: Audio Upgrade Equipment List	\$13,800.00



RESOLUTION NO. SA -16

RESOLUTION OF THE SUCCESSOR AGENCY TO  
THE EL CAJON REDEVELOPMENT AGENCY  
APPROVING AND AUTHORIZING THE  
APPROPRIATION OF FUNDS FOR THE  
RONALD REAGAN COMMUNITY CENTER  
RENOVATION RE-BID PROJECT  
(Bid 001-17)

WHEREAS, the City of El Cajon formed the El Cajon Redevelopment Agency (the "Agency"), which has continuously engaged in redevelopment activities under the Community Redevelopment Law (Health and Safety Code sections 33000 *et seq.*) (the "Redevelopment Law"); and

WHEREAS, Assembly Bill 1X 26 (the "Dissolution Act") was enacted on June 28, 2011, to significantly modify the Redevelopment Law; and

WHEREAS, the Dissolution Act dissolved all redevelopment agencies in the state of California, including the El Cajon Redevelopment Agency, effective February 1, 2012; and

WHEREAS, Section 34173 of the Redevelopment Law, as amended by the Dissolution Act, provides that the City, as the agency authorizing the creation of the Agency, is the successor entity to the Agency upon its dissolution (the "Successor Agency"), and is responsible for those obligations set forth in section 34177 of the Redevelopment Law, which include collecting obligations to the Agency, disposing of assets, winding down the affairs of the Agency, and otherwise performing such functions as required under the Dissolution Act; and

WHEREAS, on January 26, 2016, the City Council of the City of El Cajon (the "City") approved a budget for renovation of the Ronald Reagan Community Center (the "Project"); and

WHEREAS, after diligent review of all of the bids received, City staff believes it to be in the best interests of the City to award the contract to the lowest responsive, responsible bidder, in the amount of \$1,349,800.00 (consisting of its base bid of \$1,276,000.00 with Additive Alternate bids of \$73,800.00). However, the lowest base bid is 35% higher than the engineer's estimate of \$943,150.00, and therefore, an additional \$200,000.00 is required to cover costs associated with the Project, including the additive alternates, construction management, and contingencies; and

WHEREAS, the Successor Agency and the City both recommend the appropriation of \$200,000.00 from the Successor Agency Fund – 2007 Redevelopment Bonds (0597900) in order to complete the Project.

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

1. The City of El Cajon, acting in its capacity as the Successor Agency to the El Cajon Redevelopment Agency, hereby authorizes the appropriation of \$200,000.00 from the Successor Agency Fund – 2007 Redevelopment Bonds (0597900) for the Ronald Reagan Community Center Renovation Re-Bid project.

2. The City of El Cajon, acting in its capacity as the Successor Agency to the El Cajon Redevelopment Agency, hereby authorizes a transfer of \$200,000.00 from the 0597900 fund to the Parks and Recreation Projects Fund (505000).

3. The City Manager, as the Executive Director of the Successor Agency, the Director of Finance, as Treasurer, and the City Clerk, as Secretary, are hereby authorized and directed to take all actions and execute all such documents, instructions, certificates, and agreements necessary to facilitate the appropriation of funds.

07/12/16 (Item 1.4)

SA Appropriate Funds for RRCC Renovations 070716

RESOLUTION NO.     -16

RESOLUTION AWARDDING BID FOR  
RONALD REAGAN COMMUNITY CENTER RENOVATION RE-BID  
(Bid No. 001-17)

WHEREAS, on January 26, 2016, the City Council approved a budget for the renovation of the Ronald Reagan Community Center (the "Project"); and

WHEREAS, fifty-eight (58) prospective bidders obtained bid packages, and four (4) responses to the Invitation to Bid for the Project were received and publicly opened at 2:00 p.m. on February 29, 2016; and

WHEREAS, due to the significant difference between the engineer's estimate and the apparent low bid, the City Council authorized the rejection of all bids and the rebidding of the project with revisions; and

WHEREAS, upon rebidding, forty-seven (47) bidders obtained bid packages and six (6) responses were received and opened at 2:00 p.m. on May 31, 2016; and

WHEREAS, the apparent first low bidder, Conan Construction, Inc. ("Conan"), did not submit the necessary *Certification for Contracts: HUD Section 3 Regulations* form, as set out in the bid specifications Check List, which must be completed for all CDBG/HUD projects of \$100,000.00 or more, and is required in order to receive Community Development Block Grants/Department of Housing and Urban Development (CDBG/HUD) funding; and

WHEREAS, additionally, Conan listed one subcontractor with an expired contractor's license and another subcontractor with a canceled contractor's license, according to a review of the Contractors State License Board, and therefore, due to the reasons indicated, Conan was deemed non-responsive; and

WHEREAS, in accordance with the "Standard Specifications for Public Works Construction" (Green Book), a bidder is considered non-responsive for failure to perform at least fifty percent (50%) of the contract work with their own forces in order to ensure that the general contractor has a sufficient vested stake in the outcome of the project; and

WHEREAS, the apparent third low bidder, Grahovac Construction Co., Inc. ("Grahovac"), listed subcontractors performing more than fifty percent (50%) of the work, and one of Grahovac's listed subcontractors had a canceled contractor's license according to the Contractors State License Board, and therefore, Grahovac was deemed non-responsive; and

WHEREAS, Grahovac submitted a timely written protest dated June 23, 2016, stating that Conan and Cyber Professional Solutions Corp. ("Cyber") do not have the licensing required to perform certain specialty trades listed in the bid specifications and

neither bid listed any subcontractors to perform such specialty trades. In addition, the protest stated there was an error on the Contractors State License Board website regarding the subcontractor with the canceled license; and

WHEREAS, upon review of the protest by the City Attorney's Office, staff determined that the protest submitted by Grahovac is without merit. Section 7057(b) of the California Business and Professional Code allows a general building contractor to take a prime contract for any project involving trades as long as there are at least two (2) unrelated building trades. Additionally, staff reviewed the information available on the Contractors State License Board and found the subcontractor listed on Grahovac's bid still had a canceled license, and therefore, deemed the bid by Grahovac non-responsive; and

WHEREAS, Cyber submitted a timely written protest dated June 24, 2016, stating that Conan does not have the licensing required to perform work related to fire alarms and did not list a subcontractor to perform such work. In accordance with Section 7057(c) of the California Business Professional Code, a general building contractor shall not contract for a project that includes a fire protection system unless the contractor holds the appropriate license or subcontracts accordingly; and

WHEREAS, upon review of the protest, staff has determined that the protest submitted by Cyber is appropriate; and

WHEREAS, the California Public Contract Code allows the City to specify which award method will be utilized to determine the lowest bid. Bidders provided pricing for the additive alternate items as specified and staff recommends that the bid be awarded based on the base bid. After examining the bids, Additive Alternate #4: Folding Glass at Exterior of Room 112, and Additive Alternate #10: Audio Upgrade Equipment List shall be included in the award; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidder; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the contract to the lowest responsive, responsible bidder.

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

1. The City Council hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.
2. The City Council hereby further finds the protest submitted by Grahovac Construction Co., Inc. to be timely but without merit based on the evidence contained in the record of this proceeding, and for the reasons set forth in the recitals, above.

3. The City Council hereby further finds the protest submitted by Cyber Professional Solutions Corp. to be timely and appropriate based on the evidence contained in the record of this proceeding, and for the reasons set forth in the recitals, above.

4. The City Council does hereby reject all other bids and proposals except that hereinbelow mentioned, and awards the bid for the Ronald Reagan Community Center Renovation Re-Bid project to:

Cyber Professional Solutions Corp.

in the amount of \$1,349,800.00 (consisting of its base bid of \$1,276,000.00 with Additive Alternate bids of \$73,800.00). The lowest base bid is 35% higher than the engineer's estimate of \$943,150.00, and therefore, an additional \$200,000.00 shall be appropriated to cover costs associated with the Project, including the additive alternates, construction management, and contingencies. The summary of bids and complete proposals are on file in the Purchasing Division of the Finance Department.

5. The Mayor and City Clerk are authorized and directed to execute a contract for said project on behalf of the City of El Cajon.

07/12/16 (Item 1.4)

Bid 001-17 – RRCC Renovation Re-Bid 070616

City Clerk Date Stamp

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA

2016 JUL -5 P 3: 06

# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.5



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick and McClellan

**FROM:** Belinda Hawley, City Clerk

**SUBJECT:** Board of Supervisors Appointment to Gillespie Field  
Development Council

**RECOMMENDATION:** That the City Council ratifies the San Diego County Board of Supervisors re-appointment of Barry Bardack to the Gillespie Field Development Council for a term to expire June 25, 2020.

**BACKGROUND:** In accordance with the Joint Powers Agreement between the County of San Diego and the City of El Cajon, appointment of each member of the Gillespie Field Development Council shall be made by mutual agreement of both entities, and ratified by actions of both the Board of Supervisors and the City Council.

Attached to this report is a copy of a memorandum from County Supervisor Dianne Jacob confirming the re-appointment of Mr. Bardack to the Gillespie Field Development Council for a term to expire June 25, 2020. The City Council is now being asked to ratify the reappointment.

**FISCAL IMPACT:** None

**PREPARED BY:**

Belinda Hawley, CMC  
CITY CLERK

**APPROVED BY:**

Douglas Williford  
CITY MANAGER

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA



COUNTY OF SAN DIEGO

2016 JUN 13 AM 11:36

Serving the cities of:  
El Cajon  
La Mesa  
Lemon Grove  
Poway  
Santee

2016 JUL -5 A 10:36

**DIANNE JACOB**  
SUPERVISOR, SECOND DISTRICT  
SAN DIEGO COUNTY BOARD OF SUPERVISORS

CLERK OF THE BOARD  
OF SUPERVISORS

Serving the  
communities of:

Agua Caliente  
Allied Gardens  
Alpine  
Barrett  
Blossom Valley  
Bostonia  
Boulevard  
Campo  
Canebrake  
Casa de Oro  
College Area  
Crest

DATE: June 28, 2016

TO: BOARD OF SUPERVISORS

SUBJECT: Appointment to GILLESPIE FIELD DEVELOPMENT COUNCIL, Seat  
No. 1

Cuyamaca  
Dehesa  
Del Cerro  
Descanso  
Dulzura  
Eucalyptus Hills  
Fernbrook  
Flinn Springs  
Granite Hills  
Granville  
Guatay

**Recommendation:**  
VICE-CHAIRWOMAN JACOB

Waive Board Policy A-74, "Citizen Participation in County Boards, Commissions and Committees," and re-appoint Barry Bardack to the GILLESPIE FIELD DEVELOPMENT COUNCIL, Seat No. 1 for a term to expire on June 25, 2020.

Harbison Canyon  
Jacumba  
Jamul  
Johnstown  
Julian  
Lake Morena  
Lakeside  
Mount Helix  
Pine Hills  
Pine Valley  
Potrero  
Ramona

Background information:  
Barry Bardack  
El Cajon, CA 92020

Respectfully submitted,

DIANNE JACOB  
Vice-Chairwoman

Rancho San Diego  
Rolando  
San Carlos  
San Pasqual  
Santa Ysabel  
Shelter Valley  
Spring Valley  
Tecate  
Tierra del Sol  
Vallecitos  
Wynola

Serving the Indian  
reservations of:

Barona  
Campo  
Cosmit  
Ewitaapaayp  
Inaja  
Jamul  
La Posta  
Manzanita  
Mesa Grande  
Santa Ysabel  
Sycuan  
Viejas

City Clerk Date Stamp

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA

2016 JUL -6 P 5:13

# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.6



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Nahid Razi, Purchasing Agent

**SUBJECT:** Award of Bid No. 003-17, Road Maintenance Materials

**RECOMMENDATION:** That the City Council adopts the next resolution in order awarding the bid to the lowest responsive, responsible bidders, Vulcan Materials Company in the estimated amount of \$62,468.63, and Logans Marketing, Inc. in the estimated amount of \$30,346.91 for the first year, with the option to renew for two additional one-year periods.

**BACKGROUND:** This purchase of road maintenance materials for the Public Works Department was contingent upon the City Council's approval of the FY 2016-17 budget. Eight prospective bidders obtained bid packages, and three responses were received and opened at 2:00 p.m. on June 15, 2016.

Per the Bid Summary attached, Items 1 through 7 will be picked up from the vendor's plant by City crews using City vehicles. Due to costs associated with staff time and fuel expense, a haul distance penalty of \$0.10 per haul mile was added to the unit prices for evaluation purposes only. The distance of the vendor's plant will affect the unit price submitted as it is calculated using round trip distances for pick-up. Pricing is based upon estimated annual quantities; more or less may be used as needs dictate.

Item 8, SS-1 Emulsion, will not be awarded since the sole vendor to bid this line item added verbiage on its bid submission that altered the City's specifications. Per the bid specifications General Conditions, Section 8 Award or Rejection, "...The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid." City staff has determined it would be beneficial to move forward with awarding all other items and issue a Request for Quotation for SS-1 Emulsion in the coming weeks.

Vulcan Materials Company (Vulcan) submitted an alternate product for item 9, Base Rock Aggregate. City staff determined that the alternate product was neither comparable nor verifiable since the California Department of Transportation specifications were not included with the submittal. Per the bid specifications General Conditions, Section 10, Alternates states:

The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of El Cajon.

Vulcan was the lowest responsive, responsible bidder for items 1-7 and 11. Logans Marketing, Inc.



was the lowest responsive, responsible bidder for items 9 and 12, and the sole bidder for items 10 and 13. In order to obtain the greatest value, it would be in the best interest of the City to split the Road Maintenance Materials award between these two vendors.

Purchasing, in concurrence with the Assistant City Manager, recommends award of the bid to the lowest responsive, responsible bidders, Vulcan Materials Company and Logans Marketing, Inc. The summary of bids is attached and complete proposals are on file in Purchasing.

**FISCAL IMPACT:** The initial estimated fiscal impact of this purchase is \$92,815.54 and subsequent 2-year costs are estimated to be \$200,000.00. Sufficient funds are available for this purchase in Public Works' Street Operations, Wastewater Operations, and Parks divisions.

