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**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**

**May 11, 2016  
7:00 PM**

**ROLL CALL:** Mayor Randy Voepel  
Vice Mayor Jack E. Dale  
Council Members Ronn Hall, Rob McNelis and John W. Minto

**LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:**

**ADJOURNMENT IN MEMORY:** B.W. “Stoney” Stone

**PRESENTATION:** City Softball Championship Trophy presentation for varsity softball game between Santana and West Hills High Schools

**PRESENTATION:** Recognition of Santana High School Robotics Team

**PROCLAMATION:** Designating Arbor Day 2016 and recognizing the City of Santee as a *Tree City USA* for 2015

**PROCLAMATION:** National Public Works Week

**PROCLAMATION:** National Small Business Week

**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 before the meeting is called to order. Speakers are limited to 3 minutes.

- (A) **Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
  - (B) **Approval of Meeting Minutes:**
    - **Santee City Council April 13, 2016 Regular Meeting**
    - **Santee Public Financing Authority April 13, 2016 Regular Meeting**
    - **CDC Successor Agency April 13, 2016 Regular Meeting**
  - (C) **Approval of Payment of Demands as presented.**
  - (D) **Adoption of a Resolution initiating proceedings and ordering the preparation of an Engineer's Report for the FY 2016-17 Santee Landscape Maintenance District annual levy of assessments.**
  - (E) **Adoption of a Resolution initiating proceedings and ordering the preparation of an Engineer's Report for the FY 2016-17 Town Center Landscape Maintenance District annual levy of assessments.**
  - (F) **Adoption of a Resolution initiating proceedings and ordering the preparation of an Engineer's Report for the FY 2016-17 Santee Roadway Lighting District annual levy of assessments.**
  - (G) **Adoption of a Resolution authorizing the purchase of new Lifepak® 15 monitors/defibrillators from Physio-Control Incorporated for an amount not to exceed \$141,733 per State of California Multiple Award Schedule (CMAS) contract, authorizing the City Manager to execute all necessary documents and approving additional expenditures up to ten percent of the total purchase amount and declaring replaced equipment as surplus.**
- 2. PUBLIC HEARING:           None**

**3. ORDINANCES:**

- (A) Adoption of an Ordinance amending Section 9.68.030 of the Santee Municipal Code regulating the consumption of alcohol at the Walker Preserve.**

Recommendation:

Introduce and conduct First Reading of the Ordinance and set the Second Reading for the May 25, 2016 Council meeting.

**4. CITY COUNCIL ITEMS AND REPORTS:**

- (A) San Diego Association of Governments (SANDAG) Transportation Funding. (Dale)**

Recommendation:

Receive report.

**5. CONTINUED BUSINESS:           None**

**6. NEW BUSINESS:**

- (A) Authorize the execution of a professional services agreement with Davis Farr, LLP for Audit Services.**

Recommendation:

Authorize the City Manager to execute a professional services agreement with Davis Farr, LLP to provide audit services for three years, FY 2015-16 through FY 2017-18, for an amount not to exceed \$41,500 per year with an option to extend the contract for two additional fiscal years.

- (B) Resolution rescinding an award to Zumar Industries, Inc. and awarding the material supply contract to Safeway Sign Company for the Sign Upgrade Project Material Purchase CIP 2013-10, Federal Project Number HSIPL 5429 (025).**

Recommendation:

Adopt the Resolution rescinding the award of the material supply contract to Zumar Industries, Inc., awarding the material supply contract to Safeway Sign Company for a total amount of \$76,309.91, authorizing the City Manager to execute the contract, and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$38,154.95.

**(C) Acceptance and appropriation of 2015 Urban Area Security Initiative (UASI) Grant Training Funds.**

Recommendation:

Accept and appropriate \$4,186.00 in FY15-17 UASI grant training and backfill overtime reimbursement funds.

**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:**

**(A) CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)

Significant Exposure to Litigation: One case involving Marathon General, Inc.

**(B) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Gov. Code section 54956.8

Property: Parcel 3 of Parcel Map 20177

Real Property Negotiator: City Manager

Negotiating Parties: County of San Diego

Under Negotiation: Price and Terms of Payment

**13. ADJOURNMENT:**



May	05	SPARC	Civic Center Building 7
May	09	Community Oriented Policing Committee	Council Chamber
May	11	City Council Meeting	Council Chamber
May	25	City Council Meeting	Council Chamber
Jun	02	SPARC	Civic Center Building 7
Jun	08	City Council Meeting	Council Chamber
Jun	13	Community Oriented Policing Committee	Council Chamber
Jun	16	Manufactured Home Fair Practices Commission	Council Chamber
Jun	22	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](http://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 202 of the American with Disabilities Act of 1990. 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>Patsy Bell, CMC, 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>May 6, 2016</u> , at <u>4:00 p.m.</u>	
_____ Signature	<u>05/06/16</u> Date

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

ADJ

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      ADJOURNMENT IN MEMORY: B. W. "STONEY" STONE

**DIRECTOR/DEPARTMENT**      Randy Voepel, Mayor

**SUMMARY**

Tonight's meeting will be adjourned in memory of Santee resident also known as "Mr. East County", B. W. "Stoney" Stone. Stoney passed away peacefully in his home Wednesday, April 20, surrounded by his family and loved ones.

Born in Mesa, Arizona in 1925, his family moved to California when he was a young teen. He graduated from Sweetwater High School in 1943 and immediately served in the Army Air Forces from 1943 to 1946. Stoney married his beautiful wife Bonnie in 1955 and shared five children, four grandchildren and two great grandchildren during their 54 year marriage.

Aside from his family, Stoney's greatest passion was helping underprivileged children. He founded the East County Toy and Food Drive, now into its 41<sup>st</sup> year as the largest Holiday charity collection event in East County. Because of Stoney, thousands of East County children have a happier and merrier Christmas. Stoney's Kids and Stoney's Kids Legacy was founded to serve underprivileged kids throughout the year. They have raised over \$800,000 since 1991 to fund programs and provide for the needs for East County kids including after school programs, summer camps, sports equipment, uniforms, shoes for sporting activities, musical instruments for school programs, exercise equipment for the disabled and playground build-outs, to name a few.

Stoney is preceded in death by his wife of 54 years Bonnie; daughter, Michelle Smith; and daughter-in-law, Darlene Stone. He is survived by his four children, Susan Leon, Greg Stone, Bonnie Stone Davis, Tina Kelly (Bob), four grandchildren, Brandon Smith, Broc Kelly, Jarryd Davis, Britney Cardinale, two great grandchildren and a rather large extended family of East County.

A Certificate of Adjournment has been prepared and will be accepted by members of Stoney's family.

**FINANCIAL STATEMENT**    N/A

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION**    ✓ Adjourn in memory of B. W. "Stoney" Stone.

**ATTACHMENTS (Listed Below)**

Certificate of Adjournment.

# *In Deepest Sympathy*

*The Santee City Council This Day Adjourned In Memory of*

**B.W. "Stoney" Stone**

*May 11, 2016*

*Mayor Randy Voepel*

*Vice Mayor Jack E. Dale*

*Council Member Rob McNelis*

*Council Member John W. Minto*

*Council Member Ronn Hall*



**City of Santee**  
**COUNCIL AGENDA STATEMENT**

PRES

**MEETING DATE**

May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**

CITY SOFTBALL CHAMPIONSHIP TROPHY PRESENTATION VARSITY  
SOFTBALL GAME BETWEEN SANTANA AND WEST HILLS HIGH  
SCHOOLS

**DIRECTOR/DEPARTMENT**

Randy Voepel, Mayor

**SUMMARY**

The City's Softball Championship Trophy reflects Council's acknowledgement of our outstanding high schools and promotes the friendly competition between their varsity softball teams.

The Softball Championship Trophy is designed to be a perpetual trophy.

This year's winner was Santana High School. Scheduled to accept the trophy are Coach John Failla and members of the championship team.

In addition to signifying the City's support of both schools and their student bodies, it is hoped that this presentation will reinforce positive values such as teamwork, community spirit, and striving for excellence.

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**

N/A     Completed

**RECOMMENDATION** ✓

Present trophy to Santana High School representatives.

**ATTACHMENTS (Listed Below)**

None.

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

PRES

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      **RECOGNITION OF SANTANA HIGH SCHOOL ROBOTICS TEAM**

**DIRECTOR/DEPARTMENT**      Randy Voepel, Mayor

**SUMMARY**

The Santana High School Sultan Robotics Team competed in the 2016 FIRST Robotics Competition at the Las Vegas Convention from March 31 to April 2. FIRST stands for "For Inspiration and Recognition of Science and Technology." The game was called "FIRST Stronghold." Teams had six weeks to build a robot for the event. The team left Las Vegas as the regional winners, which qualified them for the championship in St. Louis from April 27 to 30, where 24 countries participated! The team placed 61st out of the 75 in their division. They made important connections and received valuable information regarding colleges, scholarships and internship programs from representatives at the event.

As part of the FIRST competition, Santana won the Imagery Award, which is in honor of Jack Kamen, a well-known American illustrator, for his dedication to art and illustration and his devotion to FIRST. This award celebrates attractiveness in engineering and outstanding visual aesthetic integration of machine and team appearance.

The Santana High School Sultan Robotics Team has brought great honor to the Santee community. We're very proud of their accomplishments and have invited the team to the Council meeting to receive some much-deserved recognition. Great job to the team for all their hard work!

**FINANCIAL STATEMENT**    N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**

Present Certificates of Achievement.

**ATTACHMENTS (Listed Below)**

None.

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

PROC

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**            **PROCLAMATION: DESIGNATING ARBOR DAY 2016 AND  
RECOGNIZING THE CITY OF SANTEE AS A TREE CITY  
USA FOR 2015**

**DIRECTOR/DEPARTMENT**            Randy Voepel, Mayor

**SUMMARY**            A National Arbor Day Foundation program, Tree City USA, recognizes U.S. towns and cities that develop comprehensive urban forestry programs.

Tree City USA began as a 1976 Bicentennial project co-sponsored by the National Association of State Foresters and the USDA-Forest Service. The National League of Cities and the U.S. Conference of Mayors are now co-sponsors as well.

To become a Tree City USA, a community must meet four standards: establish a tree board or department, adopt a community tree care ordinance, develop a comprehensive community forestry program, and schedule an Arbor Day observance and proclamation.

Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest.

The National Arbor Day Foundation has named the City of Santee a Tree City USA for 2015. It is the Fourteenth year Santee has received this national recognition.

The City of Santee has also achieved a Tree City USA Growth Award which recognizes environmental improvement and a higher level of tree care in the community as evidenced by additions or significant improvements to the tree program during the past year. It is the second year Santee has received this national recognition.

A representative from the California Department of Forestry and Fire Protection will be making tonight's presentation recognizing Santee as a Tree City USA.

**FINANCIAL STATEMENT**            N/A

**CITY ATTORNEY REVIEW**             N/A             Completed

**RECOMMENDATION**            ✓

Present Proclamation and receive Tree City USA Flag & Plaque from the California Department of Forestry and Fire Protection.

**ATTACHMENTS (Listed Below)**  
Proclamation

# City of Santee, California

## Proclamation

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, 2016 is the 144<sup>th</sup> anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal; and

**WHEREAS**, the City of Santee will be planting 25 trees at Town Center Community Park on May 14<sup>th</sup>, 2016, as part of the San Diego River Park Festival using community volunteer labor.

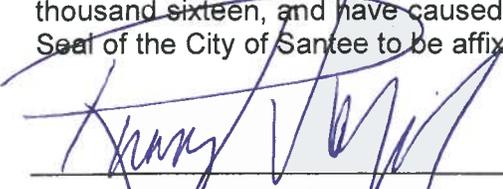
**NOW, THEREFORE**, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim May 11, 2016 as the 144<sup>th</sup> anniversary celebration of

### ARBOR DAY

in the City of Santee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand this Eleventh day of May, two thousand sixteen, and have caused the Official Seal of the City of Santee to be affixed.



  
\_\_\_\_\_  
Mayor Randy Voepel



# City of Santee, California

## Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as power, water, sewers, storm drains, streets and highways, public buildings, parks and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council do hereby proclaim the week of May 15 – 21, 2016 as

### **NATIONAL PUBLIC WORKS WEEK**

in the City of Santee, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this Eleventh day of May, two thousand sixteen, and have caused the Official Seal of the City of Santee to be affixed.

---

Mayor Randy Voepel

City of Santee  
**COUNCIL AGENDA STATEMENT**

PROC

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      PROCLAMATION: NATIONAL SMALL BUSINESS WEEK

**DIRECTOR/DEPARTMENT**      Randy Voepel, Mayor

**SUMMARY**

National Small Business Week is an annual event organized by the U.S. Small Business Administration (SBA) to recognize the achievements and contributions of small businesses across the nation. Each year since 1963, the President of the United States has issued a proclamation calling for the celebration of National Small Business Week, which is set for the first week in May.

This year, National Small Business Week is being recognized from May 1-7 with national events planned in Washington, D.C., New York, Denver, Phoenix, Oakland and San Jose. There are over 28 million small businesses nationwide that contribute to both the local and national economy. According to the SBA, it is estimated that more than half of employed Americans either own or work for a small business and they create about two out of every three new jobs in the U.S. each year.

Locally, the City of Santee and the Santee Chamber of Commerce have formed a partnership with the SBA-sponsored Small Business Development Center (SBDC) to provide free business counseling services at the Chamber offices and low-cost regional workshops for Santee small businesses. A representative from the Santee Chamber of Commerce and a Santee small business owner representing the local business community will be present to receive the City Proclamation for National Small Business Week.

**FINANCIAL STATEMENT**      N/A

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION**       Present proclamation.

**ATTACHMENTS (Listed Below)**

Proclamation.

# City of Santee, California Proclamation

**WHEREAS**, since 1963, the President of the United States has issued a proclamation calling for the celebration of National Small Business Week, to commemorate the achievements and contributions of small businesses nationwide; and

**WHEREAS**, the U.S. Small Business Administration (SBA) has announced National Small Business Week as May 1-7, 2016, with this year's theme "Dream Big, Start Small"; and

**WHEREAS**, there are over 28 million small businesses nationwide that represent a vital segment of the business community and play a key role in invigorating the local and national economy; and

**WHEREAS**, according to the SBA, it is estimated that more than half of employed Americans either own or work for a small business and they create about two out of every three new jobs in the U.S. each year; and

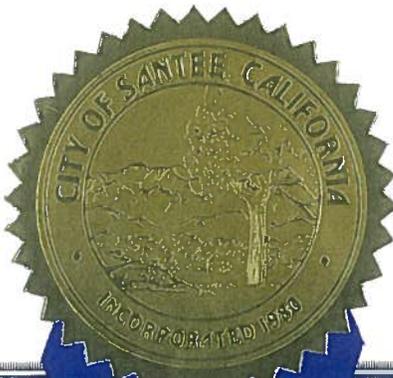
**WHEREAS**, small business owners represent the cornerstone of every community, by creating business opportunity and investment, stimulating job growth, and boosting the local economy.

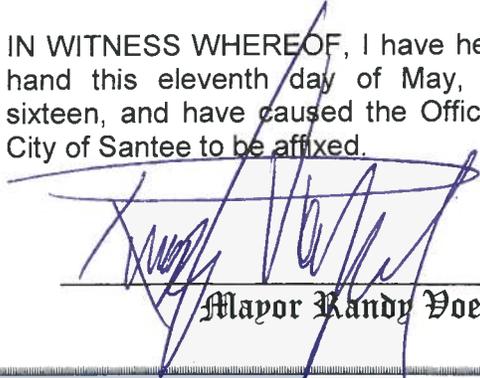
**NOW, THEREFORE**, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim the first week of May, 2016 as

## **"NATIONAL SMALL BUSINESS WEEK"**

in the city of Santee and encourage citizens and community groups to celebrate and recognize the value of small businesses within our community, and support these local small businesses throughout the year by shopping locally.

IN WITNESS WHEREOF, I have hereunto set my hand this eleventh day of May, two thousand sixteen, and have caused the Official Seal of the City of Santee to be affixed.



  
\_\_\_\_\_  
Mayor Randy Voepel

City of Santee  
COUNCIL AGENDA STATEMENT

MEETING DATE     May 11, 2016

AGENDA ITEM NO.

ITEM TITLE     APPROVAL OF MEETING MINUTES: SANTEE CITY COUNCIL, CDC  
SUCCESSOR AGENCY AND THE SANTEE PUBLIC FINANCING  
AUTHORITY REGULAR MEETING OF APRIL 13, 2016.

DIRECTOR/DEPARTMENT     Patsy Bell, City Clerk *PB*

SUMMARY

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

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW      N/A      Completed

RECOMMENDATION

Approve Minutes as presented.

ATTACHMENTS (Listed Below)

April 13, 2016 Minutes

## Minutes

Draft

**Santee City Council  
Community Development Commission  
Santee Public Financing Authority**

**Council Chambers  
10601 Magnolia Avenue  
Santee, California**

**April 13, 2016**

This Regular Meeting of the Santee City Council, the CDC Successor Agency and the Santee Public Financing Authority was called to order by Mayor Randy Voepel at 7:01 p.m.

Council Members present were: Mayor/Chair Randy Voepel, Vice Mayor/Vice Chair Jack E. Dale and Council/Authority Members Ronn Hall, Rob McNelis and John Minto.

Officers present were: City Manager/Authority Secretary Marlene Best, City/Authority Attorney Shawn Hagerty and City Clerk Patsy Bell.

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

The **INVOCATION** was given by Pastor Gary Lawton of Calvary Chapel of Santee and the **PLEDGE OF ALLEGIANCE** was led by Principal Traffic Engineer Minjie Mei.

**ADJOURNMENT IN MEMORY: Agnes D. Michetti**

Council Member McNelis presented the Certificate of Adjournment to Rose Gardner and Sylvia Michetti, Agnes Michetti's daughters, and other family members in attendance.

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

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
- (B) Approval of Meeting Minutes:**
  - **Santee City Council March 9, 2016 Regular Meeting**
  - **Santee Public Financing Authority March 9, 2016 Regular Meeting**
  - **CDC Successor Agency March 9, 2016 Regular Meeting**
- (C) Approval of Payment of Demands as presented.**

**ACTION:** On motion of Council Member McNelis, seconded by Council Member Minto, the Agenda and Consent Calendar were approved as presented with all voting aye.

2. **PUBLIC HEARING:** None

3. **ORDINANCES:** None

4. **CITY COUNCIL ITEMS AND REPORTS:**

Mayor Voepel invited Gary Strawn and Tiffany Swiderski of the San Diego River Park Foundation to provide a report on their clean-up efforts and thanked them for their work.

5. **CONTINUED BUSINESS:**

- (A) **Approval of a Community Facilities District Reimbursement Agreement and a Community Facilities District Advance Deposit Agreement with Pardee Homes, Inc., and authorization of the execution of professional services agreements in consideration of the formation of a Mello-Roos Community Facilities District. (Castlerock) (Continued from 3/23/16)**

Director of Development Services Melanie Kush introduced the item and Public Finance Partner Warren Diven of Best, Best & Krieger presented the staff report and answered Council's questions.

During discussion it was noted that although the annexation has been approved but the jurisdictional change of the property to Santee has not yet happened, Council may consider the initiation of the Community Facilities Districts (CFDs) at this time. Vice Mayor Dale stated that while this project would be a revenue source to support the cost that Santee will incur for police and fire services to this development, it may not in the best interest of the Santee citizens to create the two CFDs, one for infrastructure and one for public safety, at this time.

