

**City of Santee
Regular Meeting Agenda**

**Santee City Council
CDC Successor Agency
Santee Public Financing Authority**

**Council Chamber – Building 2
10601 Magnolia Avenue
Santee, CA 92071**

**March 14, 2018
7:00 PM**

ROLL CALL: Mayor John W. Minto
Vice Mayor Rob McNelis
Council Members Ronn Hall, Stephen Houlahan and Brian W. Jones

LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:

PRESENTATION: Introduction of 2018 Miss Santee and Miss Teen Santee

PRESENTATION: Republic Services

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:

1. CONSENT CALENDAR:

Consent Calendar items are considered routine and will be approved by one motion, with no separate discussion prior to voting. Council Members, staff or public may request specific items be removed from the Consent Calendar for separate discussion or action. Speaker slips for this category must be presented to the City Clerk at the start of the meeting. Speakers are limited to 3 minutes.

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of February 28, 2018.**
- (C) Approval of Payment of Demands as presented.**

2. PUBLIC HEARINGS:

- (A) Public Hearing to receive input from the community regarding the content of draft maps and the proposed sequence of elections for District-Based Elections pursuant to Elections Code Section 10010.**

Recommendation:

1. Open and conduct the Public Hearing; and
2. Receive and review draft maps; and
3. Close the Public Hearing.

3. ORDINANCES: None

4. CITY COUNCIL REPORTS:

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

- (A) Resolution authorizing the City Manager to execute an updated Professional Services Agreement with EsGil, a SAFEbuilt Company, for continued building permitting and inspection services and expanded support.**

Recommendation:

Adopt the Resolution authorizing the City Manager to execute a Professional Services Agreement with EsGil (a SAFEbuilt company) for building permitting and inspection services and expanded support.

- (B) Resolution adopting an updated Legislative Policy Memorandum governing receipt and distribution of tickets and passes.**

Recommendation:

Adopt the Resolution adopting LPM 2018-01, "Receipt and Distribution of Tickets and Passes – FPPC Form 802 Filing."

7. COMMUNICATION FROM THE PUBLIC:

Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.

8. CITY MANAGER REPORTS:

9. **CDC SUCCESSOR AGENCY:**
(Note: Minutes appear as Item 1(B))

10. **SANTEE PUBLIC FINANCING AUTHORITY:**
(Note: Minutes appear as Item 1(B))

11. **CITY ATTORNEY REPORTS:**

12. **CLOSED SESSION:** None

13. **ADJOURNMENT:**



Mar	01	SPARC	Civic Center Building 7
Mar	12	Community Oriented Policing Committee	Council Chamber
Mar	07	Special City Council Meeting	Council Chamber
Mar	14	City Council Meeting	Council Chamber
Mar	15	Manufactured Home Fair Practices Commission	Council Chamber
Mar	28	City Council Meeting	Council Chamber
Apr	05	SPARC	Civic Center Building 7
Apr	09	Community Oriented Policing Committee	Council Chamber
Apr	11	City Council Meeting	Council Chamber
Apr	25	City Council Meeting	Council Chamber

The Santee City Council welcomes you and encourages your continued interest and involvement in the City’s decision-making process.

For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at www.CityofSanteeCA.gov.

The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the American with Disabilities Act of 1990 (42 USC § 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk’s Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.

State of California } County of San Diego } ss. City of Santee }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
I, <u>Sara Real, Deputy City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with the Brown Act and Santee Resolution 61-2003 on <u>March 9, 2018, at 4:00 p.m.</u>	
_____ Signature	_____ 3/9/18 Date

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE INTRODUCTION OF MISS SANTEE AND MISS SANTEE TEEN 2018

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

The Annual Miss Santee pageant was held at the Helix High School Theater on March 3, 2018. The newly crowned Miss Santee, Miss Santee Teen and other pageant participants will be introduced at the Council Meeting by 2017 Miss Santee Jennae Gonzalez and Miss Santee Teen Kamryn Correll. Proclamations commending Miss Gonzalez and Miss Correll for their excellent representation of the City this past year were presented to them by Mayor Minto at the pageant.

FINANCIAL STATEMENT N/A

RECOMMENDATION ^{MSB} Meet 2018 Miss Santee, Miss Santee Teen and other pageant participants.

ATTACHMENTS (Listed Below)

None.

City of Santee
COUNCIL AGENDA STATEMENT

PRES

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE PRESENTATION: REPUBLIC SERVICES

DIRECTOR/DEPARTMENT John W. Minto, Mayor

SUMMARY

Neil Mohr and Michael Simonsen from Republic Services will provide a brief presentation on what is happening at the Sycamore Landfill.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ✓

Note and file.

ATTACHMENTS

None

City of Santee
COUNCIL AGENDA STATEMENT

1B

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL,
THE CDC SUCCESSOR AGENCY AND THE SANTEE PUBLIC
FINANCING AUTHORITY FOR THE REGULAR MEETINGS OF
FEBRUARY 28, 2018.

DIRECTOR/DEPARTMENT Peggy Johns, MMC, Interim City Clerk

SUMMARY

Submitted for your consideration and approval are the minutes of the above meetings.

FINANCIAL STATEMENT N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS

February 28, 2018 Regular Meeting Minutes

Minutes

**Santee City Council
CDC Successor Agency
Santee Public Financing Authority**

Draft

**Council Chamber – Building 2
10601 Magnolia Avenue
Santee, California
February 28, 2018**

This Regular Meeting of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority was called to order by Mayor/Agency Chair/Authority Chair John W. Minto at 7:05 p.m.

Council Members present were: Mayor/Agency Chair/Authority Chair John W. Minto, Vice Mayor/Agency Vice Chair/Authority Vice Chair Rob McNelis, and Council/Agency/Authority Members Ronn Hall, Stephen Houlahan and Brian W. Jones.

Officers present were: City Manager/Agency Executive Director/Authority Secretary Marlene Best, City/Agency/Authority Attorney Shawn Hagerty and Interim City Clerk/Interim Agency Secretary Peggy Johns.

(Note: Hereinafter the titles Mayor, Vice Mayor, Council Member, City Manager, City Attorney and Interim City Clerk shall be used to indicate Mayor/Agency Chair/Authority Chair, Vice Mayor/Agency Vice Chair/Authority Vice Chair, Council/Agency/Authority Member, City Manager/Agency Executive Director/Authority Secretary, City/Agency/Authority Attorney and Interim City Clerk/Interim Agency Secretary.)

The **INVOCATION** was given by Pastor Gary Lawton of Calvary Chapel of Santee and the **PLEDGE OF ALLEGIANCE** was led by Dustin Trotter.

With Council concurrence, Mayor Minto introduced Santee Historical Society member Gary Strawn who presented the Council with an honorary membership to the Santee Historical Society.

ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA: None

1. CONSENT CALENDAR:

- (A) Approval of reading by title only and waiver of reading in full of Ordinances and Resolutions on the agenda.**
- (B) Approval of Meeting Minutes of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority for the Regular Meetings of February 14, 2018.**
- (C) Approval of Payment of Demands as presented.**

Draft

- (D) Approval of the expenditure of \$56,324.35 for January 2018 Legal Services and related costs.
- (E) Approval of the third amendment to the contract for electrical repairs and related maintenance with Global Power Group Incorporated in the amount of \$8,635.00 for a total revised contract amount of \$29,755.00 and authorization for the City Manager to execute the amendment.
- (F) Adoption of a Resolution granting a water and sewer easement to Padre Dam Municipal Water District for water utilities located at Town Center Community Park and authorization for the City Manager to execute the necessary easement documents. (Reso 016-2018)
- (G) Adoption of a Resolution authorizing the installation of a loading zone on Clifford Heights Road for mail drop-off and pickup. (Reso 017-2018)
- (H) Authorization for the City Manager to execute a professional services agreement with Albert A. Webb Associates to provide FY 2018/19 assessment engineering and special districts administration services in the amount of \$26,400.00.

ACTION: On motion of Vice Mayor McNelis, seconded by Council Member Hall, the consent calendar was approved as presented with all voting aye.

2. PUBLIC HEARINGS:

- (A) Continued Public Hearing to assess community development needs and to allocate Program Year 2018 Community Development Block Grant (CDBG) Funding. (Continued from 2/14/18) (Reso 018-2018)

The continued Public Hearing was opened at 7:10 p.m. Director of Development Services Kush introduced the item and Senior Management Analyst Romstad provided the staff report and answered Council's questions.

PUBLIC SPEAKERS: Susan Alvarez of Cameron Family YMCA spoke in support of her organization.

ACTION: After discussion, on motion of Council Member Houlahan, seconded by Council Member Hall, the Public Hearing was closed at 7:27 p.m., Community Development Block Grant fund allocations were approved as listed below; staff was directed to publish a summary of the Annual Action Plan and the Resolution approving Program Year 2018 CDBG funds was adopted with all voting aye.

Draft

Public Facility Projects

City of Santee - 108 Loan Debt Service	\$149,884
City of Santee - 108 Loan Debt Service Reserve	42,926
Home of Guiding Hands	<u>0</u>
Total:	\$192,810

Administrative Activities

CDBG Program Administration	\$37,756
CSA San Diego County	<u>15,500</u>
Total:	\$53,256

Public Service Activities

	<u>Allocation</u>
Cameron Family YMCA	\$2,000
Crisis House	5,000
Caring Neighbors Program (LSS)	2,971
Elderhelp	2,971
Meals on Wheels	5,000
Santee Food Bank	13,000
Santee Santas	<u>9,000</u>
Total:	\$39,942

Grand Total Allocation: \$286,008

(B) Public Hearing to amend the TransNet Local Street Improvement Program of Projects for Fiscal Years 2016/17 through 2020/21. (Reso 019-2018)

The Public Hearing was opened at 7:40 p.m. Director of Development Services Kush introduced the item and Principal Civil Engineer Schmitz provided a brief report.

PUBLIC SPEAKERS: None

ACTION: On motion of Council Member Jones, seconded by Vice Mayor McNelis, the Public Hearing was closed at 7:41 p.m. and the Resolution amending the TransNet Local Street Improvement Program of Projects for Fiscal Years 2016/17 through 2020/21 and amending the FY 2018-19 Capital Improvement Program budget for TransNet funded projects was adopted with all voting aye.

3. ORDINANCES: None

Draft

4. CITY COUNCIL ITEMS AND REPORTS:

(A) Possible cancellation of a Regular City Council summer meeting and the Regular Meeting of September 12, 2018.

Mayor Minto presented a brief staff report.

ACTION: On motion of Council Member Jones, seconded by Council Member Hall, the September 12, 2018, Regular Council meeting was cancelled and the City Clerk was directed to post the appropriate notices with all voting aye.

Council discussion ensued regarding cancelling one summer meeting. Council Member Hall moved to cancel the August 8, 2018 Council meeting. The motion died for lack of a second.

ACTION: After further discussion, on motion of Council Member Houlahan, seconded by Council Member Hall, the July 11, 2018, Regular Council meeting was cancelled and the City Clerk was directed to post the appropriate notices with all voting aye.

(B) Change of Membership – County Service Area 69 Advisory Committee.

Mayor Minto reported that this item was brought forward at the request of Council Member Jones to change the City's representation for County Service Area 69 Advisory Committee.

ACTION: On motion of Council Member Houlahan, seconded by Council Member Hall, Council Member Houlahan was appointed as the Representative for County Service Area 69 and Council Member Jones was appointed as the Alternate with all voting aye.

5. CONTINUED BUSINESS: None

6. NEW BUSINESS:

(A) Resolution authorizing three applications seeking funding through the SANDAG TransNet Grant Program and accepting the terms of each grant agreement. (Reso 020-2018)

Director of Development Services Kush provided a brief report.

ACTION: On motion of Vice Mayor McNelis, seconded by Council Member Houlahan, the Resolution authorizing staff to file three applications for funding under the SANDAG TransNet Grant Program on behalf of the City were adopted with all voting aye.

Draft

7. COMMUNICATION FROM THE PUBLIC:

- (A) Jason Diveley, Santee Ravens Football & Cheer, spoke regarding the concession stand at Town Center Community Park.
- (B) Michael Polizzi, Santee Ravens Youth Football & Cheer Association, spoke regarding the concession stand at Town Center Community Park.
- (C) Zachary Miller, Santee Pop Warner & Youth Lacrosse, expressed concern regarding registration costs for youth sports in Santee.
- (D) Dean Velasco, San Diego Aces Disc Golf Club, reported that the organization recently held a charity event at Mast Park which raised \$2000 for the Santee Food Bank.
- (E) Melissa McDuffee, Santee Ravens, spoke regarding the concession stand at Town Center Community Park.

8. CITY MANAGER REPORTS:

City Manager Best reported that numerous Santee businesses were recipients of the East County Chamber's Best of East County awards. She also reported that Disneyland recently provided admission tickets to firefighters in California, including Santee, in acknowledgement of their efforts in battling recent California wildfires and she thanked Disneyland for their generosity.

9. CDC SUCCESSOR AGENCY:

(Note: Minutes appear as Item 1(B))

10. SANTEE PUBLIC FINANCING AUTHORITY:

(Note: Minutes appear as Item 1(B))

11. CITY ATTORNEY REPORTS: None

Council Members recessed at 8:14 p.m. and convened in Closed Session at 8:20 p.m. with all Members present.

12. CLOSED SESSION:

(A) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code section 54956.8)

Property: Parcel 3 of Parcel Map 20177 located north of Town Center Parkway between Cuyamaca Street and Riverview Parkway ("Theater Parcel").

City Negotiator: City Manager.

Negotiating Party: Studio Movie Grill.

Under negotiation: Price and terms of payment.

Draft

- (B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
(Gov. Code section 54956.9(d)(2))
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case involving the California Voting Rights Act
- (C) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
(Gov. Code section 54956.9(d)(2))
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One case involving the Mission Gorge median project
- (D) CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**
(Gov. Code section 54956.9(d)(4))
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case involving Sky Ranch Lot “L”

Members reconvened in Open Session at 8:58 p.m. with all members present. Mayor Minto stated that for Items 12(A), 12(B) and 12(C), direction was given to staff.

With regard to Item 12(D), Mayor Minto reported that Council discussed the item and voted 4-1 to file a lawsuit in the matter, with Council Member Jones voting no.

13. ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:00 p.m.

Date Approved:

Peggy Johns, MMC Interim City Clerk/Interim Agency Secretary
and for Authority Secretary Marlene Best

City of Santee
COUNCIL AGENDA STATEMENT

1C

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE PAYMENT OF DEMANDS

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance *m*

SUMMARY

A listing of checks that have been disbursed since the last Council meeting is submitted herewith for approval by the City Council.

FINANCIAL STATEMENT *m*

Adequate budgeted funds are available for the payment of demands per the attached listing.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approval of the payment of demands as presented.

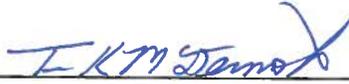
ATTACHMENTS (Listed Below)

- 1) Payment of Demands-Summary of Checks Issued
- 2) Disbursement Journal

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/16/18	Accounts Payable	\$ 81,173.20
02/20/18	Accounts Payable	96,398.49
02/22/18	Accounts Payable	206,609.50
02/28/18	Accounts Payable	231,599.35
03/01/18	Retiree Health	5,021.00
03/01/18	Payroll	314,206.01
03/01/18	Accounts Payable	1,412,146.99
03/05/18	Accounts Payable	<u>176,865.47</u>
	TOTAL	<u>\$ 2,524,020.01</u>

I hereby certify to the best of my knowledge and belief that the foregoing demands listing is correct, just, conforms to the approved budget, and funds are available to pay said demands.