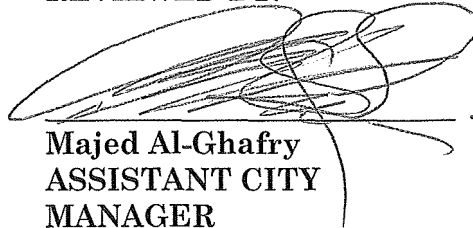
**PREPARED BY:**

**REVIEWED BY:**

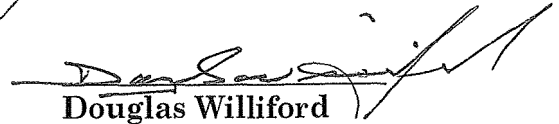
**APPROVED BY:**



Nahid Razi  
PURCHASING AGENT



Majed Al-Ghafry  
ASSISTANT CITY  
MANAGER



Douglas Williford  
CITY MANAGER

#	Description	UOM	Qty	Crafco, Inc.			Vulcan Materials Company			Logans Marketing, Inc.			
				Unit Price	Haul Mile (Spec Cond #11) Rd Trip 232	Line Total	Unit Price	Haul Mile (Spec Cond #11) Rd Trip 32	Line Total	Unit Price	Haul Mile (Spec Cond #11) Rd Trip 32	Ext Price (No Haul Mile Incl)	
1	3/8" Fine Type III-D-PG-64-10	Ton	100	no bid			\$80.00	\$83.20	\$ 8,000.00	\$83.00	\$ 86.20	\$ 8,300.00	
2	1/2" Fine Type III-C-PG-64-10	Ton	175	no bid			\$60.00	\$63.20	\$10,500.00	\$65.00	\$ 68.20	\$11,375.00	
3	1/2" Medium Type III-C2-PG-64-10	Ton	150	no bid			\$60.00	\$63.20	\$ 9,000.00	\$66.00	\$ 69.20	\$ 9,900.00	
4	1/2" Fine Type III-C3-PG-70-10	Ton	100	no bid			\$64.00	\$67.20	\$ 6,400.00	\$66.00	\$ 69.20	\$ 6,600.00	
5	1/2" Medium Type III-C2-PG-70-10	Ton	150	no bid			\$64.00	\$67.20	\$ 9,600.00	\$66.00	\$ 69.20	\$ 9,900.00	
6	3/8" Temporary Patching Material, Cold Mix SC-800	Ton	60	\$119.23	\$142.43	\$ 7,153.80	\$80.00	\$83.20	\$ 4,800.00	\$90.00	\$ 93.20	\$ 5,400.00	
7	Sheet Mix	Ton	75	no bid			\$80.00	\$83.20	\$ 6,000.00	\$90.00	\$ 93.20	\$ 6,750.00	
8	SS-1 Emulsion	Gal	150	no bid			no bid			\$45.00	\$ 48.20	\$ 6,750.00	
9	Base Rock Aggregate, Class II, 3/4" Maximum	Ton	175	no bid			\$13.50		\$ 2,362.50	\$16.98		\$ 2,971.50	
10	Plaster Sand	Ton	200	no bid			no bid			\$38.00		\$ 7,600.00	
11	Decomposed Granite	Ton	150	no bid			\$23.50		\$ 3,525.00	\$50.00		\$ 5,400.00	
12	Concrete Aggregate, 1" x #4	Ton	100	no bid			\$29.50		\$ 2,950.00	\$27.73		\$ 2,773.00	
13	Pre-Mixed Portland Cement Concrete, Class 520-C-2500	Cu. Yd.	150	no bid			no bid			\$97.50		\$14,625.00	
SUB-TOTAL (AWARD ITEMS)							Items 1-7,11			\$57,825.00	Items 9-10, 12-13		\$27,969.50
TAX										\$ 4,643.63			\$ 2,377.41
TOTAL										\$62,468.63			\$30,346.91

**RECOMMEND AWARD \$92,815.54**

RESOLUTION NO.     -16

RESOLUTION AWARDING BID FOR  
ROAD MAINTENANCE MATERIALS  
(Bid No. 003-17)

WHEREAS, in the FY 2016-2017 budget the City Council approved funding for the annual contract to supply road maintenance materials used by the Public Works Department in the City of El Cajon; and

WHEREAS, eight (8) prospective bidders obtained bid packages, and three (3) responses to the Invitation to Bid were received and publicly opened at 2:00 p.m. on June 15, 2016; and

WHEREAS, the Bid Summary provided that Items 1 through 7 will be picked up from the vendor's plant by City crews using City vehicles and accordingly, the bids for these items would include (for evaluation purposes only) a haul distance penalty of \$0.10 per haul mile, based on round trip distances; and

WHEREAS, pricing is further based upon estimated annual quantities; more or less may be used as needs dictate; and

WHEREAS, the sole vendor to bid on Item 8, SS-1 Emulsion, altered the bid form in submitting its bid thereby modifying the City's specifications, and City staff has therefore determined it would be beneficial to move forward with awarding all items except Item 8, and to issue a Request for Quotation for SS-1 Emulsion in the coming weeks; and

WHEREAS, Vulcan Materials Company ("Vulcan") submitted an alternate product for Item 9, Base Rock Aggregate, and (in compliance with Section 10 of the General Conditions in the bid specifications) city staff has determined that the alternate product was neither comparable nor verifiable as the California Department of Transportation specifications were not included with the submittal; and

WHEREAS, Vulcan was the lowest responsive bidder for items 1-7 and 11, and Logans Marketing, Inc. was the lowest responsive bidder for items 9 and 12, and the sole bidder for items 10 and 13; and

WHEREAS, in order to obtain the greatest value, the City may award the bid for maintenance materials to one or more vendors, for one or more of the items listed in the bid, whatever is in the best interest of the City; and

WHEREAS, Purchasing, in concurrence with the Assistant City Manager, recommends that, in the best interests of the City, the award for road maintenance materials should be divided between the two (2) lowest responsive bidders as set forth below, in combination, for the purchase of all of the twelve (12) distinct items, identified in the bid, in order to obtain the greatest value to the City of El Cajon.

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

1. The City Council hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.

2. The City Council hereby finds that with the exception of Item 8, SS-1 Emulsion, it would be beneficial to move forward with awarding all other items and issue a Request for Quotation for SS-1 Emulsion in the coming weeks.

3. The City Council of the City of El Cajon hereby rejects all other bids except those herein mentioned, and awards the bid for Road Maintenance Materials to the lowest responsive bidders as follows in an estimated amount of \$92,815.54:

<u>Vendor</u>	<u>Item Number</u>	<u>Amount</u>
Vulcan Materials Company	1-7, 11	\$ 62,468.63
Logans Marketing, Inc.	9, 10, 12, 13	\$ <u>30,346.91</u>
		\$ 92,815.54

in the estimated amount of \$92,815.54 the first year, with the option to renew for two (2) additional one-year periods.

4. The Mayor and City Clerk are authorized and directed to execute a contract for said project on behalf of the City of El Cajon.

07/12/16 (Item 1.6)

Bid 003-17 – Road Maintenance Materials (Vulcan & Logans) 070616

City Clerk Date Stamp

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA

2016 JUL -6 P 5:26

# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.7



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Yazmin Arellano, City Engineer

**SUBJECT:** Request for Time Extension of Tentative Subdivision Map (TSM) 628  
1123 East Washington Avenue, Engineering Job No. 3069

**RECOMMENDATION:** That the City Council grants a one-year time extension of Tentative Subdivision Map (TSM) 628, 1123 East Washington Avenue, Engineering Job No. 3069, and set the new expiration date to be June 6, 2017, in accordance with Municipal Code Section 16.12.110.

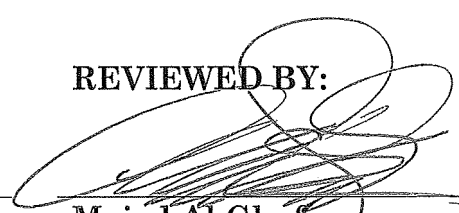
**BACKGROUND:** Public Works staff received a letter (copy attached) on June 9, 2016, from the property owner, William K. Howland, requesting a time extension for TSM 628. Resolution No. 082-06 conditionally approved TSM No. 628 and Resolution No. 081-06 conditionally approved PUD No. 313 on June 13, 2006, with an expiration date of June 13, 2008, and was subsequently extended by a time extension on June 13, 2008, and then by the State Legislature until June 13, 2016. Section 16.12.110 of the Municipal Code allows for three one-year extensions. This request is the second of three allowable map extensions. The project site will be subdivided into eight lots for the development of seven attached single-family residences. It is noteworthy to mention that the City's design policies have changed since this project was approved by the City Council. However, the project developer has committed in writing that associated design features will meet current City expectations.

**FISCAL IMPACT:** None; all costs are paid by the subdivider.


**PREPARED BY:**

  
Yazmin Arellano  
CITY ENGINEER

**REVIEWED BY:**

  
Majed Al-Ghafry  
ASSISTANT  
CITY MANAGER

**APPROVED BY:**

  
Douglas Williford  
CITY MANAGER

6/9/2016

Yazmin Arellano  
Deputy Director of Public Works  
City Engineer  
619-441-1785



Re: Title Map 313  
1123 E Washington Avenue  
El Cajon, California 92020  
APN 493-112-08

Yazmin Arellano,

In the past I was unable to develop my property at 1123 E. Washington Avenue due to the downturn in the market and personal financial hardships. With the improvement of the real estate market situation, I am now able to move forward with this project. I am requesting an extension of time to update the plans to satisfy the new storm water guidelines and new construction documents to get the project to the permit stage.

Please see attached PUD Water Quality Concept Analysis and proposed grading plan from Spear & Associates, Inc., Ray Spear, Professional Land Surveyor No. 6404 (760-736-2040).

*This project is TSM 628 Engineering  
Job NO. 3069*

Sincerely,  
*William K. Howland*

William K. Howland  
9307 Carlton Hills Boulevard Ste. D  
Santee, California  
619-980-2455

RESOLUTION NO. 82-06

RESOLUTION APPROVING TENTATIVE SUBDIVISION MAP 628  
FOR AN EIGHT-LOT SUBDIVISION MAP IN THE R-3-R (MULTIPLE  
FAMILY, RESTRICTED) ZONE ON PROPERTY LOCATED ON THE  
SOUTH SIDE OF EAST WASHINGTON AVENUE BETWEEN  
SOUTH ANZA STREET AND WASHINGTON HEIGHTS ROAD,  
AND ADDRESSED AS 1123 EAST WASHINGTON AVENUE.  
(B & B Properties 2000, LP).

WHEREAS, Tentative Subdivision Map 628, as submitted by B & B Properties 2000, LP, requesting an eight-lot subdivision map in the R-3-R (Multiple Family, Restricted) Zone on property located on the south side of East Washington Avenue between South Anza Street and Washington Heights Road, and addressed as 1123 East Washington Avenue, has been filed with the City of El Cajon; and

WHEREAS, the Planning Commission of the City of El Cajon, after public hearing, has by Resolution No. 10310 recommended the approval of said Tentative Map 628 for an eight-lot subdivision in the R-3-R (Multiple Family, Restricted) Zone; and

WHEREAS, the City Council of the City of El Cajon, after public hearing, believes it to be in the best interest of the City to approve said Tentative Subdivision Map, subject to compliance with certain conditions of improvement.

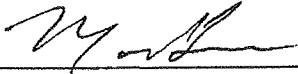
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. That Tentative Subdivision Map 628 for an eight-lot subdivision in the R-3-R (Multiple Family, Restricted) Zone, as described above, is hereby approved.
2. The City Council finds this subdivision meets the requirements of the Subdivision Map Act (Government Code Section 66410, et seq.).
3. The improvements to be required for said proposed subdivision are hereby fixed as:
  - (a) Those requirements set forth in Title 16 of the El Cajon Municipal Code.
  - (b) Compliance with the conditions set forth in Planning Commission Resolution No. 10310.

(Continued on Page 2)

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at an Adjourned Regular Joint City Council/Redevelopment Agency Meeting held this 13<sup>th</sup> day of June, 2006, by the following vote to wit:

AYES	:	Lewis, Hanson-Cox, Kendrick, McClellan, Ramos
NOES	:	None
ABSENT	:	None
DISQUALIFY:		None

  
\_\_\_\_\_  
Mark Lewis, Mayor of the City of El Cajon

ATTEST:

  
\_\_\_\_\_  
Kathie Rutledge, City Clerk



City Clerk Date Stamp

RECEIVED OFFICE OF  
CITY CLERK  
EL CAJON CA

2016 JUL -6 P 5:26

# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.8



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Yazmin Arellano, City Engineer

**SUBJECT:** Subdivision Agreement (Public Improvements) and Final Map for Tentative Subdivision Map (TSM) 500, Valley Meadows, Engineering Job No. 2816; Conveyance of a Portion of Property

**RECOMMENDATION:** That the City Council:

1. Approves the Subdivision Agreement (Public Improvements) and Final Map for Tentative Subdivision Map (TSM) 500, Valley Meadows, Engineering Job No. 2816, on Ballantyne Street between Broadway and Hart Drive;
2. Approves the conveyance of a portion of property, Ballantyne Street to East Main Street, LLC for \$92,000.00;
3. Adopts the next RESOLUTION in order to authorize the City Manager to execute the Grant Deed substantially in the form as presented at this meeting, and to direct the City Clerk to record the Grant Deed on behalf of the City; and
4. Authorizes the Mayor to execute the Subdivision Agreement.

**BACKGROUND:** On July 22, 2003, the City Council approved (TSM) 500 for a forty-three (43) lot subdivision, with forty-two (42) attached and detached home units and a common use area by Resolution No. 136-03, subject to conditions. The subdivision is located at 1055 Ballantyne Street between Broadway and Hart Drive.

One of the conditions to TSM 500 is the requirement that the developer acquire the presently unimproved portion of Ballantyne Street between Hart Drive and approximately 580 feet north of the intersection of Ballantyne Street and Broadway, which is currently owned by the City of El Cajon. The developer has deposited the purchase price required by TSM 500, and the attached Grant Deed will convey fee title to the developer.

All other conditions have been satisfied or are guaranteed by the Subdivision Agreement, including a dedication of the right-of-way on the property being purchased by the developer, which is included on the Final Map. All fees and securities have been paid. Therefore, the Final Map is ready to be recorded.