Attorney Diven noted that approving this step will provide an analysis of the CFDs so that Council can make an informed decision as to whether or not to create the CFDs. The analysis will also provide information on options such as incorporating a built-in annual cost of living adjustment to help keep up with the actual costs of providing services.

**PUBLIC SPEAKERS:**

Available for questions were Shane Spicer, Albert A. Webb Associates, and Sunit Patel, Pardee Homes. Speaking in opposition were Stephen Houlahan and Jeff Winters who additionally requested limiting the project's grading hours.

Draft

City Attorney Shawn Hagerty clarified that the San Diego City Council approved this project two ways; one with annexation and one without annexation. Therefore, the project is moving forward whether or not Santee creates one or both CFDs.

City Manager Marlene Best clarified that approval of staff's recommendation tonight will allow staff to move forward with an analysis at the expense of Pardee; it does not approve the creation of the CFDs.

**ACTION:** On motion of Council Member McNelis, seconded by Council Member Hall, the City Manager was authorized to execute a Community Facilities District Reimbursement Agreement and a Community Facilities District Advance Deposit Agreement with Pardee Homes, Incorporated and to execute professional services agreements with Albert A. Webb Associates, Best Best & Krieger and KNN Public Finance with all voting aye, except Vice Mayor Dale and Council Member Minto who voted no.

**6. NEW BUSINESS:**

- (A) **Approval to issue a purchase order change order to Zoll Medical Corporation to increase the FY 15/16 purchase order amount to \$14,600 for additional as-needed replacement parts and accessories**

Acting Division Chief Brad Peterson presented a brief staff report and answered Council's questions.

**ACTION:** On motion of Council Member Minto, seconded by Council Member Hall, the purchase order change order to Zoll Medical Corporation for an amount not to exceed \$4,600.00 to cover as-needed replacement costs for the remainder of FY 15/16 was approved with all voting aye.

**7. COMMUNICATION FROM THE PUBLIC: None**

**8. CITY MANAGER REPORTS:**

City Manager Marlene Best reported on the following:

- 1) The City is offering free shredding services to the citizens on April 16, 2016;
- 2) The construction being done on SR-67 from April 15-18 and people should avoid that freeway;
- 3) The water rate increase proposal by the Metropolitan Water District of Southern California was defeated and that the City had sent a letter of opposition to the Water District;

Draft

- 4) The City received a merit award from the California Trails & Greenways Foundation for the Walker Preserve Trail; and
- 5) Recognized that it was National Library Week, introduced Santee Librarian Cheryl Cosart and thanked her for her service to the community.

9. **COMMUNITY DEVELOPMENT COMMISSION:**  
(Note: Minutes appear as Item 1B)

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

11. **CITY ATTORNEY REPORTS:**                      None

12. **CLOSED SESSION:**                      None

13. **ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:51 p.m.

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

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Patsy Bell, City Clerk and for  
Authority Secretary Marlene Best

City of Santee  
**COUNCIL AGENDA STATEMENT**

1C

**MEETING DATE**    May 11, 2016                      **AGENDA ITEM NO.**

**ITEM TITLE**        PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT**    Tim K. McDermott/Finance *TM*

**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** *TM*

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

**CITY ATTORNEY REVIEW**     N/A     Completed

**RECOMMENDATION** *MOB*

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>
04/18/16	Accounts Payable	\$ 94,415.35
04/20/16	Accounts Payable	237,195.58
04/27/16	Accounts Payable	647,024.31
04/28/16	Accounts Payable	130,502.74
04/28/16	Payroll	302,072.40
05/02/16	Retiree Medical	<u>5,460.00</u>
	TOTAL	<u>\$ 1,416,670.38</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





Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111774	4/20/2016	10032 CINTAS CORPORATION #694	694196259-D 694196259-S 694196864	51227 51226 51227	CLEANING FLUID DSPNSR SRVC UNIFORM/PARTS CLEANER RNTL CLEANING FLUID DSPNSR SRVC Total :	13.05 46.92 51.71 111.68
111775	4/20/2016	10050 CITY OF EL CAJON	0000013614 HCA0000146		HFTA FEES - 4TH QTR 4TH QTR ASSESSMENT Total :	8,119.00 49,302.00 57,421.00
111776	4/20/2016	10801 CLAIMS MANAGEMENT ASSOC INC	521502 521503		CLAIMS ADMINISTRATION CLAIMS ADMINISTRATION Total :	369.20 589.30 958.50
111777	4/20/2016	10641 COTTONWOOD ELECTRIC	115798	51310	2016 UTILITY TERRAIN VEHICLE Total :	14,630.85 14,630.85
111778	4/20/2016	10039 COUNTY MOTOR PARTS COMPANY INC	309962	51131	VEHICLE REPAIR PART Total :	15.27 15.27
111779	4/20/2016	10486 COUNTY OF SAN DIEGO	201600240		ASSESSORS MAP COPIES Total :	10.00 10.00
111780	4/20/2016	10541 COUNTY OF SAN DIEGO	SN-2015/2016-4		ANIMAL CONTROL SERVICES Total :	83,877.75 83,877.75
111781	4/20/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	H16062281	51194	HVAC REPAIRS Total :	252.00 252.00
111782	4/20/2016	10333 COX COMMUNICATIONS	052335901 105080401		8950 COTTONWOOD AVE 9310 FANITA PKWY Total :	253.82 29.62 283.44
111783	4/20/2016	10595 CUTTER'S EDGE INDUSTRIES INC	032816-5	51067	EQUIPMENT REPAIR Total :	258.10 258.10
111784	4/20/2016	10057 ESGIL CORPORATION	04/04/16-04/08/16		SHARE OF FEES Total :	18,617.34 18,617.34

Bank code : ubqen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
111785	4/20/2016	10580 FASTENAL COMPANY	CAELC61678	51188	YARD SUPPLIES	23.21			
							Total :		23.21
111786	4/20/2016	10251 FEDERAL EXPRESS	1153-6399-9		SHIPPING CHARGES	27.91			
							Total :		27.91
111787	4/20/2016	10196 FIRE PREVENTION SERVICES INC	04132016		WEED ABATEMENT	1,134.64			
							Total :		1,134.64
111788	4/20/2016	10065 GLOBAL POWER GROUP INC	43320	51135	ELECTRICAL REPAIRS	720.00			
							Total :		720.00
111789	4/20/2016	11881 GOODEN, CHRIS	BOOTS-CG2016		STEEL TOE WORK BOOTS	125.67			
							Total :		125.67
111790	4/20/2016	10256 HOME DEPOT CREDIT SERVICES	7153809	51086	STATION SUPPLIES	55.42			
							Total :		55.42
111791	4/20/2016	11233 JIMMIE JOHNSON'S KEARNY MESA	422221	51089	VEHICLE REPAIR PARTS	16.88			
							Total :		16.88
111792	4/20/2016	11680 KOOPMAN, ASHLEY	032516		INSTRUCTOR PAYMENT	300.00			
							Total :		300.00
111793	4/20/2016	12203 LORI ESCALERA DESIGN	3129	51327	MURAL ARTIST	3,291.75			
							Total :		3,291.75
111794	4/20/2016	11986 MARION B BORG ENVIRONMENTAL	SANTEE01-22 SANTEE03-04	51024	FANITA RCH CONSULTING SVCS CONSULTING SVCS	5,530.00 2,275.00			
							Total :		7,805.00
111795	4/20/2016	10079 MEDICO PROFESSIONAL	1781884 1781885	51277 51277	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	20.02 12.68			
							Total :		32.70
111796	4/20/2016	10308 O'REILLY AUTO PARTS	2968-466605	51139	VEHICLE REPAIR PART	8.06			
							Total :		8.06

Voucher List  
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111797	4/20/2016	10344 PADRE DAM MUNICIPAL WATER DIST	24206565 24206698 24218157 24218344 29701296 90000366		10580 PROSPECT AVE 10541 PROSPECT AVE 10054 PROSPECT AVE 10027 PROSPECT AVE SANTEE AREA-FLOATER GROUP BILL	361.27 613.60 385.60 346.99 165.50 16,707.14 <b>18,580.10</b>
111798	4/20/2016	12064 PARSONS BRINCKERHOFF, INC.	626974	51230	SR-52 CORRIDOR STUDY	<b>Total : 13,401.93</b>
111799	4/20/2016	11888 PENSKE FORD	10075150 CM59814	51098 51098	VEHICLE REPAIR PARTS CR - CORE DEPOSIT RETURNED	103.91 -38.06 <b>65.85</b>
111800	4/20/2016	10092 PHOENIX GROUP INFO SYSTEMS	022016031	51337	PARKING CITE SVC	<b>Total : 101.40</b>
111801	4/20/2016	12062 PURETEC INDUSTRIAL WATER	1472656	51224	DEIONIZED WATER SERVICE	90.00
111802	4/20/2016	10095 RASA	4958	51253	MAP CHECK	<b>Total : 90.00</b>
111803	4/20/2016	12319 ROYAL SEAL CONSTRUCTION INC	CD16002S		REFUNDABLE DEPOSIT	<b>Total : 420.00</b>
111804	4/20/2016	10407 SAN DIEGO GAS & ELECTRIC	1067 205 486 8 1067 205 486 8 1067 205 486 8		10285 PROSPECT AVE MP 10285 PROSPECT AVE MP 10285 PROSPECT AVE MP	1,100.75 <b>1,100.75</b>
111805	4/20/2016	10212 SANTEE SCHOOL DISTRICT	2016-3	51143	TEEN CENTER TRANSPORTATION	22.00
111806	4/20/2016	12131 SC FUELS	0559160-IN	51268	VEHICLE SUPPLIES	114.85 40.29 <b>177.14</b>
					<b>Total :</b>	<b>363.00</b>
					<b>Total :</b>	<b>194.26</b>
					<b>Total :</b>	<b>194.26</b>

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111807	4/20/2016	10585 SHARP REES-STEALY MEDICAL	2941343569 2941343994		PRE-EMPLOYMENT PHYSICAL PRE-EMPLOYMENT PHYSICAL	382.00 382.00 <b>764.00</b>
111808	4/20/2016	10584 SHERWIN WILLIAMS CO	5178-8	51335	PAINT	36.09 <b>36.09</b>
111809	4/20/2016	10217 STAPLES BUSINESS ADVANTAGE	3297086316 3297946882	51190 51144	OFFICE SUPPLIES OFFICE SUPPLIES	626.42 11.51 <b>637.93</b>
111810	4/20/2016	12080 STRATTON, WENDY	032716 03272016 03282016		EVENT SUPPLIES EVENT SUPPLIES EVENT SUPPLIES	23.60 3.14 29.06 <b>55.80</b>
111811	4/20/2016	10572 SUNBELT RENTALS INC	59190774-001	51169	EQUIPMENT RENTAL	282.92 <b>282.92</b>
111812	4/20/2016	10121 SUPERIOR READY MIX LP	775419 775420	51191 51191	ASPHALT EMULSION OIL	207.36 156.60 <b>363.96</b>
111813	4/20/2016	10250 THE EAST COUNTY	00040630		CDBG ACTION PUBLIC NOTICE	248.50 <b>248.50</b>
111814	4/20/2016	10158 THE SOCO GROUP INC	0268846-IN CL66530	51149 51288	DELIVERED FUEL FLEET CARD FUELING	1,211.62 1,319.19 <b>2,530.81</b>
111815	4/20/2016	10692 UNITED PARCEL SERVICE	000006150X136		SHIPPING CHARGES	151.57 <b>151.57</b>
111816	4/20/2016	10978 US BANK	4248348 4248349		CDC TAB/2011 SERIES A CDC TAB/2011 SERIES B	1,200.00 1,200.00 <b>2,400.00</b>
111817	4/20/2016	10148 WESTAIR GASES & EQUIPMENT INC	10282340	51184	OXYGEN & SAFETY GLASSES	85.17

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111817	4/20/2016	10148	10148 WESTAIR GASES & EQUIPMENT INC (Continued)			85.17
111818	4/20/2016	10232	XEROX CORPORATION	51152	COPY CHARGES & LEASE	395.34
52 Vouchers for bank code : ubgen						Total :
52 Vouchers in this report						395.34
						Bank total :
						237,195.58
						Total vouchers :
						237,195.58

Prepared by: Nicole S  
 Date: 4-20-16  
 Approved by: Diana Chabon  
 Date: 4-20-16

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111819	4/27/2016	10877 ALIGNMENT EXPRESS OF CA INC	39071 41999		VEHICLE REPAIR CREDIT VEHICLE REPAIR	-394.46 782.22 <b>387.76</b>
111820	4/27/2016	11445 AMERICAN MESSAGING	L1072898QD		FD PAGER SERVICE	<b>145.01</b>
111821	4/27/2016	12083 ANIMAL PEST MANAGEMENT	155917 157169 157170 157171 157172	51232 51232 51232 51232 51232	PEST CONTROL BEE REMOVAL BEE REMOVAL BEE REMOVAL BEE REMOVAL	640.00 120.00 120.00 120.00 120.00 <b>1,120.00</b>
111822	4/27/2016	10018 BENCHMARK LANDSCAPE SVCS INC	125389	51250	IRRIGATION REPAIRS	784.00 <b>784.00</b>
111823	4/27/2016	10020 BEST BEST & KRIEGER LLP	LEGAL SVC MAR 2016		LEGAL SERVICES MARCH 2016	60,490.44 <b>60,490.44</b>
111824	4/27/2016	11513 BOND, ELLEN	05012016-263		MEADOWBROOK HARDSHIP PGRM	28.27 <b>28.27</b>
111825	4/27/2016	10021 BOUND TREE MEDICAL LLC	82108366 82108367 82108368 82109784 82109785 82109786	51124 51273 51273 51273 51124 51273	PHARMACEUTICALS EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS EMS SUPPLIES	42.80 937.56 16.82 658.52 224.36 8.54 <b>1,888.60</b>
111826	4/27/2016	10098 BURNER, RONALD	33116	51213	ATHLETIC FIELD COORDINATOR	2,083.34 <b>2,083.34</b>
111827	4/27/2016	11169 CALIFORNIA WATERS LLC	15726	51126	FOUNTAIN MAINTENANCE	1,525.00 <b>1,525.00</b>

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111828	4/27/2016	10876 CANON SOLUTIONS AMERICA INC	988651876 988651877	51127 51127	PLOTTER MAINT & USAGE SCANNER MAINTENANCE	52.70 60.09 <b>112.79</b>
111829	4/27/2016	10299 CARQUEST AUTO PARTS	11102-395950	51063	VEHICLE REPAIR PARTS	249.47 <b>249.47</b>
111830	4/27/2016	11402 CARROLL, JUDI	05012016-96		MEADOWBROOK HARDSHIP PGRM	28.53 <b>28.53</b>
111831	4/27/2016	10032 CINTAS CORPORATION #694	694198724-S 694198727-D	51226 51227	UNIFORM/PARTS CLEANER RNTL CLEANING FLUID DSPNSR SRVC	46.92 13.05 <b>59.97</b>
111832	4/27/2016	11409 CLAYTON, SYLVIA	05012016-340		MEADOWBROOK HARDSHIP PGRM	29.65 <b>29.65</b>
111833	4/27/2016	11330 CLEANSTREET	81905	51203	STREET SWEEPING	14,876.64 <b>14,876.64</b>
111834	4/27/2016	10035 COMPETITIVE METALS INC	213279	51066	METAL PIPE	17.63 <b>17.63</b>
111835	4/27/2016	10268 COOPER, JACKIE	May 1, 2016		RETIREE HEALTH PAYMENT	91.00 <b>91.00</b>
111836	4/27/2016	12153 CORODATA RECORDS	RS4228115		DOCUMENT RETRIEVAL	275.74 <b>275.74</b>
111837	4/27/2016	10358 COUNTY OF SAN DIEGO	16CTOFSAN09 16CTOFSASN09	51222	SHERIFF RADIOS 800 MHZ ACCESS (FIRE/PS)	4,345.00 1,265.00 <b>5,610.00</b>
111838	4/27/2016	10711 COUNTY OF SAN DIEGO	2016-PWCP-1023 2016-PWCP-1028		STORMWATER PROGRAM STORMWATER PROGRAM	6,895.00 82,652.00 <b>89,547.00</b>
111839	4/27/2016	10040 COUNTYWIDE MECHANICAL SYSTEMS	H16062660	51194	HVAC REPAIRS	2,882.70

Voucher List  
CITY OF SANTEE

Voucher	Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
111839	ubgen	4/27/2016	10040	10040 COUNTYWIDE MECHANICAL SYSTEM (Continued)			
111840		4/27/2016	10333	COX COMMUNICATIONS	066401501	10601 N MAGNOLIA AVE	<b>Total :</b> 2,882.70
111841		4/27/2016	12255	CREST EQUIPMENT INC	5039	PROSPECT AVENUE SIDEWALKS	38.76
					5039R	RETENTION	<b>Total :</b> 38.76
111842		4/27/2016	10142	CSA SAN DIEGO COUNTY	364	CDBG SUBRECIPIENT	149,565.00
111843		4/27/2016	10043	D & D SERVICES INC	12514	ANIMAL DISPOSAL - MARCH	-7,478.25
111844		4/27/2016	10045	DIAMOND ENVIRONMENTAL SERVICES	0000665969	PORTABLE TOILET RNTL SVC	<b>Total :</b> 142,086.75
111845		4/27/2016	11509	ENV PRODUCTIONS INC	RPF051406	RIVER PARK FESTIVAL	1,062.56
111846		4/27/2016	10057	ESGIL CORPORATION	04/11/16-04/15/16	SHARE OF FEES	<b>Total :</b> 1,062.56
111847		4/27/2016	10058	ETS PRODUCTIONS INC	11889	RIVER PARK FESTIVAL	850.00
111848		4/27/2016	10580	FASTENAL COMPANY	CAELC61550	YARD SUPPLIES	<b>Total :</b> 850.00
111849		4/27/2016	10251	FEDERAL EXPRESS	5-385-24624	SHIPPING CHARGES	12,007.77
111850		4/27/2016	10060	FIRE SERVICE SPEC & SUPPLY	8702	EQUIPMENT REPAIR	<b>Total :</b> 12,007.77
111851		4/27/2016	10065	GLOBAL POWER GROUP INC	43321	ELECTRICAL REPAIRS	1,432.00
					43322	ELECTRICAL REPAIRS	<b>Total :</b> 1,432.00