Tim K. McDermott, Director of Finance

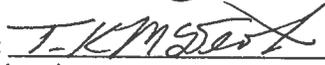
Voucher List
CITY OF SANTEE

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
47520	2/16/2018	10955 DEPARTMENT OF THE TREASURY	PPE 02/07/18		FED WITHHOLD & MEDICARE	60,925.48
					Total :	60,925.48
47526	2/16/2018	10956 FRANCHISE TAX BOARD	PPE 02/07/18		CA STATE TAX WITHHELD	20,247.72
					Total :	20,247.72
2 Vouchers for bank code : ubgen						Bank total : 81,173.20
2 Vouchers in this report						Total vouchers : 81,173.20

Prepared by: 

Date: 2/20/18

Approved by: 

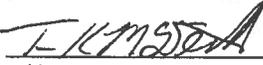
Date: 2/20/18

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
2183	2/20/2018	10353 PERS	02 18 3		RETIREMENT PAYMENT	96,398.49	
						Total :	96,398.49
1 Vouchers for bank code : ubgen						Bank total :	96,398.49
1 Vouchers in this report						Total vouchers :	96,398.49

Prepared by: 

Date: 2-20-18

Approved by: 

Date: 2/20/18

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117668	2/22/2018	12851 A. B. HASHMI, INC	CIP 2014-05		RETENTION RELEASE	9,050.54
						Total :
117669	2/22/2018	12784 AMA DIVERSIFIED CONSTRUCTION	CIP 2017-22		RETENTION RELEASE	7,971.31
						Total :
117670	2/22/2018	10018 BENCHMARK LANDSCAPE SVCS INC	139322	51903	A 3 LANDSCAPE SERVICES	10,001.01
			139323	51859	A 2 LANDSCAPE SERVICES	12,575.00
						Total :
117671	2/22/2018	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS JAN 2018		LEGAL SERVICES JAN 2017	56,324.35
						Total :
117672	2/22/2018	10021 BOUND TREE MEDICAL LLC	82759453	51860	EMS SUPPLIES	168.60
			82759454	51860	EMS SUPPLIES	584.83
			82759455	51860	EMS SUPPLIES	23.96
			82759456	51860	EMS SUPPLIES	1.68
			85759452	51860	EMS SUPPLIES	1,033.52
						Total :
117673	2/22/2018	11169 CALIFORNIA WATERS LLC	2685	51887	FOUNTAIN MAINT & REPAIRS	2,474.00
						Total :
117674	2/22/2018	10299 CARQUEST AUTO PARTS	11102-453056	51766	VEHICLE REPAIR PARTS	172.05
			11102-453481	51766	VEHICLE SUPPLIES	74.80
						Total :
117675	2/22/2018	10032 CINTAS CORPORATION #694	694447526	51880	UNIFORM/PARTS CLEANER RNTL	57.18
			694448165	51880	STATION SUPPLIES	52.52
						Total :
117676	2/22/2018	10050 CITY OF EL CAJON	HFTA000060		HFTA FEES, 3RD QUARTER	13,532.00
						Total :
117677	2/22/2018	11330 CLEANSTREET	89017	51847	STREET SWEEPING SVCS	116.00
						Total :

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117678	2/22/2018	10160 CORELOGIC SOLUTIONS LLC	30349695		SOFTWARE CHARGES	15.00
					Total :	15.00
117679	2/22/2018	12153 CORODATA RECORDS	RS4379848	51981	DOC RETRIEVAL AND STORAGE	522.01
					Total :	522.01
117680	2/22/2018	11862 CORODATA SHREDDING INC	DN 1179970	52034	SECURE DESTRUCTION SERVICES	75.74
					Total :	75.74
117681	2/22/2018	10171 COUNTY OF SAN DIEGO AUDITOR &	10/2017 PHOENIX REV 10/2017 AGENCY REV 10/2017 DMV REVENUE		10/17 PHOENIX CITE REV REPT 10/17 AGENCY PARK CITE REPT 10/17 DMV PARK CITE REPT	530.00 190.00 72.50
					Total :	792.50
117682	2/22/2018	10486 COUNTY OF SAN DIEGO	CIP71814		COUNTY RECORDER FEE	50.00
					Total :	50.00
117683	2/22/2018	12255 CREST EQUIPMENT INC	CIP 2015-22		RETENTION RELEASE	25,371.03
					Total :	25,371.03
117684	2/22/2018	10608 CRISIS HOUSE	259	52010	CDBG SUBRECIPIENT	498.64
					Total :	498.64
117685	2/22/2018	10142 CSA SAN DIEGO COUNTY	480	52021	CDBG SUBRECIPIENT	1,092.73
					Total :	1,092.73
117686	2/22/2018	12356 DAVIS FARR LLP	3540	51743	AUDIT SERVICES	8,100.00
					Total :	8,100.00
117687	2/22/2018	11406 DODDS, DANIEL	112417		PARAMEDIC LICENSE RENEWAL	240.00
					Total :	240.00
117688	2/22/2018	10057 ESGIL CORPORATION	02/05/18-02/09/18		SHARE OF FEES	9,147.69
					Total :	9,147.69
117689	2/22/2018	12941 FROMANG, GLENN	EN18026S		REFUNDABLE DEPOSIT	5,000.00
					Total :	5,000.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117690	2/22/2018	11196 HD SUPPLY FACILITIES	9160523167	51779	STATION SUPPLIES	138.12
Total :						138.12
117691	2/22/2018	10144 HDL COREN & CONE	0024964-IN	51906	PROP TAX SVCS JAN-MAR 2018	4,625.00
Total :						4,625.00
117692	2/22/2018	10256 HOME DEPOT CREDIT SERVICES	7160737	51780	STATION SUPPLIES	15.07
			8151946	51780	STATION SUPPLIES	7.07
Total :						22.14
117693	2/22/2018	10301 HORSMAN AUTOMOTIVE	411237	51781	VEHICLE REPAIR	78.28
Total :						78.28
117694	2/22/2018	10075 IRON MOUNTAIN INFO MGMT INC	201521557		DATA STORAGE	310.36
Total :						310.36
117695	2/22/2018	10906 KRONOS INC	11267369		ANNUAL SOFTWARE SUPPORT	3,992.59
Total :						3,992.59
117696	2/22/2018	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-64	51024	FANITA RCH CONSULTING SVCS	3,034.50
			SECT. 6 GRANT-24	51024	PROF SVCS-SUBAREA PLAN COOF	1,035.30
Total :						4,069.80
117697	2/22/2018	10079 MEDICO PROFESSIONAL	2130274	51876	MEDICAL LINEN SERVICE	20.02
			2130275	51876	MEDICAL LINEN SERVICE	8.16
			2137245	51876	MEDICAL LINEN SERVICE	20.02
			2137246	51876	MEDICAL LINEN SERVICE	8.16
Total :						56.36
117698	2/22/2018	11285 MGT OF AMERICA	32890	52053	SB90-17	5,500.00
Total :						5,500.00
117699	2/22/2018	10085 NATIONAL SAFETY COMPLIANCE INC	71901		ANNUAL ADMINISTRATIVE FEE	150.00
Total :						150.00
117700	2/22/2018	10344 PADRE DAM MUNICIPAL WATER DIST	21105559		9170 VIA DE CRISTINA	143.48
			24206565		10580 PROSPECT AVE	89.97
			24206698		10541 PROSPECT AVE	109.05

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117700	2/22/2018	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued) 24218157 242183444 90000367		10054 PROSPECT AVE 10027 PROSPECT AVE GROUP BILL	60.63 47.81 10,871.38 Total : 11,322.32
117701	2/22/2018	11891 PRINTER REPAIR DEPOT	40101		PLOTTER PRINTER REPAIR	135.00 Total : 135.00
117702	2/22/2018	10101 PROFESSIONAL MEDICAL SUPPLY	Z993505 Z993506 Z993507	51821 51821 51821	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS	60.27 168.00 90.72 Total : 318.99
117703	2/22/2018	10097 ROMAINE ELECTRIC CORPORATION	12-041709	51822	VEHICLE SUPPLIES	814.98 Total : 814.98
117704	2/22/2018	11318 SEALMASTER OF SO CAL	60032	51895	ASPHALT MATERIALS	712.77 Total : 712.77
117705	2/22/2018	10110 SECTRAN SECURITY INC	18020378	51958	TRANSPORT SVCS 2018-02	117.08 Total : 117.08
117706	2/22/2018	10217 STAPLES BUSINESS ADVANTAGE	3366388725 3366388728 3366388730 3366674192 3367083336	51824 51939 51815 51883 51883	OFFICE SUPPLIES CREDIT OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	-45.24 62.26 87.56 61.65 123.41 Total : 289.64
117707	2/22/2018	10250 THE EAST COUNTY	00060015		PUBLIC HEARING NOTICE	168.00 Total : 168.00
117708	2/22/2018	10515 THE SAN DIEGO UNION - TRIBUNE	003493505		PUBLIC HEARING NOTICE	245.40 Total : 245.40
117709	2/22/2018	10158 THE SOCO GROUP INC	CL20494 CL20959	52008 52008	FLEET CARD FUELING FLEET CARD FUELING	1,519.50 390.96

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117709	2/22/2018	10158 THE SOCO GROUP INC	(Continued)			
					Total :	1,910.46
117710	2/22/2018	10479 TIRE CENTERS LLC	8720184659	51804	TIRES	3,309.20
			8720185196	51804	TIRES	479.94
					Total :	3,789.14
117711	2/22/2018	12480 UNITED SITE SERVICES	114-6324672	51913	PORTABLE TOILET RENTAL SVC	71.40
			114-6325550	51913	PORTABLE TOILET RENTAL SVC	71.40
					Total :	142.80
117712	2/22/2018	12528 VALVERDE, KATHY	01312018		LEAGUE OF CA CITIES	143.23
					Total :	143.23
117713	2/22/2018	10704 VIRTUAL GRAFFITI INC	758744	52036	NETWORK FIREWALL PROTECTIOI	1,348.17
					Total :	1,348.17
117714	2/22/2018	10148 WESTAIR GASES & EQUIPMENT INC	10625007	51807	WELDING SUPPLIES	528.30
					Total :	528.30
117715	2/22/2018	10317 WM HEALTHCARE SOLUTIONS INC	0392422-2793-0	51809	BIOMEDICAL WASTE DISPOSAL	161.28
			0392423-2793-8	51809	BIOMEDICAL WASTE DISPOSAL	82.50
					Total :	243.78
117716	2/22/2018	10232 XEROX CORPORATION	092142440	51912	COPY CHARGES & LEASE	318.10
					Total :	318.10
49 Vouchers for bank code : ubgen						Bank total : 206,609.50
49 Vouchers in this report						Total vouchers : 206,609.50

Prepared by: U. Nadej

Date: 2-22-18

Approved by: T. H. Smith

Date: 2/22/18

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
117717	2/28/2018	10208 ANTHEM BLUE CROSS	March 2018		EMPLOYEE ASSISTANCE PROGRAM	266.40	
					Total :	266.40	
117718	2/28/2018	10334 CHLIC	2264768		HEALTH/DENTAL INSURANCE	195,689.18	
					Total :	195,689.18	
117719	2/28/2018	12924 COURT-ORDERED DEBT COLLECTIONS	PPE 02/21/18		WITHHOLDING ORDER	33.29	
					Total :	33.29	
117720	2/28/2018	10844 FRANCHISE TAX BOARD	PPE 02/21/18		WITHHOLDING ORDER	25.00	
					Total :	25.00	
117721	2/28/2018	10785 RELIANCE STANDARD LIFE	March 2018		VOLUNTARY LIFE INSURANCE	582.32	
					Total :	582.32	
117722	2/28/2018	10424 SANTEE FIREFIGHTERS	PPE 02/21/18		DUES/PEC/BENEVOLENT/BC EXP	2,664.03	
					Total :	2,664.03	
117723	2/28/2018	10776 STATE OF CALIFORNIA	PPE 02/21/18		WITHHOLDING ORDER	575.99	
					Total :	575.99	
117724	2/28/2018	10001 US BANK	PPE 02/21/18		PARS RETIREMENT	641.26	
					Total :	641.26	
117725	2/28/2018	10959 VANTAGE TRANSFER AGENT/457	PPE 02/21/18		ICMA - 457	27,385.29	
					Total :	27,385.29	
117726	2/28/2018	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 02/21/18		RETIREE HEALTH SAVINGS ACCOL	3,736.59	
					Total :	3,736.59	
10 Vouchers for bank code : ubgen						Bank total :	231,599.35
10 Vouchers in this report						Total vouchers :	231,599.35

Voucher List
CITY OF SANTEE

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: 
Date: 2-20-18

Approved by: 
Date: 2/28/18

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117727	3/1/2018	11139 ACE UNIFORMS AND ACCESSORIES	84759	51922	CLASS B UNIFORMS	469.01
					Total :	469.01
117728	3/1/2018	12584 ALLIANT CONSULTING, INC	7489	51710	LABOR COMPLIANCE PROGRAM	315.00
					Total :	315.00
117729	3/1/2018	11445 AMERICAN MESSAGING	L1072898SB		FD PAGER SERVICE	139.80
					Total :	139.80
117730	3/1/2018	12083 ANIMAL PEST MANAGEMENT	565747	51760	PEST CONTROL SERVICES	45.00
					Total :	45.00
117731	3/1/2018	10019 BERT W SALAS INC	1 1R	52024	EMERGENCY CMP REPAIRS RETENTION	83,580.00 -4,179.00
					Total :	79,401.00
117732	3/1/2018	11866 BLUE PACIFIC ENGINEERING &	CIP 2013-23		RETENTION RELEASE	6,648.20
					Total :	6,648.20
117733	3/1/2018	11513 BOND, ELLEN	03012018-263		MEADOWBROOK HARDSHIP PGRM	42.56
					Total :	42.56
117734	3/1/2018	10021 BOUND TREE MEDICAL LLC	82765543 82767350	51860 51860	EMS SUPPLIES EMS SUPPLIES	3,559.32 59.59
					Total :	3,618.91
117735	3/1/2018	10098 BURNER, RONALD	020718-1	51862	ATHLETIC FIELD COORDINATION	2,083.34
					Total :	2,083.34
117736	3/1/2018	10876 CANON SOLUTIONS AMERICA INC	988981766 988981767	51837 51837	PLOTTER MAINT & USAGE SCANNER MAINTENANCE	18.12 72.71
					Total :	90.83
117737	3/1/2018	10299 CARQUEST AUTO PARTS	11102-453668	51766	VEHICLE SUPPLIES	119.77
					Total :	119.77
117738	3/1/2018	11402 CARROLL, JUDI	03012018-96		MEADOWBROOK HARDSHIP PGRM	42.66