**FISCAL IMPACT:** None. The property owner has paid all required fees.

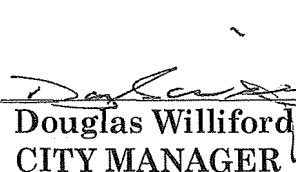
**PREPARED BY:**

**REVIEWED BY:**

**APPROVED BY:**

  
Yazmin Arellano  
CITY ENGINEER

  
Majed Al-Ghafry  
ASSISTANT  
CITY MANAGER

  
Douglas Williford  
CITY MANAGER

RESOLUTION NO.     -16

A RESOLUTION OF THE CITY OF EL CAJON TO  
AUTHORIZE THE EXECUTION AND DELIVERY OF A  
GRANT DEED TO CONVEY AN UNIMPROVED PORTION OF  
BALLANTYNE STREET, BETWEEN HART DRIVE AND THE  
INTERSECTION OF BALLANTYNE AND BROADWAY, TO  
EAST MAIN STREET, LLC

WHEREAS, on July 22, 2003, by Resolution No. 136-03, the City Council of the City of El Cajon (the "City") approved Temporary Subdivision Map 500 ("TSM 500"), subject to certain conditions, for a forty-three (43) lot subdivision with forty-two (42) attached and detached home units and a common use area, located at 1055 Ballantyne Street between Broadway and Hart Drive; and

WHEREAS, one of the conditions to TSM 500 is the requirement that the developer acquire the presently unimproved portion of Ballantyne Street between Hart Drive and approximately 580 feet north of the intersection of Ballantyne and Broadway, which is currently owned by the City; and

WHEREAS, the developer has deposited the purchase price of \$92,000.00 required by TSM 500, and all other conditions have been satisfied or are guaranteed by the Subdivision Agreement, including a dedication of the right-of-way on the property being purchased by the developer, which is included on the Final Map; and

WHEREAS, all fees and securities have been paid, and the Final Map is ready to be recorded.

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

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

2. The City Council hereby approves (1) the conveyance of a portion of Ballantyne Street to East Main Street, LLC, for \$92,000.00, under such terms and conditions determined by the City Manager and the City Attorney to be necessary and appropriate, and (2) the Mayor, the City Manager, and the City Clerk are hereby authorized to execute and deliver the grant deed and such other documents, substantially in the form as presented to this meeting, necessary to provide convey said property.

3. The City Clerk is hereby authorized to record the Grant Deed with the Official Records of San Diego County *provided, however*, that the Grant Deed shall only be recorded in conjunction with, and immediately preceding, the recording of the Final Map.

4. The City Clerk is directed to forward a copy of this Resolution to any party requesting notice of the action.

07/12/16 (Item 1.8)

Grant Deed (City to East Main Street LLC) sale of portion of Ballantyne TSM 500 062216

SUBDIVISION AGREEMENT

(Public Improvements)

Valley Meadows  
1055 Ballantyne Street

THIS AGREEMENT entered into by and between the CITY OF EL CAJON, a California charter city and municipal corporation, hereinafter referred to as "City", and EAST MAIN STREET, LLC, a California limited liability company, hereinafter referred to as "Developer";

WHEREAS, Developer, pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, contemplates the filing of Tentative Subdivision Map 500 ("TSM 500") prior to the completion of certain public improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"); and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of FIVE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS AND NO CENTS (\$529,858.00); and

WHEREAS, Developer has or will post a bond or other form of surety (the "Improvement Security") by a surety company admitted in California and acceptable to City (the "Surety Insurer").

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That in consideration of the approval of said TSM 500 prior to the completion of the Improvements for said project, Developer hereby covenants and agrees to install and construct the said Improvements in accordance with the official plans, and that said Improvements shall be completed within one (1) year from the date of the recording of the subdivision map by the County Recorder of the County of San Diego.

2. Should Developer fail to complete said Improvements within the time set forth above, City, at its option, has the right to enter onto the property to complete said Improvements. Should the City exercise such option, it shall be at the expense of Developer, or the City may, in the alternative, hold Developer and the Surety Insurer liable for damages.

3. Developer agrees to furnish and City agrees to release the Improvement Security in accordance with Title 16 of the El Cajon Municipal Code to secure warranty, faithful performance, and payment of labor and materials for said construction and installation. Any surety bonds shall be issued by corporate sureties admitted to do business in California and approved by the City Attorney. The form of said bonds shall be substantially as set forth in Sections 66499.1 and 66499.2 of the Government Code of the State of California.

4. Developer further agrees to furnish the following surety bonds or cash deposits, if applicable to the project. Any such bonds shall be issued by corporate sureties authorized to do business in California and approved by the City Attorney:

- a. \$18,200.00 for Lot Staking
- b. \$ -0- for installation of Underground Utilities
- c. \$ -0- for any deposits or bonds identified in the Resolution approving this project not otherwise in this Agreement.

5. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees in the performance of this Agreement. Developer further agrees to protect and hold harmless City, its elected and appointed officials, officers and employees, from any and all claims, demands, causes of action, liability or loss of any sort because of, or arising out of, acts or omissions of Developer, its agents or employees, in the performance of this Agreement, including claims, demands, causes of action, liability or loss because of, or arising out of, the design or construction of the Improvements, provided, however, that the approved Improvement Security shall not be required to cover the provisions of this paragraph. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision and the Improvements as provided herein, and to adjacent property owners as a consequence of and/or the diversion of waters from the design, construction or maintenance of drainage systems, streets and other improvements. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for such damage or taking.

City shall not be an insurer or surety for the design or construction of the subdivision pursuant to the approved improvement plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage happening or occurring during the construction of the work or Improvements as specified in this Agreement, except as it may be shown that said officers or employees specifically directed that said work or improvement be accomplished in a manner contrary to the wishes and desires of Developer, and Developer has filed a written objection with the City Engineer prior to commencing said work or improvement.

Provisions of this section shall remain in full force and effect for ten (10) years following substantial completion by the Developer of the Improvements.

*[Remainder of page intentionally left blank]*

6. Developer agrees to file with the City Clerk, at the time this executed agreement is submitted, a certificate of insurance by a company approved by the City Attorney in conformance with City Council policy.

IN WITNESS WHEREOF we have this day set our hands and seals.

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

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


\_\_\_\_\_  
Bill Wells, Mayor

**ATTEST:**

By \_\_\_\_\_  
Belinda Hawley, CMC, City Clerk

**EAST MAIN STREET, LLC,**  
a California limited liability company

By: **Priest Development Corporation,**  
a California corporation,  
Managing Member

By   
Daryl R. Priest, President

By   
Daryl R. Priest, Secretary

**APPROVED AS TO FORM:**

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

ALL PURPOSE ACKNOWLEDGMENT

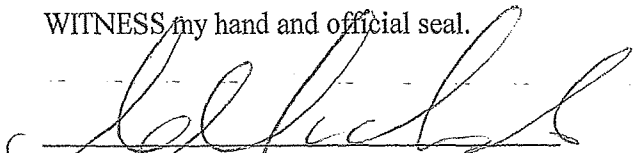
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

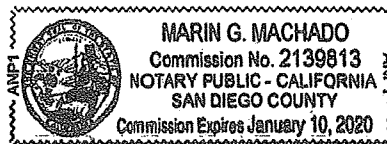
STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF SAN DIEGO )

On June 29, 2016, before me, Marin G. Machado, a Notary Public, personally appeared Daryl R. Priest, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature



(SEAL)

**RECORDED AT REQUEST OF:**

Stewart Title Company

Order No. \_\_\_\_\_

**AND WHEN RECORDED MAIL TO:**

City of El Cajon

Attn: City Attorney

200 Civic Center Way

El Cajon, CA 92020

---

APN:

\*Documentary Transfer Tax \$ -0-  
Exempt: Rev. & Tax Code §11922

---

**GRANT DEED**

For a valuable consideration, receipt of which is hereby acknowledged, **CITY OF EL CAJON**, a Charter City and Municipal Corporation, grants to **EAST MAIN STREET, LLC.**, a California Limited Liability Company, the following described real property in the City of El Cajon, County of San Diego, State of California, described as follows:

BEING A PORTION OF LOT 20 OF MAGNOLIA RANCH TRACT, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1674, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 29, 1915, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This Grant Deed may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same document.



DATE: \_\_\_\_\_

City of El Cajon  
a Charter City and Municipal Corporation

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

I hereby attest to the authenticity of the foregoing signature and to adoption of the said Resolution of his general authority to so act and certify that said authority has not been revoked by any subsequent Resolution or order of City.

\_\_\_\_\_  
Belinda A. Hawley, CMC  
City Clerk, City of El Cajon

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA        }  
  } ss.  
COUNTY OF SAN DIEGO    }

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT 'A'**

**LEGAL DESCRIPTION FOR BALLANTYNE STREET  
RIGHT-OF-WAY ACQUISITION**

BEING A PORTION OF LOT 20 OF MAGNOLIA RANCH TRACT, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1674, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 29, 1915, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 'A'**

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF LOT 20 OF SAID MAP NO. 1674, THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 20:

- |                  |             |   |
|------------------|-------------|---|
| 1. N 89°40'17" W | 239.66 FEET | TO THE <b>TRUE POINT OF BEGINNING</b> ;<br>THENCE CONTINUING ALONG SAID<br>SOUTHERLY LINE:  |
| 2. N 89°40'17" W | 50.53 FEET  | TO A POINT ON A LINE PARALLEL WITH<br>AND 12 FEET EASTERLY OF THE<br>CENTERLINE OF BALLANTYNE STREET,<br>THENCE ALONG SAID PARALLEL LINE:   |
| 3. N 00°16'42" E | 25.03 FEET  | TO THE BEGINNING OF A TANGENT 788.00-<br>FOOT RADIUS CURVE, CONCAVE<br>EASTERLY, A RADIAL LINE TO SAID POINT<br>BEARS NORTH 89°43'18" WEST, THENCE<br>ALONG SAID CURVE AT AN OFFSET OF 12<br>FEET EASTERLY FROM THE CENTERLINE OF<br>BALLANTYNE STREET THROUGH A<br>CENTRAL ANGLE OF 06°43'39": |
| 4. NORTHERLY     | 92.52 FEET  | TO THE BEGINNING OF A TANGENT 812.00-<br>FOOT RADIUS CURVE, CONCAVE<br>WESTERLY, A RADIAL LINE TO SAID POINT<br>BEARS NORTH 82°59'39" WEST, THENCE<br>ALONG SAID CURVE AT AN OFFSET OF 12<br>FEET EASTERLY FROM THE CENTERLINE OF<br>BALLANTYNE STREET THROUGH A<br>CENTRAL ANGLE OF 06°43'44": |
| 5. NORTHERLY     | 95.37 FEET  | TO THE BEGINNING OF A LINE PARALLEL<br>WITH AND 12 FEET EASTERLY OF THE<br>CENTERLINE OF BALLANTYNE STREET,<br>THENCE ALONG SAID PARALLEL LINE:   |
| 6. N 00°16'36" E | 120.42 FEET | TO A POINT ON THE SOUTHERLY LINE OF   |

HART DRIVE AS DESCRIBED IN GRANT DEED DATED OCTOBER 18, 1977 AS FILE/PAGE NO. 77-426542, O.R., THENCE ALONG SAID SOUTHERLY LINE:

- 7. S 89°41'56" E 39.44 FEET THENCE LEAVING SAID SOUTHERLY LINE:
- 8. S 00°15'59" W 332.94 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 'B'**

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF LOT 20 OF SAID MAP NO. 1674, THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF LOT 20:

- 1. N 89°40'17" W 239.66 FEET TO THE SOUTHEAST CORNER OF PARCEL 'A' DESCRIBED ABOVE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE:
- 2. N 89°40'17" W 20.53 FEET TO THE EASTERLY LINE OF AN EASEMENT FOR COUNTY HIGHWAY PER DOC. REC. MARCH 13, 1986 AS FILE NO. 86-097508, O.R. AND TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE:
- 3. N 89°40'17" W 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12 FEET EASTERLY OF THE CENTERLINE OF BALLANTYNE STREET, THENCE ALONG SAID PARALLEL LINE:
- 4. S 00°16'42" W 406.77 FEET THENCE LEAVING SAID PARALLEL LINE:
- 5. S 89°48'43" E 30.00 FEET TO THE EASTERLY LINE OF SAID COUNTY EASEMENT, THENCE ALONG SAID EASTERLY LINE:
- 6. N 00°16'42" E 406.70 FEET TO THE TRUE POINT OF BEGINNING.

PROPOSED ACQUISITION AREA (PARCEL 'A' PLUS PARCEL 'B') IS 26,647 SQUARE FEET, MORE OR LESS.