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111851	4/27/2016	10065 GLOBAL POWER GROUP INC	(Continued)			
111852	4/27/2016	11196 HD SUPPLY FACILITIES	9144730707	51136	STATION SUPPLIES	<b>Total : 603.28</b>
111853	4/27/2016	10256 HOME DEPOT CREDIT SERVICES	3070963	51086	CREDIT	666.36
			3972275	51086	STATION SUPPLIES	154.46
			8154132	51086	STATION SUPPLIES	83.46
			9154115	51086	VEHICLE SUPPLIES	9.20
111854	4/27/2016	10271 HORAN, BERNICE	May 1, 2016		RETIREE HEALTH PAYMENT	<b>Total : 214.81</b>
111855	4/27/2016	10198 HYDRO SCAPE PRODUCTS	9533086-00	51172	IRRIGATION SUPPLIES	547.00
			9533086-01	51172	IRRIGATION SUPPLIES	585.90
			9533086-02	51172	IRRIGATION SUPPLIES	19.10
			9543007-00	51172	IRRIGATION SUPPLIES	110.38
			9549363-00	51172	IRRIGATION SUPPLIES	418.82
			9560934-00	51172	IRRIGATION SUPPLIES	1,603.66
111856	4/27/2016	10075 IRON MOUNTAIN INFO MGMT INC	200918948		DATA STORAGE	<b>Total : 3,284.86</b>
111857	4/27/2016	11233 JIMMIE JOHNSON'S KEARNY MESA	422990	51309	VEHICLE REPLACEMENT PARTS	186.30
			422990-1	51309	VEHICLE REPAIR PARTS	413.62
			CTCS417812-CR	51089	VEHICLE REPAIR CREDIT	216.80
111858	4/27/2016	10151 KONICA MINOLTA BUSINESS	9002308157	51189	COPIER MAINT & USAGE	-75.67
			9002331087	51092	COPIER MAINT & USAGE	<b>Total : 554.75</b>
111859	4/27/2016	10720 MALL MEDIA INC	20849U		SPRING EGGSTRAVAGANZA	41.78
111860	4/27/2016	10538 MEALS ON WHEELS	04042016	51264	CDBG SUBRECIPIENT	148.43
						<b>Total : 1,011.18</b>
						2,000.00

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111860	4/27/2016	10538 MEALS ON WHEELS	1785170	51277	MEDICAL LINEN SERVICE	2,000.00
111861	4/27/2016	10079 MEDICO PROFESSIONAL	1785171	51277	MEDICAL LINEN SERVICE	20.02
111862	4/27/2016	10238 MILLER, STEVE	CE050839		PARTS - PUMP STATION #2	16.14
111863	4/27/2016	11029 MISSION JANITORIAL SUPPLIES	500771-02	51160	JANITORIAL SUPPLIES	36.16
111864	4/27/2016	10451 NEOPOST USA INC	53568142	51094	POSTAGE METER RENTAL	223.83
111865	4/27/2016	10218 OFFICE DEPOT	825176256001A 825176256001B	51096	BUSINESS CARDS BUSINESS CARDS	223.83
111866	4/27/2016	10344 PADRE DAM MUNICIPAL WATER DIST	90000367		GROUP BILL	344.30
111867	4/27/2016	12064 PARSONS BRINCKERHOFF, INC.	620207	51230	SR-52 CORRIDOR STUDY	162.00
111868	4/27/2016	11442 PATTERSON, LUANNE	05012016-225		MEADOWBROOK HARDSHIP PGRM	141.27
111869	4/27/2016	10093 PLAYPOWER LT FARMINGTON INC	1400198826	51200	PLAYGROUND EQUIPMENT	18.96
111870	4/27/2016	10770 PREHOSPITAL EMS GROSSMONT	33116		ANNUAL ACLS CERTIFICATION	160.23
111871	4/27/2016	10161 PRIZM JANITORIAL SERVICES INC	10058	51174	JANITORIAL SERVICES	9,473.94
111872	4/27/2016	10101 PROFESSIONAL MEDICAL SUPPLY	Z983327	51099	OXYGEN CYLINDERS & REFILLS	22,593.58
					<b>Total :</b>	<b>9,473.94</b>
					<b>Total :</b>	<b>9,473.94</b>
					<b>Total :</b>	<b>22,593.58</b>
					<b>Total :</b>	<b>27.35</b>
					<b>Total :</b>	<b>27.35</b>
					<b>Total :</b>	<b>2,797.71</b>
					<b>Total :</b>	<b>2,797.71</b>
					<b>Total :</b>	<b>700.00</b>
					<b>Total :</b>	<b>700.00</b>
					<b>Total :</b>	<b>1,973.85</b>
					<b>Total :</b>	<b>1,973.85</b>
					<b>Total :</b>	<b>98.30</b>

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111872	4/27/2016	10101 PROFESSIONAL MEDICAL SUPPLY	(Continued) Z983328 Z983329 Z983330	51099 51099 51099	OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS OXYGEN CYLINDERS & REFILLS Total :	84.00 56.70 144.80 383.80
111873	4/27/2016	12062 PURETEC INDUSTRIAL WATER	1474316 1474317 1474318	51224 51224 51225	DEIONIZED WATER SERVICE DEIONIZED WATER SERVICE DI RENTAL Total :	45.00 45.00 30.00 120.00
111874	4/27/2016	11715 PURPLE TENNIS NATION	20162		INSTRUCTOR PAYMENT	400.00
111875	4/27/2016	12237 RAYON, KYLE	May 1, 2016		RETIREE HEALTH PAYMENT	91.00
111876	4/27/2016	12256 ROE, DARLENE	05012016-318		MEADOWBROOK HARDSHIP PGRN Total :	28.73 28.73
111877	4/27/2016	10407 SAN DIEGO GAS & ELECTRIC	3422 380 562 8 4394 020 550 9 7990 068 577 7 8509 742 169 4		GAS TAX LMD PARKS CITY HALL GROUP BILL Total :	105.46 3,601.11 11,330.04 5,537.53 20,574.14
111878	4/27/2016	10107 SANTEE MINISTERIAL COUNCIL	03312016	51265	CDBG SUBRECIPIENT	3,061.14
111879	4/27/2016	10768 SANTEE SCHOOL DISTRICT	7455 7456	51155 51142	1/3 SHARED WATER - FEB IRRIGATION/MOWING RIO SECO Total :	342.91 554.05 896.96
111880	4/27/2016	10584 SHERWIN WILLIAMS CO	5324-8	51335	PAINT	45.73
111881	4/27/2016	11403 ST. JOHN, LYNNE	05012016-78		MEADOWBROOK HARDSHIP PGRN Total :	28.40 28.40

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111881	4/27/2016	11403 11403 ST. JOHN, LYNNE	(Continued)			
111882	4/27/2016	10217 STAPLES BUSINESS ADVANTAGE	3297741665 3297946875 3297946883	51171 51190 51171	OFFICE SUPPLIES CREDIT OFFICE SUPPLIES	Total : 28.40 4.09 -121.81 208.07 90.35
111883	4/27/2016	10478 STATE BOARD OF EQUALIZATION	JAN - MAR 2016		SALES/USE TAX JAN-MAR 2016	Total : 546.00 546.00
111884	4/27/2016	12080 STRATTON, WENDY	04182016		VOLUNTEER APPRECIATION	Total : 64.45 64.45
111885	4/27/2016	11727 TC CONSTRUCTION CO INC	26886 26886R	51254	BUENA VISTA & RAILROAD AVE RETENTION	Total : 237,150.79 -11,857.54 225,293.25
111886	4/27/2016	10250 THE EAST COUNTY	20100931		PUB ORD 539	Total : 948.50 948.50
111887	4/27/2016	10158 THE SOCO GROUP INC	CL66887 CL67645	51288 51288	FLEET CARD FUELING FLEET CARD FUELING	Total : 572.07 287.27 859.34
111888	4/27/2016	10479 TIRE CENTERS LLC	8720168005	51150	TIRES - V165	Total : 1,017.82 1,017.82
111889	4/27/2016	10133 UNDERGROUND SERVICE ALERT	320160687	51109	DIG ALERT SERVICES	Total : 127.50 127.50
111890	4/27/2016	10475 VERIZON WIRELESS	9763573201		CELL PHONE SERVICE	Total : 1,071.25 1,071.25
111891	4/27/2016	10211 VISION INTERNET PROVIDERS	32455		WEB HOSTING	Total : 200.00 200.00
111892	4/27/2016	12321 WINET PATRICK GAYER	P21509		SUBPOENA REFUND	Total : 252.70 252.70

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111892	4/27/2016	12321 WINET PATRICK GAYER	(Continued)			
111893	4/27/2016	10317 WM HEALTHCARE SOLUTIONS INC	0328466-2793-6	51223	BIOMEDICAL WASTE DISPOSAL	88.73
			0328467-2793-4	51223	BIOMEDICAL WASTE DISPOSAL	88.75
					<b>Total :</b>	<b>177.48</b>
111894	4/27/2016	10232 XEROX CORPORATION	084065498	51216	COPY CHARGES	32.17
			084065499	51119	COPY CHARGES & LEASE	507.16
			08406550	51118	COPY CHARGES	70.59
			084065501	51115	COPY CHARGES AND LEASE - MAF	199.65
			084065502	51151	COPY CHARGES & LEASE	139.55
			084065503	51193	COPY CHARGES & LEASE	307.89
			084065504	51192	COPY CHARGES & LEASE	200.80
					<b>Total :</b>	<b>1,457.81</b>

76 Vouchers for bank code : ubgen

76 Vouchers in this report

Bank total : 647,024.31  
Total vouchers : 647,024.31

Prepared by: Michelle S...  
Date: 04-27-16

Approved by: [Signature]  
Date: 4-27-16

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111895	4/28/2016	10780 COUNTY OF SAN DIEGO SHERIFF	PPE 04/20/16		DISBURSEMENT FEE	12.00
			PPE 04/20/16 W/O		WITHHOLDING ORDER	832.50
					<b>Total :</b>	<b>844.50</b>
111896	4/28/2016	10508 LIFE INSURANCE COMPANY OF	April 2016		LIFE INSURANCE	2,670.91
111897	4/28/2016	10779 NATIONAL BENEFIT SERVICES LLC	PPE 04/20/16		FLEXIBLE SPENDING ACCOUNT	<b>2,670.91</b>
111898	4/28/2016	10784 NATIONAL UNION FIRE INSURANCE	April 2016		VOLUNTARY AD&D	2,048.73
					<b>Total :</b>	<b>2,048.73</b>
111899	4/28/2016	10353 PERS	04 16 4		RETIREMENT PAYMENT	117.86
					<b>Total :</b>	<b>117.86</b>
111900	4/28/2016	10335 SAN DIEGO FIREFIGHTERS FEDERAL	April 2016		LONG TERM DISABILITY-SAFETY	89,245.64
					<b>Total :</b>	<b>89,245.64</b>
111901	4/28/2016	10424 SANTEE FIREFIGHTERS	PPE 04/20/16		DUES/PEC/BENEVOLENT/BC EXP	1,127.00
					<b>Total :</b>	<b>1,127.00</b>
111902	4/28/2016	10776 STATE OF CALIFORNIA	PPE 04/20/16		WITHHOLDING ORDER	2,370.99
					<b>Total :</b>	<b>2,370.99</b>
111903	4/28/2016	10783 UNITED WAY OF SAN DIEGO COUNTY	April 2016		UNITED WAY	267.69
					<b>Total :</b>	<b>267.69</b>
111904	4/28/2016	10001 US BANK	PPE 04/20/16		PARS RETIREMENT	183.00
					<b>Total :</b>	<b>183.00</b>
111905	4/28/2016	10959 VANTAGE TRANSFER AGENT/457	PPE 04/20/16		ICMA - 457	710.08
					<b>Total :</b>	<b>710.08</b>
111906	4/28/2016	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 04/20/16		RETIREE HEALTH SAVINGS ACCOL	27,604.00
					<b>Total :</b>	<b>27,604.00</b>
					<b>Total :</b>	<b>3,312.34</b>
					<b>Total :</b>	<b>3,312.34</b>

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

12 Vouchers for bank code : ubgen

12 Vouchers in this report

Bank total : 130,502.74

Total vouchers : 130,502.74

Prepared by: Made for  
 Date: 4-28-16

Approved by: [Signature]  
 Date: 4-28-16

City of Santee  
**COUNCIL AGENDA STATEMENT**

1D

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR THE FY 2016-17 SANTEE LANDSCAPE MAINTENANCE DISTRICT ANNUAL LEVY OF ASSESSMENTS

**DIRECTOR/DEPARTMENT**      Tim K. McDermott, Director of Finance *TKM*

**SUMMARY**      Santee Landscape Maintenance District ("SLMD") is a City-wide district and is comprised of 18 zones, ten of which are assessed and maintained by the City. A combination of contract maintenance and City forces maintain the zones. Maps depicting each zone and the areas of maintenance are attached.

The City Council is required to take three distinct steps in order to proceed with the annual levy of assessments. First, the City Council must formally initiate the proceedings and direct the preparation of an engineer's report, analyzing existing and proposed improvement to the District. Second, the City Council must take formal action to either approve or modify and approve the proposed engineer's report, formally declare its intention to provide for the annual levy of assessments and provide notice of a public hearing. Finally, the City Council must hold the public hearing and provide for the annual levy of assessments.

This item takes the necessary first step in the process by initiating proceedings and ordering the preparation of an engineer's report. The second step involving the approval of the proposed engineer's report and declaring the intention to levy assessments and providing notice of a public hearing is scheduled to occur at the May 25, 2016 City Council meeting. The final step of holding the public hearing and providing for the annual levy of assessments is scheduled to occur at the July 13, 2016 City Council meeting.

*TKM*  
**FINANCIAL STATEMENT**      Funding for the preparation of the engineer's report is included in the FY 2015-16 adopted budget.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MDB*      Adopt the resolution to initiate proceedings and order the preparation of an engineer's report.

**ATTACHMENTS (Listed Below)**

- 1) Resolution Initiating Proceedings and Ordering the Preparation of an Engineer's Report for the FY 2016-17 SLMD Annual Levy of Assessments

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN  
ENGINEER'S REPORT FOR THE FY 2016-17 SANTEE LANDSCAPE  
MAINTENANCE DISTRICT ANNUAL LEVY OF ASSESSMENTS**

**WHEREAS**, the City Council of the City of Santee desires to initiate proceedings for the annual levy of assessments for a landscape district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, Article XIII D of the California Constitution, and the Proposition 218 Omnibus Implementation Act (commencing with California Government Code Section 53750) (collectively the "Law"), in what is known and designated as: **SANTEE LANDSCAPE MAINTENANCE DISTRICT** ("District"); and

**WHEREAS**, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2016; and

**WHEREAS**, there has been submitted to this City Council for its consideration at this time, diagrams, copies of which are attached hereto and by this reference incorporated herein, showing the boundaries of the areas of assessment for the above referenced fiscal year, said diagrams showing and further describing in general the improvements proposed to be maintained in said District, said description being sufficient to identify the areas proposed to be assessed for said maintenance thereof; and

**WHEREAS**, there are no proposed new improvements or any substantial changes in existing improvements; and

**WHEREAS**, the Law requires a written report, consisting of: plans and specifications of the area of the improvements to be maintained; an estimate of the costs for maintaining the improvements, including incidental expenses in connection therewith; a diagram of the areas proposed to be assessed; and a parcel-by-parcel listing of the assessments of the estimated costs for maintaining the improvements in proportion to the special benefits to be conferred on such parcels.

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

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That diagrams, entitled **SANTEE LANDSCAPE MAINTENANCE DISTRICT** as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the improvements to be maintained, are hereby approved, and copies thereof shall be on file in the City Clerk's Office and open to public inspection. The proposed parcels and properties within said areas are those to be assessed to pay certain costs and expenses for said maintenance.

**RESOLUTION NO.**

**SECTION 3.** That the maintenance work within the area proposed to be assessed shall be the maintenance or servicing, or both, of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof in accordance with the Law.

**SECTION 4.** There are no proposed new improvements or any substantial changes to existing improvements.

**SECTION 5.** That the Director of Finance is hereby ordered to cause to be prepared and to file with this City Council, the Report relating to said annual assessment and levy in accordance with the Law.

**SECTION 6.** That upon completion, said Report shall be filed with the City Clerk, who shall then provide all notices required by law regarding the intent to approve assessments and hold a public hearing and submit the report to this city council for its consideration pursuant to sections 22623 and 22624 of the streets and highways code.

**ADOPTED** by the City Council of the City of Santee, California, at a regular meeting thereof held this 11<sup>th</sup> day of May, 2016, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**RANDY VOEPEL, MAYOR**