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117738	3/1/2018	11402 11402 CARROLL, JUDI	(Continued)			
					Total :	42.66
117739	3/1/2018	10032 CINTAS CORPORATION #694	694450448	51880	UNIFORM/PARTS CLEANER RNTL	57.18
			694453360	51880	UNIFORM/PARTS CLEANER RNTL	57.18
					Total :	114.36
117740	3/1/2018	10033 CITY ELECTRIC SUPPLY COMPANY	STE/046451	51904	ELECTRICAL SUPPLIES	280.15
			STE/046523	51904	ELECTRICAL SUPPLIES	404.07
					Total :	684.22
117741	3/1/2018	10050 CITY OF EL CAJON	HC00000270		3RD QTR PASS THRU CHARGES	3,615.43
					Total :	3,615.43
117742	3/1/2018	11409 CLAYTON, SYLVIA	03012018-340		MEADOWBROOK HARDSHIP PGRM	44.65
					Total :	44.65
117743	3/1/2018	11330 CLEANSTREET	89151	51847	STREET SWEEPING SVCS	14,876.64
					Total :	14,876.64
117744	3/1/2018	10268 COOPER, JACKIE	MARCH 1, 2018		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
117745	3/1/2018	10039 COUNTY MOTOR PARTS COMPANY INC	394342	51768	VEHICLE REPAIR PARTS	54.95
			394747	51768	SHOP SUPPLIES	356.14
					Total :	411.09
117746	3/1/2018	10358 COUNTY OF SAN DIEGO	18CTOFSAN07	51967	RCS SHERIFF RADIO& MDT COSTS	4,503.00
			18CTOFSASN07	51826	800 MHZ ACCESS (FIRE/PS)	1,567.50
					Total :	6,070.50
117747	3/1/2018	10486 COUNTY OF SAN DIEGO	201800099		MAP COPIES	28.00
					Total :	28.00
117748	3/1/2018	10711 COUNTY OF SAN DIEGO	2018REC_COP-16		STORM WATER SHARED COSTS	4,424.00
			2018SDR_WMA-03		STORM WATER SHARED COSTS	7,098.00
					Total :	11,522.00
117749	3/1/2018	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	167.05

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117749	3/1/2018	10333 COX COMMUNICATIONS	(Continued) 063453006 066401501 112256001		9534 VIA ZAPADOR 10601 N MAGNOLIA AVE 9130 CARLTON OAKS DR	203.07 38.84 87.76 Total : 496.72
117750	3/1/2018	10043 D & D SERVICES INC	63760	51942	DEAD ANIMAL REMOVAL	1,325.00 Total : 1,325.00
117751	3/1/2018	12655 DELL MARKETING LP	10219751263	52030	EOC LAPTOP COMPUTERS	2,380.32 Total : 2,380.32
117752	3/1/2018	12438 DIESEL PRINT CO, LLC	1522	51991	SANTEE ACTIVE LIFESTYLE EXPO	436.39 Total : 436.39
117753	3/1/2018	10053 EL CAJON PLUMBING & HEATING	306429	51943	PLUMBING SUPPLIES	69.39 Total : 69.39
117754	3/1/2018	12593 ELLISON WILSON ADVOCACY, LLC	218	51970	ADVOCACY SERVICES	1,500.00 Total : 1,500.00
117755	3/1/2018	10057 ESGIL CORPORATION	02/12/18-02/16/18		SHARE OF FEES	15,694.84 Total : 15,694.84
117756	3/1/2018	10580 FASTENAL COMPANY	CAELC71743	51773	VEHICLE REPAIR PARTS	109.22 Total : 109.22
117757	3/1/2018	10251 FEDERAL EXPRESS	6-076-25036		SHIPPING CHARGES	92.81 Total : 92.81
117758	3/1/2018	10724 FIREMASTER	0000482272		INERGEN SYSTEM INSPECTION	325.00 Total : 325.00
117759	3/1/2018	10368 FIREWORKS & STAGE FX AMERICA	170696	52052	SANTEE SALUTES - DEPOSIT	11,750.00 Total : 11,750.00
117760	3/1/2018	12638 GEORGE HILLS COMPANY, INC.	INV101008	51851	ADMIN- LIABILITY CLAIMS	1,400.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117760	3/1/2018	12638 12638 GEORGE HILLS COMPANY, INC.	(Continued)			Total : 1,400.00
117761	3/1/2018	11881 GOODEN, CHRIS	60258		SAFETY BOOTS - STEEL TOE	200.00
					Total :	200.00
117762	3/1/2018	10490 HARRIS & ASSOCIATES INC	36572	51326	FANITA RANCH EIR	1,835.06
					Total :	1,835.06
117763	3/1/2018	10256 HOME DEPOT CREDIT SERVICES	2152009 5151988	51780 51780	SHOP SUPPLIES STATION SUPPLIES	60.94 18.81
					Total :	79.75
117764	3/1/2018	10271 HORAN, BERNICE	MARCH 1, 2018		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
117765	3/1/2018	10301 HORSMAN AUTOMOTIVE	411346	51781	VEHICLE SERVICE	85.61
					Total :	85.61
117766	3/1/2018	10236 HURST, TONY	97236		SAFETY BOOTS - STEEL TOE	155.86
					Total :	155.86
117767	3/1/2018	12461 MARSHALL DJ SERVICES	12218	52047	DJ SERVICES - TEEN DANCE	395.00
					Total :	395.00
117768	3/1/2018	10079 MEDICO PROFESSIONAL	2133756 2133757	51876 51876	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	8.16 20.02
					Total :	28.18
117769	3/1/2018	11140 MICHEL, VICTOR	1017		SAFETY BOOTS - STEEL TOE	193.91
					Total :	193.91
117770	3/1/2018	10218 OFFICE DEPOT	994552371001	51830	OFFICE SUPPLIES	339.30
					Total :	339.30
117771	3/1/2018	12904 PAT DAVIS DESIGN GROUP, INC	5650	52022	GRAPHIC ARTIST SERVICES	3,200.00
					Total :	3,200.00
117772	3/1/2018	11442 PATTERSON, LUANNE	03012018-225		MEADOWBROOK HARDSHIP PGRM	41.16

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117772	3/1/2018	11442 11442 PATTERSON, LUANNE	(Continued)			
					Total :	41.16
117773	3/1/2018	11225 POPPE, MIKE	260334		SAFETY BOOTS - STEEL TOE	135.30
					Total :	135.30
117774	3/1/2018	10161 PRIZM JANITORIAL SERVICES INC	152039	51881	CUSTODIAL SERVICES - OFFICES	2,502.63
			152042	51881	CUSTODIAL SERVICES - OFFICES	2,502.63
			152043	51893	CUSTODIAL SERVICES - PARKS	1,973.85
					Total :	6,979.11
117775	3/1/2018	12062 PURETEC INDUSTRIAL WATER	1609963	51868	DEIONIZED WATER SERVICE	31.50
					Total :	31.50
117776	3/1/2018	10095 RASA	5157	51842	MAP CHECK	335.00
			5160	51842	MAP CHECK	600.00
					Total :	935.00
117777	3/1/2018	12237 RAYON, KYLE	MARCH 1, 2018		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
117778	3/1/2018	10798 RENSBERRY, SAM	09075A		SAFETY BOOTS - STEEL TOE	194.84
					Total :	194.84
117779	3/1/2018	12256 ROE, DARLENE	03012018-318		MEADOWBROOK HARDSHIP PGRM	43.26
					Total :	43.26
117780	3/1/2018	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF 2017-12		LAW ENFORCEMENT 2017-12	1,164,962.49
					Total :	1,164,962.49
117781	3/1/2018	10407 SAN DIEGO GAS & ELECTRIC	2237 358 004 2		TRAFFIC SIGNALS	4,369.54
			3422 380 562 8		GAS TAX	123.11
			4394 020 550 9		LMDS	4,850.44
			7990 068 577 7		PARKS	13,960.88
			8509 742 169 4		CITY HALL GROUP BILL	6,781.64
					Total :	30,085.61
117782	3/1/2018	10677 SANTEE CHAMBER OF COMMERCE	815		BLUEGRASS FESTIVAL AD	1,080.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117782	3/1/2018	10677 10677 SANTEE CHAMBER OF COMMERCE	(Continued)			
					Total :	1,080.00
117783	3/1/2018	12223 SITEONE LANDSCAPE SUPPLY LLC	84269437	51831	IRRIGATION SUPPLIES	505.33
			84345081	51831	IRRIGATION SUPPLIES	131.45
					Total :	636.78
117784	3/1/2018	11403 ST. JOHN, LYNNE	03012018-78		MEADOWBROOK HARDSHIP PGRM	42.75
					Total :	42.75
117785	3/1/2018	10027 STATE OF CALIFORNIA	283294		FINGERPRINTING CHARGES	128.00
					Total :	128.00
117786	3/1/2018	10250 THE EAST COUNTY	00060574		PUB ORD 550	462.00
					Total :	462.00
117787	3/1/2018	10158 THE SOCO GROUP INC	0490629-IN	52032	DELIVERED FUEL	1,419.63
			0492826-IN	51834	VEHICLE SUPPLIES	154.09
			CL21708	52008	FLEET CARD FUELING	637.19
					Total :	2,210.91
117788	3/1/2018	11193 TMAN TRAFFIC SUPPLY	7152	52043	TRAFFIC SIGNS & SUPPLIES	815.76
					Total :	815.76
117789	3/1/2018	10133 UNDERGROUND SERVICE ALERT	120180688	51843	DIG ALERT SERVICES	184.90
					Total :	184.90
117790	3/1/2018	10475 VERIZON WIRELESS	9801466429		CELL PHONE SERVICE	2,070.21
			9801466430		WIFI SERVICE	646.17
					Total :	2,716.38
117791	3/1/2018	12515 VICKERS CONSULTING	024732		AFG GRANT	750.00
					Total :	750.00
117792	3/1/2018	12888 VINYARD DOORS	95595	52039	APPARATUS GATE & DOOR REPAIF	394.00
			95640	52025	ROLL UP DOOR REPLACEMENT	10,280.00
					Total :	10,674.00
117793	3/1/2018	10136 WEST COAST ARBORISTS INC	132784	51844	URBAN FORESTRY MGMNT SVCS	1,125.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
117793	3/1/2018	10136 WEST COAST ARBORISTS INC	(Continued)			
			132785	51844	URBAN FORESTRY MGMNT SVCS	1,298.00
			133230-A	51844	URBAN FORESTRY MGMNT SVCS	7,303.00
			133550	51844	URBAN FORESTRY MGMNT SVCS	3,737.00
					Total :	13,463.00
117794	3/1/2018	10331 HDS WHITE CAP CONST SUPPLY	10008274307	52009	SAFETY VESTS	119.01
					Total :	119.01
117795	3/1/2018	12930 WILLIAMS, ROCHELLE M.	MARCH 1, 2018		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
117796	3/1/2018	12641 WITTORFF, VICKY DENISE	MARCH 1, 2018		RETIREE HEALTH PAYMENT	31.00
					Total :	31.00
117797	3/1/2018	10232 XEROX CORPORATION	092142433	51835	COPY CHARGES	109.42
			092142434	51813	COPY CHARGES	155.29
			092142435	51812	COPY CHARGES	58.50
			092142436	51872	COPY CHARGES & LEASE	250.95
			092142437	51856	COPY CHARGES & LEASE	308.85
			092142438	51857	COPY CHARGES & LEASE	344.17
			092142439	51910	COPY CHARGES & LEASE	228.06
			092142441	51836	COPY CHARGES & LEASE	130.06
			092142442	51911	COPY CHARGES & LEASE	309.49
			092219091	51810	COPY CHARGES & LEASE	234.38
			092219092	51811	COPY CHARGES	71.87
					Total :	2,201.04
117798	3/1/2018	10318 ZOLL MEDICAL CORPORATION	2636624	51817	EMS SUPPLIES	383.86
					Total :	383.86
72 Vouchers for bank code : ubgen						Bank total : 1,412,146.99
72 Vouchers in this report						Total vouchers : 1,412,146.99

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Prepared by: 
Date: 3-1-18

Approved by: 
Date: 3/1/18

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
21841	3/5/2018	10353 PERS	02 18 4		RETIREMENT PAYMENT	96,778.68
					Total :	96,778.68
75926	3/5/2018	10955 DEPARTMENT OF THE TREASURY	March 2018 Retirees PPE 02/21/18		FEDERAL WITHHOLDING TAX	75.00
					FED WITHHOLD & MEDICARE	60,256.76
					Total :	60,331.76
75936	3/5/2018	10956 FRANCHISE TAX BOARD	PPE 02/21/18		CA STATE TAX WITHHELD	19,755.03
					Total :	19,755.03
3 Vouchers for bank code : ubgen						Bank total : 176,865.47
3 Vouchers in this report						Total vouchers : 176,865.47

Prepared by: 
Date: 3-5-18

Approved by: 
Date: 3/5/18

City of Santee
COUNCIL AGENDA STATEMENT

2A

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE **PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE CONTENT OF DRAFT MAPS AND THE PROPOSED SEQUENCE OF ELECTIONS FOR DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010**

DIRECTOR/DEPARTMENT Peggy Johns, MMC, Interim City Clerk

SUMMARY

On January 10, 2018, the City Council adopted a Resolution stating the City's intention to transition from at-large elections to by-district elections. On January 24, 2018, and February 14, 2018, the City held public hearings to receive input from the community regarding the boundaries and the composition of the districts to be established. Following these public hearings, National Demographics Corporation ("NDC"), the City's demographer, prepared three draft maps of proposed districts. These draft maps and the proposed sequence of elections were published on the City's website on March 7, 2018.

Elections Code section 10010 requires that after the draft maps are drawn, the City Council must hold two public hearings to receive input from the community regarding the content of the draft maps and the proposed sequence of elections. This is the first of the two public hearings required by the Elections Code. The second public hearing is scheduled for March 28, 2018.

NDC will present the three draft maps to the City Council, and will be available to answer questions about the content of the maps, the proposed sequence of elections, and the overall process.

ENVIRONMENTAL REVIEW The transition to district-based elections is exempt from environmental review under CEQA pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 *et seq.*) sections 15061(b)(3), 15320, and 15378(b)(3).

FINANCIAL STATEMENT ^{mr} The City will incur costs not to exceed \$50,000 for the services of National Demographics Corporation to assist with the transition, which includes assistance with the drawing of draft maps.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ^{MSB}
Open and conduct the Public Hearing.
Receive and review the draft maps.
Close the Public Hearing.

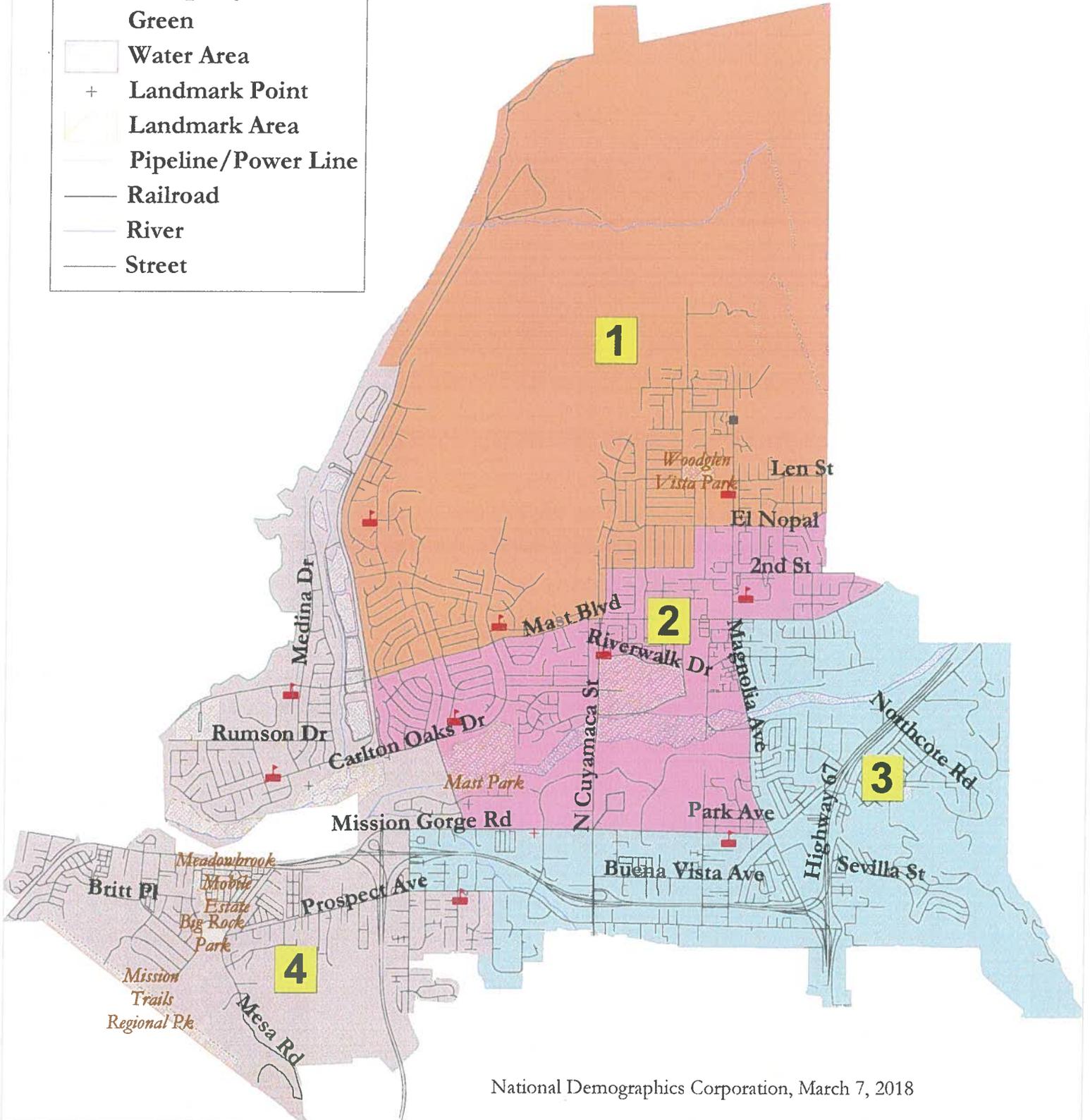
ATTACHMENTS
Draft maps and Proposed Sequence of Elections.