  
JOEL A. WAYMIRE  
L.S. 8011

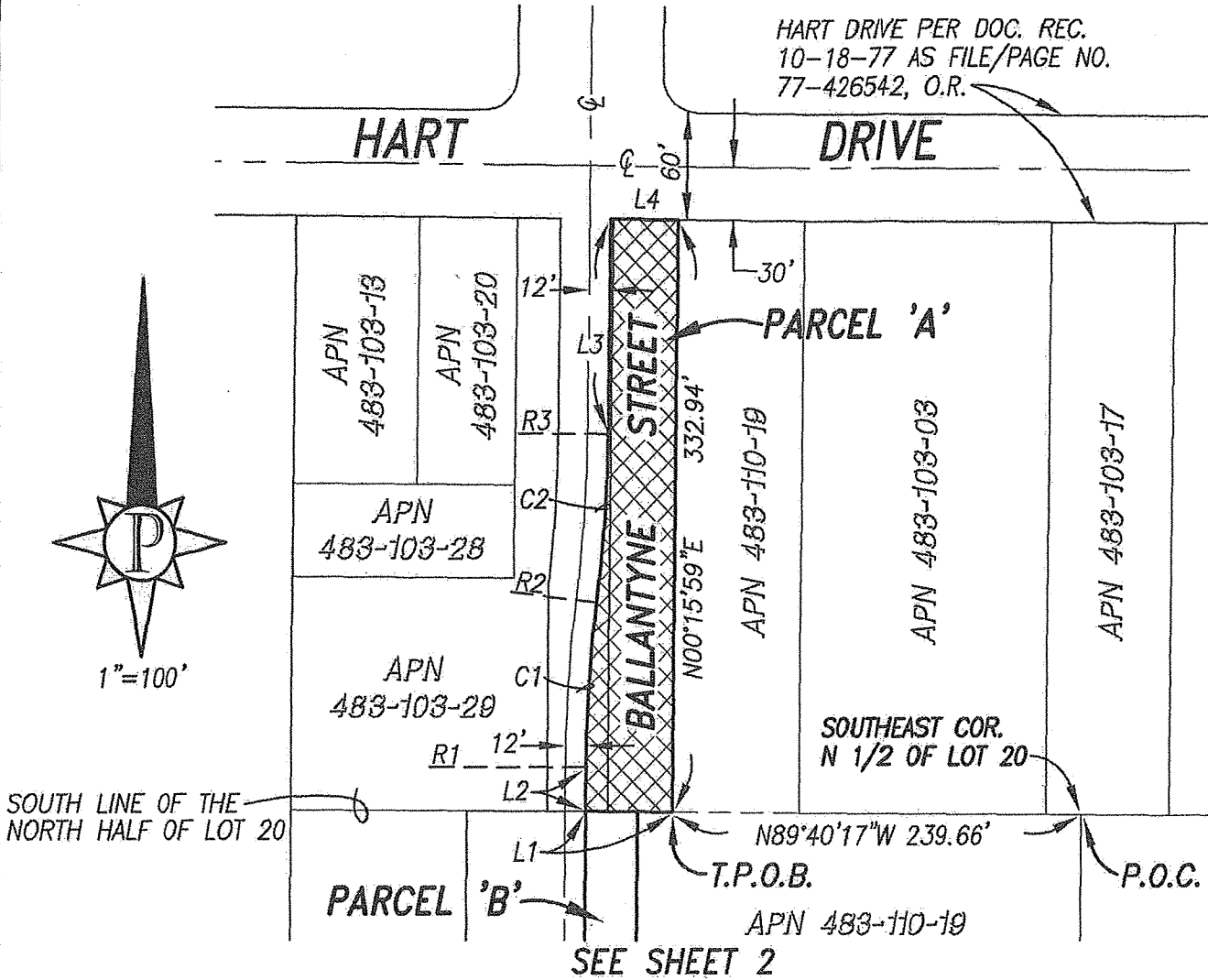
*2/5/16*  
DATE  
EXP. 12/31/16



# EXHIBIT 'B'

## ACQUISITION AREA - PARCEL 'A'

HART DRIVE PER DOC. REC.  
10-18-77 AS FILE/PAGE NO.  
77-426542, O.R.



### LINE DATA

NO.	BEARING	LENGTH
L1	N89°40'17"W	50.53'
L2	N00°16'42"E	25.03'
L3	N00°16'36"E	120.42'
L4	N89°41'56"W	39.44'

### CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	06°43'39"	788.00'	92.52'
C2	06°43'44"	812.00'	95.37'

### RADIAL DATA

NO.	BEARING
R1	N89°43'18"W
R2	N82°59'39"W
R3	S89°43'24"E

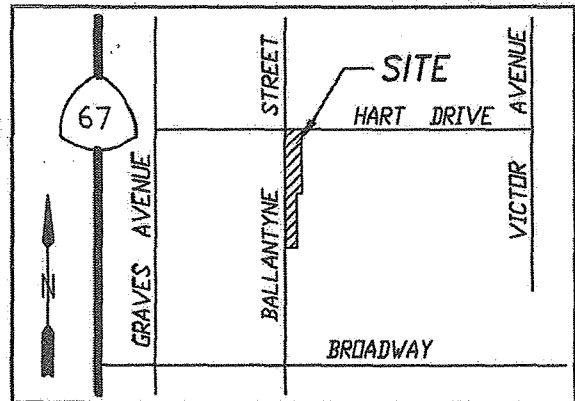
PROPOSED ACQUISITION AREA  
PARCEL 'A' = 14,445 S.F.

Planning \* Engineering \* Mapping

# POLARIS

Development Consultants, Inc.

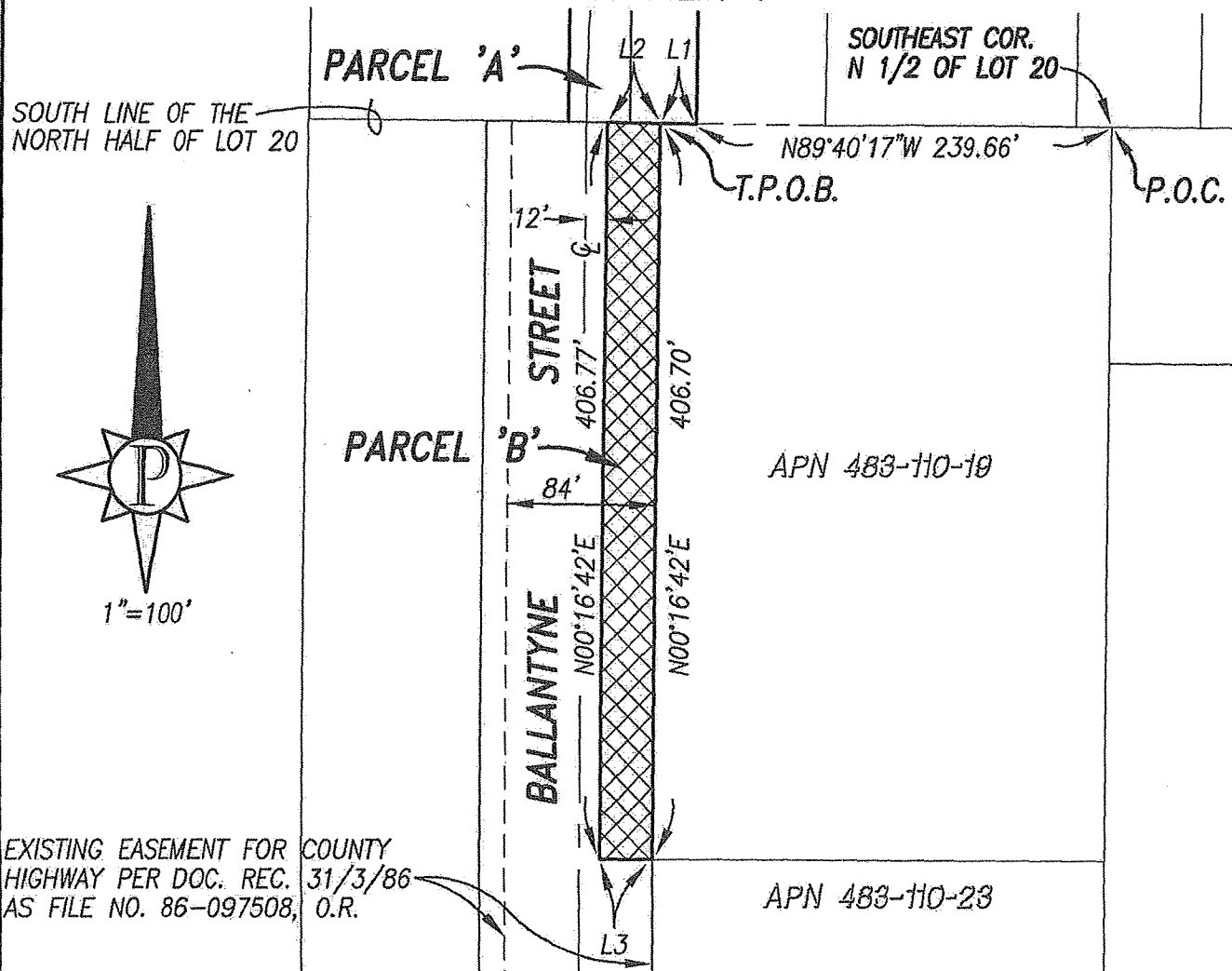
2514 Jamacha Road, Suite 502-31 • El Cajon, CA 92019 • 619-444-2923



*Joel Waymire* 2/5/16  
 JOEL A. WAYMIRE DATE  
 L.S. 8011 EXP. 12/31/16


ACQUISITION AREA - PARCEL 'B'

SEE SHEET 1

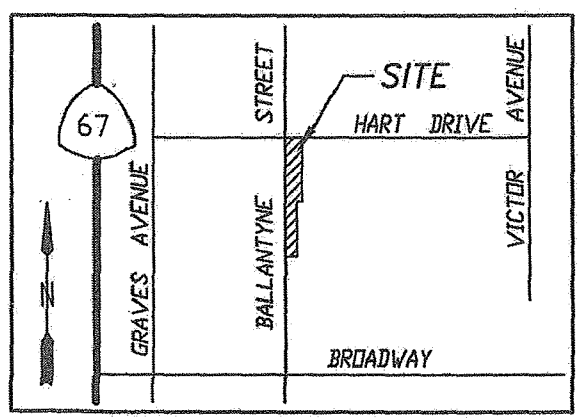


LINE DATA

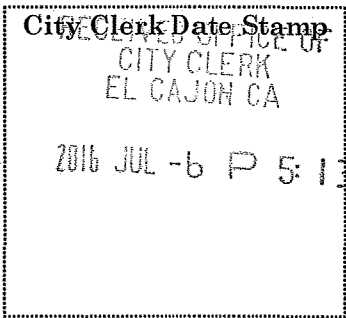
NO.	BEARING	LENGTH
L1	N89°40'17"W	20.53'
L2	N89°40'17"W	30.00'
L3	N89°48'43"W	30.00'

 PROPOSED ACQUISITION AREA  
 PARCEL 'B' = 12,202 S.F.

Planning \* Engineering \* Mapping  
**POLARIS**  
 Development Consultants, Inc.  
 2514 Jambana Road, Suite 502-31 • El Cajon, CA 92019 • 619-444-2923



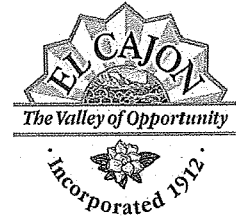
*Joel A. Waymire*  
 JOEL A. WAYMIRE  
 L.S. 8011  
 DATE 7/5/16  
 EXP. 12/31/16



# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 1.9



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick and McClellan

**FROM:** Douglas Williford, City Manager

**SUBJECT** Approval of Salary Change for Public Works Operations Managers

**RECOMMENDATION:** That the City Council approves the proposed salary change.

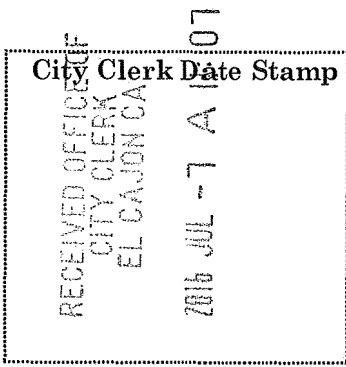
**BACKGROUND:** As part of the Fiscal Year 2016-17 budget process, the City Council approved organizational changes, primarily to the Public Works and Community Development Departments. Most of the changes were conversions of vacant positions to different classifications or involved reclassifications and/or salary changes. All of the changes were agreed upon by the respective bargaining groups.

As part of the organizational changes, the responsibilities of the Public Works Operations Manager classification were broadened. This resulted in a negotiated 5% increase for the Public Works Operations Managers. This change will be effective the first full pay period in Fiscal Year 2016-17.

**FISCAL IMPACT:** The estimated total cost of this change in Fiscal Year 2016-17, including CalPERS' retirement and other salary-related benefits, is less than \$25,000. This full cost is incorporated in the preliminary Fiscal Year 2016-2017 departmental budget that was approved by the City Council at its June 12, 2016, meeting.

**PREPARED BY:**

  
Douglas Williford  
CITY MANAGER



# City of El Cajon Agenda Report

MEETING: July 12, 2016

ITEM NO: 4.1



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Majed Al-Ghafry, Assistant City Manager

**SUBJECT:** APPROVAL OF LEASE AGREEMENT RENEWAL WITH CRISIS HOUSE, INC.

**RECOMMENDATION:** That the City Council:

1. Adopts the next resolution in order to approve a new Lease Agreement (“Lease”) between the City of El Cajon (“City”) and Crisis House, Inc. (“Crisis House”), in a form substantially as presented, with changes approved by the City Manager; and
2. Authorizes the City Manager or his designee to execute all documents necessary to implement approved terms and conditions, and approve alterations, repairs and subleases.

**BACKGROUND:** On February 21, 1995, the City Council adopted Resolution No. 61-95 authorizing the lease of 1034 N. Magnolia Avenue to Crisis House for the purpose of establishing a Resource Center to assist El Cajon residents who were financially disadvantaged and needed assistance in establishing self-sufficiency, by providing access to comprehensive services and centralizing social services in a systematic manner. The terms of the Lease included a three-year term with two (2) two-year options to renew, with total rent of \$1.00 per year.

The Lease was subsequently amended in 1996 to include reference to the Airtouch Cellular Ground Lease Agreement (“Airtouch”) with payment of the rent to Crisis House. The Lease was also amended in 2009, 2011, and 2013 to extend the Lease expiration terms. The Lease currently expires on July 30, 2016, and Crisis House has submitted a request to extend the Lease.

Staff is recommending a new Lease between Crisis House and the City, subject to the following conditions:

- A three year renewal lease term from August 1, 2016, through July 31, 2019, with two (2) two-year options to renew expiring July 30, 2021 (5 years total);
- Annual rent will remain the same in the amount of \$1.00;
- Crisis House will be allowed to retain for the first three years payments to them from the City in the amount of \$18,531.36, which is a portion of the Airtouch lease. The payments will be re-negotiated during the optional renewal period; and

- After June 30, 2021, Crisis House may request from the City a new Lease with new terms; within 90 days before the expiration of the final Lease term.

This property was acquired in 1994 with CDBG funds; therefore, additional proposed amendments would include quarterly reporting, records retention, monitoring, audits, and other federal requirements.

The services that Crisis House provides meet the CDBG national objective of benefitting a majority of low-income residents, and also meet several priorities in the City's 2014-2019 Consolidated Plan for supporting a continuum of care for the homeless, rental assistance, and community and supportive services.

It is noteworthy to mention that the market value of the current lease with the Crisis House is over \$90,000 annually. In addition, Crisis House receives \$18,531.36 of the Airtouch tower lease for a combined value of approximately \$110,000 annually from the City of El Cajon.