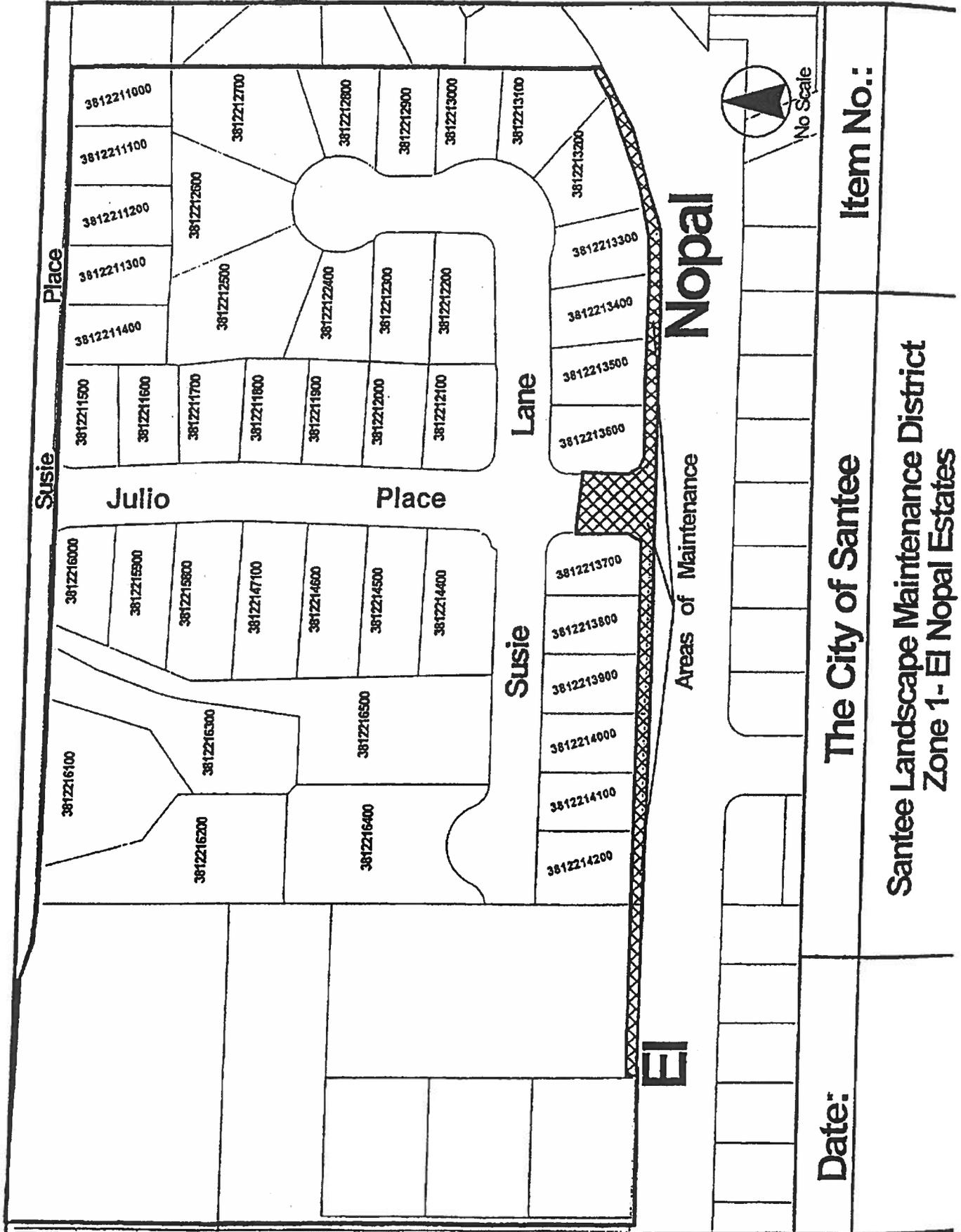
**ATTEST:**

---

**PATSY BELL, CMC, CITY CLERK**

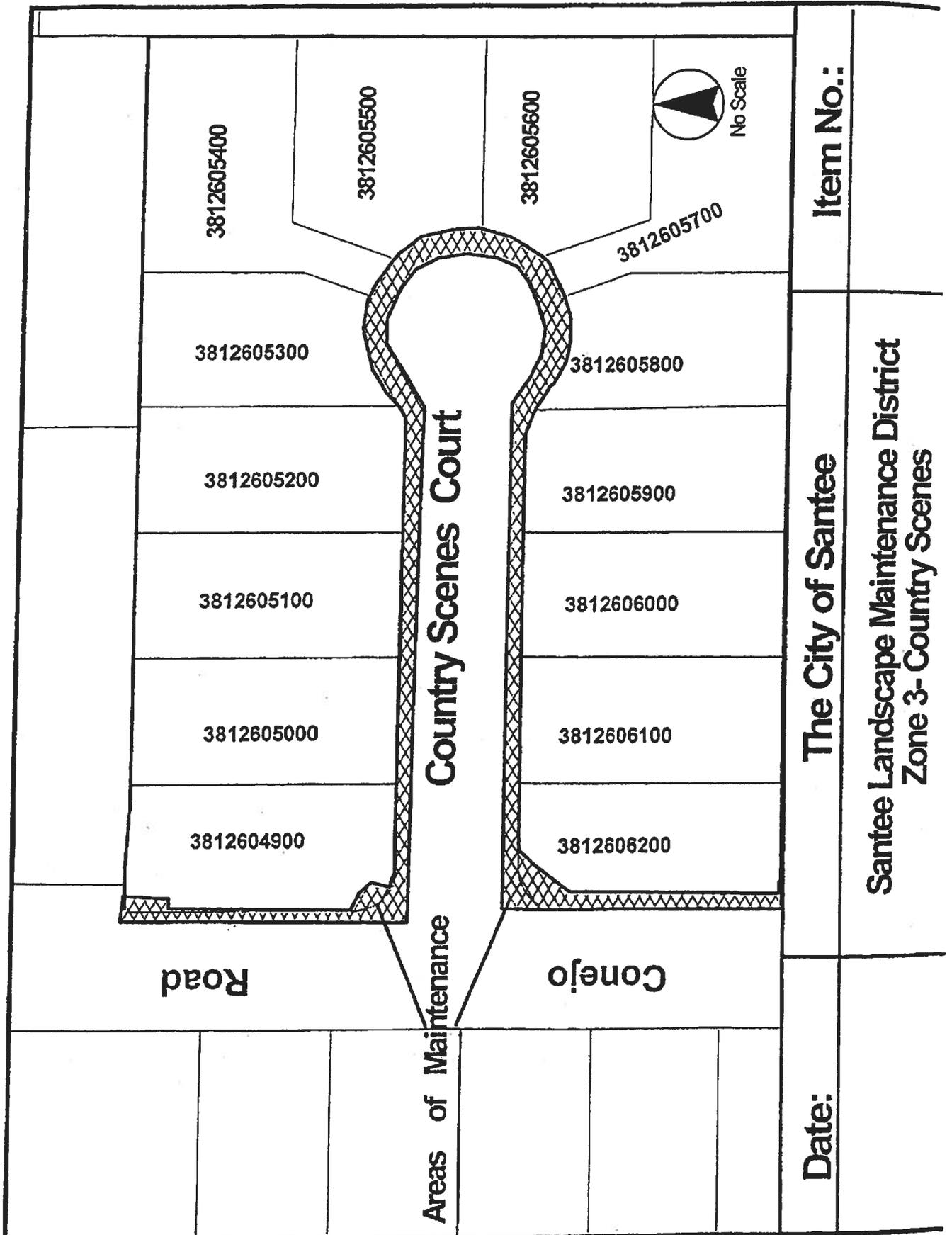
EXHIBITS A-J: Vicinity Map (Diagrams)

# EXHIBIT A



Date:	Item No.:
The City of Santee	
Santee Landscape Maintenance District	
Zone 1- El Nopal Estates	

# EXHIBIT B



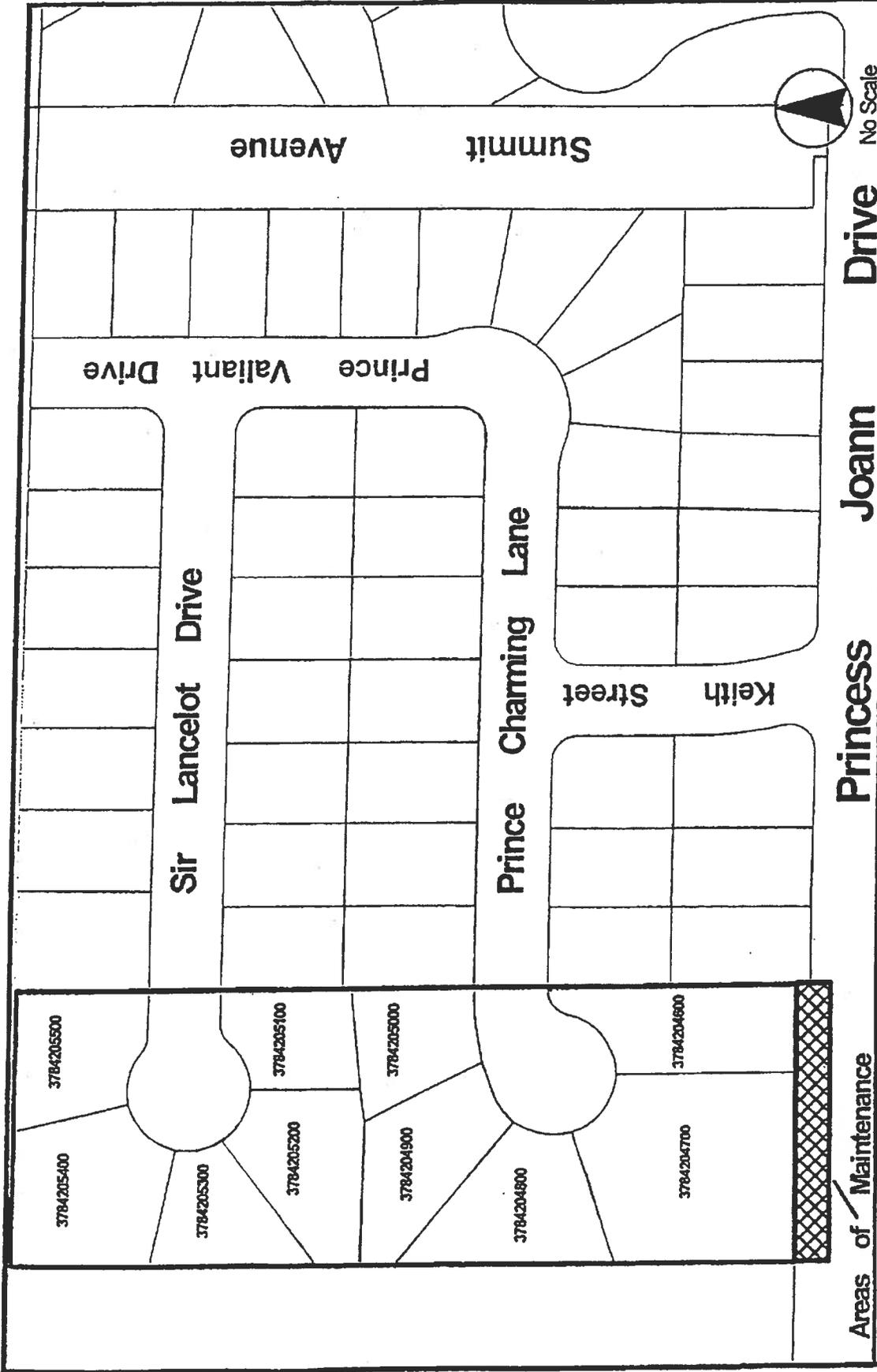
**Item No.:**

**The City of Santee**

**Santee Landscape Maintenance District  
Zone 3- Country Scenes**

**Date:**

# EXHIBIT C



Areas of Maintenance

Date:

The City of Santee

Santee Landscape Maintenance District  
Zone 4- Camelot Heights

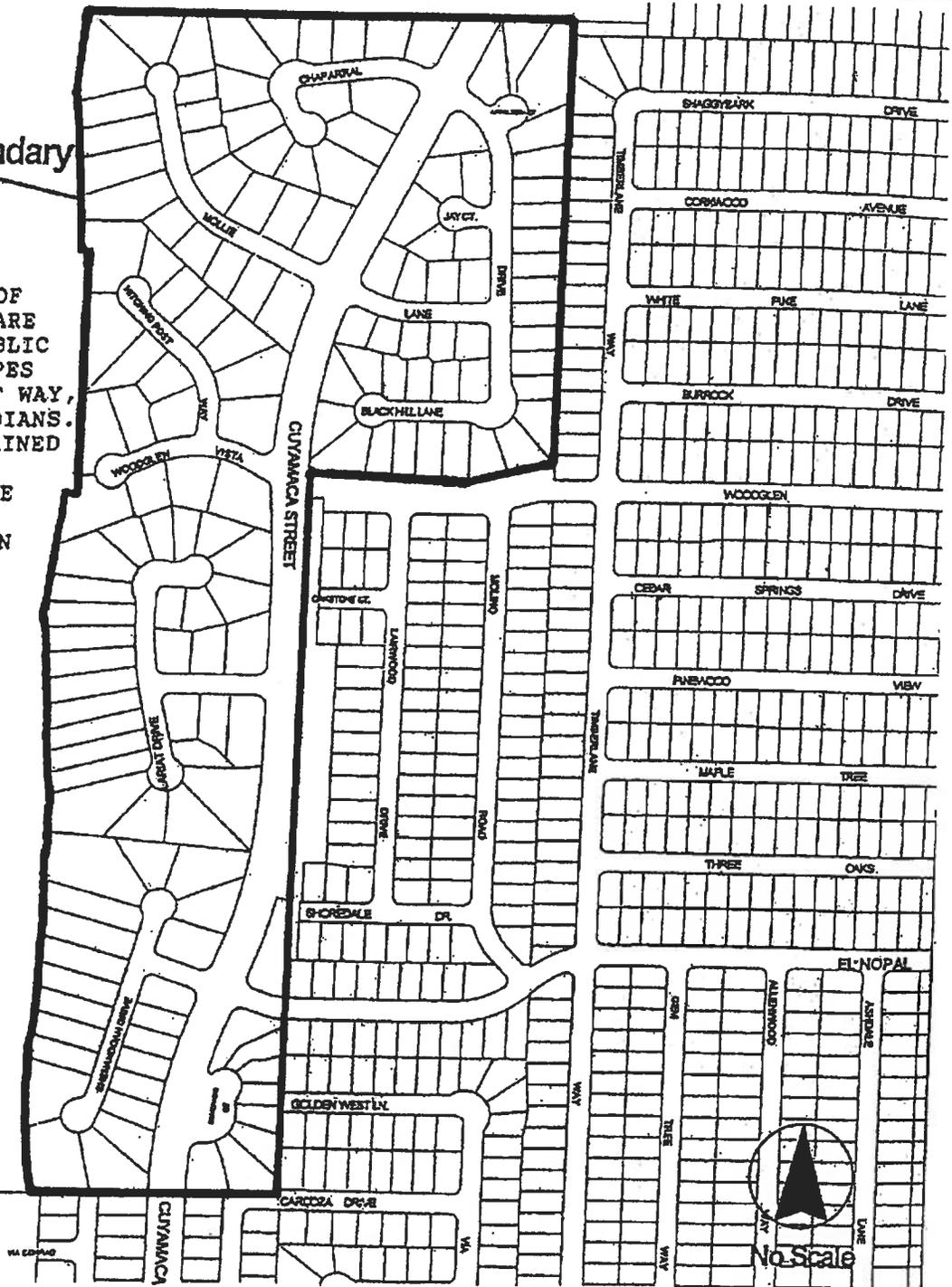
Princess Joann Drive

Item No.:

# EXHIBIT D

Zone Boundary

NOTE: AREAS OF MAINTENANCE ARE GENERALLY PUBLIC INTEREST SLOPES AND RIGHTS OF WAY, EXCLUDING MEDIANS. ACTUAL MAINTAINED AREAS ARE TOO NUMEROUS TO BE CORRECTLY REPRESENTED ON THIS MAP.



Date:

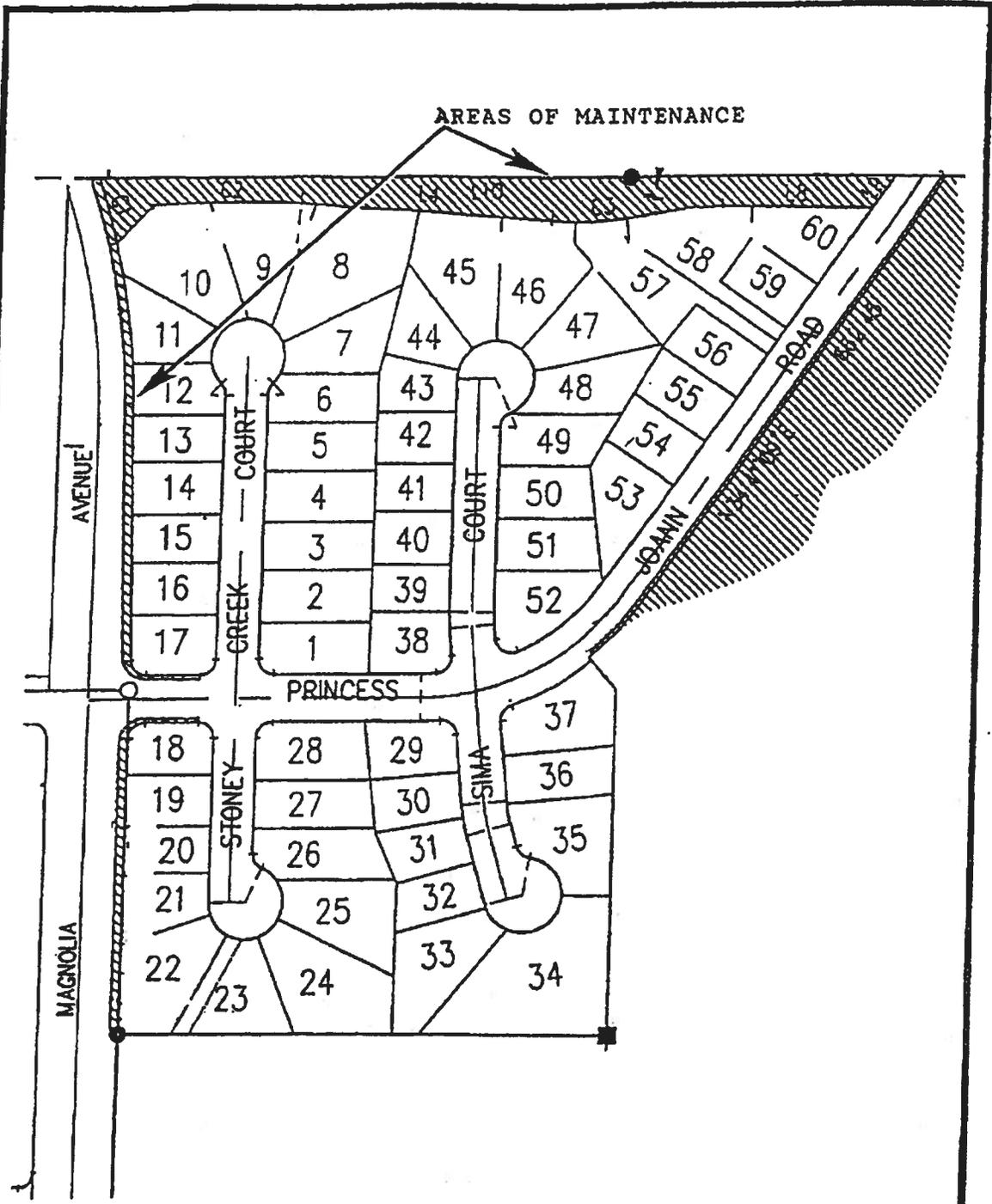
The City of Santee:

Item No.:

Santee Landscape Maintenance District  
Zone 8- Silver Country Estates



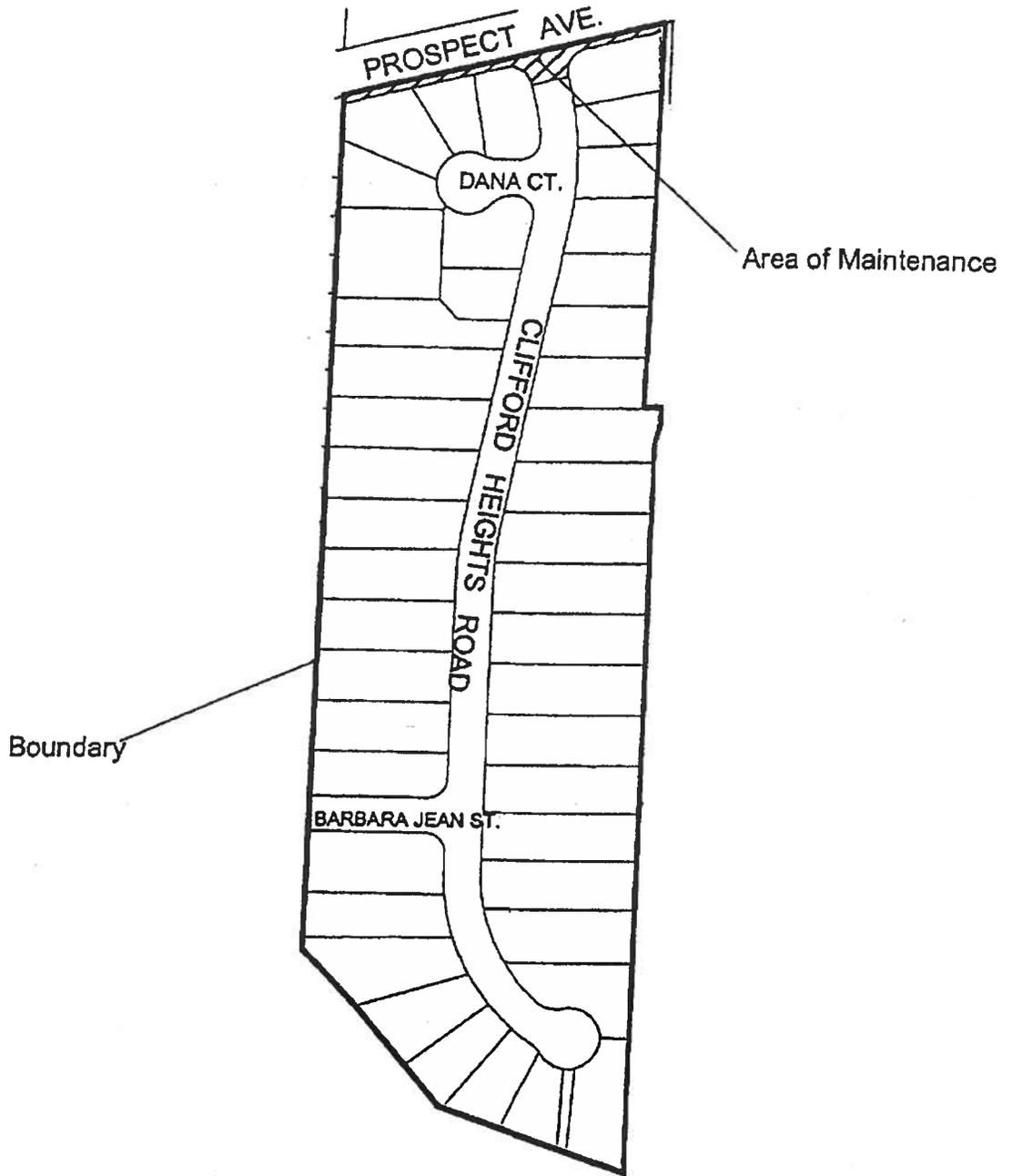
# EXHIBIT F



## SANTEE LANDSCAPE MAINTENANCE DISTRICT

DATE:	CITY OF SANTEE	ITEM No.
	<b>ZONE 12 - THE HEIGHTS</b>	

# EXHIBIT G



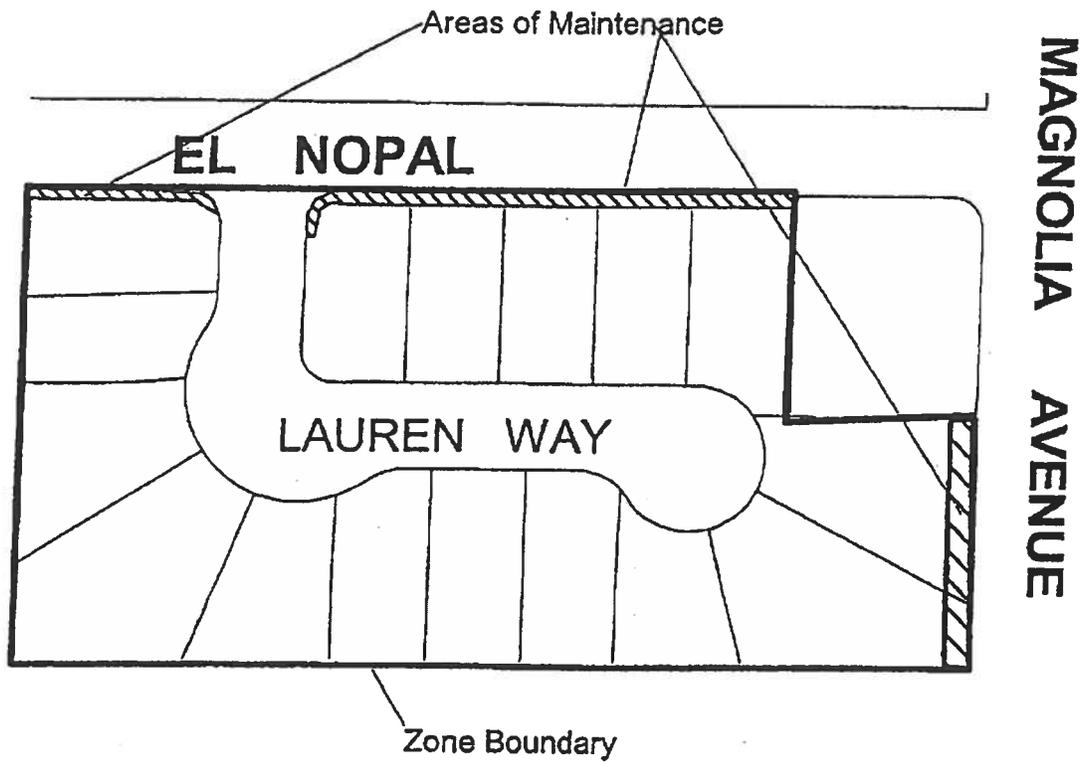
## City of Santee Vicinity Map

Santee Landscape Maintenance District  
Zone 13- Prospect Hills



No Scale

# EXHIBIT H

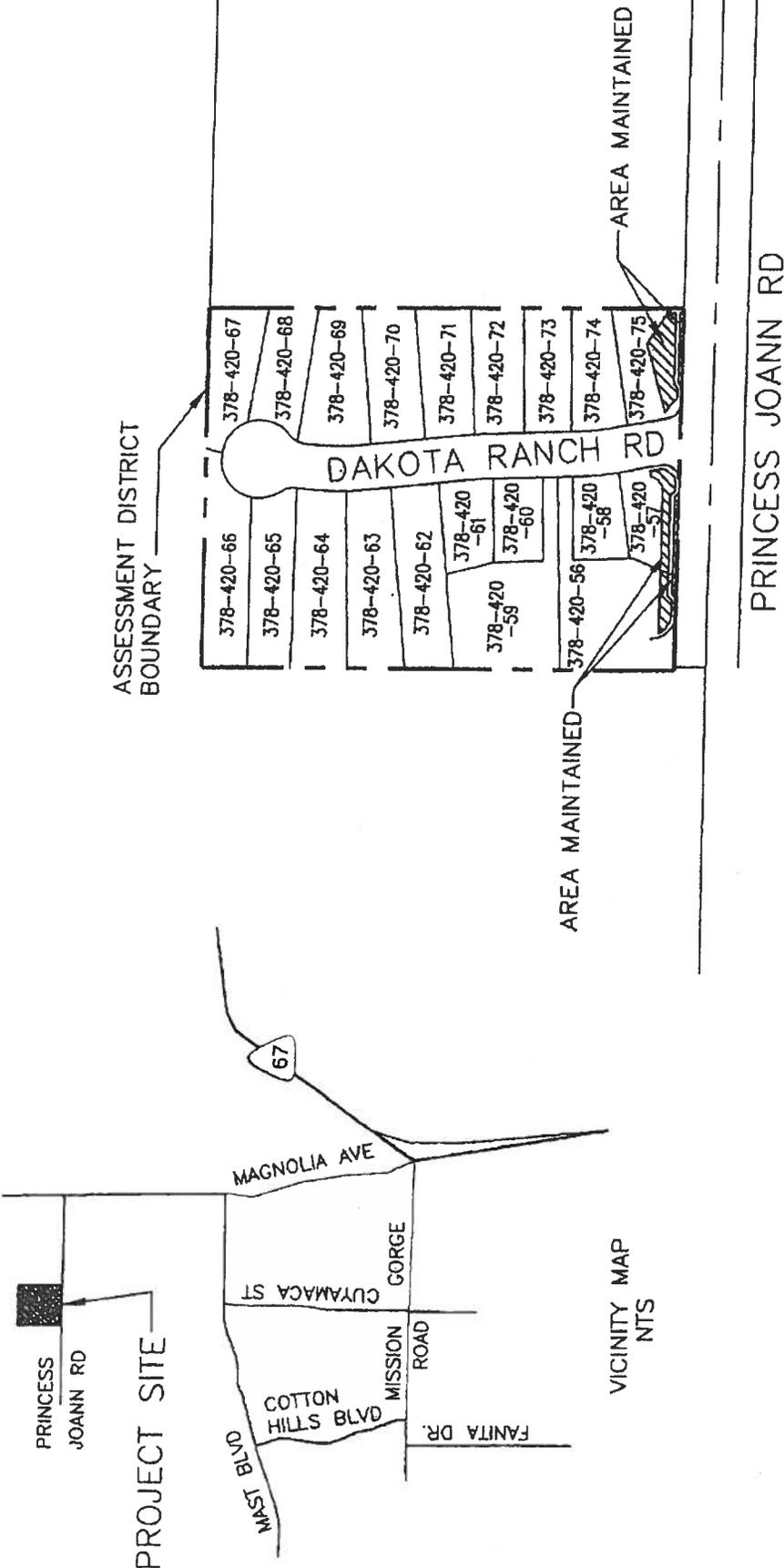


**City of Santee**  
**Vicinity Map**  
Santee Landscape Maintenance District  
Zone 14- Mitchel Ranch



No Scale

**EXHIBIT I**



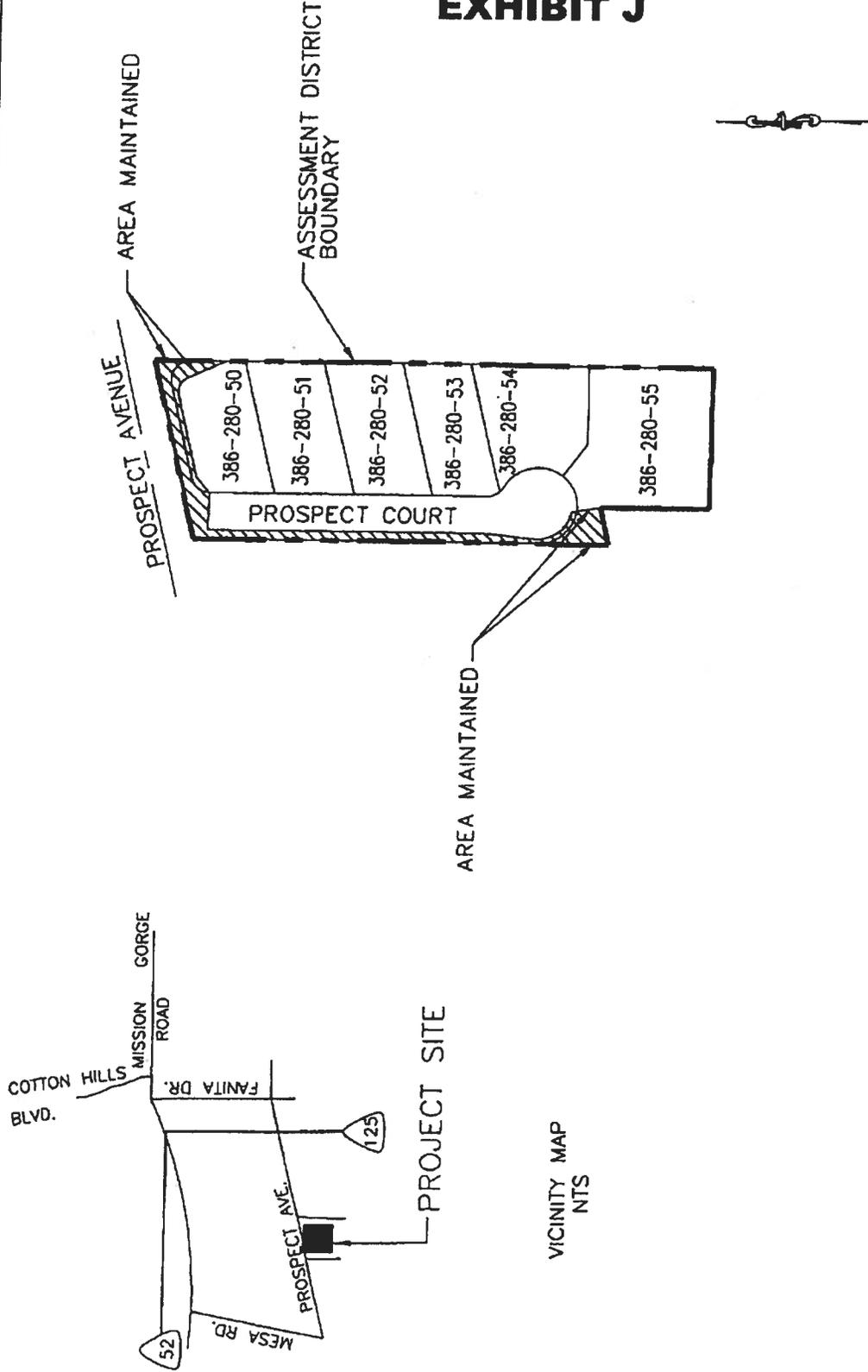
SCALE 1"=200'



LANDSCAPE MAINTENANCE DISTRICT  
 ZONE 17 - DAKOTA RANCH



# EXHIBIT J



LANDSCAPE MAINTENANCE DISTRICT  
ZONE 18-ALLOS



City of Santee  
**COUNCIL AGENDA STATEMENT**

1E

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR THE FY 2016-17 TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT ANNUAL LEVY OF ASSESSMENTS**

**DIRECTOR/DEPARTMENT**      Tim K. McDermott, Director of Finance *TKM*

**SUMMARY**      Town Center Landscape Maintenance District ("TCLMD") was originally formed in 1987. It now comprises eight distinct zones, four of which are assessed: "Zone A – "Town Center Parkway," Zone B – "The Lakes," Zone C – "San Remo," and Zone D – the mixed use project known as "Mission Creek." Contractors provide landscape, fountain, and lighting maintenance services to these four assessed zones. Maps depicting each zone and the areas of maintenance are attached.

The City Council is required to take three distinct steps in order to proceed with the annual levy of assessments. First, the City Council must formally initiate the proceedings and direct the preparation of an engineer's report, analyzing existing and proposed improvements to the District. Second, the City Council must take formal action to either approve, or modify and approve the proposed engineer's report, formally declare its intention to provide for the annual levy of assessments and provide notice of a public hearing. Finally, the City Council must hold the public hearing and provide for the annual levy of assessments.

This item takes the necessary first step in the process by initiating proceedings and ordering the preparation of an engineer's report. The second step involving the approval of the proposed engineer's report and declaring the intention to levy assessments and providing notice of a public hearing is scheduled to occur at the May 25, 2016 City Council meeting. The final step of holding the public hearing and providing for the annual levy of assessments is scheduled to occur at the July 13, 2016 City Council meeting.

**FINANCIAL STATEMENT** *TKM*      Funding for the preparation of the engineer's report is included in the FY 2015-16 adopted budget.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MDP*      Adopt the resolution to initiate proceedings and order the preparation of an engineer's report.

**ATTACHMENTS** (Listed Below)

- 1) Resolution Initiating Proceedings and Ordering the Preparation of an Engineer's Report for the FY 2016-17 TCLMD Annual Levy of Assessments

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN  
ENGINEER'S REPORT FOR THE FY 2016-17 TOWN CENTER LANDSCAPE  
MAINTENANCE DISTRICT ANNUAL LEVY OF ASSESSMENTS**

**WHEREAS**, the City Council of the City of Santee desires to initiate proceedings for the annual levy of assessments for a landscape district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, Article XIII D of the California Constitution, and the Proposition 218 Omnibus Implementation Act (commencing with California Government Code Section 53750) (collectively the "Law"), in what is known and designated as: **TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT** ("District"); and

**WHEREAS**, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2016; and

**WHEREAS**, there has been submitted to this City Council for its consideration at this time, diagrams, copies of which are attached hereto and by this reference incorporated herein, showing the boundaries of the areas of assessment for the above referenced fiscal year, said diagrams showing and further describing in general the improvements proposed to be maintained in said District, said description being sufficient to identify the areas proposed to be assessed for said maintenance thereof; and

**WHEREAS**, there are no proposed new improvements or any substantial changes in existing improvements; and

**WHEREAS**, the Law requires a written report, consisting of: plans and specifications of the area of the improvements to be maintained; an estimate of the costs for maintaining the improvements, including incidental expenses in connection therewith; a diagram of the areas proposed to be assessed; and a parcel-by-parcel listing of the assessments of the estimated costs for maintaining the improvements in proportion to the special benefits to be conferred on such parcels.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California,

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That diagrams, entitled **TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT** as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the improvements to be maintained, are hereby approved, and copies thereof shall be on file in the City Clerk's Office and open to public inspection. The proposed parcels and properties within said areas are those to be assessed to pay certain costs and expenses for said maintenance.

**RESOLUTION NO.**

**SECTION 3.** That the maintenance work within the area proposed to be assessed shall be the maintenance or servicing, or both, of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof in accordance with the Law.

**SECTION 4.** There are no proposed new improvements or any substantial changes to existing improvements.

**SECTION 5.** That the Director of Finance is hereby ordered to cause to be prepared and to file with this City Council, the Report relating to said annual assessment and levy in accordance with the provisions of the Law.

**SECTION 6.** That upon completion, said Report shall be filed with the City Clerk, who shall then provide all notices required by law regarding the intent to approve assessments and hold a public hearing and submit the report to this city council for its consideration pursuant to sections 22623 and 22624 of the streets and highways code.

**ADOPTED** by the City Council of the City of Santee, California, at a regular meeting thereof held this 11<sup>th</sup> day of May, 2016 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**RANDY VOEPEL, MAYOR**