City of Santee Proposed City Council By-District Election Maps

Green

Map layers

- Green
- Water Area
- + Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- Street



City of Santee - Green Map

District		1	2	3	4	Total
Ideal	Total Pop	13,145	12,978	13,382	13,908	53,413
13,353	Deviation from ideal	-208	-375	29	555	930
	% Deviation	-1.56%	-2.81%	0.22%	4.16%	6.96%
Total Pop	% Hisp	14%	17%	19%	16%	16%
	% NH White	78%	72%	71%	74%	74%
	% NH Black	2%	3%	3%	2%	2%
	% Asian-American	4%	6%	5%	6%	5%
Citizen Voting Age Pop	Total	9,731	9,988	10,337	10,866	40,921
	% Hisp	14%	15%	13%	15%	14%
	% NH White	79%	72%	80%	75%	76%
	% NH Black	2%	2%	2%	2%	2%
	% Asian/Pac.Isl.	3%	8%	4%	6%	6%
Voter Registration	Total	13,249	13,632	14,331	14,744	55,957
	% Latino est.	10%	12%	13%	11%	12%
	% Asian-Surnamed	1%	1%	2%	2%	2%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	87%	84%	82%	85%	85%
	% NH Black	2%	2%	2%	1%	2%
ACS Pop. Est.	Total	8,615	9,026	9,696	10,301	37,638
Age	age0-19	28%	27%	26%	24%	26%
	age20-60	56%	59%	54%	55%	56%
	age60plus	16%	15%	20%	21%	18%
Immigration	immigrants	6%	6%	6%	6%	6%
	naturalized	7%	17%	10%	12%	11%
Language spoken at home	english	86%	86%	83%	86%	85%
	spanish	10%	7%	9%	9%	9%
	asian-lang	2%	5%	2%	2%	3%
	other lang	2%	2%	5%	3%	3%
Language Fluency	Speaks lang. less than 1 year	4%	2%	5%	5%	4%
Education (among those age 25+)	hs-grad	68%	64%	67%	65%	66%
	bachelor	19%	18%	16%	18%	18%
	graduatedegree	8%	10%	8%	9%	9%
Child in Household	child-under18	44%	43%	44%	42%	43%
Pct of Pop. Age 16+	employed	48%	50%	44%	43%	46%
Household Income	income 0-25k	18%	19%	12%	23%	18%
	income 25-50k	26%	23%	20%	31%	25%
	income 50-75k	17%	20%	22%	20%	20%
	income 75-200k	37%	35%	44%	25%	35%
	income 200k-plus	2%	2%	3%	1%	2%
Housing Stats	single family	86%	76%	87%	73%	81%
	multi-family	14%	24%	13%	27%	19%
	rented	32%	44%	31%	47%	38%
	owned	68%	56%	69%	53%	62%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

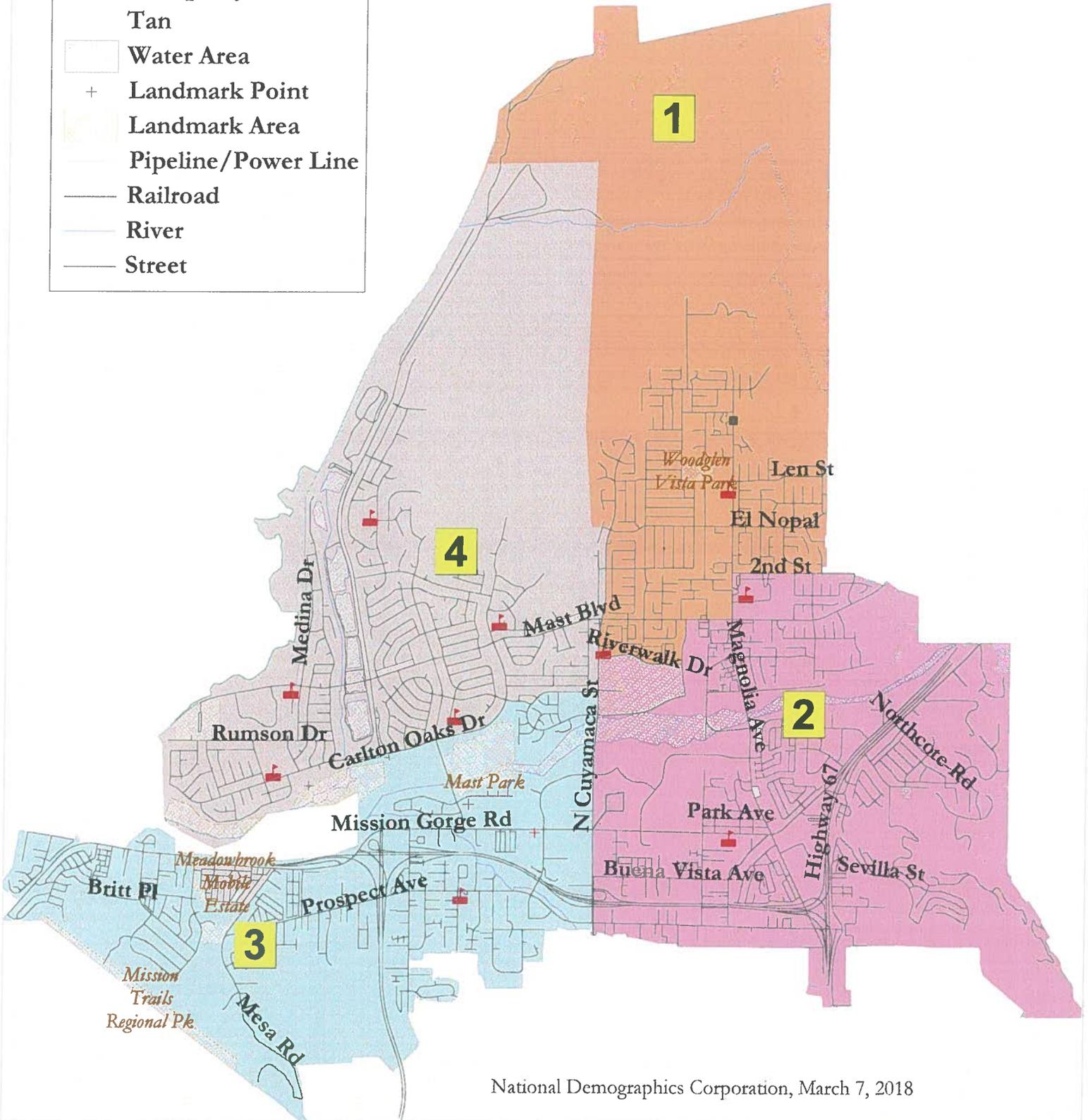
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.

City of Santee Proposed City Council By-District Election Maps

Tan

Map layers

- Tan
- Water Area
- + Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- Street



City of Santee - Tan Map

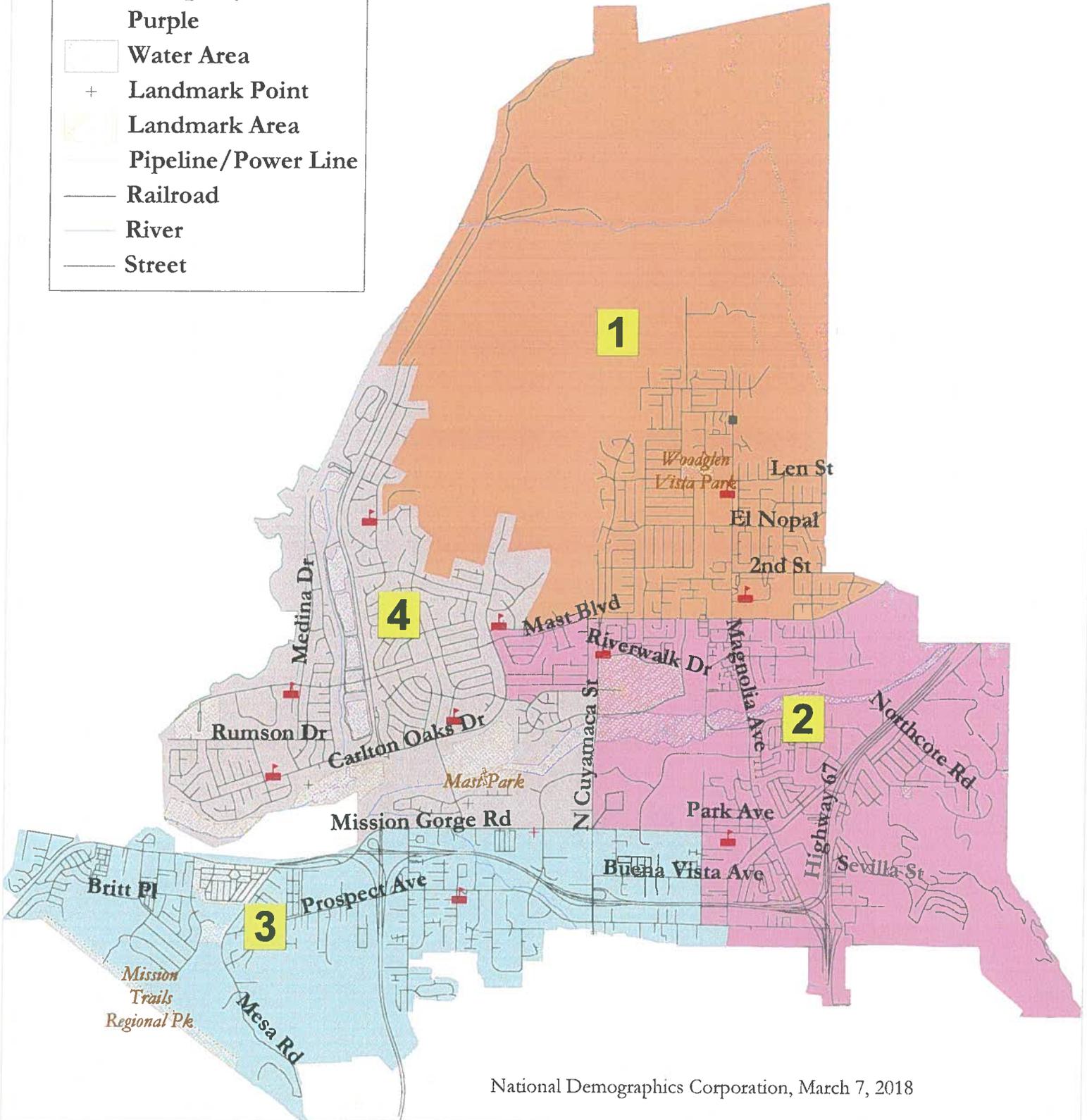
District		1	2	3	4	Total
Ideal	Total Pop	13,164	13,789	13,493	12,967	53,413
13,353	Deviation from ideal	-189	436	140	-386	822
	% Deviation	-1.42%	3.27%	1.05%	-2.89%	6.16%
Total Pop	% Hisp	14%	19%	17%	15%	16%
	% NH White	76%	70%	72%	77%	74%
	% NH Black	2%	3%	3%	1%	2%
	% Asian-American	5%	5%	6%	5%	5%
Citizen Voting Age Pop	Total	9,609	11,118	10,622	9,572	40,921
	% Hisp	13%	14%	14%	15%	14%
	% NH White	79%	77%	76%	75%	76%
	% NH Black	2%	3%	2%	1%	2%
	% Asian/Pac.Isl.	5%	4%	8%	5%	6%
Voter Registration	Total	13,418	14,819	14,158	13,562	55,957
	% Latino est.	10%	13%	12%	11%	12%
	% Asian-Surnamed	1%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	86%	83%	83%	86%	85%
	% NH Black	2%	1%	2%	1%	2%
ACS Pop. Est.	Total	8,678	10,376	9,717	8,867	37,638
Age	age0-19	27%	25%	25%	29%	26%
	age20-60	58%	56%	54%	56%	56%
	age60plus	15%	19%	21%	15%	18%
Immigration	immigrants	6%	5%	6%	7%	6%
	naturalized	8%	13%	14%	11%	11%
Language spoken at home	english	87%	84%	85%	85%	85%
	spanish	8%	9%	9%	10%	9%
	asian-lang	2%	2%	3%	3%	3%
	other lang	3%	5%	4%	2%	3%
Language Fluency	Speaks Eng. Less than Very Well	3%	5%	4%	5%	4%
Education (among those age 25+)	hs-grad	68%	68%	65%	63%	66%
	bachelor	16%	15%	18%	22%	18%
	graduatedegree	8%	8%	9%	9%	9%
Child in Household	child-under18	44%	43%	44%	42%	43%
Pct of Pop. Age 16+	employed	47%	44%	43%	50%	46%
Household Income	income 0-25k	18%	19%	12%	23%	18%
	income 25-50k	26%	23%	20%	31%	25%
	income 50-75k	17%	20%	22%	20%	20%
	income 75-200k	37%	35%	44%	25%	35%
	income 200k-plus	2%	2%	3%	1%	2%
Housing Stats	single family	86%	76%	87%	73%	81%
	multi-family	14%	24%	13%	27%	19%
	rented	32%	44%	31%	47%	38%
	owned	68%	56%	69%	53%	62%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.						