In addition, the City has been re-negotiating a new ground lease with Airtouch. Part of the new terms for the ground lease renewal include an annual rent increase to \$22,000 of which the Crisis House will receive for the first three years \$18,531.36, rent will increase by 3% annually, and a \$25,000 initial ground lease payment will be payable to the City thirty (30) days after full execution of the renewed ground lease. Further detail on the amendment to the ground lease between the City and Airtouch will be presented at the next City Council meeting.

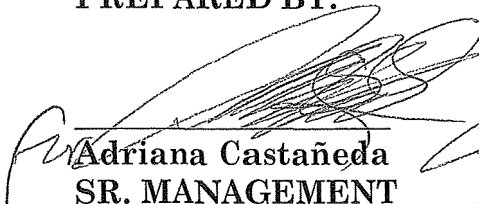
**CEQA:** The proposed Lease of property is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines. As it pertains to this project, the existing City owned building is currently leased by a community organization for the purpose of providing emergency assistance, housing and social services. There is no proposed construction or redevelopment of the building with this lease agreement. Section 15301 exempts the leasing of publicly owned facilities and structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

**FISCAL IMPACT:** No additional impact to the General Fund. This activity would renew an existing Lease with Crisis House that has been in effect since 1995. The annual rent of \$1.00 per year will continue.

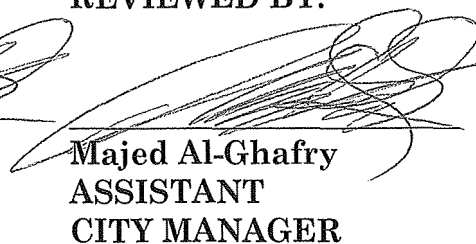
**PREPARED BY:**

**REVIEWED BY:**

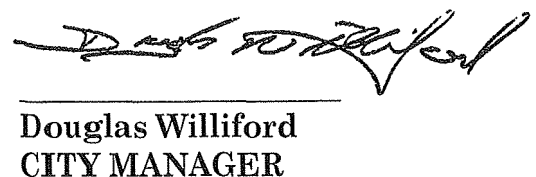
**APPROVED BY:**



Adriana Castañeda  
SR. MANAGEMENT  
ANALYST



Majed Al-Ghafry  
ASSISTANT  
CITY MANAGER



Douglas Williford  
CITY MANAGER

**Attachments:**

1. Proposed Lease Agreement between the City of El Cajon and Crisis House, Inc.



RESOLUTION NO.   -16  

A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF EL CAJON  
APPROVING A LEASE AGREEMENT WITH  
CRISIS HOUSE  
FOR PROPERTY LOCATED AT  
1034 NORTH MAGNOLIA AVENUE

WHEREAS, Crisis House, a non-profit organization under the laws of the State of California, desires to lease certain property located at 1034 North Magnolia Avenue in the City of El Cajon, for the purpose of operating a Resource Center to assist El Cajon residents who are poor and needy in establishing self-sufficiency by providing access to comprehensive services and centralizing social services in a systematic, cost-effective manner; and

WHEREAS, the proposed term of the Lease Agreement is for an initial three (3) year period, with the option to renew for an additional two (2) year period upon written agreement by the City of El Cajon (the "City") and Crisis House; and

WHEREAS, the City Council believes it to be in the City's best interests to lease such property to Crisis House for said purpose, subject to certain conditions.

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the execution of the proposed Lease Agreement between the City of El Cajon and Crisis House, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager, for the lease of certain real property located at 1034 North Magnolia Avenue, El Cajon, for the purpose of operating a Resource Center.
3. The City Manager and City Clerk are hereby authorized and directed to execute said Lease Agreement on behalf of the City of El Cajon.

07/12/16 (Item No. 4.1)

Approve Crisis House Lease Agmt 061516

**CRISIS HOUSE**  
**LEASE AGREEMENT**

THIS LEASE, made and executed at El Cajon, California, on \_\_\_\_\_, 2016, between the CITY OF EL CAJON, a California charter city and municipal corporation, ("Lessor") and CRISIS HOUSE, a non-profit organization under the laws of the State of California, ("Lessee") without regard to number or gender.

IT IS AGREED by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES. The Lessor hereby leases to Lessee, and Lessee leases from Lessor, on the terms and conditions hereinafter set forth, that certain parcel of real property situated in the City of El Cajon, State of California, described as the CRTZ building at 1034 North Magnolia and the legal description of which is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein (the "premises").

2. TERM. The initial term of the within lease shall be for three (3) years, commencing on July 1, 2016 and expiring no later than June 30, 2019.

In addition to the term mentioned herein, this lease shall be subject to a two (2) year option to renew, from July 1, 2019 through June 30, 2021, on the same terms and conditions as herein provided. Written notice of Lessee's intention to renew this lease shall be given to Lessor at least sixty (60) days prior to expiration of this lease.

3. RENT. Beginning thirty (30) days after full execution of the Lease, Lessee agrees to pay to Lessor as rental for said property the sum of One Dollar and No Cents (\$1.00) per year, payable in advance on the 1st day of January of each year during the term hereof, and, in addition thereto, Lessee agrees to do and perform the other covenants and agreements contained in this lease. No rent shall be combined and paid in more than the number of years applicable to the existing term, or for the number of years in any extension term.

4. USE. The premises are leased to the Lessee for the purpose of establishing a Resource Center to assist El Cajon residents who are poor and needy in establishing self-sufficiency by providing access to comprehensive services by centralizing social services in a systematic, cost effective manner. Lessee shall not use said premises, or permit any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased without first having obtained the consent of the City Council of the City of El Cajon.

Tenant shall conduct all uses within the building and shall not use or allow the exterior to become a loitering area. Tenant is charged with a duty to prohibit loitering in and around the premises.

5. ALTERATIONS, MECHANICS' LIENS. With the exception of tenant improvements authorized pursuant to an agreement between the City of El Cajon and Crisis House, attached hereto as Exhibit "B" and incorporated herein, Lessee shall not make, or suffer to be made, any alterations of said premises, or any part thereof, without the prior written

consent of Lessor. Lessee shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

6. APPROVAL OF PLANS AND SPECIFICATIONS. Prior to the commencement of any construction by Lessee on said premises, the plans and specifications pertaining to all buildings and structures and landscaping to be located on said premises shall be approved by the Lessor. Lessee understands that Lessor is also the governmental entity that must approve, and issue permits for, any alterations or additions that are subject to its building codes. Lessee agrees that any approval of plans and specifications by Lessor, as the owner of the premises shall not be considered as approval by the City of El Cajon Building Division.

7. REPAIRS. Lessee shall, at its sole cost, keep and maintain said premises and appurtenances, including the landscaped and parking areas, and every part thereof in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of Lessor as provided in Section 1942 of the California Civil Code, and all rights provided for by Section 1941 of the Civil Code.

8. SIGNS. Lessee shall not place any sign upon the Premises without prior written consent of the City Manager, or designee, except that Lessee shall have the right, without the prior permission of the City Manager, to place identification and/or directional signs thereon. Lessee shall pay for all costs of such signage and comply with all applicable sign codes and ordinances.

9. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the consent of the City Council, or designee, first obtained, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person.

Any such assignment or sub-letting without such consent shall be void, and shall, at the option of the City Council, or designee, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee, by operation of law, without the consent of the City Council.

10. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to or death of any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all claims, demands, liability, loss, cost and obligation on account of or arising out of any such injuries or losses however occurring, during the term of this lease.

11. LIABILITY INSURANCE. Lessee further agrees to take out and keep in force during the life hereof, at Lessee's expense, public liability insurance with companies approved by Lessor to protect against any liability to the public incident to the use of or resulting from any event occurring in or about said premises, the liability coverage under such insurance to be not less than Two Million Dollars (\$2,000,000.00) aggregate coverage (unless lesser limits are approved in writing by the Lessor) for injuries to person or property. Lessee agrees to increase the stated liability coverage upon recommendation of Lessor. These policies shall insure the contingent liability of Lessor, and are to be placed with Lessor, and Lessee is to obtain a written obligation on the part of the insurance carriers to notify Lessor in writing thirty (30) days prior to any cancellation thereof. Lessee agrees that if Lessee does not keep such insurance in full force and effect, the Lessor may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed a contractual obligation of Lessee to Lessor.

12. HAZARD INSURANCE. Lessee agrees at all times during the Term and during any extension, to maintain in force, at Lessee's sole cost and expense, insurance on the building and improvements that may be built or placed on the premises, against the hazard of fire, with all standard extended coverage, including vandalism and malicious mischief, in an amount equal to their full insurable value, excluding the cost of excavation and of foundation below the level of the lowest basement floor, or if there is no basement, below the level of the ground.

13. COMPLIANCE WITH LAW. Lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between Lessor and Lessee.

14. BREACH OF AGREEMENT. The violation of any of the provisions of this Lease Agreement shall constitute a breach of this lease by Lessee, and in such event said lease shall automatically cease and terminate.

15. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

16. UTILITIES. During the term, Lessee shall pay, before delinquency, all water, gas, heat, electricity, power, telephone services, garbage disposal, sewer, and all other services supplied to the said premises.

17. ENTRY ONTO PREMISES. Lessee shall permit Lessor and its agents to enter into and upon said premises at all reasonable times and upon reasonable notice to inspect the same to determine if Lessee is complying with terms of lease, to do all other lawful acts to protect Lessor's interests, and for the purpose of posting notices of non-liability for alterations, additions or repairs.

In addition, Lessee shall permit American Tower Corporation (“ATC”) and its agents and assignees to enter upon the premises at all reasonable times for the purpose of installing, operating, and using commercial mobile radio services. Any such entry by ATC agents shall be made in conformity with the purpose and limitations listed in a lease agreement entered into by Lessor and ATC.

18. TAXES RESULTING FROM LESSEE'S IMPROVEMENTS. Lessee shall be liable for all taxes levied against personal property or improvements placed by Lessee in or about the herein described premises. Lessee hereby acknowledges that this Lease may create a taxable possessory interest in the premises under Revenue and Taxation Code section 107.6. In addition to such other taxes levied as described above, Lessee shall hold Lessor harmless against any possessory interest taxation on the premises.

19. DESTRUCTION OF PREMISES. In the event of a partial destruction of said premises during the said term, for any cause, Lessee shall forthwith repair the same.

20. INSOLVENCY. RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or a general assignment by the Lessee for the benefit of creditors, or any action taken or offered by Lessee under any insolvency or bankruptcy action, shall constitute a breach of this lease by Lessee, and in such event said lease shall automatically cease and terminate.

21. ATTORNEY FEES. If any action at law or in equity is brought to recover any rent or other sums under this lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

22. NOTICES. Except as otherwise express provided by law, all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

Lessee at: Mary Case, MSW  
Crisis House  
1034 North Magnolia  
El Cajon, CA 92020

Lessor at: Adriana Castaneda, Sr. Management Analyst  
City of El Cajon Community Development Department  
200 Civic Center Way  
El Cajon, CA 92020

Either party, Lessee or Lessor, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided by this Section.

23. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this lease shall not constitute a waiver of any further breach of the same or other term of this lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this lease, except as to the payment of rent accepted.

24. HOLDING OVER. Any holding over after the expiration of said term, with the consent of lessor, shall be construed to be a tenancy from month to month.

25. PARTIAL INVALIDITY. Should any provision of this lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this lease shall remain in effect, unimpaired by the holding.

26. ENTIRE AGREEMENT. This instrument constitutes the sole agreement between Lessor and Lessee respecting the premises, the leasing of the premises to Lessee, and the specified lease term, and correctly sets forth the obligations of Lessor and Lessee; this Lease supersedes all prior agreements, communications, and representations, oral or written, express or implied, as the parties intend this to be an integrated agreement. Any agreement or representations respecting the premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void. This Lease shall not be modified except by written agreement of the parties.

27. TIME is of the essence of this lease.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the date hereinabove written.

Dated: \_\_\_\_\_, 2016

Lessor:

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

By: \_\_\_\_\_  
Douglas Williford, City Manager

ATTEST:

\_\_\_\_\_  
Belinda A. Hawley, CMC, City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Majed Al-Ghafry, Assistant City Manager

APPROVED AS TO FORM:

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

Dated: \_\_\_\_\_, 2016

Lessee:

CRISIS HOUSE,  
a California non-profit organization  
under the laws of the State of California

By: \_\_\_\_\_  
Mary Case, MSW, Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION

**Property Address: 1034 North Magnolia**

THAT PORTION OF LOT 13 OF MAGNOLIA RANCH TRACT IN THE CITY OF EL CAJON, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1674 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 29, 1915, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHERLY 35 FEET OF SAID LOT 13, THENCE ALONG THE SOUTHERLY LINE OF THE NORTHERLY 35 FEET OF SAID LOT 13, NORTH 89°57'89" EAST 896 FEET TO THE TRUE POINT OF BEGINNING. THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 13 SOUTH 00°03'26" EAST 207.59 FEET TO A POINT ON THE ARC OF A 360.00 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH 40°41'27" WEST FROM SAID POINT, SAID CURVE BEING ALSO CONCENTRIC WITH THAT 365.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY IN THE NORTHWESTERLY BOUNDARY OF THAT PORTION OF CALIFORNIA STATE HIGHWAY XI-SD-67 AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 25, 1968 AS FILE NO. 1544884, THENCE PARALLEL WITH SAID NORTHWESTERLY BOUNDARY NORTHEASTERLY ALONG SAID CURVE TO A POINT OF TANGENCY WITH A 35 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, WHICH IS ALSO TANGENT TO SAID SOUTHERLY LINE OF THE NORTHERLY 35 FEET OF LOT 13 THENCE SOUTH 89°57'39" WEST ALONG SAID SOUTHERLY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT FOR THAT PORTION OF LOT 13 OF MAGNOLIA RANCH TRACT, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1674, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 29, 1915, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHERLY 35.00 FEET OF SAID LOT 13; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHERLY 35.00 FEET OF SAID LOT 13, NORTH 89°57'39" EAST, 896.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 13, SOUTH 00°03'26" EAST, 207.59 FEET TO A POINT ON THE ARC OF A 360.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 40°41'27" EAST TO SAID POINT, BEING ALSO A POINT ON THE NORTHWESTERLY BOUNDARY OF THAT PORTION OF SAID LOT 13 AS CONVEYED TO THE CITY OF EL CAJON,

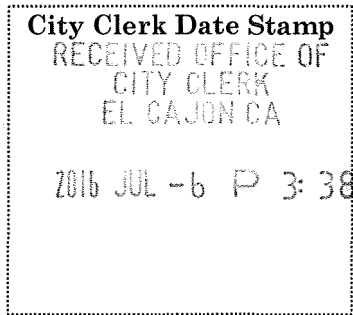


FOR PUBLIC STREET PURPOSES, RECORDED SEPTEMBER 8, 1969 AS FILE/PAGE NO. 164767 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID DEED AS FOLLOWS:

SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE BEGINNING OF A COMPOUND 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, SAID CURVE BEING ALSO TANGENT TO THE SOUTHERLY LINE OF THE NORTHERLY 35.00 FEET OF SAID LOT 13; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY IN THE SOUTHERLY LINE OF THE NORTHERLY 35.00 FEET OF SAID LOT 13; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°57'39" WEST TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

None



# City of El Cajon Agenda Report

MEETING: 7/12/16

ITEM NO: 4.2



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick, McClellan

**FROM:** Brett Channing, Deputy Director of Administrative Services

**SUBJECT:** Professional Services Agreement for District Elections Public Outreach Consultant

**RECOMMENDATION:** That the City Council adopts the next Resolution in order, authorizing the City Manager to execute a Professional Services Agreement (PSA) with the public outreach consultant firm recommended by the interview board in the not-to-exceed amount of \$166,340.