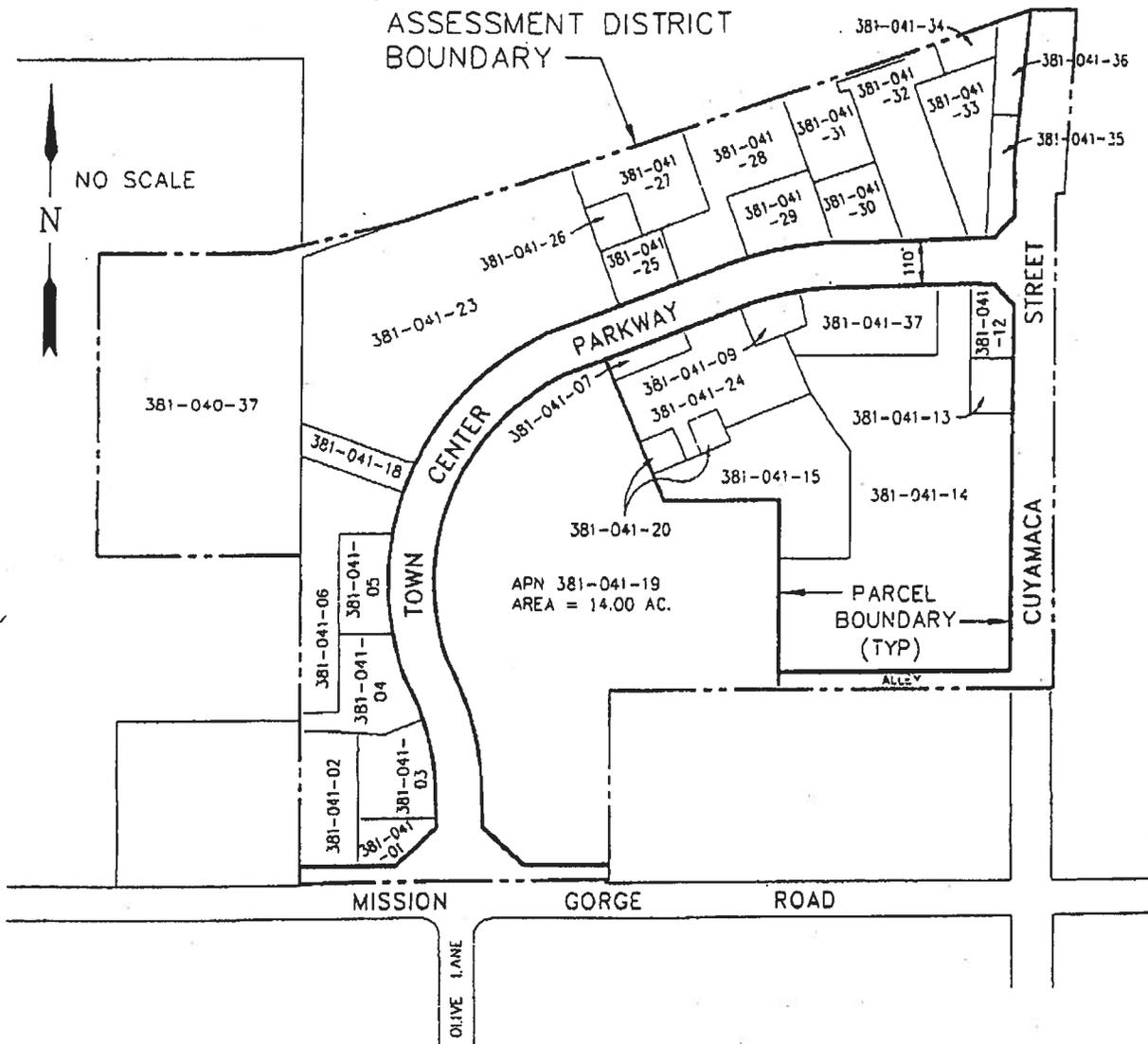
**ATTEST:**

---

**PATSY BELL, CMC, CITY CLERK**

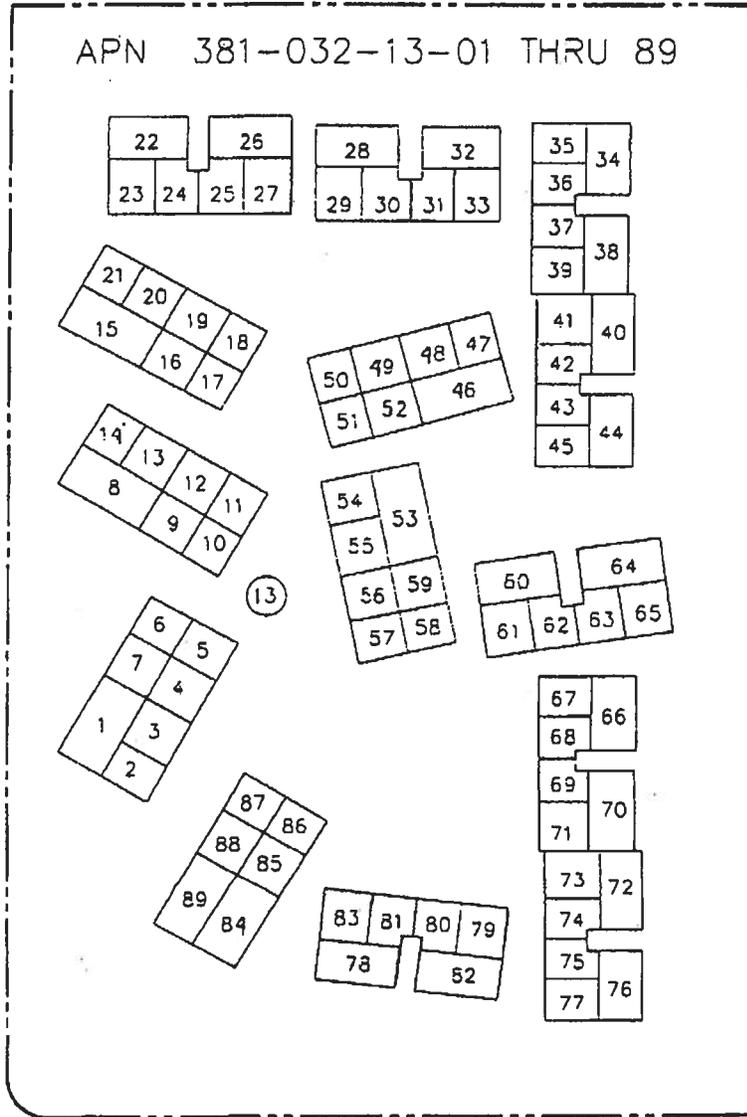
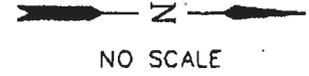
Exhibits A-D: Vicinity Maps (Diagrams)

SANTEE TOWN CENTER  
LANDSCAPE MAINTENANCE DISTRICT  
**ZONE A - TOWN CENTER**



**TCLMD - EXHIBIT A**

SANTÉE TOWN CENTER  
 LANDSCAPE MAINTENANCE DISTRICT  
**ZONE B - THE LAKES**

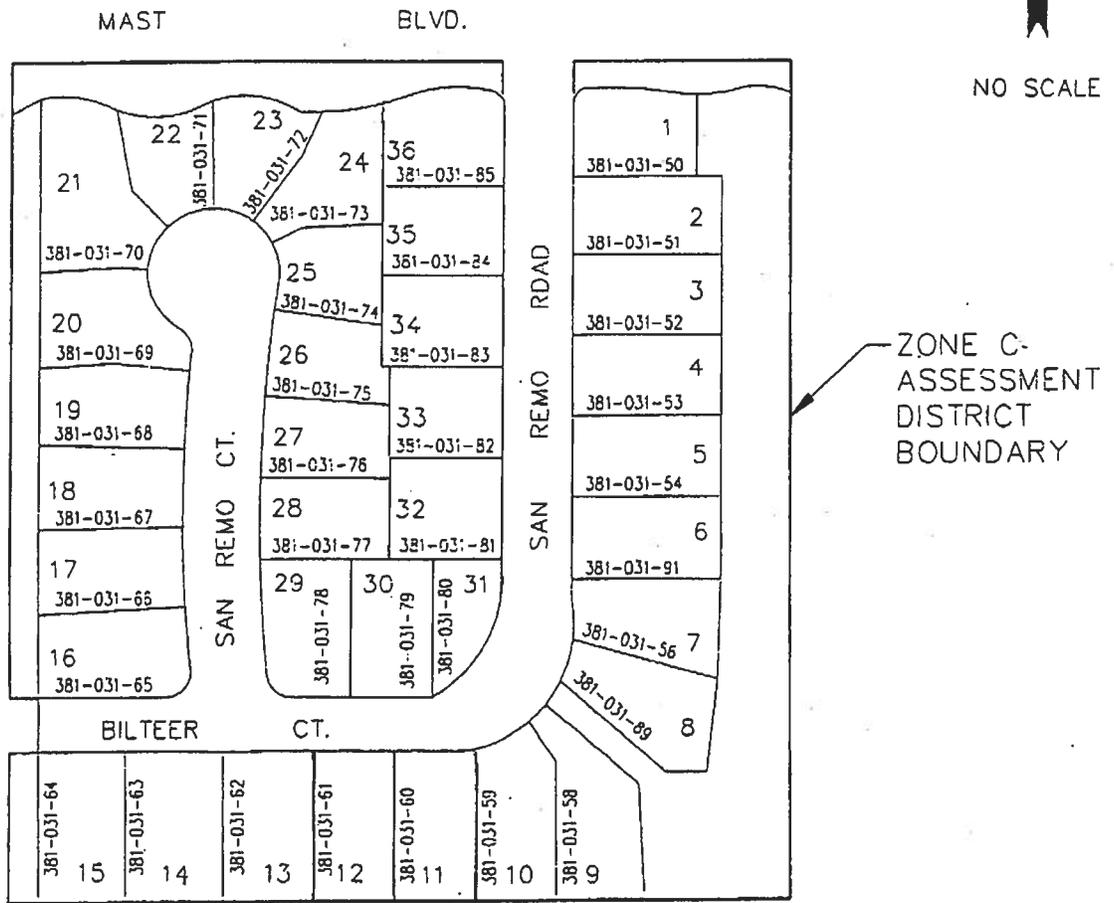


PALM GLEN DR.

ZONE B  
 ASSESSMENT  
 DISTRICT  
 BOUNDARY

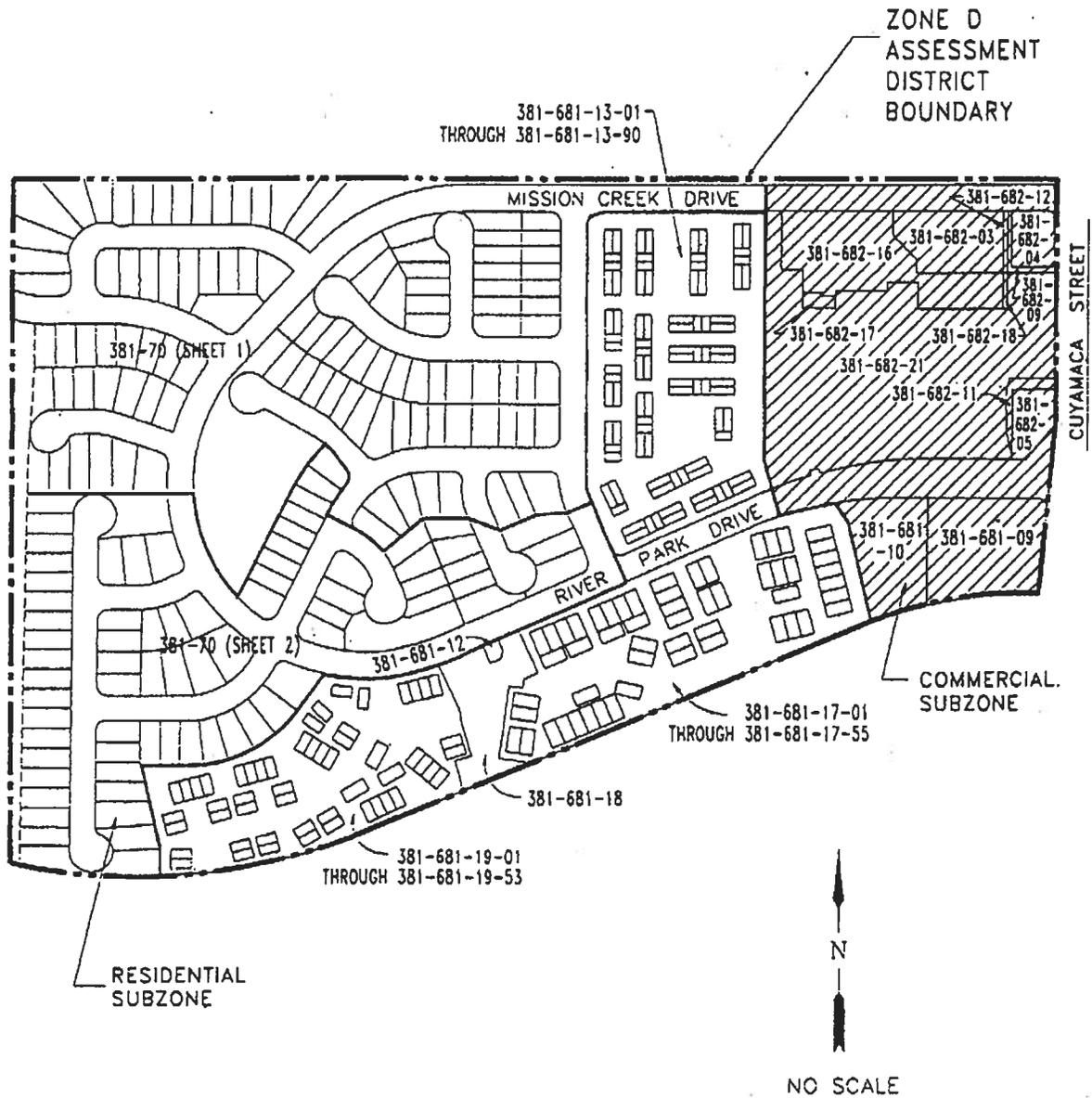
**TCLMD - EXHIBIT B**

# SANTEE TOWN CENTER LANDSCAPE MAINTENANCE DISTRICT ZONE C - SAN REMO



**TCLMD - EXHIBIT C**

SANTEE TOWN CENTER  
LANDSCAPE MAINTENANCE DISTRICT  
**ZONE D** - MISSION CREEK



**TCLMD - EXHIBIT D**

City of Santee  
**COUNCIL AGENDA STATEMENT**

1F

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      **RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR THE FY 2016-17 SANTEE ROADWAY LIGHTING DISTRICT ANNUAL LEVY OF ASSESSMENTS**

**DIRECTOR/DEPARTMENT**      Tim K. McDermott, Director of Finance *TM*

**SUMMARY**      The Santee Roadway Lighting District ("SRLD") has two zones, each with separate funding sources. Zone A is contiguous with the City's boundaries; i.e., all properties in the City are within Zone A. Zone B comprises numerous areas throughout the City, and contains street lights defined as primarily having local benefit.

The funding of street light energy, maintenance and administrative costs for both Zone A and Zone B has been obtained from two sources: an ad valorem property tax designated for street lighting purposes (Zone A), and a special benefit assessment (Zone B). It is estimated that 30 new lights will be added within SRLD in FY 2016-17.

The City Council is required to take three distinct steps in order to proceed with the annual levy of assessments. First, the City Council must formally initiate the proceedings and direct the preparation of an engineer's report, analyzing existing and proposed improvements to the District. Second, the City Council must take formal action to either approve or modify and approve the proposed engineer's report, formally declare its intention to provide for the annual levy of assessments and provide notice of a public hearing. Finally, the City Council must hold the public hearing and provide for the annual levy of assessments.

This item takes the necessary first step in the process by initiating proceedings and ordering the preparation of an engineer's report. The second step involving the approval of the proposed engineer's report and declaring the intention to levy assessments and providing notice of a public hearing is scheduled to occur at the May 25, 2016 City Council meeting. The final step of holding the public hearing and providing for the annual levy of assessments is scheduled to occur at the July 13, 2016 City Council meeting.

**FINANCIAL STATEMENT** *TM* Funding for the preparation of the engineer's report is included in the FY 2015-16 adopted budget.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *MSB* Adopt the resolution to initiate proceedings and order the preparation of an engineer's report.

**ATTACHMENTS (Listed Below)**

- 1) Resolution Initiating Proceedings and Ordering the Preparation of an Engineer's Report for the FY 2016-17 SRLD Annual Levy of Assessments

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
INITIATING PROCEEDINGS AND ORDERING THE PREPARATION OF AN  
ENGINEER'S REPORT FOR THE FY 2016-17  
SANTEE ROADWAY LIGHTING DISTRICT  
ANNUAL LEVY OF ASSESSMENTS**

**WHEREAS**, the City Council of the City of Santee desires to initiate proceedings for the annual levy of assessments for a lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, Article XIII D of the California Constitution, and the Proposition 218 Omnibus Implementation Act (commencing with California Government Code Section 53750) (collectively the "Law"), in what is known and designated as: **SANTEE ROADWAY LIGHTING DISTRICT** ("District"); and

**WHEREAS**, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2016; and

**WHEREAS**, there has been submitted to this City Council for its consideration at this time, a map showing the boundaries of the areas of assessment for the above referenced fiscal year, said map showing and further describing in general the areas of the improvements proposed to be maintained in said District, said description being sufficient to identify the areas proposed to be assessed for said maintenance thereof; and

**WHEREAS**, It is estimated that 30 new lights will be added within the SRLD in FY 2016-17; and

**WHEREAS**, the Law requires a written report, consisting of: plans and specifications of the area of the improvements to be maintained; an estimate of the costs for maintaining the improvements, including incidental expenses in connection therewith; a diagram of the areas proposed to be assessed; and a parcel-by-parcel listing of the assessments of the estimated costs for maintaining the improvements in proportion to the special benefits to be conferred on such parcels.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California,

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That the map, entitled **SANTEE ROADWAY LIGHTING DISTRICT**, as submitted to this City Council, showing the boundaries of the proposed area to be assessed and the areas of the improvements to be maintained, is hereby approved, and a copy thereof shall be on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said areas are those to be assessed to pay certain costs and expenses for said maintenance.

**RESOLUTION NO.**

**SECTION 3.** That the maintenance work within the areas proposed to be assessed shall be the maintenance or servicing, or both, of any facilities that are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof in accordance with the Law.

**SECTION 4.** That the Director of Finance is hereby ordered to cause to be prepared and to file with this City Council, the Report relating to said annual assessment and levy in accordance with the provisions of the Law.

**SECTION 5.** That upon completion, said Report shall be filed with the City Clerk, who shall then provide all notices required by law regarding the intent to approve assessments and hold a public hearing and submit the report to this city council for its consideration pursuant to sections 22623 and 22624 of the streets and highways code.

**ADOPTED** by the City Council of the City of Santee, California, at a regular meeting thereof held this 11<sup>th</sup> day of May, 2016 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

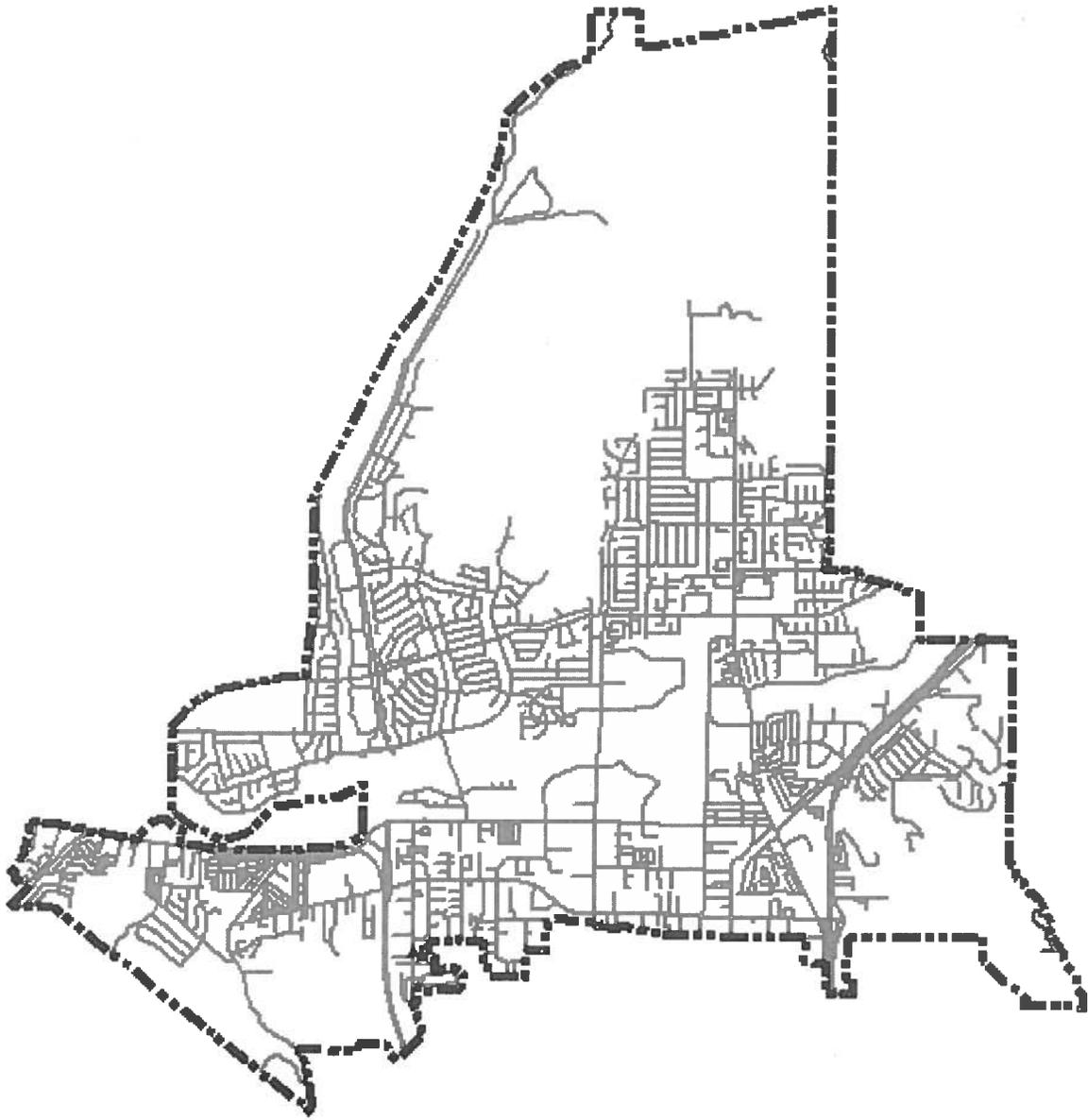
**APPROVED:**

**RANDY VOEPEL, MAYOR**

**ATTEST:**

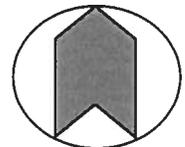
**PATSY BELL, CMC, CITY CLERK**

EXHIBIT A: Vicinity Map



# City of Santee Vicinity Map

Santee Roadway Lighting District



No Scale

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**      **ADOPT RESOLUTION AUTHORIZING THE PURCHASE OF NEW LIFEPAK® 15 MONITORS/DEFIBRILLATORS FROM PHYSIO-CONTROL INCORPORATED PER STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT AND DECLARING REPLACED EQUIPMENT AS SURPLUS**

**DIRECTOR/DEPARTMENT**      Richard Smith, Acting Fire Chief

*RS BY  
→*

**SUMMARY**

This item requests authorization to purchase four (4) new LIFEPAK® 15 EKG monitors/defibrillators (hereinafter referred to as "monitors") for the Fire Department to replace older technology monitors on ambulances and first responding apparatus. Two new monitors will be purchased in FY 2015-16 and two additional monitors will be purchased in FY 2016-17. Details are contained in the attached staff report.