City of Santee Proposed City Council By-District Election Maps

Purple

Map layers

- Purple
- Water Area
- + Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- Street



City of Santee - Purple Map

District		1	2	3	4	Total
Ideal	Total Pop	12,997	13,522	13,306	13,588	53,413
13,353	Deviation from ideal	-356	169	-47	235	591
	% Deviation	-2.67%	1.27%	-0.35%	1.76%	4.43%
Total Pop	% Hisp	14%	18%	18%	15%	16%
	% NH White	77%	70%	71%	76%	74%
	% NH Black	2%	3%	3%	2%	2%
	% Asian-American	4%	5%	6%	5%	5%
Citizen Voting Age Pop	Total	9,312	10,822	10,455	10,331	40,921
	% Hisp	12%	14%	15%	14%	14%
	% NH White	79%	77%	76%	74%	76%
	% NH Black	2%	3%	2%	1%	2%
	% Asian/Pac.Isl.	5%	5%	6%	7%	6%
Voter Registration	Total	12,948	14,788	13,874	14,347	55,957
	% Latino est.	10%	12%	13%	11%	12%
	% Asian-Surnamed	1%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	87%	84%	83%	85%	85%
	% NH Black	1%	1%	2%	1%	2%
ACS Pop. Est.	Total	8,523	10,174	9,717	9,224	37,638
Age	age0-19	27%	25%	24%	29%	26%
	age20-60	57%	58%	53%	56%	56%
	age60plus	16%	17%	23%	15%	18%
Immigration	immigrants	6%	6%	5%	7%	6%
	naturalized	8%	12%	15%	11%	11%
Language spoken at home	english	88%	85%	83%	85%	85%
	spanish	7%	9%	10%	10%	9%
	asian-lang	2%	3%	2%	4%	3%
	other lang	3%	3%	5%	1%	3%
Language Fluency	Speaks Eng. Less than "Very Well"	3%	4%	5%	5%	4%
Education (among those age 25+)	hs-grad	69%	67%	66%	63%	66%
	bachelor	16%	16%	17%	22%	18%
	graduatedegree	8%	9%	9%	9%	9%
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Household Income	income 0-25k	18%	19%	12%	23%	18%
	income 25-50k	26%	23%	20%	31%	25%
	income 50-75k	17%	20%	22%	20%	20%
	income 75-200k	37%	35%	44%	25%	35%
	income 200k-plus	2%	2%	3%	1%	2%
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Under the current Council rotation, 3 council seats are up for election in 2018 and one in 2020. So three of the new Council election districts must hold elections in November 2018. At the time a map is chosen, the Council (based in part on public input) will decide which districts will hold those 2018 elections. The fourth district would then hold a 2020 election.

As part of its move to by-district elections, the City is also considering a change in the Council election cycles. Under this alternative, two Council districts would hold elections every November of even-numbered years. If the City decides to make this change, one of the three districts up for election in November 2018 would be designated as a initial two-year Council term. That designated seat would then hold an election for a regular four-year Council term starting in 2020 and every four years thereafter.

City of Santee
COUNCIL AGENDA STATEMENT

6A

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AN UPDATED PROFESSIONAL SERVICES AGREEMENT WITH ESGIL, A SAFEbuILT COMPANY, FOR CONTINUED BUILDING PERMITTING AND INSPECTION SERVICES AND EXPANDED SUPPORT**

DIRECTOR/DEPARTMENT Melanie Kush, Development Services *MK*

SUMMARY This is a City-Initiated request to update the existing Contract and Statement of Work for Providing Building Inspection Department Services ("Contract") with EsGil Corporation. EsGil Corporation, a SAFEbuilt company, provides building permitting and inspection services for the City of Santee. The company also provides similar building related services for the cities of Poway, Coronado, National City, Lemon Grove, Solana Beach, Del Mar, and Encinitas. The original Contract was signed in 1981 and was amended in 2003. This action would authorize the City Manager to enter into a new Professional Services Agreement with EsGil to update the insurance requirements, expand and clarify EsGil's responsibilities related to emergency response and code compliance, and utilize the City's current Professional Services Agreement template.

Specifically, the Professional Services Agreement would:

1. Provide a building permitting software ("Meritage") for a set-up cost of \$5,000. This software would allow on-line permit application submittals, allow inspectors to record inspections and photographs while at the job site.
2. Maintain the current requirement for timely review of building plans. The plan review timelines range from five (5) business days for a small single-family addition to fifteen (15) business days for commercial projects valued in excess of \$2,000,000.
3. Establish EsGil's responsibilities for supporting the City of Santee in response to disasters including building safety surveys and the rebuilding process.
4. Align the commercial general liability insurance requirements with current City requirements.
5. Specify and expand EsGil's role in the abatement of code compliance cases at no additional cost to the City.

A Professional Services Agreement would continue customized building permit and inspection services, maintain appropriate staffing levels in the Building Division through high and low building activity, and give the City access to resources such as the Meritage permit software. In calendar year 2017, EsGil's average turn-around time for plan checks was six business days and inspections in the field were conducted within 24 hours.

FINANCIAL STATEMENT *for* Under the terms of the updated agreement the City would continue to pay EsGil 75% of the building permit fee revenue. The \$5,000 initial cost for the permitting software would be funded from the adopted FY2017-18 Capital Improvement Program budget (CIP 2015-54).

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*
Adopt the attached resolution authorizing the City Manager to execute a Professional Services Agreement with EsGil (a SAFEbuilt company) for building permitting and inspection services and expanded support.

ATTACHMENTS

Staff Report Resolution Draft Professional Services Agreement
Original Contract w/2003 Amendment

STAFF REPORT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AN UPDATED PROFESSIONAL SERVICES AGREEMENT WITH ESGIL, A SAFEUILT COMPANY, FOR CONTINUED BUILDING PERMITTING AND INSPECTION SERVICES AND EXPANDED SUPPORT

CITY COUNCIL MEETING

MARCH 14, 2018

A. BACKGROUND

This is a city-initiated request to update the existing building services contract with EsGil. In 2016 EsGil Corporation joined SAFEbuilt, and is now known as EsGil, a SAFEbuilt Company. EsGil Corporation ("EsGil") has been providing comprehensive building permitting and inspection services for the City of Santee for over 35 years and provides similar building-related services for the cities of Poway, Coronado, National City, Lemon Grove, Solana Beach, Del Mar, and Encinitas. EsGil provides all building-related services, from receiving permit applications to completing final construction inspections. EsGil is the only company in the San Diego region that is currently equipped and staffed to perform all of these functions.

Under the existing Contract and Statement of Work for Providing Building Inspection Department Services ("Contract"), the City provides work space, computers and office supplies and EsGil provides qualified personnel and vehicles for all their employees. All EsGil plan review engineers and inspectors are International Code Council (ICC) certified. The City pays EsGil with 75% of building fee revenue which is consistent with other jurisdictions for the level of services provided.

B. Rationale in Support of an Updated Agreement

1. Replace outdated 1981 "Contract"

In addition to the acquisition of EsGil by SAFEbuilt, since the original Contract was signed there have been many changes in the regulatory and administrative environment that also necessitate an update to the Contract. Some of the needed changes include increased liability insurance coverage, removal of references to EsGil staff who have retired, an update to the services provided to include code compliance and disaster relief support, and use of the City's current Professional Services Agreement template. The Professional Services Agreement would also

reflect the new company name.

2. Provide essential building services responsive to workload fluctuations without hiring permanent full-time professional and administrative support staff

The Professional Services Agreement will continue to ensure that the building division is appropriately staffed. The City benefits from the staffing flexibility, reliability and access to certified professionals. A stable staffing level in the Building Division ensures timely processing of building plans. The plan review timelines range from five (5) business days for a small single-family addition to fifteen (15) business days for commercial projects valued in excess of \$2,000,000. EsGil provides replacement personnel in the event of illness or vacation of the primary EsGil employees assigned to the City of Santee. EsGil provides additional inspectors if there are more inspection requests than a single inspector can accomplish within a 24-hour period.

Government supervision of EsGil staff and oversight of the Professional Services Agreement will continue to be provided by the Director of Development Services and the Principal Planner. These EsGil staff members also provide a City-Interface with the public when code interpretation questions or issues arise. With EsGil's expertise, issues are quickly resolved.

If Santee hired government employees to fulfill the services currently provided by EsGil, a minimum of four (4) employees would be needed. Positions would include a Building Official, Plans Examiner, Building Inspector, and a Counter Technician. Each of these staff members requires specialized training and certification.

3. Take advantage of access to a permitting software program

A Building Division also requires a means of tracking permits issued, permit inspections, and permits completed. Best practices in this area would include an electronic permitting system with the ability to perform many functions on-line. Santee has no electronic permitting system. In 2017, staff sought out a permit software system. It was ultimately found that the most responsive vendors would provide a system for approximately \$325,000 and would require annual subscription or

maintenance costs.

EsGil's parent company, SAFEbuilt, will provide building permitting software ("Meritage") for a set-up cost of \$5,000. The annual subscription cost of \$13,400 for this software would be absorbed by EsGil, resulting in no cost to the City. This software would allow on-line permit application submittals, allow inspectors to record inspections (and pictures) while on the job site, and would increase building division's on-line presence that would facilitate greater public transparency in the permitting and inspection process.

4. Access to EsGil's technical staff in resolving building code cases without separate invoices for their time.

The existing Contract has no provision for technical support with building code violations. As such, the City has reimbursed EsGil by separate invoice on a case-by-case basis. Now under the SAFEbuilt umbrella EsGil provides code support at no additional cost to the City.

5. Access to EsGil's technical staff in the event of a disaster.

The existing Contract has no provision for disaster response which could include building destruction. The Professional Services Agreement describes the responsibilities for supporting the City of Santee in response to disasters, to include building safety surveys, determinations of building safety for occupancy, and an expedited permitting process for the repair of damaged structures.

C. STAFF RECOMMENDATION

Adopt the attached resolution authorizing the City Manager to execute a Professional Services Agreement with EsGil, a SAFEbuilt company, for building permitting and inspection services and expanded support.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN UPDATED PROFESSIONAL
SERVICES AGREEMENT WITH ESGIL, A SAFEUILT COMPANY, FOR CONTINUED
BUILDING PERMITTING AND INSPECTION SERVICES AND EXPANDED SUPPORT**

WHEREAS, the City of Santee entered into a Contract and Statement of Work for Providing Building Inspection Department Services (“Contract”) with EsGil Corporation on September 1, 1981, whereby EsGil would perform building permitting and inspection services for the City of Santee; and

WHEREAS, the Contract was to remain unless either party terminates the contract, with or without cause, by providing 60 days written notice to the other party; and

WHEREAS, the Contract was amended in 2003 to stipulate the building permit revenue division between the City of Santee and EsGil; and

WHEREAS, in 2016 EsGil was acquired by SAFEbuilt and is now known as “EsGil, a SAFEbuilt company”; and

WHEREAS, changes in insurance requirements and the needs of the City necessitate an update to the Contract; and

WHEREAS, the City and EsGil, a SAFEbuilt company wish to enter into a Professional Services Agreement for continued building permitting and inspection services and expanded support.

NOW, THEREFORE, BE IT RESOLVED that the City of Santee City Council authorizes the City Manager to execute a Professional Services Agreement with EsGil, a SAFEbuilt company, for continued building permitting and inspection services and expanded support.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 14th day of March, 2018, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PEGGY JOHNS, MMC, INTERIM CITY CLERK

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE, CALIFORNIA AND ESGIL, LLC**

This Agreement for Professional Services ("Agreement") is made and entered into this 11th day of December, 2017, by and between the City of Santee, a California charter city ("City") and EsGil, LLC (a SAFEbuilt company), a limited liability company, ("Consultant").

RECITALS

- A. City is a charter city and is in need of professional services for the following project: Building Department Services ("the Project").
- B. City and EsGil entered into a Contract and Statement of Work for Providing Building Inspection Department Services on September 1 1981, with subsequent amendment dated September 1, 2003, ("Contract").
- C. EsGil LLC became a part of SAFEbuilt in 2016.
- D. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- E. The parties' desire by this Agreement to replace the Contract with an updated Professional Services Agreement that reflects current terms, standards, and services to be provided by the Consultant, as described herein.
- F. The "Consultant" name referenced above may be interchangeable as EsGil LLC or SAFEbuilt, without the need for an amendment to the Professional Services Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. **Services**
Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.
- 2. **Compensation**
 - a. Subject to paragraphs 2(b) - (c) below, the City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
 - b. Each week, on-site Consultant staff will reconcile Building Division activity with Finance staff at the City. The reconciliation will take the form of summarizing the date of the transaction, the plan check or building permit number, the sub-amount available for the Consultant - City revenue division, the amount payable to the consultant, the amount payable to the City, and state mandated and other fees not subject to the division of revenue. The format of this reconciliation process may change with the mutual consent of the Consultant and the City.
 - c. Each month Consultant shall furnish the City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail

the same information contained in the weekly reconciliation report as well as charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work 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 paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.

- d. Except as to any charges for work 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; provided however, that untimely invoices may be subject to non-payment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. **Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by the Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

5. **Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the City, and will be turned over to the City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. **Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

7. **Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon receipt of a written

Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. The initial term of this Agreement shall be through June 30, 2021. This Agreement may be extended by mutual written consent of the Parties for two (2) additional one (1) year periods unless terminated sooner pursuant to the provisions of this Agreement or the Work is complete.

8. Delays in Performance

Neither the City nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

9. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.

10. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

13. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a

provision or clause in this Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

14. Insurance

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable

statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptable to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance.

e. Pollution/Asbestos Legal Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.
- (ii) The Consultant, along with all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability.

At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. Minimum Policy Limits Required.

(i) The following insurance limits are required for this Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

h. Evidence Required.

(i) Prior to execution of this Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required.

(i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier

“will endeavor” and “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers.

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an ‘A’ policyholder's rating and a financial rating of not less than “Class VII” according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of this Agreement, the Consultant fails to maintain in full force any insurance required by this Agreement documents the City may terminate this Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

15. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and

defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance. If the Consultant maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Consultant.

16. Confidentiality

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

17. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, each Party shall pay its own costs and attorney's fees.

18. Termination or Abandonment

- 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. Consultant may terminate this Agreement at any time upon thirty (30) days written Notice of Termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

19. Organization

Consultant shall assign Bill Elizarraras, SAFEbuilt Operations Manager as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. 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.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt

requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:
Marlene D. Best
City Manager
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1222

CONSULTANT:
Attn: Thomas P. Wilkas
Title: CFO
SAFEbuilt, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

23. Nondiscrimination

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

24. Solicitation / Hiring of Consultant's Employees

During the term of this Agreement and for one year thereafter, City shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to City pursuant to this Agreement ("Service Providers"), or who interacted with City in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that City hires any such employee during the specified period, City shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE

CONSULTANT EsGil, LLC

By: _____
Marlene Best, City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

EXHIBIT 'A' SCOPE OF SERVICES

1. LIST OF SERVICES

Deputy Building Official Services

- ✓ Manage and help administer the department and report to the City's designated official
- ✓ Be a resource for Consultant team members, City staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and City expectations
- ✓ Provide training for our inspectors on City-adopted codes and local amendments as needed
- ✓ Main point of contact from Consultant for the City and coordinate with other departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for local, state and federal reporting for the City – frequency and content to be mutually agreed upon, and as mandated by state and federal laws
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with City staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Issue stop-work notices for non-conforming activities – as needed
- ✓ Prepare periodic state-mandated updates to the California Building Standards Code, including, but not limited to the California Administrative Code, Energy Code, Mechanical Code, Green Building Standards and Fire Code

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Utilize an educational, informative approach to improve the customer's experience
- ✓ Perform consistent code compliance inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans to ensure they meet adopted codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures, to include ADA compliance measures and hardship waivers
- ✓ Address any issues by documented comment and correction notices/lists to the applicant
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician / Administrative Services

- ✓ Provide qualified individuals to perform the functions of this position to minimize applicant waiting times to obtain a permit

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Mail applicants permits and permit related documents at Consultant's expense
- ✓ Answer questions concerning the building process and requirements at counter or over the phone
- ✓ Form and maintain positive relationships with City staff and maintain a professional image
- ✓ Determine permit fees based on City fee schedule as established by ordinance
- ✓ Ensure that submittal documents are complete
- ✓ Work with the City Clerk to facilitate Public Records Act ("PRA") requests
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for the Board of Zoning Appeals, Planning Commission, and Architectural Board of Review – if needed
- ✓ Provide input, tracking and reporting

Meritage Permitting Software

Provide and maintain the permitting system for the duration of the contract at a cost of \$5,000.00.