**BACKGROUND:** On March 1, 2016, three consultant firms were interviewed to assist El Cajon with its upcoming efforts to institute district elections in both mapping and public outreach services. At the March 8, 2016 City Council Meeting, the City Council approved the selection of National Demographics Corporation to provide mapping services and directed Staff to solicit additional public relations/public outreach firms to be interviewed.

On July 8, 2016, two additional public outreach/public relations consultant firms were interviewed. They consisted of MIG, Inc. and the Institute for Local Government (ILG). Due to the timing of the interviews, the recommendation of one of these organizations had not yet been determined at compilation of this report.

During the oral presentation on this agenda item, the Interview Board will provide a recommendation to the City Council on which firm it believes is best suited to provide El Cajon with public outreach services. The interview board was made up of two City Council appointees, Mayor Wells and Councilmember Kendrick, as well as City Manager Douglas Williford, City Attorney Morgan Foley, and Deputy Director of Administrative Services Brett Channing.


The City's standard PSA is attached in addition to MIG, Inc. and ILG's proposed scope of services and costs for those services.


PSA for District Elections Public Outreach Consultant

**FISCAL IMPACT:** The proposed PSA with either consultant firm shall not exceed \$166,340. This amount is sufficiently allocated in the City Manager's Office Budget (Activity #110000) for Fiscal Year 2016-2017.

**PREPARED BY:**

**APPROVED BY:**

  
\_\_\_\_\_  
Brett Channing  
Deputy Director of Administrative  
Services

  
\_\_\_\_\_  
Douglas Williford  
City Manager

**Item 4.2**

**Draft Resolution to be  
Distributed at Council Meeting on  
July 12, 2016 at 3:00 p.m.**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF EL CAJON AND**

---

This Agreement for Professional Services ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF EL CAJON, a California charter city and municipal corporation, ("CITY") and \_\_\_\_\_, a \_\_\_\_\_, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**Section 1. Term of Agreement.**

Subject to the provisions of Section 19 "Termination of Agreement" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

**Section 2. Scope of Services.**

CONSULTANT agrees to perform the services set forth in that certain proposal entitled " \_\_\_\_\_," dated \_\_\_\_\_, 2015 (the "Scope of Services"), attached hereto as Exhibit "A" and incorporated herein as if fully set forth; provided, however, that should any covenant, requirement, provision or condition of the Scope of Services be in conflict with any covenant, requirement, provision or condition of this AGREEMENT, the terms of this AGREEMENT shall prevail.

**Section 3. Additional Services.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

**Section 4. Compensation and Method of Payment.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay, and CONSULTANT agrees to accept for said services the total compensation (including reimbursement for actual expenses) in an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment,

supplies, subcontractor contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by CONSULTANT to determine whether the services performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, CITY shall return the original invoice to CONSULTANT for correction and resubmission.

(c) Except as to any charges for services performed or expenses incurred by CONSULTANT, which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any defects in services performed by CONSULTANT.

### **Section 5. Inspection and Final Acceptance.**

CITY may inspect and accept or reject any of CONSULTANT's services under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's services within sixty (60) days after submitted to CITY. CITY shall reject services by a timely written explanation, otherwise CONSULTANT's services shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such services except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's services by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

### **Section 6. Ownership of Documents.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

### **Section 7. Consultant's Books and Records.**

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this

AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

#### **Section 8. Status of Consultant.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits, which may otherwise accrue, to CITY's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights, and shall indemnify and protect CITY from and against any claims to such rights made by CONSULTANT's officers, employees or agents.

(d) CONSULTANT hereby represents and warrants to CITY that none of its employees or contractors serving as CONSULTANT's representative under this Agreement shall be a "retired annuitant" under the any public retirement system in the State of California, such as the California Public Employees' Retirement System ("CalPers"), the County Employees Retirement Law of 1937 (the "1937 Act"), the California State Teachers' Retirement System ("CalSTRS"), or any other similar retirement system available to California public employees, intended to replace, in whole or in part, or work.

#### **Section 9. Standard of Performance.**



CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

**Section 10. Compliance with Applicable Laws; Permits and Licenses.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

**Section 11. Nondiscrimination.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

**Section 12. Unauthorized Aliens.** *[Intentionally omitted.]*

**Section 13. Conflicts of Interest.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) If applicable, CONSULTANT shall at all times comply with the terms of the Political Reform Act and CITY's Conflict of Interest Code (Chapter 2.75 of the El Cajon Municipal Code). Application of this subdivision (b) shall be determined by CITY and shall be set forth in Exhibit "B" (Conflict of Interest Determination). The level of disclosure categories shall be set by CITY and shall reasonably relate to the Scope of Services provided by CONSULTANT under this AGREEMENT.

(c) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any

stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

#### **Section 14. Confidential Information; Release of Information.**

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain. All instruments of service provided by CONSULTANT in performance of this AGREEMENT shall be considered a public record under California law. CONSULTANT shall not release or disclose any such information or instruments of service to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or instruments of service in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **Section 15. Indemnification.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of CONSULTANT's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or

omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) The foregoing obligations of CONSULTANT shall not apply to the extent that the CLAIMS arise from the sole negligence or willful misconduct of CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

#### **Section 16. Insurance.**

(a) CONSULTANT agrees to obtain and maintain in full force and effect, during the term of this AGREEMENT, commercial general liability insurance of not less than \$2,000,000. Such insurance policy shall comply with El Cajon City Council Policy D-3, which is attached hereto as Exhibit "C" and made a part of this AGREEMENT. If there is any conflict between Exhibit "C" and this section 16, the terms of Exhibit "C" shall apply. All insurance policies shall be subject to approval by CITY as to form and content.

(b) CONSULTANT shall furnish properly executed endorsements and certificates of insurance to CITY prior to commencement of services under this AGREEMENT. Such endorsements and certificates shall:

1. Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming CITY as an additional named insured;
2. Indicate whether coverage provided is on claims-made or occurrence basis; and
3. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice, via first class mail to CITY.
4. CONSULTANT agrees to provide CITY with copies of all required policies upon request.

(c) CONSULTANT shall also obtain and maintain professional liability insurance coverage in an amount not less than \$1,000,000.

(d) CONSULTANT shall maintain Workers' Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

#### **Section 17. Assignment.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

**Section 18. Continuity of Personnel.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**Section 19. Termination of Agreement.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CITY may terminate this AGREEMENT at any time if funds are no longer appropriated for the work to be performed by CONSULTANT.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT or CITY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY, which is in CONSULTANT's possession, shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for services performed and expenses incurred by CONSULTANT, prepared as set forth in Section 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

**Section 20. Default.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, CITY shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default and may terminate this AGREEMENT immediately by written notice to CONSULTANT.

**Section 21. Excusable Delays.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

**Section 22. Cooperation by City.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the services as outlined in the Scope of Services, shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the services to be performed under this AGREEMENT.

**Section 23. Notices.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

\_\_\_\_\_  
City of El Cajon  
200 Civic Center Way  
El Cajon, CA 92020

To CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service.

**Section 24. Authority to Execute.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

**Section 25. Binding Effect.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**Section 26. Modification of Agreement.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the City Council or City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**Section 27. Waiver.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver

of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

**Section 28. Law to Govern; Venue.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, East County Division. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. CONSULTANT hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

**Section 29. Dispute Resolution.**

The parties hereby mutually agree that should any dispute arise out of or relate to this AGREEMENT, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

**Section 30. Attorneys' Fees, Costs and Expenses.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**Section 31. Entire Agreement.**

This AGREEMENT, including the attached Exhibits "A," "B" and "C," is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of Exhibits "A," "B" and "C," the terms and conditions of this AGREEMENT will prevail. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**Section 32. Severability.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

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

**[Company/Person],  
type of entity**

By \_\_\_\_\_  
Douglas Williford, City Manager

By \_\_\_\_\_  
Name & Title

**ATTEST:**

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Belinda A. Hawley, CMC, City Clerk

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
\_\_\_\_\_, Director of \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Council Date: \_\_\_\_-\_\_-\_\_  
Item #: \_\_\_\_\_



**CONFLICT OF INTEREST DETERMINATION**

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before CITY in which CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for CITY.

“CONSULTANT<sup>1</sup>” means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
  - 1. Approve a rate, rule or regulation;
  - 2. Adopt or enforce a law;
  - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4. Authorize CITY to enter into, modify, or renew a contract provided it is the type of contract that requires CITY approval;
  - 5. Grant CITY approval to a contract that requires CITY approval and to which CITY is a party, or to the specifications for such a contract;
  - 6. Grant CITY approval to a plan, design, report, study, or similar item;
  - 7. Adopt, or grant CITY approval of, policies, standards, or guidelines for CITY, or for any subdivision thereof; **or**
  
- (B) Serves in a staff capacity with CITY and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for CITY that would otherwise be performed by an individual holding a position specified in CITY’s Conflict of Interest Code.

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<sup>1</sup> The City’s Conflict of Interest Code and the Political Reform Act, which are applicable to the Successor Agency, refer to “consultants,” not “contractors.” The Successor Agency’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

DISCLOSURE DETERMINATION:

1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above.

No disclosure required.

2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of El Cajon in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the CITY of El Cajon Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. \*

Dept. Director  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_ Department \_\_\_\_\_

City Attorney Approval of Determination \_\_\_\_\_

City Manager Approval \_\_\_\_\_

\*CONSULTANT’s disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by CITY. The scope of disclosure for CONSULTANT is attached hereto as Exhibit B-1.

**CONFLICT OF INTEREST SCOPE OF DISCLOSURE**

(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, CONSULTANT should disclose investments in contracting firms, building material suppliers, design firms, etc.], and any other business entities that could receive a financial benefit arising out of CONSULTANT’s performance under this AGREEMENT.

Real Property: “Real property” interests are limited to real property in the City of El Cajon, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of CONSULTANT, or CONSULTANT’s spouse or domestic partner in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, CONSULTANT should disclose investments in contracting firms, building material suppliers, design firms, etc.] , and any other business entities that could receive a financial benefit arising out of CONSULTANT’s performance under this AGREEMENT.

## section two

### SCOPE OF WORK

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#### **Approach**

MIG proposes a scope of work that supports the City's effort to (1.) educate the community on the purpose and need for districts and the ballot measure, and, (2.) upon passage of the measure, engage the community in mapping districts in coordination with NDC. Our approach will facilitate an inclusive process that reaches community members of all backgrounds and interests, and offers meaningful engagement that will influence the process outcomes and inform decision-making.

Phase 1 will occur June 2016 through November 2016, focusing on educating the public about the purpose of districts and the ballot measure developed by the City Council. If the ballot measure passes, Phase 2 will occur in 2017 within a timeframe that meets the City's needs to prepare for district elections in 2018.

#### **Scope of Work**

##### **PHASE 1: PUBLIC EDUCATION FOR BALLOT MEASURE (June 2016 – November 2018)**

##### **Task 1.1. Phase 1 Kick-Off and Management – Meetings, Coordination Calls and Communication**

The MIG Principal-in-Charge and Project Manager will participate in a kick-off meeting at the beginning of the project with the consultant team and City staff. The MIG Project Manager will maintain regular communications during this phase with City and consultant staff to discuss the project. This will be accomplished through regularly scheduled coordination calls, in-person meetings and e-mail communications.

*Deliverables:* MIG participation in the kick-off meeting, and in regular phone calls with short summary e-mails documenting key agreements and follow-up tasks.

##### **Task 1.2. Outreach – Planning, Implementation and Participant Outreach**

MIG will provide outreach assistance to support the City's efforts to reach community members who are less likely to participate in these processes. MIG will develop an outreach plan based on input from the City that outlines outreach methods, messaging, timelines, roles and responsibilities. MIG will participate in logistical planning of outreach, and also assist with outreach implementation. MIG will create an outreach flyer and meeting description for use. MIG will assist City staff in contacting a wide array of community-based organizations through phone, e-mail and in person to publicize the meetings.

MIG assumes that the City will schedule the meetings, reserve the meeting locations and address insurance requirements. Venues should be ADA accessible and well-served by public transit before and after the scheduled meeting time, to the extent possible. If requested by the City, MIG can assist with this task and conduct field visits to insure the suitability and accessibility of proposed venues.

MIG will also provide assistance and make recommendations related to translation needs and how they should be met. We anticipate recommending that a basic fact sheet be prepared and professionally translated into Spanish and Arabic by MIG under the guidance of the City. MIG will work with the City and its community contacts to determine how best to meet

## section two

### SCOPE OF WORK

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the needs of Spanish and Arabic speakers. MIG will work with the City to determine how to provide additional translation and interpretive services if requested by the community.

*Deliverables:* MIG development of an outreach plan, and participation in logistical planning and implementation of outreach. Assistance with one page fact sheet describing the purpose of the workshops translated into Spanish and Arabic languages. Development of an outreach flyer in English, Spanish and Arabic for reproduction and distribution by the City.