**ENVIRONMENTAL REVIEW**

This item is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15061(b)(3) and 15378(b)(2).

**FINANCIAL STATEMENT**

*jm*

Sufficient funding is available in the adopted FY 2015-16 and FY 2016-17 Emergency Medical Services operating budget for the purchase of the monitors/defibrillators. The net cost of the monitors/defibrillators will be reimbursed by County Service Area 69.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION**

*MOB*

Adopt Resolution:

1. Authorizing the purchase of four new LIFEPAK® 15 EKG monitors/defibrillators from Physio-Control Incorporated for an amount not to exceed \$141,733. Two new LIFEPAK® 15 EKG monitors/defibrillators will be purchased in FY 2015-16 and two will be purchased in FY 2016-17; and
2. Authorizing the City Manager to approve additional expenditures up to ten percent (10%) of the total purchase amount each fiscal year for unforeseen changes; and
3. Declaring the old monitors to be replaced as surplus property upon receipt and acceptance of the new equipment and authorizing trade-in of the old equipment with a trade-in credit to the City totaling \$16,000; and
4. Authorizing the City Manager to execute all necessary documents.

**ATTACHMENTS**

Staff Report  
Resolution

**STAFF REPORT**  
**ADOPT RESOLUTION APPROVING PURCHASE OF NEW LIFEPAK® 15**  
**MONITORS/DEFIBRILLATORS FROM PHYSIO-CONTROL INCORPORATED PER STATE**  
**OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT AND DECLARING**  
**REPLACED EQUIPMENT AS SURPLUS**

**Background**

This item requests authorization to purchase four new LIFEPAK® 15 EKG monitors/defibrillators (hereinafter referred to as "monitors") for the Fire Department to replace older technology monitors on ambulances and first responding apparatus. Two new LIFEPAK® 15 EKG monitors will be purchased in FY 2015-16 and two will be purchased in FY 2016-17.

The Santee Fire Department recently concluded a trial of three separate EKG monitors (used to analyze heart function) to determine the appropriate replacement for our existing equipment. The existing monitors range in age from 7-10 years old and the new technology available is necessary to optimize patient treatment for the highest possibility of successful outcomes. The trial took place over several months and included three manufacturers. . The monitors were placed on the two Santee Paramedic units and utilized by Paramedics for patient assessment and treatment.

At the conclusion of the trial, the Paramedic Committee convened to analyze the information gathered, including a comparative cost analysis between the monitors over their expected lifetime. The ultimate decision was to move to the Physio-Control LIFEPAK® 15 EKG monitors due to overwhelming positive feedback throughout the course of several hundred patient contacts. Additionally, the projected savings for the Physio-Control LIFEPAK® 15 EKG monitors, as compared to other monitors , is projected to be approximately \$43,000 spread over the next four fiscal years.

Santee Municipal Code 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110. In October 2013, the State of California Department of General Services issued Multiple Award Schedule (CMAS) Contract 4-13-65-0017C based on GSA Schedule #V797D-30038, which substantially complies with Santee's Municipal Code, for procurement of medical defibrillators, emergency equipment and supplies. Based on the requirements for the lowest responsive responsible bidder offering the best overall price, quality and selection of products and services, Physio-Control Incorporated was awarded CMAS Contract 4-13-65-0017C for various EKG monitors/defibrillators, emergency equipment and supplies for m through March 2018.

Santee's Purchasing Ordinance requires City Council approval of all purchases exceeding \$20,000. Staff recommends utilizing CMAS Contract 4-13-65-0017C to purchase four new LIFEPAK® 15 EKG monitors/defibrillators for a grand total amount not to exceed \$141,733.

The costs are as follows which includes product, delivery and extended comprehensive on-site support:

FY 2015-16

1. Base Price	\$55,039.11
2. CA Sales Tax @ 8%	4,403.13
3. 4-Year Maintenance Agreement	11,424.00
4. Shipping / Delivery	0.00
TOTAL Cost Before Trade-In	<u>\$70,866.24</u>

FY 2016-17

1. Base Price	\$55,039.11
2. CA Sales Tax @ 8%	4,403.13
3. 4-Year Maintenance Agreement	11,424.00
4. Shipping / Delivery	0.00
TOTAL Cost Before Trade-In	<u>\$70,866.24</u>

TOTAL PURCHASE AMOUNT: \$141,732.48

TOTAL TRADE-IN CREDIT (\$16,000.00)

**Staff Recommendation**

Staff requests authorization: 1) to purchase four new LIFEPAK® 15 EKG monitors/defibrillators, two in FY 2015-16 and two in FY 2016-17, from Physio-Control Incorporated utilizing CMAS Contract 4-13-65-0017C for an amount not to exceed \$141,733; 2) for the City Manager to approve additional expenditures up to ten percent (10%) of the total purchase amount each fiscal year for unforeseen changes; 3) to declare the old monitors to be replaced as surplus property upon receipt and acceptance of the new equipment and authorize trade-in with a trade-in credit to the City totaling \$16,000; and 4) for the City Manager to execute all necessary documents.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AUTHORIZING THE PURCHASE OF NEW LIFEPAK® 15  
MONITORS/DEFIBRILLATORS FROM PHYSIO-CONTROL INCORPORATED PER  
STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT AND  
DECLARING REPLACED EQUIPMENT AS SURPLUS**

**WHEREAS**, the City of Santee FY 2016-16 and FY 2016-17 Emergency Medical Services operating budgets include funding for new EKG monitors/defibrillators which will be reimbursed by County Service Area No. 69; and

**WHEREAS**, Santee Municipal Code section 3.24.180 authorizes the City to purchase equipment and supplies from a vendor at a price established by competitive or competitively negotiated bid by another public agency as long as that bid substantially complied with the formal bidding procedures in Santee Municipal Code Section 3.24.110; and

**WHEREAS**, in October 2013, the State of California Department of General Services issued Multiple Award Schedule (CMAS) Contract 4-13-65-0017C based on GSA Schedule #V797D-30038, which substantially complies with Santee's Municipal Code, for procurement of medical defibrillators, emergency equipment and supplies; and

**WHEREAS**, Physio-Control Incorporated was awarded CMAS Contract 4-13-65-0017C for various EKG monitors/defibrillators, emergency equipment and supplies through March 2018; and

**WHEREAS**, the City desires to use CMAS Contract 4-13-65-0017C to purchase four (4) new LIFEPAK® 15 EKG monitors/defibrillators for the Fire Department to replace older technology monitors/defibrillators on ambulances and first responding apparatus.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Santee, California, that the City Council hereby:

1. Authorizes the purchase of four new LIFEPAK® 15 EKG monitors/defibrillators from Physio-Control Incorporated from Physio-Control Incorporated for an amount not to exceed \$141,733. Two new LIFEPAK® 15 EKG monitors/defibrillators will be purchased in FY 2015-16 and two will be purchased in FY 2016-17; and
2. Authorizes the City Manager to approve additional expenditures up to ten percent (10%) of the total purchase amount each fiscal year for unforeseen changes; and
3. Declares the old monitors to be replaced as surplus property upon receipt and acceptance of the new equipment and authorizing trade-in-in of the old equipment with a trade-in credit to the City totaling \$16,000; and
4. Authorizes the City Manager to execute all necessary documents.

**RESOLUTION NO. \_\_\_\_\_**

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 11<sup>th</sup> day of May 2016, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**RANDY VOEPEL, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**PATSY BELL, CMC, CITY CLERK**

City of Santee  
**COUNCIL AGENDA STATEMENT**

3A

**MEETING DATE** May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE** ADOPTION OF AN ORDINANCE AMENDING SECTION 9.68.030 OF THE SANTEE MUNICIPAL CODE REGULATING THE CONSUMPTION OF ALCOHOL AT THE WALKER PRESERVE

**DIRECTOR/DEPARTMENT** Bill Maertz, Community Services 

**SUMMARY**

The City has constitutional authority to regulate consumption of alcoholic beverages in public places. At the March 8, 2006 City Council meeting, the Council adopted Ordinance 455 limiting the times at which the consumption of alcohol is permitted at Mast Park. At the April 24, 2013 City Council meeting, the Council adopted Ordinance 523 limiting the times at which the consumption of alcohol is permitted at Town Center Community Park. As alcohol is permitted only on weekends, holidays or as allowed in each respective Ordinance, this has curtailed the consumption of alcoholic beverages during weekdays and reduced alcohol related incidents at Mast Park and Town Center Community Park.

The City recently opened public access to the Walker Preserve. To remain consistent with the adoption of Ordinances 455 and 523, staff is recommending the City Council adopt the attached Ordinance limiting the times at which the consumption of alcohol is permitted at the Walker Preserve. As such, alcohol will be permitted only on weekends, holidays or as permitted in the proposed Ordinance. This ordinance will encourage the use of the preserve for lawful, peaceful purposes by families and other members of the community and discourage unlawful alcohol related activities.

**ENVIRONMENTAL REVIEW**

N/A

**FINANCIAL STATEMENT** 

The proposed Ordinance will not have a financial impact.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** 

Introduce and conduct first reading of the Ordinance.

**ATTACHMENTS (Listed Below)**

Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE,  
CALIFORNIA, ADDING SUBDIVISION (D) TO SECTION 9.68.030 OF  
THE SANTEE MUNICIPAL CODE TO REGULATE THE CONSUMPTION OF  
ALCOHOL AT THE WALKER PRESERVE**

**WHEREAS**, possession and consumption of alcoholic beverages in certain city parks has been linked to increased criminal activities in those parks and increased litter in the watershed; and

**WHEREAS**, the City strives to serve the public health, safety and welfare, to assure a cleaner and more hygienic environment for the city, its residents, and visitors, and to decrease the instances of litter; and

**WHEREAS**, section 9.68.030 of the Santee Municipal Code currently bans the consumption of alcohol in certain city parks except on weekends and holidays, as defined in the Code; and

**WHEREAS**, the City Council now desires to ban the consumption of alcohol at the Walker Preserve except on weekends and holidays, as defined in the Code.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
DOES ORDAIN AS FOLLOWS:**

**Section 1.** Subdivision (D) is added to Section 9.68.030 of the Santee Municipal Code:

Section 9.68.030 Prohibited possession of opened container, public property.

A. It is unlawful for any person to enter upon, be, or remain upon, any public street, sidewalk, alley or public property when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed except at the following public places: Santee Lakes Regional Park; Santee city parks, except Mast Park as set forth in subsection B of this section, Town Center Community Park as set forth in subsection C of this section; Walker Preserve as set forth in subsection D of this section, Mission Trails Regional Park; and Buildings 7 and 8 of the Santee Civic Center.

B. It is unlawful for any person to enter upon, be, or remain upon the premises of Mast Park when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed, except as follows: on weekends during all hours at which Mast Park is open to the public as designated by the city council or the department of community services. For purposes of this subsection, the term "weekend" is defined as between twelve a.m. on each Saturday and twelve a.m. on each Monday; on any legal holiday(s) designated by the department of community services; and as authorized by a permit issued prior to the occurrence by the department of community services pursuant to its authority to promulgate rules and regulations for the operation of city parks subject to approval of the city council under Section 12.28.030 of this code.

C. It is unlawful for any person to enter upon, be, or remain upon the premises of Town Center Community Park when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed except as follows: on weekends during all hours at which Town Center Community Park is open to the public as designated by the city council or the department of

ORDINANCE NO. \_\_\_\_\_

community services. For purposes of this subsection, the term "weekend" is defined as between twelve a.m. on each Saturday and twelve a.m. on each Monday; on any legal holiday(s) designated by the department of community services; and as authorized by a permit issued prior to the occurrence by the department of community services pursuant to its authority to promulgate rules and regulations for the operation of city parks subject to approval of the city council under Section 12.28.030 of this code.

D. It is unlawful for any person to enter upon, be, or remain upon the premises of the Walker Preserve when in possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed except as follows: on weekends during all hours at which the Walker Preserve is open to the public as designated by the city council or the department of community services. For purposes of this subsection, the term "weekend" is defined as between twelve a.m. on each Saturday and twelve a.m. on each Monday; on any legal holiday(s) designated by the department of community services; and as authorized by a permit issued prior to the occurrence by the department of community services pursuant to its authority to promulgate rules and regulations for the operation of city parks subject to approval of the city council under Section 12.28.030 of this code.

**Section 2.** Severability. If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

**Section 3.** This Ordinance shall become effective thirty (30) days after its passage.

**Section 4.** The City Clerk is hereby directed to certify the adoption of this ordinance and cause the same to be published as required by law.

**ORDINANCE NO. \_\_\_\_\_**

**INTRODUCED AND FIRST READ** at a Regular Meeting of the City Council of the City of Santee, California, on the \_\_\_\_ day of \_\_\_\_\_, 2016, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED**

\_\_\_\_\_  
**RANDY VOEPEL, MAYOR**

**ATTEST**

\_\_\_\_\_  
**PATSY BELL, CITY CLERK**

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

4A

**MEETING DATE**     May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**             **SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)  
TRANSPORTATION FUNDING**

**DIRECTOR/DEPARTMENT**             Jack E. Dale, Vice Mayor

**SUMMARY**

It is my understanding that members of the City Council would like a briefing regarding SANDAG'S proposed transportation funding via the proposed regional funding measure. As the City's representative on the SANDAG Board of Directors, I will give a presentation and answer any questions Council may have.

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION** ✓ Receive report.

**ATTACHMENTS (Listed Below)**     None.

City of Santee  
**COUNCIL AGENDA STATEMENT**

6A

**MEETING DATE** May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**           **AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVIS FARR, LLP FOR AUDIT SERVICES**

**DIRECTOR/DEPARTMENT**           Tim K. McDermott, Finance Department *TKM*

**SUMMARY**

On February 12, 2016 the Finance Department issued a request for proposals to firms of certified public accountants to provide audit services for the City. Ten proposals were received, and the top four firms were invited for interviews. The proposals were evaluated by City staff based upon criteria such as professional qualifications of the firm and key staff, capability of handling all aspects of the engagement, thoroughness of the proposed work plan and audit approach, and reasonableness of the proposed fees.

Based upon the evaluation of the proposals and interviews of the top four firms, staff recommends Davis Farr, LLP be awarded a contract to provide audit services. Davis Farr is a Southern California based firm specializing in local government auditing and currently provides audit services to approximately 60 local, state, and federal government agencies including the City of Carlsbad and the San Diego Association of Governments (SANDAG). Davis Farr has demonstrated an ability to provide experienced staff, handle all aspects of the engagement, a thorough audit approach and the ability to advise the City on technical matters and developments in governmental accounting and reporting matters.

Staff recommends the City Council authorize the execution of a three-year professional services agreement with Davis Farr, LLP for an amount not to exceed \$41,500 per year for FY 2015-16 through FY 2017-18, with an option to extend the contract for two additional fiscal years. The scope of services to be provided includes the financial and compliance audits of the City and Public Financing Authority, the Single Audit of federal grants, preparation of the City's State Controller's Report and one franchise fee or transient occupancy tax (TOT) audit each year on a rotating basis.

**FINANCIAL STATEMENT** *TKM*

Funding for the first two years of the proposed contract is included in the adopted FY 2015-16 and FY 2016-17 General Fund and Community Development Block Grant Fund operating budgets.

**CITY ATTORNEY REVIEW**            N/A            Completed

**RECOMMENDATION** *MSB*

Authorize the City Manager to execute a professional services agreement with Davis Farr, LLP to provide audit services for three years, FY 2015-16 through FY 2017-18, for an amount not to exceed \$41,500 per year, with an option to extend the contract for two additional fiscal years.

**ATTACHMENTS**

None

6B

**City of Santee**  
**COUNCIL AGENDA STATEMENT**

**MEETING DATE** May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, RESCINDING THE AWARD OF THE MATERIAL SUPPLY CONTRACT TO ZUMAR INDUSTRIES, INC. AND AWARDING THE MATERIAL SUPPLY CONTRACT TO SAFEWAY SIGN COMPANY FOR THE SIGN UPGRADE PROJECT MATERIAL PURCHASE CIP 2013-10, FEDERAL PROJECT NUMBER HSIPL 5429 (025)

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

This item requests City Council rescind the award for the material supply contract for the Sign Upgrade Project Material Purchase (CIP 2013-10) to Zumar Industries, Inc. and award the material supply contract to Safeway Sign Company. This federal grant-funded project will replace approximately 1,500 regulatory and warning signs throughout the City.

On February 24, 2016, the City Council awarded the contract to Zumar Industries, Inc. for a total contract amount of \$72,998.98. Zumar Industries does not wish to move forward with contract execution because their bid price inadvertently omitted sales tax on the material purchase. Staff has determined that the second low bidder, Safeway Sign Company, has included sales tax in their bid for the total amount of \$76,309.91, and confirmed that their bid is still valid. The difference between the original low bid submitted by Zumar Industries and Safeway Sign Company is \$3,310.93. Due to the minimal difference between the two bids, staff recommends rescinding the previous award to Zumar Industries, Inc. and awarding the contract to Safeway Sign Company for the bid amount of \$76,309.91.

Staff also recommends not pulling the bid bond for Zumar Industries, Inc., because the cost of staff time involved would exceed the difference between the two bids. Additionally, if all vendors had included sales tax in their bids, the Safeway Sign Company would be ranked the lowest bidder. Staff also requests authorization for the Director of Development Services to approve change orders in an amount not to exceed \$38,154.95 (50%) for the purchase of additional signs and related hardware, as necessary. The bid document provides that quantities can be adjusted by up to 50%.

**FINANCIAL STATEMENT** 

Funding for this project is provided through a Highway Safety Improvement Program grant (\$229,000.00) with a required 10 percent match that is provided through the existing Gas Tax budget (\$25,500.00) for sign replacement. The project is included in the adopted FY 2015-16 and FY 2016-17 Capital Improvement Program Budget.