Meritage allows for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously – external and internal.

- ✓ Facilitate the transition from current software to Meritage
- ✓ Provide training to City staff

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- ✓ Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- ✓ Determine whether structures are safe for use or if entry should be restricted or prohibited
- ✓ Post the structure with the appropriate placard
- ✓ Coordinate disaster/emergency response with the appropriate local, state or federal agency(ies)
- ✓ Track all hours and expenses for reimbursement from federal agencies when appropriate
- ✓ Survey construction sites for control of debris hazards
- ✓ Coordinate emergency permitting procedures

2. STAFFING RESOURCES

Consultant has the resources to provide additional staffing due to increases in activity levels.

- ✓ Consultant will provide a core team of professionals to maintain a high level of service
- ✓ Consultant will manage the daily operations of the department and handle significant workload activity challenges with maximum benefit to the City
- ✓ In addition to our core team, we have additional resources readily available within the area

As needed, our existing staff of building officials, plans examiners, inspectors, and permit technicians will "float" from other offices in order to provide additional support and backup services.

We have access to an extensive pool of registered, experienced, and customer-focused plans examiners. We have a team of 15 available for the City's projects. With this level of staffing, we will meet your needs. Our staff provides flexibility when managing workloads. During peak workloads, we only work with contractual clients—a current total of 47 in California. As a result, we have never missed agreed upon review times.

Our field Staff is second to none, we will provide Certified Building Inspectors and Permit Technicians to meet the demands of your city. All our Inspectors are ICC certified and have years of experience in the inspection industry. With our unique staffing model we are able to ramp up the amount of inspectors serving a city to complete all inspection/ staffing needs during the busy seasons as well as

downsize our staff at a city when construction slows down.

All plan review engineers and building inspectors are International Code Council (ICC) Certified and are required to have previous experience working in government building departments. Structural reviews are always performed by, or under the supervision of, one of our licensed structural engineers or senior inspectors.

In addition to ICC Certification, all of our plan review and field staff attends various training courses presented by organizations such as ICC and California Building Officials (CALBO), with many of our staff members highly sought-after to lecture, teach, and mentor. We also regularly provide in-house training and cross-training to staff.

Our involvement and support for our local building organizations is a priority for our company and our staff. We are active members of the following organizations:

- ✓ International Code Council (ICC)
- ✓ California Building Officials (CALBO)
- ✓ International Association of Plumbing and Mechanical Officials (IAPMO)
- ✓ International Association Electrical Inspectors (IAEI)
- ✓ Structural Engineers Association (SEAOSD)
- ✓ National Fire Sprinkler Association (NFSA)
- ✓ County Building Officials (CBOAC)
- ✓ American Concrete Institute (ACI)

Along with serving on numerous code committees for these organizations, our staff is also involved with the Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee and the Leadership in Energy and Environmental Design (LEED) Green Building Council.

Our highly credentialed full-time staff of plan review engineers, supervisors, and managers all work in our San Diego office. A centrally located office allows us to maintain a high level of quality control and supervisors immediately available to resolve any issues that may arise. Our managers are always available for designer questions and concerns, policy decisions, problem resolution, applicant appeals, quality control, and supervision.

3. DISPUTE RESOLUTION / ALTERNATIVE SOLUTIONS

- ✓ Interact with our customers on a level that prevents a dispute from occurring
- ✓ Common sense approach to code interpretation, listen and respond to the customer on their terms
- ✓ Follow up directly with individuals to make sure they know they have been heard and work with all parties to find a mutually agreed upon solution
- ✓ Experienced staff members are empowered to work with customers on alternate solutions
- ✓ Employ team members and train them to deliver customer service and de-escalate conflict
- ✓ In the event of a conflict, Consultant will notify the appropriate City staff immediately and make arrangements to resolve the issue

4. ADDITIONAL CONSULTANT OBLIGATIONS

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit, to include fire plan check services as necessary.
- ✓ Assist in ancillary regulations established by the State to be enforced at permit issuance
- ✓ Review submittal documents, request missing information and issue related permits
- ✓ Collect appropriate fees and submit to the City
- ✓ Maintain appropriate building permit records
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Create and maintain all Building Department forms and make available to the public
- ✓ Represent the City and attend meetings to exercise the vote and interests of the City on proposed changes to the model codes
- ✓ Maintain liaison on behalf of the City with regulatory organizations
- ✓ Recommend filing legal actions against code violators and prepare complaints and data
- ✓ Provide vehicles, vehicle maintenance and insurance for Consultant team members
- ✓ Retain records as required by law and the City's record retention policy

- ✓ Serve as Secretary to Board of Appeals and perform the duties of that position
- ✓ Maintain memberships and active involvement to organizations performing code regulatory work

5. CITY OBLIGATIONS

- ✓ All fees will be collected by the City
- ✓ City will provide codes books for front counter use (Consultant will provide code books for Consultant team members)
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

**EXHIBIT 'B'
 SCHEDULE OF CHARGES**

FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	75% of City fee as established by ordinance / resolution
Plan Review Services - excludes engineer review fees	75% of City fee as established by ordinance / resolution
Additional Regulatory Work – as requested by City	75% of City fee as established by ordinance / resolution
Professional Expertise – as requested by City	Cost sharing depends on scope and complexity; to be mutually agreed upon by both Parties.
Inspection and Abatement of Unsafe Buildings	Cost shall be based upon labor rates filed with City on the first days of January and July of each year
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum – requires prior approval from both Parties
Re-Inspection Fee	\$90.00 per hour – one (1) hour minimum
Weekend/After Hours Inspection Fee	\$90.00 per hour – two (2) hour minimum
Permit Technician Services–Two (2) FTE's	Included in percentage of fees above
If Fire plan review is requested by the City	\$160.00 per hour - one (1) hour minimum
Code Enforcement Assistance to City	No Charge to the City

Meritage Permitting Software Fee:	
One-Time Set-Up Fee	\$5,000.00
Set-up fee will be invoiced on Agreement effective date	
All records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the City will be exported into a CSV file and become property of the City. Notwithstanding the proceeding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.	

**EXHIBIT 'C'
ACTIVITY SCHEDULE**

1. TIME OF PERFORMANCE

Services will be performed during City's normal business hours excluding City holidays.

TURN AROUND TIME FRAMES			
INSPECTION SERVICES		Perform inspections called in by 4:00 pm the next business day	
INVESTIGATE CONSTRUCTION STARTED WITHOUT A PERMIT		Perform investigation within seventy-two (72) hours of receipt of complaint	
PRE-SUBMITTAL MEETINGS		Provide pre-submittal meetings to applicants	
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documentation		
	Project Type:	First Comments	Second Comments
	Minor Alterations	Initial Visit – with complete application	At submittal of complete application
	Single-family within	5 business days	5 business days or less
	Multi-family within	10 business days	5 business days or less
	Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	Large commercial within	15 business days	10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

9/81

CONTRACT AND STATEMENT OF WORK
FOR PROVIDING BUILDING INSPECTION DEPARTMENT SERVICES

This contract is made by City of Santee, a municipal Corporation, herein called CITY, and Esgil Corporation, a California corporation, hereinafter called CONTRACTOR.

RECITALS

WHEREAS, CITY desires to employ the services of a contractor to provide Building Inspection Department services involving processing permit applications, reviewing plans and performing field inspections; and

WHEREAS, CITY desires to implement a high level of professional and technical Building Inspection Department services at a cost less than the fees paid by the permit applicants; and

WHEREAS, CITY wishes to minimize applicant waiting times relative to obtaining permits and inspections; and

WHEREAS, CITY does not wish to increase staff size where equal or better services can be provided at a lesser cost to the CITY by using contractor services provided by the private sector; and

WHEREAS, CITY does not wish to risk having to fund deficits incurred in the operation of the Building Inspection Department during low periods of activity in the cyclical construction industry; and

WHEREAS, CITY wishes to avoid conflict of interest problems by contracting with a corporation that performs no work for the private sector and provides services exclusively to government entities; and

WHEREAS, CITY wishes to contract with a firm directed by persons having experience and knowledge in the interpretation and application of complex regulations providing for protection of the public; and

WHEREAS, CITY desires to contract with a firm presently successfully providing contract staff personnel and plan review services to building inspection departments; and

WHEREAS, CONTRACTOR firm's founding directors are both registered Professional Engineers in the state of California and they have served fifteen and thirteen years, respectively, in high level regulatory management positions in local government; and

WHEREAS, CONTRACTOR presently has nine contracts operating to provide a variety of services such as plan review, counter staff personnel and field inspection personnel to the cities of Carlsbad, Lemon Grove, Oceanside, Calexico, Vista, Santa Monica, Lompoc and the Counties of Sacramento and Ventura.

WHEREAS, CONTRACTOR presently has a contract in force to serve as the Building Official in the City of Lemon Grove during the absence of the appointed Building Official; and

WHEREAS, CONTRACTOR is willing to enter into a contract with the CITY to provide Building Inspection Department services to the CITY in accordance with this contract; now

THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, it is agreed between the parties hereto as follows:

SECTION 1. DESIGNATION OF CONTRACTOR

CITY does hereby appoint Esgil Corporation as CONTRACTOR, in a contractual capacity, to review proposed building plans for conformance to regulations contained in the building, plumbing, electrical and mechanical codes; in CITY ordinances governing minor grading; and in State of California laws governing energy conservation in residential and non-residential buildings, provisions for access to buildings by the handicapped and noise attenuation; and to issue permits and perform required inspections related to application of the regulations contained in the above listed codes, ordinances and laws with said work to be performed in accordance with the terms and conditions hereinafter set forth.

SECTION 2. CONFLICT OF INTEREST

The CONTRACTOR expressly affirms that neither the CONTRACTOR Corporation or any of its officers, directors, or employees will perform work or provide services to entities other than government entities during the time this contract is in force in order to ensure the CITY that the CONTRACTOR will not have a conflict of interest in discharging the work covered by this contract.

SECTION 3. WORK TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform the following work relative to providing Building Inspection Department Services:

- a. Provide, in addition to other staff, at least one trained counter person to accept permit applications during City business hours. Provide adequate staff to check plans for completeness and corrections based on the regulations set forth in Section 1 of this contract.
- b. Develop and maintain written lists of corrections needed to have the plans conform to the regulations.
- c. Transmit such correction lists to, and consult with, the applicant or design professional as necessary in order to explain the corrections to be made to have the proposed construction conform to the regulations.
- d. Issue the necessary permits when, in the CONTRACTOR'S opinion, the plans appear to be complete and correct after having been initially plan checked or rechecked.
- e. Inspect the construction in the field to determine if it complies with the approved plans.
- f. Prepare and utilize, to the maximum reasonable extent, public information passout material to assist applicants in understanding the regulations and to provide detailed graphic and other information that will serve as attachments to the applicants plans and ensure that needed technical data will be utilized to govern the construction.
- g. Attend the Annual Business Meetings, and appropriate interim meetings, to exercise the vote and interests of the CITY on proposed changes to the model codes related to complex technical requirements governing earthquake resistant building design, fire-life safety, and plumbing, mechanical and electrical regulations.

- h. Maintain an active liaison with organizations concerned with the regulatory function i.e. The San Diego Chapter of the International Association of Building Inspectors, the International Association of Plumbing and Mechanical Officials, the International Association of Electrical Inspectors, the code writing International Conference of Building Officials, the Structural Engineers Association, the State Department of Housing and Community Development, the State Energy Commission and similar organizations.
- i. Serve as an ex-officio member and Secretary to the Board of Appeals.
- j. Investigate allegations that construction is occurring without required permits having been obtained and take appropriate action to bring the construction into conformance with the regulations.
- k. Serve as a professional-technical resource to the CITY during a time of need or enforce new regulations.

SECTION 4. WORK TO BE PERFORMED BY CITY

The CITY entities responsible for regulating planning and zoning, the dedication of rights-of-way and construction of improvements as a pre-condition to obtaining a building permit, the incorporating of items required by fire ordinances as a pre-condition to obtaining a building permit, and similar entities who exercise a degree of control over the issuance of building permits, shall provide a timely review of those plans for construction that are routed to them and indicate their approval or perform the needed liaison directly with the applicant to resolve any factors that have to be resolved prior to the entity giving their approval.

The CITY shall collect all fees in connection with the

CONTRACTOR performing the work set forth in this agreement and under no condition will such fees be collected by the CONTRACTOR. The CONTRACTOR will, however, review appropriate ordinances and laws and fee schedules and provide to the person designated by the CITY for collection of fees, the amount of such fees to be collected.

SECTION 5. RESOURCES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide, in an established professional manner, and at its own cost and expense all necessary technical, administrative and professional personnel; supplies, materials, equipment and printing; memberships in other than the national code publishing organizations; local vehicles and transportation; office space, utilities, insurance and maintenance in centralized plan checking office on Chesapeake Drive; insurance; and other resources necessary to perform the work specified in this contract all as show in more detailed fashion on ATTACHMENT "A" which ATTACHMENT "A" is a part of this contract.

SECTION 6. RESOURCES TO BE FURNISHED BY CITY

The CITY shall provide, at no charge to the CONTRACTOR, reasonable office space and support utilities and maintenance at a location desired by the CITY and shall provide at no cost to the CONTRACTOR other minor resources and support items such as necessary City maps, documents, telephone, permit records file cabinets, fee collection and deposit; and similar items as shown on ATTACHMENT "A" which ATTACHMENT "A" is a part of this contract.

SECTION 7. ASSIGNMENT OF ADDITIONAL
REGULATORY WORK TO THE CONTRACTOR

The CITY can assign additional regulatory work to the

CONTRACTOR which work is beyond the scope of work described in Section 3. In such instances the CONTRACTOR shall be compensated in accordance with Section 10.

SECTION 8. UTILIZATION OF CONTRACTOR'S
PROFESSIONAL EXPERTISE AND RESOURCES
TO ASSIST THE CITY IN TIME OF NEED

On occasion, the CITY may have need to use the professional expertise and other resources of the CONTRACTOR to perform work beyond the scope of work in Section 3 and Section 7. The CONTRACTOR shall perform such work and compensation shall be in accordance with Section 11.

SECTION 9. COMPENSATION TO CONTRACTOR FOR PROVIDING
BUILDING INSPECTION DEPARTMENT SERVICES

The compensation shall be seventy-five percent of the fees set forth in the Uniform Building Code published by I.C.B.O., in 1979, the Uniform Mechanical Code published by I.A.P.M.O., in 1979, and the Uniform Plumbing Code published by I.A.P.M.O., in 1979. The compensation for electrical permits shall be seventy-five percent of the electrical permit fee schedule, attached hereto as Exhibit "B". Compensation for minor grading permits shall be seventy-five percent of the fees set forth in the City ordinance.

If the fees charged are changed by the CITY's adoption of new editions of the Uniform Codes, or by other ordinances, the CONTRACTOR shall notify the CITY whether he will accept that his compensation will be based on seventy-five percent of those new fees. If CONTRACTOR does not accept, then the old rate of compensation shall continue in effect. If CONTRACTOR accepts the new fees then he shall be paid seventy-five percent

of the new fees on the date they take effect.

The CONTRACTOR shall calculate permit and plan check fees for each permit and identify the portion due the CONTRACTOR.