#### **Task 1.3. Public Information Meetings (5)**

MIG will provide design, preparation, support and facilitation for five (5) public information meetings, which will allow for neighborhood-oriented meetings. The purpose of the meetings are to provide community members with information about the purpose and need for the ballot measure for districts. The approach will emphasize presenting factual, objective-based information regarding the ballot measure, and answering questions from the public. The meeting will also afford an opportunity for the City and project team members to hear public reaction to the ballot measure, and to gain insight into how to further refine the project's messaging to strengthen public understanding, if needed.

In coordination with the City and consultant team, MIG will lead development of the public information meeting objectives, approach, format, and facilitation. MIG will assist development of the presentation, handout materials, and logistical support. MIG will work closely with the City and consultant team to ensure meeting materials are clear, understandable and engaging, and will provide simultaneous Spanish and Arabic translation with certified translators. As noted in Task 1.2, City staff will secure appropriate venues.

MIG recommends that the meeting format and methods be well-structured and closely facilitated, providing all participants with equal and meaningful engagement opportunities. Potential methods could include one or more of the following: large group discussions; small group discussions; interactive electronic polling; and/or others. Simultaneous translation into Spanish and Arabic languages will be effectively integrated into the selected methods. MIG will play a lead role in facilitating the public meetings through the Principal-in-Charge and Project Manager, with the City staff providing presentation and/or co-facilitation support as needed. MIG will also provide simultaneous translation using equipment provided by the City and/or partner organizations.

*Deliverables:* MIG development of public meetings objectives, approach, format, and facilitation, and co-development and translation of presentation and handout materials. Two MIG staff will attend each meeting.

#### **Task 1.4. Community Presentations (10)**

MIG will design a presentation toolkit that can be used to present at meetings of community, neighborhood, and interest-based groups. The presentation messaging and structure will mirror the version from the public information meetings, but could be refined to strengthen/clarify messaging. The fact sheet (see task 1.2) will also be distributed at the presentations. The MIG Project Manager will serve as the presenter at up to ten (10) presentations as requested and scheduled by City staff.

*Deliverables:* MIG refinement of presentation toolkit (slideshow and fact sheet), and delivery of up to ten presentations to community organizations by the Project Manager.

## section two

### SCOPE OF WORK

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#### **Task 1.5. Outreach Summary and Documentation**

MIG will provide a written summary of the Phase 1 outreach activities and results. The written summary report will identify key findings and include a transcription of comments from the public information meetings and community presentations. In addition, MIG will develop presentation slides and support City and consultant team members in presenting findings to the City Council (1 presentation).

*Deliverables:* Draft and final document summarizing the outreach activities and findings. One presentation to the City Council.

#### **PHASE 2: PUBLIC ENGAGEMENT FOR DISTRICT MAPPING (February 2017 – July 2017; estimated)**

##### **Task 2.1. Phase 2 Kick-Off and Management – Meetings, Coordination Calls and Communication**

The MIG Principal-in-Charge and Project Manager will participate in a kick-off meeting at the beginning of Phase 2 with the consultant team and City staff. The MIG Project Manager will maintain regular communications during this phase with City and consultant staff to discuss the project. This will be accomplished through regularly scheduled coordination calls, in-person meetings and e-mail communications.

*Deliverables:* MIG participation in the kick-off meeting, and in regular phone calls with short summary e-mails documenting key agreements and follow-up tasks.

##### **Task 2.2. Outreach – Planning, Implementation and Participant Outreach**

MIG will provide outreach assistance to engage community members during Phase 2 in mapping for districts, including development of an outreach plan, creation of an outreach flyer, outreach to community organizations, and translation needs. *Please see Task 1.2 for the full description and list of deliverables.*

##### **Task 2.3. District Mapping Workshops (5)**

MIG will provide design, preparation, support and facilitation for five (5) district mapping workshops throughout the City. The purpose of the workshops is to provide community members with the opportunity to review initial project data from NDC, and to facilitate public input about options for drawing districts. In coordination with the City and consultant team, MIG will lead development (in coordination with NDC) of the workshop objectives, approach, format, and facilitation. MIG will assist development of the presentation, handout materials, and logistical support. MIG will work closely with the City and consultant team to ensure meeting materials are clear, understandable and engaging, and will provide simultaneous Spanish and Arabic translation with certified translators. City staff will secure appropriate venues.

MIG recommends that the meeting format and methods be well-structured and closely facilitated, providing all participants with equal and meaningful engagement opportunities. Potential methods could include one or more of the following: large group discussions; small group discussions; interactive mapping tools; interactive electronic polling; and/or others. Simultaneous translation into Spanish and Arabic languages will be effectively integrated into the selected methods. MIG will play a lead role in facilitating the public meetings through the Principal-in-Charge and Project Manager, with NDC and City staff providing presentation and/or co-facilitation support as needed. MIG will also provide simultaneous translation using equipment provided by the City and/or partner organizations.

## section two

### SCOPE OF WORK

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*Deliverables:* MIG development of workshop objectives, approach, format, and facilitation, and co-development and translation of presentation and handout materials. Two MIG staff will attend each workshop.

#### **Task 2.4. Summary Report and Documentation: District Mapping Workshops**

MIG will provide a written summary of the Community Mapping Workshops results. The written summary report will identify key findings and include a transcription of comments from the workshops. In addition, MIG will develop presentation slides and support City and consultant team members in presenting findings to the City Council (1 presentation).

*Deliverables:* Draft and final document summarizing the workshop findings. One presentation to the City Council.

#### **Task 2.5. Public Review Meetings—Draft Districting Plan (5)**

MIG will provide design, preparation, support and facilitation for five (5) public review meetings, located throughout the City by the proposed districts. The purpose of the meetings is to provide community members with the opportunity to review the Draft Districting Plan from NDC, and to facilitate public input. In coordination with the City and consultant team, MIG will lead development (in coordination with NDC) of the meeting objectives, approach, format, and facilitation. MIG will assist development of the presentation, handout materials, and logistical support. MIG will work closely with the City and consultant team to ensure meeting materials are clear, understandable and engaging, and will provide simultaneous Spanish and Arabic translation with certified translators. City staff will secure appropriate venues.

The meeting format will include a brief open house, a formal presentation by NDC of the Draft Districting Plan, and a facilitated, large-group discussion led by MIG. Simultaneous translation into Spanish and Arabic languages will be effectively integrated into the selected methods.

Upon the conclusion of the meetings, MIG will produce a summary report of key findings from across the meetings, as well as meeting-specific findings.

*Deliverables:* MIG development of meeting objectives, approach, format, and facilitation, and co-development and translation of presentation and handout materials. Two MIG staff will attend each meeting.

#### **Task 2.6. Summary Report and Documentation: Public Review Meetings**

MIG will provide a written summary of the Public Review Meetings results. The written summary report will identify key findings and include a transcription of comments from the meetings. In addition, MIG will develop presentation slides and support City and consultant team members in presenting findings to the City Council (1 presentation).

*Deliverables:* Draft and final document summarizing the workshop findings. One presentation to the City Council.

## section two

### SCOPE OF WORK

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#### **ADDITIONAL TASKS**

MIG recommends the following additional tasks may strengthen the community outreach process. Each task could be used in one or both of the phases, pending closer discussion of the City's outreach needs and priorities.

##### **Task A. Survey of Registered Voters**

A statistically-valid, random-digit-dial telephone survey of registered voters in the City will assess likely voters' understanding of the ballot measure. The survey will be customized to assess respondents' awareness and preferences for the measure, and will also allow for analysis of specific voters by demographics such as age, race, political preferences, and the like. The survey will also test messaging utilized in the public education campaign, informing how refined messaging may strengthen public understanding of the measure. The survey will be particularly useful in Phase 1, but could also have practical applications during the mapping process in Phase 2. MIG has secured a tentative commitment from an experienced, local survey consultant to conduct a survey in Fall 2016, pending authorization by the City.

*Deliverables:* Survey instrument, telephone-based deployment, and summary of results.

##### **Task B. Project Website**

If requested by the City, MIG will design, host and maintain a basic, stand alone website to make it easier for the public to access information about the project. During Phase 1, the site will meet a short-term need for current, easy to access information about the ballot measure. During Phase 2, the site will be converted into an interactive "portal" for the mapping process, providing project information and facilitating public input, thereby extending the reach of the participation process. An interactive mapping feature will provide opportunities for the public to participate in a "virtual workshop" if they are not able to attend an in-person meeting or workshop. The site will include the following information related to process:

- Basic information about the process drawn from existing materials
- Schedule of meetings and any related events
- Meeting agendas, materials, and meeting notes
- Draft maps in PDF and interactive formats
- Links to related websites, as appropriate
- Audio files of, or links to, meetings as provided by the City
- "Contact us" feature with e-mails directed to the City and the MIG Project Manager for response

MIG will upload public meeting materials (agenda, handouts, presentations and summary documents) and postings for additional meetings and related events. The City is responsible for managing and responding to the comments received through the "contact us" feature. However, MIG will also monitor the comments received to track any issues are surfacing that may impact the outreach and meeting process.



## section three

### **ESTIMATED BUDGET**

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The following page provides MIG's estimated budget inclusive of all tasks and deliverables described in Section Two.

# fee proposal-El Cajon Districting

		MIG, Inc.											
		Joan Chaplick Principal-in-Charge / Sr. Facilitator		Andy Pendoley Project Manager / Facilitator		Project Associate / Graphic Designer		Translation / Interpretation		MIG Professional Fees Totals		MIG Direct Costs	TOTALS
		Hours @	\$175	Hours @	\$140	Hours @	\$110	Hours @	\$120				
<b>Phase 1: Public Education for Ballot Measure</b>													
1.1	Project Management - Meetings, Coordination Calls and Communication	16	\$2,800	16	\$2,240	0	\$0	0	\$0	32	\$5,040	\$500	\$5,540
1.2	Outreach - Planning, Implementation and Participant Outreach	4	\$700	24	\$3,360	40	\$4,400	12	\$1,440	80	\$9,900	\$500	\$10,400
1.3	Public Information Meetings (5)	40	\$7,000	40	\$5,600	24	\$2,640	40	\$4,800	144	\$20,040	\$2,500	\$22,540
1.4	Community Presentations (10)	2	\$350	20	\$2,800	4	\$440	0	\$0	26	\$3,590	\$250	\$3,840
1.5	Summary Report and Presentation: Outreach Activities	4	\$700	8	\$1,120	24	\$2,640	4	\$480	40	\$4,940	\$50	\$4,990
Phase 1 Totals		66	\$11,550	108	\$15,120	92	\$10,120	56	\$6,720	322	\$43,510	\$3,800	\$47,310
<b>Phase 2: Public Engagement for District Mapping</b>													
2.1	Project Management - Meetings, Coordination Calls and Communication	16	\$2,800	16	\$2,240	0	\$0	0	\$0	32	\$5,040	\$500	\$5,540
2.2	Outreach - Planning, Implementation and Participant Outreach	4	\$700	24	\$3,360	40	\$4,400	12	\$1,440	80	\$9,900	\$500	\$10,400
2.3	District Mapping Workshops (5)	40	\$7,000	40	\$5,600	24	\$2,640	40	\$4,800	144	\$20,040	\$2,500	\$22,540
2.4	Summary Report and Presentation: Workshops	4	\$700	8	\$1,120	24	\$2,640	4	\$480	40	\$4,940	\$50	\$4,990
2.5	Public Review Meetings—Draft Districting Plan (5)	40	\$7,000	40	\$5,600	24	\$2,640	40	\$4,800	144	\$20,040	\$2,500	\$22,540
2.6	Summary Report and Presentation: Public Review Meetings	4	\$700	8	\$1,120	24	\$2,640	4	\$480	40	\$4,940	\$50	\$4,990
Phase 2 Totals		108	\$18,900	136	\$19,040	136	\$14,960	100	\$12,000	480	\$64,900	\$6,100	\$71,000
<b>PHASES 1 + 2 TOTALS</b>		<b>174</b>	<b>\$30,450</b>	<b>244</b>	<b>\$34,160</b>	<b>228</b>	<b>\$25,080</b>	<b>156</b>	<b>\$18,720</b>	<b>802</b>	<b>\$108,410</b>	<b>\$9,900</b>	<b>\$118,310</b>
<b>Additional Tasks</b>													
A.	Survey of Registered Voters	4	\$700	4	\$560	0	\$0	0	\$0	8	\$1,260	\$25,000	\$26,260
B.1	Project Website-Phase 1	4	\$700	12	\$1,680	40	\$4,400	16	\$1,920	72	\$8,700	\$1,000	\$9,700
B.2	Project Website-Phase 2	6	\$1,050	16	\$2,240	40	\$4,400	24	\$2,880	86	\$10,570	\$1,500	\$12,070



# Proposed Scope

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## **Task 1: Project Start-Up & Administration – July**

A project planning meeting will be scheduled as soon as possible with key parties related to the redistricting effort. Ideally, this meeting would include City Manager Douglas Williford, Assistant to the City Manager Brett Channing, Public Information Officer Monica Zech, Sarah Rubin, Jodie Monaghan and any other staffers the City would like to include. It may be useful to include a representative from NDC in the meeting ensure coordination of activities. The purpose of this initial planning meeting is to confirm the scope, roles and responsibilities of all parties for the initial focus of the project, summer to fall 2016. This meeting will also discuss expectations and milestones, resource availability and can include an ‘asset mapping’ exercise to identify (or confirm) key community groups and important informal local leaders.

As a result of the meeting, ILG will create a public engagement plan for review and approval by the City. Given the abbreviated timeframe of the project, regular check in meetings will be scheduled for every two weeks.

Additional start-up activities include confirming internal communication protocol, and becoming familiar with relevant provision of the City’s Charter and Municipal Code.

This task also assumes 1.5 hours of administration for the 18 month project, primarily executed by Kristy Jensen.

### **Projected Hours Task 1:**

Monaghan: 11  
Rubin: 18  
Love-Lazard: 2  
Hassan: 1  
Jensen: 18

## **Task 2: Phase 1 Project Implementation – July – November 2016**

This phase focuses on the education of residents in anticipation of the November 2016 election. If the result of the November election is a “no” to redistricting, the City will no longer have a need to educate residents on maps in 2017.