The valuation multipliers used for fee calculation shall be those valuation modifiers published in the International Conference of Building Officials "Building Standards" magazine in their first publication after the beginning of each calendar year with the effective date of change in valuation modifiers being July 1 of each calendar year. Valuation modifiers not specifically published in the magazine shall be as determined by the CONTRACTOR using available comparable value data.

SECTION 10. COMPENSATION TO CONTRACTOR FOR PERFORMING ADDITIONAL REGULATORY WORK

The compensation to the CONTRACTOR for work described in Section 7 shall be seventy-five percent of the fee recommended for adoption by the CONTRACTOR.

SECTION 11. COMPENSATION TO CONTRACTOR FOR PROVIDING PROFESSIONAL EXPERTISE AND RESOURCES TO THE CITY IN TIME OF NEED

The compensation to the CONTRACTOR for work described in Section 8 shall be the CONTRACTORS labor cost plus fifty-two percent using the labor rates filed with the Contract Officer on July 1 and January 1 of each year.

SECTION 12. EXTRA WORK

The CONTRACTOR shall not perform extra work specified in Sections 7, 8, 10 and 11; without written authorization from the Contract Officer.

SECTION 13. SERVICE LEVEL GOALS

The CONTRACTOR agrees to provide adequate resources to achieve the following service delivery goals relative to timely performance of the work over which the CONTRACTOR has decision authority:

<u>Item</u>	<u>Service Delivery Goal</u>
a. Process applications and issue permits for minor alterations, additions and repairs.	a. Complete the process during the initial visit of the applicant if all pertinent data is presented or known.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <p>b. Process applications and issue permits for new residential structures from one to eight units.</p> | <p>b. Complete the initial plan review process in five work days or less.</p> |
| <p>c. Process applications and issue permits for residential project from 9 to 32 units and for relatively small commercial or industrial project.</p> | <p>c. Complete the initial plan review process in seven work days or less.</p> |
| <p>d. Process applications and issue permits for residential and commercial or industrial projects larger or more complex than the above.</p> | <p>d. Complete the initial plan review process in fifteen work days or less.</p> |
| <p>e. Provide requested inspections in the field.</p> | <p>e. Inspections will be made no later than the first work day following the day of request.</p> |
| <p>f. Investigate complaints alleging construction occurring without the required permits having been obtained.</p> | <p>f. Field investigation to be made within seventy-two hours of receipt of complaint.</p> |

SECTION 14. WORK DAY DEFINITION

For the purpose of measuring performance, the work days specified in Section 9 exclude the work day the applicant submits plans and include the day a plan review has been completed. Work

days do not include Saturdays, Sundays, or City holidays.

SECTION 15. CONTRACTOR PERFORMANCE REPORTING

The CONTRACTOR shall furnish the Contract Officer a monthly report showing the goals listed in Section 9 and the actual performance realized during the prior month.

SECTION 16. DECISION AUTHORITY OF THE CONTRACTOR

Consistent with the authority contained in the law the CONTRACTOR shall have the decision authority consistent with and necessary for the timely and proper enforcement of the laws and ordinances assigned to the CONTRACTOR for enforcement and such decisions shall be consistent with the wording of the regulations, the legal guidance provided by the City Attorney when such decisions are of a nature that would reasonably merit consultation with the City Attorney and they shall also be consistent with the written findings of the Board of Appeals, which Board shall be composed of members qualified by education and experience to evaluate the reasonableness of code interpretations and the proposed use of alternate materials and methods of construction.

SECTION 17. PERFORMANCE LIAISON

The CONTRACTOR shall maintain liaison with appropriate elements of the CITY structure to remain informed and involved in CITY policy and procedures pertinent to the CONTRACTOR'S work.

SECTION 18. CONTRACTOR'S OFFICES

Nothing in this contract is intended to prevent the CONTRACTOR from maintaining office(s) or performing contract work at locations in addition to the office location in the CITY.

SECTION 19. OFFICE HOURS

The CONTRACTOR shall have service delivery hours compatible with office hours maintained by CITY staff.

SECTION 20. TRANSFER OF BUILDING DEPARTMENT FUNCTION FROM THE COUNTY OF SAN DIEGO TO THE CITY

This contract applies to permit applications received by the CITY commencing September 1, 1981. All permit applications and permits in the possession of the County of San Diego prior to September 1, 1981 shall be processed to completion and final disposition by the County of San Diego. The CONTRACTOR shall maintain records for the CITY of permits issued after September 1, 1981 while the County of San Diego will retain records of permits issued prior to September 1, 1981. All permit records maintained for the CITY by the CONTRACTOR shall be the property of the CITY.

SECTION 21. HOLD HARMLESS AGREEMENT

All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and subcontracts of CONTRACTOR and CITY shall not be liable or responsible to them for anything whatsoever other than the liability to CONTRACTOR as set forth in this Agreement.

The CITY, its agents, officers, and employees shall not be liable for any claims, liabilities, penalties, fines, or any damage to goods, properties, or effects of any person whatever, nor for personal injuries or death of any person arising out of or resulting directly or indirectly from any act, error or omission of CONTRACTOR or CONTRACTOR'S agents, employees or representatives.

CONTRACTOR agrees to indemnify and save free and harmless the CITY and its authorized agents, officers, and employees against any of the foregoing liabilities or claims of any kind and any cost and expense that is incurred by the CITY on account of any of the foregoing liabilities unless the liability of claim is due to the CITY'S negligence.

SECTION 22. INSURANCE

CONTRACTOR shall obtain and maintain a policy of liability insurance from an insurance company authorized to be in business in the State of California, in an insurable amount not less than one million dollars (\$1,000,000.00). CONTRACTOR shall obtain and maintain a policy of professional liability and malpractice insurance in the sum of one million dollars (\$1,000,000.00.) This insurance shall be in force during the life of this agreement and shall not be cancelled without 10 days prior notice to CITY.

The CITY shall be named as an additionally insured on these policies. CONTRACTOR shall furnish a certificate of said insurance to CITY providing 10 days notice of cancellation to CITY.

SECTION 23. PERSON DESIGNATED "BUILDING OFFICIAL"

The individual employed by the CONTRACTOR who will serve as the legally designated named "Building Official" is Richard James Esgate.

SECTION 24. DURATION OF CONTRACT

The contract is continuous unless either party elects to terminate the contract, with or without cause, by providing 60 days written notice to the other party.

SECTION 25. WORKERS COMPENSATION INSURANCE

The CONTRACTOR shall obtain Workers Compensation Insurance covering all of its employees as required by law.

SECTION 26. TIMELINESS OF PAYMENTS TO THE CONTRACTOR

Payments due the CONTRACTOR based on a percentage of fees collected shall be credited daily to the deposit account established by the CONTRACTOR at the same facility the CITY uses to deposit collected funds.

Payments due the CONTRACTOR for services performed at the hourly rate shall be billed by the CONTRACTOR on the first work day of the month and payment shall be received by the CONTRACTOR prior to the twenty-fifth day of the month in which the billing was submitted.

A surcharge of one and one-half percent per month shall be added to payments not made within the time periods specified.

SECTION 27. ASSIGNMENT

CONTRACTOR shall not assign this contract without express consent of the CITY.

SECTION 28. CONTRACT INTERPRETATION

ATTORNEYS FEES

If a dispute arises over the interpretation or enforcement of this contract, and litigation is commenced, the prevailing party shall be entitled to an award of attorneys fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1 day of September, 1981.

City of Santee,
a Municipal corporation in
the State of California

By Gene L. Linseforth

ATTEST:

Foretta H. Roper
City Clerk

ESGIL Corporation,
a California Corporation

By Richard James Egate
Contractor

APPROVED AS TO FORM:

Ermine D. Clark
City Attorney

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 1 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
1.	Provide Building Official per law	<ul style="list-style-type: none"> a. Legally designated individual to review plans, issue permits, inspect construction, authorize occupancy. b. Represent CITY and vote on code changes at the annual meeting of the code writing entities. c. Maintain liaison on behalf of CITY with regulatory organizations. d. Recommend filing legal actions against code violators and and prepare complaints and data. e. Secretary to Board of Appeals 	<ul style="list-style-type: none"> a. 100% b. Contribute time to meetings c. 100% d. 100% d. 100% 	<ul style="list-style-type: none"> 0% Travel, food and lodging 0% 0% 0%
2.	Provide management, administrative, plan review, field inspection and clerical staff.	<ul style="list-style-type: none"> a. Necessary for performing the duties assigned to the CONTRACTOR. 	<ul style="list-style-type: none"> a. 100% 	<ul style="list-style-type: none"> 0%

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 2 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
3.	Vehicles and vehicle maintenance and insurance.	a. For CONTRACTOR staff to perform assigned duties.	a. 100%	0%
4.	Provide permit forms and public information passouts	a. Permit forms for applying for permits. Normally the forms involve other departments or CITY entities and CITY controls use.	a. 0%	100%
		b. Informational passouts primarily related to technical information	b. 100%	0%
5.	Office space, utilities, telephone, office maintenance, minor xerox capability, miscellaneous office supplies and common minor support items, desks, chairs and tables.	a. CITY location for convenience of applicants and CITY.	a. 0%	100%
		b. Chesapeake Drive location for major plan checking, clerical work and correspondence work.	b. 100%	0%
		c. Desks, chairs and tables in the CITY office should be provided by CITY as part of CITY facility.	c. 0%	100%
		d. Desks, chairs and tables at the CONTRACTOR'S main plan check office.	d. 100%	0%

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 3 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
6.	File cabinets for permanent CITY records and library of I.C.B.O. Research Reports, I.A.P.M.O. Installation Standards, State Energy Manuals and similar items plus zoning maps, ordinances, flood plain maps and related.	<p>a. The CITY is required to retain certain records and documents related to permits and also has need to maintain a complete library of technical reports used to evaluate proposed methods of construction and use of materials. The CITY will retain possession of all the items in the CITY office.</p> <p>b. Reasonably the CONTRACTOR needs to be furnished copies of maps, ordinances etc. to assist in processing permits.</p>	<p>a. 0%</p> <p>b. 0%</p>	<p>100%</p> <p>100%</p>
7.	Typewriters, testing equipment, calculators, rain gear and similar items.	<p>a. The office plan checking and the field inspectors and stenographic personnel all need various items of equipment to perform their duties.</p>	<p>a. 100%</p>	<p>0%</p>

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 4 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to CONTRACTOR</u>	<u>CITY</u>
8.	Assist in Performance of CONTRACTORS License Law per Sec. 7704 of The Business and Professions Code and the State Workmen's Compensation Law per Sec. 3800 of the Labor Code and enforce Strong Motion Instrumentation Code per Public Resource Code Sec. 2705(a).	a. These are ancillary regulations, established by the State, enforced at the time of permit issuance.	a. 100%	0%
9.	In addition to serving as the Chief Assistant Building Official provide enforcement for the other model codes and laws and ordinances.	a. The building code is the primary document regulating construction on private property but other important CITY and State laws must be enforced i.e. plumbing, electrical, mechanical, energy, noise, minor grading and facilities for the handicapped.	a. 100%	0%

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 5 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
10.	Assist in Enforcement of the Zoning conditions on approved site-plans or approved building plans.	<p>a. The approved building plans should contain all requirements to allow the field inspector to measure conformance during construction.</p> <p>b. Projects, involving other than interior alterations without a change in land use or occupancy, shall be reviewed and approved by the planning and zoning group, the City Engineer and the Fire Officer.</p>	<p>a. 100%</p> <p>b. 0%</p>	<p>0%</p> <p>100%</p>
11.	Serve as Secretary to Board of Appeals	The building code provides for a Board of Appeals composed of members qualified by education and experience to evaluate proposed alternate materials and methods of construction and to provide reasonable interpretations of the code. There is a need for ordinances to establish the Board, develop lists of qualified candidates, process appeals by applicants, establish agendas, record Board actions both by equipment and stenographic means and similar		

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 6 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
11.	(Continued)	a. Perform the Secretary duties	a. 100%	
		b. Nominate Members	b. 50%	50%
		c. Council appoint Members	c.	100%
		d. Legal advisor at meetings	d.	100%
12.	Government memberships in I.C.B.O., I.A.P.M.O.	a. Class A members are the only ones allowed to vote on code changes in the building, plumbing and mechanical codes during the annual business meeting. The CITY should have a membership to be able to exercise their vote on proposed code changes.	a. 0%	100%
		b. The government agency may appoint a person to represent the CITY and cast the CITY'S vote on code changes if the voting representative is present at the meeting. The meetings are held in various cities and require travel, lodging, meals and related expenses.	b. 100%	0%

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 7 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
13.	Memberships in local professional groups i.e. I.C.B.O., I.A.E.I., Structural Engineers, Fire Protect- ion Engineers Association, American Concrete Institute and similar.	a. There is a need to be involved in the various organ- izations performing code regulatory work and to be informed of the latest developments in structural design, etc.	a. 100%	0%
14.	Permit fee collection and deposit.	a. CONTRACTOR will calculate fees to be paid. b. CITY will collect fees and deposit CONTRACTOR'S share in a depository.	a. 100% b. 0%	0% 100%

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 8 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
15.	Postage related to CONTRACTOR mailing items related to permit applications and mailing items where the CITY wishes to notify certain residents of particular events	<p>a. Oftentimes the CONTRACTOR can save applicants a needed trip by mailing items.</p> <p>b. On occasion, the CITY may wish to inform certain land owners of new or pending regulations or similar matters.</p>	<p>a. 100%</p> <p>b. 0%</p>	<p>0%</p> <p>100%</p>
16.	Developing and maintaining a list of Special Inspectors per Sec. 306 of the U.B.C.	<p>a. The building code provides for the Building Official to require the permittee to retain and pay a Special Inspector on complex work or critical elements of a structure.</p>	<p>a. 100%</p>	<p>0%</p>

ATTACHMENT "A" TO CONTRACT AND STATEMENT
OF WORK FOR PROVIDING BUILDING INSPECTION DEPARTMENT
SERVICES TO THE CITY OF SANTEE

(Page 9 of 9)

<u>NO.</u>	<u>WORK ITEM OR RESOURCE REQUIRED</u>	<u>COMMENT</u>	<u>Percent of Cost to: CONTRACTOR</u>	<u>CITY</u>
17.	Inspect and abate unsafe buildings.	a. Occasionally alleged unsafe buildings will have to be inspected and action taken to abate the situation.	Cost sharing would depend on scope and complexity and be as agreed. (Extra work)	

**AMENDMENT TO CONTRACT AND STATEMENT OF WORK FOR PROVIDING
BUILDING INSPECTION DEPARTMENT SERVICES**

This contract amendment is made by the City of Santee, a municipal corporation, herein called CITY, and Esgil Corporation, a California corporation, herein called CONTRACTOR.

Section 9. COMPENSATION TO CONTRACTOR FOR PROVIDING BUILDING INSPECTION DEPARTMENT SERVICES is amended as follows:

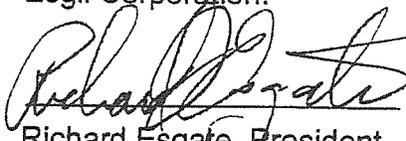
The compensation to the CONTRACTOR shall be seventy-five (75%) percent and to the CITY twenty-five (25%) percent of all fees collected by the Building Inspection Department.

This Amendment is agreed to as of the first day of September, 2003 and shall go into effect as of this date.

City of Santee:


Douglas Williford, Director
Department of Development Services

Esgil Corporation:


Richard Esgate, President
Esgil Corporation

City of Santee
COUNCIL AGENDA STATEMENT

6B

MEETING DATE March 14, 2018

AGENDA ITEM NO.