Because a “yes” vote is so important (to avoid legal fees; more control of district maps) in 2016, a thoughtful and strategic engagement effort is critical. Engaging all segments of the public will support

voters in making an informed choice in November. Lessons learned from the successful City of Turlock campaign include:

- Disseminating voter outreach and educational materials via trusted local community leaders and civic organizations spreads the word faster than the more traditional method of posting information.
- Educational materials can be widely circulated very efficiently when handed out by the door-to-door political campaign volunteers already mobilized by other political campaigns.
- Success is more likely when city leadership agrees that for local government to be accountable to the entire community it serves, all voices must have an equal opportunity to be heard.

### *Creation of Materials*

Working with NDC, ILG will create flyers and other collateral materials to clearly explain the issue and the process. Materials will be produced in English, Spanish and Arabic. ILG will facilitate finding translation services and coordinating the production of materials. It is assumed that the City will contract directly with these organization(s) for actual costs. Any educational materials ILG assists in creating will be reviewed by League of California Cities' legislative staff to ensure the content is appropriate. It is also assumed the City will be responsible for printing the flyers and other materials.

### *On the Ground Efforts*

Given ILG's past experience, we believe the most important thing the City can do this summer is to have as many informal meetings with community leaders as possible (traditional leaders such as the Chamber president as well as less traditional such as a sports league leader or PTA leader). ILG proposes four days of informal meetings during the summer and early fall. The purpose of these meetings would be to engage and educate community leaders and key community groups about the CVRA issue and the potential consequences of retaining at-large elections. Any materials used during these meetings will be approved by the City before they are distributed.

ILG can work with community leaders to support their efforts to disseminate educational materials to residents so they can make an informed choice in November. ILG will also work with the City's Public Information Officer to target other communication avenues as desired by the city. This may include traditional media as well as ethnic media.

Examples of outreach activities ILG can undertake include:

- Creating outreach materials that highlight the issue and the consequences of a "no" vote;
- Scheduling informal "coffee" meetings with local leaders (such as the Chamber of Commerce, community-based organizations, faith-based organizations, other business groups, service clubs, etc.) to understand their perspectives on the issue and the consequences of a "yes" versus "no" vote;
- Presenting at meetings of local organizations (as listed above) as appropriate (with or in support of councilmembers or city staff);
- Distributing educational materials at the weekly farmers market and Cajon Classic Cruise;
- Leaving handouts with various local businesses for patrons to pick up;
- Inserting informational flyers in the utility bill mailers, thereby reaching thousands of residents;

- Supporting the circulation of educational materials across the city using door-to-door political campaign volunteers already mobilized by other political campaigns as appropriate;
- Strategic consultation (planning agendas, materials, etc.) in regards to public workshops the city leads on the topic (with or without NDC).

For the informal leader/community group meetings, ILG’s role can include:

- Setting meeting dates/ locations in conjunction with City staff;
- Coordinating with City staff to determine who the City would like to attend with ILG (i.e. City staff and/or Elected Official) (who attends these meetings on behalf of the City will always be up to the City);
- Finalizing any logistical details;
- Confirming roles so the meetings go smoothly (i.e. an informal agenda as to who speaks first on which topics, etc.);
- Documenting next steps and action items related to each meeting for internal team distribution;
- Ensuring thank you notes are sent from the City and/or ILG. These notes will confirm what the recipient should be expecting to happen in the future.

ILG proposes four planned trips for the July-October timeframe, during which ILG will meet with community leaders, community groups and/or other key stakeholders that have been determined in consultation with the City. For cost efficiency, we hope to hold meetings with 3-4 people/groups per day; however, scheduling may not always accommodate that plan. We assume that two staffers will attend two trips, and a single staffer will attend the other two trips. The determination as to which ILG staff should attend will be considered judiciously, taking into account the groups slated for meetings and the cost effective expenditure of resources.

**Projected Hours Task 2:**

Monaghan: 104  
 Rubin: 49  
 Love-Lazard: 56  
 Hassan: 35  
 Kuehne: 8

**Task 3: Phase 2 Community Engagement – January – November 2017**

Assuming residents vote ‘yes’ for the ballot initiative in November 2016, the City will engage residents to understand their views and preferences related to district maps.

To encourage public participation in drawing district lines, a focused public education effort will emphasize the importance of each individual resident’s voice. A major topic of districting is drawing boundaries that respect neighborhood borders. The best definition of a neighborhood is ‘whatever the people who live there say are their neighborhood borders.’

Working with NDC, ILG will build on the flyers and other collateral materials created in 2016 to clearly explain the issue and the process of redistricting. Just as in the 2016 engagement effort, materials will be produced in English, Spanish and Arabic. ILG will facilitate finding translation services and coordinating the production of the materials. It is assumed the City will contract directly with these organization(s) for actual costs. It is also assumed the City will be responsible for printing the flyers and other materials. ILG will build on the efforts (and relationships) put forth over the summer and fall of 2016 to work with community leaders to gather input and disseminate the materials in 2017. This will include encouraging residents to submit their ideas through the NDC website.

ILG proposes six trips in 2017 to either: hold public meetings/workshops and/or have smaller meetings with key stakeholders. The purpose of these meetings can be to gather input on potential maps or review proposed maps and solicit public comments on the process. Two to three meetings per day are proposed (for efficiency and in order to connect with various areas of the city). Varying the day of the week, the time of the meeting and the location should provide increased opportunities for leaders and/or residents to attend.

Public meetings include:

- Meeting planning.
- Agenda development.
- Meeting facilitation.
- Review of post-meeting summary.

For planning purposes ILG is projecting trips to El Cajon using the following formula: 3 hours roundtrip travel, 5 hours for meetings and lunch which totals 15 hours per person per single day trip. Of the six trips, two trips assume two staff; the other four assume one staffer. Staffing would be planned according to the complexity of the effort.

Check in calls with city staff and the ILG team are assumed. These one hour calls are assumed January – November 2017.

**Projected Hours Task 3:**

Monaghan: 109  
Rubin: 61  
Hassan: 66  
Kuehne: 6

**Task 4: Best Practices Model Development & Project Evaluation – July 2016 – December 2017**

This task includes ongoing documentation of best practices and lessons learned, with an eye toward how the City can apply what has been learned to future public engagement efforts.

**Projected Hours Task 4:**

Monaghan: 4

Love-Lazard: 4  
Hassan: 3  
Rubin: 3  
Kuehne: 1

# Budget

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The attached budget details a not to exceed budget of \$ 100,226.40.

**Attachment 1: Budget**

City of El Cajon										
<b>Facilitation &amp; Administrative Staff (Direct Hours)</b>										
Labor Category		Senior Mediator/ Facilitator	Lead Mediator/ Facilitator	Subject Matter Expert	Mediator/ Facilitator	Communications	Admin Support	Total Hours by Task	Hrs x rate	Summary
Task Descriptions	Labor Resource	Rubin	Monaghan	Hassan	Love Lazard	Kuehne	Jensen			
Billing Rates		\$166	\$156	\$138	\$131	\$87	\$46			
<b>Task 1: Project Start up and Administration</b>										
Project Kick Off Meeting		7	7	0	1	0	0	15	\$2,385	
Public Outreach Plan		2	4	1	2	0	0	9	\$1,356	
Administration (1.5 hour month / 18 months)		9	0	0	0	0	18	27	\$2,322	
<b>Subtotal Task 1</b>								51		\$ 6,063.00
<b>Task 2: Phase 1 Project Implementation</b>										
Outreach material development including planning		1	14	2	8	6	0	31	\$4,196	
Implementation trips. Assume 15 hrs per trip per person. Total of 4 trips over 4 months. Two trips have 2 staffers; 2 have one staff person. Lazard coord all translation and overall project management.		30	60	15	12	2	0	119	\$18,156	
Team calls and project execution. Assume team calls with City staff for July through October 2 times a month (or 8 calls). 1 hour calls. Assume Love Lazard and Monaghan 3.5 hours per call which includes .5 hrs prep, 1 hour call and 2 hours follow up. Hassan and Rubin assume 2 hours per call.		16	28	16	28	0	0	88	\$12,900	
Misc stakeholder or municipal communication, crisis management/ mediation (only if needed)		2	2	2	8			14	\$1,968	
<b>Subtotal Task 2</b>								252		\$37,220
<b>Task 3: Phase 2 Project Implementation</b>										
Outreach material development including planning		1	1	6	5	4	0	17	\$2,153	
Implementation trips. Assume 15 hrs per trip per person. Total of 6 trips over 8 months. 2 trips have two staffers; 4 trips have one staffer. Lazard coord all translation and overall project management.		30	60	30	18	2	0	140	\$21,012	
Team calls /project execution. Assume team calls w City staff for the ten months, Jan-Oct, plus two additional calls to be used if needed for a total of 12 calls assumed. Assume 1 hr calls. Assume Love Lazard and Monaghan 3.5 hours per call which includes .5 hrs prep, 1 hour call & 2 hours follow up. Hassan & Rubin assume 2 hours p/call which includes .5 hr prep, 1 hr call, .5 hr follow up.		24	42	24	42	0	0	132	\$19,350	
Misc stakeholder or municipal communication, crisis management/ mediation (only if needed)		6	6	6	6			24	\$3,546	
<b>Subtotal Task 3</b>								313		\$46,061
<b>Task 4: Best practices for Future City PE</b>										
Documentation w eye toward future City Public Engagement efforts		3	4	3	4	1		15	\$2,147	
<b>Subtotal Task 4</b>								15		\$2,147
<b>Total Professional Services</b>		<b>131</b>	<b>228</b>	<b>105</b>	<b>133</b>	<b>15</b>	<b>18</b>	<b>630</b>		<b>\$ 91,491.00</b>
<b>Other Direct Costs (ODC)</b>										
		Assumptions	Assumptions	Qty	UOM		Unit Rate		Extended Value	
Photocopying b/w		0	disc materia	200	lot		\$ 0.06		\$ 12.00	
Photocopying color		0	0	200	lot		\$ 0.17		\$ 34.00	
Supplies/materials		0	0	2	lot		\$ 50.00		\$ 100.00	
Travel Breakout:									\$ -	
Air Fare		0	0	14	rd trip		\$ 350.00		\$4,900.00	
Car Rental		0	0	10	day		\$ 50.00		\$ 500.00	
Fuel for Rental Car		0	0	10	day		\$ 35.00		\$ 350.00	
Lodging (current state rates)		0	0	6	night		\$ 175.00		\$1,050.00	
Meals & Incidentals (current state rates)		0	0	6	lot		\$ 50.00		\$ 300.00	
Mileage (private vehicle) (current state rates)		0	25 per trip	0	mile		\$ 0.600		\$ -	
Parking, Tolls, etc.		0	0	14	lot		\$ 25.00		\$ 350.00	
<b>Subtotal Other Direct Costs</b>										\$ 7,596.00
<b>Overhead of 15% on ODCs</b>										\$ 1,139.40
<b>TOTAL</b>										<b>\$100,226.40</b>



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# City of El Cajon Agenda Report

MEETING: 7/12/16

ITEM NO: 6.1



**TO:** Mayor Pro Tem Ambrose  
Councilmembers Bales, Kendrick and McClellan

**FROM:** Mayor Wells

**SUBJECT:** Council Activities Report

**RECOMMENDATION:** That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

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

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

July 12, 2016 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

**SUBMITTED BY,**

Bill Wells  
Mayor



# LEGISLATIVE REPORT 2015-2016



6.2

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS / LAST ACTION DATE
AB	1554	Irwin	Powdered Alcohol (Amended: 4/14/16)	1/26/2016	Support	Assembly	6/29/2016-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.
AB	2121	Gonzalez	Alcoholic beverage control: Responsible Interventions for Beverage Servers Training Act of 2016. (Amended: 4/12/2016)	2/23/2016	Watch	Assembly	6/28/2016-From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (June 28). Re-referred to Com. on APPR.
SB	819	Huff	Powdered Alcohol (Amended: 3/15/2016)	1/26/2016	Support	Senate	6/28/2016-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.
SB	885	Wolk	Contracts: design professionals: indemnity. (Amended: 6/16/2016)	6/14/2016	Watch	Senate	7/1/2016-Failed Deadline pursuant to Joint Rule 61(b)(13). (Last location was JUD. on 6/16/2016)
SB	1046	Hill	Driving under the influence: ignition interlock device. (Amended: 4/13/2016)	2/23/2016	Support	Senate	6/28/2016-From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (June 28). Re-referred to Com. on APPR.

The Legislative Report tracks bills for the 2015-2016 Session of the California Legislature that the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency has voted to monitor/watch, support or oppose. Updated July 6, 2016 at 11:30 a.m. for the July 12, 2016 City Council Meeting.

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# City of El Cajon Agenda Report

MEETING: 7/12/16

ITEM NO: 7.1



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Bales and McClellan

**FROM:** Councilmember Kendrick

**SUBJECT:** Council Activities Report

**RECOMMENDATION:** That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

**BACKGROUND:**

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

**REPORT:**

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

- July 8, 2016 - Meeting w/ City Manager
- July 12, 2016 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

**SUBMITTED BY,**

Gary Kendrick  
Gary Kendrick  
Councilmember

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# City of El Cajon Agenda Report

MEETING: 7/12/16

ITEM NO: 9.1



**TO:** Mayor Wells, Mayor Pro Tem Ambrose,  
Councilmembers Bales and Kendrick

**FROM:** Councilmember McClellan

**SUBJECT:** Council Activities Report

**RECOMMENDATION:** That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

## **BACKGROUND:**

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

## **REPORT:**

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

July 2, 3, 2016 - Celebrate America Services – Shadow Mountain Church  
July 12, 2016 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

**SUBMITTED BY,**

*Bob McClellan*

**Bob McClellan**  
Councilmember



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# City of El Cajon Agenda Report

MEETING: 7/12/16

ITEM NO: 10.1



**TO:** Mayor Wells, Mayor Pro Tem Ambrose  
Councilmembers Kendrick and McClellan

**FROM:** Councilmember Bales

**SUBJECT:** Council Activities Report

**RECOMMENDATION:** That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

**BACKGROUND:**

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

**REPORT:**

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

- June 24, 2016 - East County Art Association Art Show
- July 2,3, 2016 - 4th of July at Shadow Mountain Church
- July 12, 2016 - Meeting with City Manager
- July 12, 2016 - City Council Meeting at 3:00 p.m.

I will be happy to answer any questions you may have.

**SUBMITTED BY,**

*Star Bales*  
\_\_\_\_\_  
Star Bales  
Councilmember *SB*