ITEM TITLE **RESOLUTION ADOPTING AN UPDATED LEGISLATIVE POLICY
MEMORANDUM GOVERNING RECEIPT AND DISTRIBUTION OF TICKETS AND PASSES**

DIRECTOR/DEPARTMENT Peggy Johns, MMC, Interim City Clerk

SUMMARY

On December 9, 2009, the City adopted Legislative Policy Memorandum ("LPM") No. 09-02, entitled "Receipt and Distribution of Tickets and Passes – FPPC Form 802 Filing" which provided that tickets received by or at the behest of a City official, employee, or consultant, must be treated as a gift to that individual. Title 2, Section 18944.1 of the California Code of Regulations (FPPC Reg. § 18944.1), which has been updated since the adoption of LPM 09-02, provides that tickets and passes received by a City official, designated employee, or consultant, are not considered gifts subject to the gift limit, when distributed in accordance with a written ticket distribution policy that meets certain requirements. The ticket policy must contain the following:

- (1) A provision setting forth the public purposes of the agency for which tickets or passes may be distributed;
- (2) A provision requiring that the distribution of any ticket or pass to, or at the behest of, an agency official accomplishes a stated public purpose of the agency;
- (3) A provision prohibiting the transfer of any ticket received by an agency official pursuant to the distribution policy except to members of the official's immediate family or no more than one guest solely for their attendance at the event; and
- (4) The policy must be maintained as a public record and is subject to inspection and copying under Section 81008. The City must post the policy on its website within 30 days of adoption or amendment and send to the FPPC by e-mail the City's website link that displays the policy so that the FPPC may post the link.

Adoption of this policy would mean that tickets and passes received by the City for use by City officials, employees, or consultants, that would otherwise constitute a gift to a public official, designated employee, or consultant, shall be considered exempt from gift limits and reporting requirements, if used for public purposes and distributed in accordance with the LPM.

ENVIRONMENTAL REVIEW Exempt from environmental review under CEQA pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 *et seq.*) section 15061(b)(3).

FINANCIAL STATEMENT ^{jm} N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION ^{MSB}

Adopt the attached Resolution adopting LPM 2018-01, "Receipt and Distribution of Tickets and Passes – FPPC Form 802 Filing."

ATTACHMENTS

Resolution LPM 09-02

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,
ADOPTING AN UPDATED LEGISLATIVE POLICY MEMORANDUM GOVERNING
RECEIPT AND DISTRIBUTION OF TICKETS AND PASSES**

WHEREAS, On December 9, 2009, the City adopted Legislative Policy Memorandum ("LPM") No. 09-02, entitled "Receipt and Distribution of Tickets and Passes – FPPC Form 802 Filing" which provided that tickets received by or at the behest of a City official, employee or consultant must be treated as a gift to that individual; and

WHEREAS, Title 2, Section 18944.1 of the California Code of Regulations (FPPC Regulation 18944.1), which governs the receipt of tickets and passes, has been updated since the adoption of LPM 09-02, and provides that tickets and passes received by the City are not considered gifts subject to the gift limit, when they are distributed in accordance with a written ticket distribution policy that meets certain requirements; and

WHEREAS, to satisfy the requirements of Regulation 18944.1, a ticket distribution policy must contain the following: (1) a provision setting forth the public purposes of the agency for which tickets or passes may be distributed; (2) a provision requiring that the distribution of any ticket or pass to, or at the behest of, an agency official accomplishes a stated public purpose of the agency; (3) a provision prohibiting the transfer of any ticket received by an agency official pursuant to the distribution policy except to members of the official's immediate family or no more than one guest solely for their attendance at the event; and (4) the policy must be maintained as a public record and is subject to inspection and copying under Section 81008. The City must post the policy on its website within 30 days of adoption or amendment and send to the FPPC by e-mail the City's website link that displays the policy so that the FPPC may post the link; and

WHEREAS, Legislative Policy Memorandum 2018-01, entitled "Receipt and Distribution of Tickets and Passes -- Form 802 Filing" and attached to this Resolution as Exhibit "A," meets the requirements of Regulation 18944.1; and

WHEREAS, it is the policy of the City of Santee that tickets and passes received by the City for use by City officials, employees or consultants, that would otherwise constitute a gift to a public official, designated employee or consultant shall be considered exempt from gift limits and reporting requirements, if used for public purposes and distributed in accordance with the attached Legislative Policy Memorandum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santee, California, as follows:

SECTION 1. The attached Legislative Policy Memorandum 2018-01, regarding the distribution of gifted tickets and passes is hereby adopted by the City Council of the City of Santee; and

RESOLUTION NO. _____

SECTION 2. The City Manager is hereby authorized to make changes to the Legislative Policy Memorandum adopted by this Resolution as necessary to comply with California State law and regulations.

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 14th day of March 2018, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

PEGGY JOHNS, INTERIM CITY CLERK

Attachment: Exhibit "A" – LPM 2018-01

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM# 2018-01

DATE: March 14, 2018

APPROVED BY CITY MANAGER: Marlene Best

APPROVED BY CITY ATTORNEY: Shawn Hagerty

ADOPTED BY CITY COUNCIL: March 14, 2018

INITIATED BY: Peggy Johns, MMC, Interim City Clerk

**SUBJECT: UPDATED LEGISLATIVE POLICY RECEIPT AND
DISTRIBUTION OF TICKETS AND PASSES – FORM 802 FILING**

PURPOSE

Public officials and employees and consultants designated in the City's Conflict of Interest Code are required to report gifts aggregating \$50 or more from a single source during a calendar year on their Form 700 Statements of Economic Interests. (Gov. Code § 87210.) In addition, public officials and designated employees and consultants are prohibited from accepting gifts aggregating \$470 or more from a single source in any calendar year. (Gov. Code § 89503.)

Fair Political Practices Commission ("FPPC") Regulation 18944.1 (2 CCR 18944.1) provides that reporting requirements and the gift limit will not apply to a gift of tickets or passes distributed to a public official or designated employee or consultant by his or her agency if certain procedures are followed. Regulation 18944.1 also requires the City to adopt a policy with certain minimum contents in order to distribute tickets or passes to public officials or designated employees or consultants under the provisions of that Regulation. The policy must be posted on the City's website.

This Policy is intended to ensure that all tickets and passes that the City receives from public and private entities and individuals are distributed in furtherance of governmental and/or public purposes.

Nothing in this policy supersedes State law or FPPC regulations. City officials and employees are encouraged to review the appropriate regulations for specific information related to the City Conflict of Interest Code and the filing of Form 700s.

POLICY

The City of Santee adopts the following policy regarding the receipt of Tickets.

Section A - Applicability. This Policy applies to Tickets which provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, and are either:

1. Gratuitously provided to the City by an outside source;
2. Acquired by the City by purchase;
3. Acquired by the City as consideration pursuant to the terms of a contract for the use of City property; or
4. Acquired and distributed by the City in any other manner.
5. This Policy shall only apply to the City's distribution of Tickets to, or at the behest of, a City Official.

This Policy, together with the procedures established pursuant to Section D (4) below, shall supersede and replace any prior City policy governing Tickets to which this Policy applies.

Section B - Scope.

This Policy applies to all elected and appointed officials, as well as all designated City employees.

Section C - Definitions.

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, et seq., as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 et seq., as the same may from time to time be amended).

"City" shall mean and include the City of Santee and any other affiliated agency created or activated by the City Council, and any departments, boards and commissions thereof.

"City Official" shall mean and refer to the City's "public officials," as that term is defined by Government Code Section 82048 and FPPC Regulation 18701. Such term shall include, without limitation, any City board or committee member or other appointed official or designated employee required to file a Statement of Economic Interests (FPPC Form 700).

"Immediate family" shall mean and refer to the spouse and dependent children.

"Policy" shall mean and refer to this Legislative Policy Memorandum.

"Ticket" shall mean and refer to a "ticket" or "pass" as those terms are defined in FPPC Regulation 18946 and referenced in FPPC Regulation 18944.1, both Regulations as being amended from time to time, but which currently define a "ticket" or "pass" as anything that provides access to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

Section D – General Provisions.

1. The use of complimentary Tickets is a privilege extended by City and not the right of any person to which the privilege may from time to time be extended.
2. Tickets distributed to a City Official pursuant to this Policy shall not be transferred to any other person, except to members of such City Official's immediate family solely for their personal use or to no more than one guest solely for their attendance at the event.
3. No person who receives a Ticket pursuant to this Policy shall resell or receive compensation for the value of such Ticket.
4. The City Manager shall have the authority, in his or her sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the City Manager.
5. The City Manager or his or her designee shall be the "Agency Head" for purposes of implementing the provisions of this Policy and completing and posting the FPPC Form 802. In such case where the City Manager desires to obtain a Ticket, the City Council authorizes the City Manager to exercise the City's sole discretion in determining whether the City Manager's use or behest of Tickets is in accordance with the terms of this Policy.
6. No Ticket gratuitously provided to the City by an outside source and distributed to, or at the behest of, a City Official pursuant to this Policy shall be earmarked by the original source for provision to a particular City Official.
7. A Ticket provided to a City Official and one guest of the official at which the official performs a ceremonial role, as defined in FPPC Regulation 18942.3, on behalf of the City must be disclosed on Form 802 as set forth below. Any additional effort by the City to either limit or expand permissible ceremonial roles will require that the revised policy be forwarded to the FPPC.
8. The value of any Ticket shall be the face value of the Ticket.

Section E - Conditions Under Which Tickets May be Distributed.

Subject to the provisions of this Policy, complimentary Tickets may be distributed under the following separate conditions:

1. If the distribution is to a City Official, the City Official reimburses the City for the face value of the Ticket(s).
2. If the distribution is to a City Official, the City Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws and the City complies with the reporting requirements of Section F below.
3. If the distribution is to a City Official or is at the behest of a City Official, such distribution accomplishes a governmental and/or public purpose. The following is a list of governmental and/or public purposes the City may accomplish through the distribution of Tickets. The list is illustrative rather than exhaustive:
 - a. Facilitating the performance of a ceremonial role or function by a City Official on behalf of the City at an event.
 - b. Facilitating the attendance of a City Official at an event where the job duties of the City Official require his or her attendance at the event.
 - c. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
 - d. Promotion of City resources and/or facilities available to City service area residents.
 - e. Promotion of City-run, sponsored or supported community programs or events.
 - f. Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and non-profit organizations benefiting City service area residents.
 - g. Promotion of business activity and development within the City.
 - h. Promotion of City services on a local, state, national or worldwide scale.
 - i. Promotion of City recognition, visibility, and/or profile on a local, state, national or worldwide scale.
 - j. Promotion of open government by City official appearances, participation and/or availability at business and/or community events.

- k. Increasing public exposure to, and awareness of, the various recreational, cultural, and educational venues and facilities available to the public within the City.
 - l. Attracting or rewarding volunteer public service.
 - m. Encouraging or rewarding significant academic, athletic, or public service achievements by residents or businesses of the City service area.
 - n. Attracting and retaining highly qualified employees in the City service.
 - o. Recognizing or rewarding meritorious service by a City employee.
 - p. Promoting enhanced City employee performance or morale.
 - q. Recognizing contributions made to the City by former Board of Directors Members or City employees.
- 4. If the distribution is to an organization outside of the City, such distribution is done pursuant to a public purpose outlined in Section E (3).
 - 5. Subject to the provisions of this Policy, Tickets obtained by the City pursuant to terms of a contract for use of public property because the City controls the event, or, by purchase at fair market value, may be distributed to City Officials. Any distribution must accomplish a governmental and/or public purpose in accordance with Section E (3) above.
 - 6. Any Ticket obtained pursuant to Section E (5) which is distributed to a City official, other than an elected official or member of the governing body of the City, for the official's personal use, to support general employee morale, retention, or to reward public service is also deemed to serve a public purpose. Such Ticket distribution shall be disclosed pursuant to Section F. For purposes of this subsection, "personal use" is defined as use by the official, his or her family, or no more than one guest.
 - 7. Any City Official, any member of the public official's immediate family, or guest of the public official may return any unused ticket to the City for redistribution pursuant to this Policy.
 - 8. The FPPC recognizes the discretion of the Board of Directors to determine whether the distribution of a Ticket serves a legitimate public purpose of the City, provided the determination is consistent with state law.

9. The provisions of this Policy apply only to benefits the City Official receives that are provided to all members of the public with the same class of Ticket.

Section F – Disclosure Requirements.

1. This Policy shall be posted on the City's website in a prominent fashion. City shall, within 30 days of adoption or amendment, send to the FPPC by email a website link that displays the Policy.
2. Tickets distributed by the City to any City Official which the City Official treats as income pursuant to Section E (2) above, or, which are distributed for one or more public purposes described in Section E (3) above, must be recorded on FPPC California Form 802 or, on such alternative form(s) as may from time to time be designated by the FPPC. This form must be maintained as a public record, be subject to inspection and copying as required under Government Code section 81008 (a). Within 45 days City must post these forms on its website and email a website link to the FPPC that displays the Form.
3. Tickets distributed by the City for which the City receives reimbursement from the City Official as provided under Section E (1) above shall not be subject to the disclosure provisions of Section F (2).
4. Tickets distributed by the City to any City official other than an elected official or member of the governing body of the City, for the official's personal use, defined as use by the official, his or her family, or no more than one guest, to support general employee morale, retention, or to reward public service is also deemed to serve a public purpose, as described in Section E (5), shall be disclosed in accordance with Section F (2).
5. For Tickets distributed pursuant to this Policy, the City may post the name of the department or other unit of the City and the number of Tickets provided to the department or other unit in lieu of posting the name of the individual employee(s) as otherwise required.
6. Tickets distributed to an organization outside of the City pursuant to Section E (4), shall be disclosed in accordance with Section F (2) above, but, may be done by posting the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as otherwise required.

Section G – Effective Date.

This Policy shall be in effect as of the date of its adoption.



CITY OF SANTEE

MAYOR
Randy Voepel

CITY COUNCIL
Jack E. Dale
Brian W. Jones
John W. Minto
Hal Ryan

CITY MANAGER
Keith Till

LEGISLATIVE POLICY MEMORANDUM

NUMBER: LPM # 09-02

DATE: December 9, 2009

REVIEWED AND APPROVED BY CITY MANAGER: Keith Till 

REVIEWED AND APPROVED BY CITY ATTORNEY: Shawn Hagerty 

INITIATED BY: Patsy Bell, CMC, Interim City Clerk 

SUBJECT: RECEIPT AND DISTRIBUTION OF TICKETS AND PASSES –
FPPC FORM 802 FILING

PURPOSE

Public officials and employees and consultants designated in the City's Conflict of Interest Code are required to report gifts aggregating \$50 or more from a single source during a calendar year on their Form 700 Statements of Economic Interests. (Gov. C § 87210.) In addition, public officials and designated employees and consultants are prohibited from accepting gifts aggregating \$420¹ or more from a single source in any calendar year. (Gov. C § 89503.)

The Fair Political Practices Commission (FPPC) recently adopted a new regulation (2 CCR 18944.1) which provides that reporting requirements and the gift limit will not apply to a gift of tickets or passes distributed to a public official or designated employee or consultant by his or her agency if certain procedures are followed. Regulation 18944.1 also requires the City to adopt a policy with certain minimum contents in order to distribute tickets or passes to public officials or designated employees or consultants under the provisions of that Regulation. The policy must be posted on the City's website.

Nothing in this policy supersedes State law or FPPC regulations. City officials and employees are encouraged to review the appropriate regulations for specific information related to the City's Conflict of Interest Code and the filing of Form 700s.

POLICY

Any ticket or pass received by or at the behest of a public official, employee or consultant must be treated a gift to that official, employee or consultant for purposes of reporting and the gift limit.

¹ This figure is adjusted every other year.