Project Budget	\$ 254,500.00
Design	\$ 20,986.00
Material Supply Contract	76,309.91
Contract Change Orders	38,154.95
Sign Installation	89,049.14
Engineering/Management	30,000.00
Total Anticipated Project Cost	<u>\$ 254,500.00</u>

**ENVIRONMENTAL REVIEW**

The project is categorically exempt from environmental review by Section 15302 (Class 2) of the Guidelines to the California Environmental Quality Act (CEQA) filed on February 12, 2014 and Section 23 CFR 771.117 (c): activity (c)(8) of the National Environmental Policy Act (NEPA) filed on June 24, 2014 by Caltrans and re-validated on September 21, 2015 by Caltrans.

**CITY ATTORNEY REVIEW**

N/A       Completed

**RECOMMENDATION** 

Adopt the attached Resolution rescinding the award of the material supply contract to Zumar Industries, Inc., awarding the material supply contract to Safeway Sign Company for a total amount of \$76,309.91, authorizing the City Manager to execute the contract, and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$38,154.95.

**ATTACHMENTS**

Resolution      Letter from Zumar Industries, Inc.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, RESCINDING THE AWARD OF THE MATERIAL SUPPLY CONTRACT TO ZUMAR INDUSTRIES, INC. AND AWARDING THE MATERIAL SUPPLY CONTRACT TO SAFEWAY SIGN COMPANY FOR THE SIGN UPGRADE PROJECT MATERIAL PURCHASE CIP 2013-10, FEDERALPROJECT NUMBER HSIPL 5429 (025)**

**WHEREAS**, the City Council, on the 24<sup>th</sup> day of February, 2016 awarded the contract for the Citywide Sign Upgrade Project Material Purchase CIP 2013-10, HSIPL 5429 (025) ("Project") to Zumar Industries, Inc. in the amount of \$72,998.98; and

**WHEREAS**, Zumar Industries, Inc. has declined to sign the contract due to the fact that sales tax was not included in their bid; and

**WHEREAS**, Zumar Industries, Inc. has requested to be relieved of the vendor status; and

**WHEREAS**, Safeway Sign Company was the second low bidder and their bid included sales tax and is still valid; and

**WHEREAS**, staff recommends awarding the material purchase contract to Safeway Sign Company in the amount of \$76,309.91; and

**WHEREAS**, staff requests authorization to expend an amount not to exceed \$38,154.95 for change orders to purchase additional signs and related hardware; and

**WHEREAS**, the project is categorically exempt from environmental review by Section 15302 (Class 2) of the Guidelines to the California Environmental Quality Act (CEQA) filed on February 12, 2014 and Section 23 CFR 771.117 (c): activity (c)(8) of the National Environmental Policy Act (NEPA) filed on June 24, 2014 by Caltrans and re-validated on September 21, 2015 by Caltrans.

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

**SECTION 1:** The previous contract award for the Sign Upgrade Project Material Purchase CIP 2013-10, HSIPL 5429 (025) to Zumar Industries, Inc. is rescinded.

**SECTION 2:** The contract for the Sign Upgrade Project Material Purchase CIP 2013-10, HSIPL 5429 (025) is awarded to Safeway Sign Company as the lowest responsive and responsible bidder in the amount of \$76,309.91 and the City Manager is authorized to execute the contract on behalf of the City.

**SECTION 3:** The Director of Development Services is authorized to approve change orders in an amount not to exceed \$38,154.95 to purchase additional signs and related hardware.

**RESOLUTION NO. \_\_\_\_\_**

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 11<sup>th</sup> day of May, 2016 by the following roll call vote to wit:

**AYES:  
NOES:  
ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**RANDY VOEPEL, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**PATSY BELL, CMC, CITY CLERK**

April 20, 2016

Minjie Mei, P.E.  
City of Santee  
10601 Magnolia Ave.  
Santee, CA 92071

Subject: RFB Sign Upgrade Project Material Purchase Federal # HSIPL 5429 (025)  
Request for Relief of Bidder by Zumar Industries, Inc.

Dear Mr. Mei,

In regards to the Notice of Award to Zumar Industries for bid # HSIPL5429 (025), we would like to respectfully decline the award and request relief of the vendor status due to a discrepancy in bid documents which caused an error in the submitted prices.

My base bid price, in both figures and written words, did not include sales tax. The pretax rate was entered because there was not a designated price cell for tax and it was unclear as to whether tax was needed in the totals. The instruction paragraph entered above the written words section on page 7 of the Bid Summary page also did not state whether tax was to be part of the total.

The instruction paragraph listed on page 7 of Addendum #2 Bid Summary page is the same paragraph listed on page 3, section 2 "Error in Calculation" of the Instructions for Bidders with the exception of the last sentence. The sentence of "All prices or sums shall include all applicable sales and other taxes" was omitted in the paragraph on the Bid Summary page. This is a clear conflict of instruction in the bid documents.

I hope we can resolve this issue in a timely manner and without any cost to Zumar so that the City of Santee can move forward with their project by awarding the contract to the proper lowest bidder.

Sincerely,



Michelle Young  
Account Manager  
Zumar Industries, Inc.



City of Santee  
**COUNCIL AGENDA STATEMENT**

6C

**MEETING DATE**      May 11, 2016

**AGENDA ITEM NO.**

**ITEM TITLE**            **ACCEPTANCE AND APPROPRIATION OF 2015 URBAN AREA SECURITY INITIATIVE (UASI) GRANT TRAINING FUNDS**

**DIRECTOR/DEPARTMENT**      Richard Smith, Acting Fire Chief *RS*

**SUMMARY**

Each year since 2003, the U.S. Department of Homeland Security has provided San Diego County agencies funds in the form of Urban Area Security Initiative (UASI) Grants. The UASI grants are managed by the City of San Diego Office of Homeland Security (SD OHS) and are used to purchase items, materials and programs that will assist the entire region in times of natural or terrorism based disasters. The grants have a requirement that a certain portion be utilized for training.

UASI training fund priorities are established by the Urban Area Working Group (UAWG) and in previous years were available to individual agencies for specified training on a first come, first served fiscal year basis until the funds were depleted. However, the newly vetted process allocates specific dollar amounts to specific agencies.

During the application process, the Regional Technology Project (RTP) and the UAWG approved our project. Training participation costs will be reimbursed up to the allocated amount, \$4,186.00. This award is solely for overtime and backfill costs associated with the attendance of San Diego UASI sponsored training events as well as travel and tuition costs for UASI approved conferences. All activities funded with this award must be completed within the sub-recipient performance period of September 1, 2015 to December 31, 2017.

**FINANCIAL STATEMENT** *m*

Up to \$4,186.00 of FY15-17 Urban Security Initiative training funds managed by the City of San Diego will be utilized for pre-approved UASI grant training backfill overtime reimbursement.

**CITY ATTORNEY REVIEW** -       N/A       Completed

**RECOMMENDATION** *MSB* Accept and appropriate \$4,186.00 in FY15-17 UASI grant training and backfill overtime reimbursement funds.

**ATTACHMENTS** -

SD OHS Memorandum of Understanding  
Cal OES Grant Assurance

**AGREEMENT BETWEEN THE CITY OF  
SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE  
City of Santee  
FOR THE DISTRIBUTION OF FY 2015 UASI GRANT FUNDS**

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THIS AGREEMENT is made this day of \_\_\_\_\_, 20\_\_ in the City and County of San Diego, State of California, by and between the City of Santee ("SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("San Diego" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Homeland Security ("OHS").

***RECITALS***

WHEREAS, The United States Department of Homeland Security ("DHS") designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area ("SDUA") was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Urban Area Working Group ("UAWG"), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Homeland Security ("SD OHS"), as the "core city" for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OHS Executive Director is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: ) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2015-00078, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated September 25, 2015.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OHS Executive Director with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OHS, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**UASI Management Team**” shall mean The City of San Diego Office of Homeland Security Executive Director, Program Manager, Supervising Homeland Security Coordinator, as well as project, grant, and administrative staff. The Executive Director appoints members to the Management Team to implement the policies of the UAWG.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The

terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

## ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

## ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2015** and shall end at 11:59 p.m. San Diego time on **JANUARY 31, 2018**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) General Requirements. SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OHS Executive Director or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OHS Executive Director, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) No Supplanting. SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
  - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
  - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
  - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
  - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

### 3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

### 3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

### 3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees

to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: “This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than January 13, 2017. Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

#### **ARTICLE 4 REPORTING REQUIREMENTS; AUDITS**

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

**ARTICLE 6**  
**INDEMNIFICATION AND GENERAL LIABILITY**

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 7**  
**EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE**

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

**7.3 Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8  
ASSIGNMENTS**

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

## ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Homeland Security UASI Management Team:

San Diego Office of Homeland Security  
1010 Second Ave, Suite 1500  
San Diego, CA 92101  
Attn: Katherine Jackson, Program Manager  
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE City of Santee, Fire Administration  
ADDRESS 10601 N. Magnolia Avenue  
CITY, STATE, ZIP Santee, CA 92071  
ATTN John Garlow, Interim Division Chief  
FACSIMILE (619) 562-6514

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

## ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the

UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
  - a) Name of entity receiving award;
  - b) Amount of award;
  - c) Funding agency;
  - d) The Catalog of Federal Domestic Assistance program number;
  - e) Award title (descriptive of the purpose of the funding action);
  - f) Location of the entity and primary location of performance including city, state, and Congressional district;
  - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
  - h) Total compensation and names of top five executives (same thresholds as for prime recipients).
  
2. The Total compensation and names of the top five executives if:
  - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
  - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

## ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

## **ARTICLE 12 COMPLIANCE**

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

\_\_\_\_\_  
JOHN VALENCIA  
EXECUTIVE DIRECTOR  
OFFICE OF HOMELAND SECURITY

\_\_\_\_\_  
SUBRECIPIENT  
Marlene Best, City Manager

Federal Tax ID #: 95-3559473

**Approved as to Form:**  
Jan I. Goldsmith  
City Attorney

Approved as to Form:

\_\_\_\_\_  
Best Best & Krieger                      Date

By: \_\_\_\_\_  
Deputy City Attorney

## Appendix A — SUBRECIPIENT Award Letter



### THE CITY OF SAN DIEGO

December 22, 2015

Paul Malone  
Interim City Manager  
City of Santee  
10601 Magnolia Ave  
Santee, CA 92071

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
FY 2015 Homeland Security Grant Program  
Grant# 2015-00078 Cal OES ID# 073-66000  
Sub-recipient Performance Period: September 1, 2015, to December 31, 2017

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) approved your FY15 Urban Area Security Initiative (UASI) award.

<u>Activities:</u>	<u>Amount</u>	<u>Completion Date</u>
All Projects	\$2,000	December 31, 2016
Project A	\$2,000	December 31, 2016
Project B	\$	December 31, 2016
Project C	\$	December 31, 2016
Project D	\$	December 31, 2016
Project E	\$	December 31, 2016

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project (s). Throughout the grant cycle, SD OHS will use performance milestones set in the HSGP application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the sub-recipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, and sole source procurement requests require additional approvals from California Governor's Office of Emergency Services (Cal OES). Sub-recipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Sub-recipients are also required to obtain a performance bond prior to the purchase of any



OFFICE OF HOMELAND SECURITY  
1010 SECOND AVENUE, SUITE 1500, SAN DIEGO, CALIFORNIA 92101  
PHONE: (619) 533-6760 • FAX: (619) 533-6786

6

equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement.

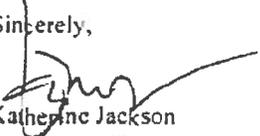
Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES grant assurances. Your agency must coordinate with SD OHS to prepare and submit quarterly projections via email so that SD OHS can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. You must also submit a copy of the Cal OES performance reports to your UASI Program Representative monthly or as directed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OHS within 30 days upon receipt of an invoice from SD OHS.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 1010 2<sup>nd</sup> Ave Ste. 1500, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,

  
Katherine Jackson  
Program Manager  
City of San Diego Office of Homeland Security



Paul Malone  
Interim City Manager  
1/04/2016

## Appendix B-- Grant Assurances

Name of Jurisdiction: City of Santee  
Name of Authorized Agent: Marlene Best Address: 10601 N. Magnolia Avenue  
City: Santee State: California Zip Code: 92071  
Telephone Number: 619-258-4100  
Fax Number: 619-562-0649 E-Mail Address: mbest@cityofsanteeca.gov

**As the duly authorized representative of APPLICANT, I hereby certify** that APPLICANT has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that APPLICANT is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. APPLICANT hereby agrees to comply with the following:**

### **1. Proof of Authority**

APPLICANT will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that APPLICANT and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of APPLICANT and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

**2. Period of Performance**

APPLICANT will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

**3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, APPLICANT certifies that:

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

APPLICANT will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, APPLICANT agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

**4. Debarment and Suspension**

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, APPLICANT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. APPLICANT certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal

department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where APPLICANT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **5. Non-Discrimination and Equal Employment Opportunity**

APPLICANT will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race,

- color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), APPLICANT will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

#### **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), APPLICANT certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

#### **7. Environmental Standards**

APPLICANT will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;
- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);

- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, APPLICANT shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

**8. Audits**

For subrecipients expending \$750,000 or more in Federal grant funds annually, APPLICANT will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

**9. Access to Records**

In accordance with 2 CFR §200.336, APPLICANT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. APPLICANT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

**10. Conflict of Interest**

APPLICANT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**11. Financial Management**

False Claims for Payment

APPLICANT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

**12. Reporting - Accountability**

APPLICANT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial

Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

APPLICANT also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

### **13. Human Trafficking**

APPLICANT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

### **14. Labor Standards**

APPLICANT will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

### **15. Worker's Compensation**

APPLICANT must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

### **16. Property-Related**

If applicable to the type of project funded by this Federal award, APPLICANT will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the

Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### **17. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, APPLICANT will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### **18. Freedom of Information Act**

APPLICANT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. APPLICANT should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

#### **19. California Public Records Act**

APPLICANT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

### **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

#### **20. Personally Identifiable Information**

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

## **21. Disposition of Equipment**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

## **22. Reporting Accusations and Findings of Discrimination**

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

## **23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## **24. Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

## **25. Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

## **26. Hotel and Motel Fire Safety Act of 1990**

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire

prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

**27. Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

**28. USA Patriot Act of 2001**

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. APPLICANT recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on APPLICANT, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by APPLICANT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by APPLICANT to enter into this agreement for and on behalf of APPLICANT.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: Marlene Best

Title: City Manager Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Best Best & Krieger

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Governor's Office of Homeland Security  
FY15 Urban Area Security Grant

Grant FY15 UASI Grant #2015-00078  
FIPS #073-66000 CFDA #97.067

Supporting Information for Cash Request

Cash Request #\_\_\_: Requesting reimbursement in the amount of \$----- DUNS #\_\_\_\_\_

Under Penalty of Perjury I certify that

- The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.
- After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.
- The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- No Event of Default has occurred and is continuing.
- The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.
- This claim is for costs incurred within the grant performance period.

Printed Name \_\_\_\_\_

Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Remittance Address (Address check will be mailed to)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail Reimbursement Requests to

City of San Diego Office of Homeland Security  
Grants Management Section  
1010 Second Ave, Ste 1500  
San Diego, CA 92101

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Cover Sheet  
Office of Homeland Security  
FY 15 Urban Area Security Initiative Grant Program  
Award # 2015-00078  
CalEMA ID #073-66000 CFDA #97.067

Reimbursement Request # \_\_\_\_\_

Mail Reimbursement Request to: DATE: \_\_\_\_\_

City of San Diego AGENCY: \_\_\_\_\_  
Office of Homeland Security  
ATTN: Grants Management Section DUNS Number: \_\_\_\_\_  
1010 Second Ave, Ste 1500  
San Diego, CA 92101

Expenditure Period: \_\_\_\_\_

Maximum Amount of  
Funds Specified in  
Subrecipient  
Award Letter: \_\_\_\_\_

Type of Expenditure	Reimbursements Requested this Request	Total Reimbursements Requested to Date (incl. this request)
Equipment		
Training		
Planning		
Organization		
Exercise		
Total	\$ -	\$ -

For questions regarding this reimbursement request contact

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

Remittance Address (Address check will be mailed to)

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

City of San Diego  
Reimbursement Processing Checklist  
Equipment Reimbursements



FY \_\_\_\_\_ Grant \_\_\_\_\_  
Jurisdiction \_\_\_\_\_ Reimbursement Amount \_\_\_\_\_

- Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- Workbook
  - Verified that items are in approved workbook (if it is not listed in the workbook it is not reimbursable)
  - Entered invoice information on appropriate line(s) and highlighted
- Required Pre-Approvals Attached (EHP, Aviation, Sole Source, etc.)
- Procurement Documentation
  - Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - Quotes
    - Number of quotes received \_\_\_\_\_
  - RFP
    - Advertisement, Medium Used
    - RFP Cover Page
    - Cover Sheets showing the submitting bidders in response to RFP
    - Award Letter
  - Sole Source (Copy of Agency Approval \_\_\_\_\_ and CalEMA Approval \_\_\_\_\_)
  - 1122 Program
    - Copy of signed order form submitted to 1122 program
  - Performance Bond if equipment is a vehicle, aircraft or watercraft or any equipment \$250,000 or more
- Invoices
  - Invoices certified as originals
  - Vendor Debarment List Checked/Print out
- Proof of Payment
- DUNS Number \_\_\_\_\_
- Confirm each page within reimbursement request has grant identification stamp

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

City of San Diego  
Reimbursement Processing Checklist  
Equipment Reimbursements



FY \_\_\_\_\_ Grant \_\_\_\_\_  
Jurisdiction \_\_\_\_\_ Reimbursement Amount \_\_\_\_\_

- Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- Workbook
  - Verified that items are in approved workbook (if it is not listed in the workbook it is not reimbursable)
  - Entered invoice information on appropriate line(s) and highlighted
- Required Pre-Approvals Attached (EHP, Aviation, Sole Source, etc.)
- Procurement Documentation
  - Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - Quotes
    - Number of quotes received \_\_\_\_\_
  - RFP
    - Advertisement, Medium Used
    - RFP Cover Page
    - Cover Sheets showing the submitting bidders in response to RFP
    - Award Letter
  - Sole Source (Copy of Agency Approval \_\_\_\_\_ and CalEMA Approval \_\_\_\_\_)
  - 1122 Program
    - Copy of signed order form submitted to 1122 program
  - Performance Bond if equipment is a vehicle, aircraft or watercraft or any equipment \$250,000 or more
- Invoices
  - Invoices certified as originals
  - Vendor Debarment List Checked/Print out
- Proof of Payment
- DUNS Number \_\_\_\_\_
- Confirm each page within reimbursement request has grant identification stamp

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

### City of San Diego Reimbursement Processing Checklist Training Reimbursements



FY \_\_\_\_\_

Grant \_\_\_\_\_

Jurisdiction \_\_\_\_\_

Reimbursement Amount \_\_\_\_\_

- Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- Training Detail Worksheet
- Invoices
  - Vendor Debarment List Checked/Print out
- Procurement Documentation
  - Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - Quotes
    - Number of quotes received \_\_\_\_\_
  - RFP
    - Advertisement, Medium Used
    - RFP Cover Page
    - Cover Sheets showing the submitting bidders in response to RFP
    - Award Letter
  - Sole Source (Copy of Agency Approval \_\_\_\_\_ and CalEMA Approval \_\_\_\_\_)
- Proof of Course Total Cost (if requesting reimbursement)
- Course Roster or Proof of Attendance (certificate)
- Proof of Travel Costs (if requesting reimbursement)      You must use the most restrictive rates between your agency and Federal Per Diem
- Contractor/Consultant Summary (Email Electronic Version to OHS)
- Personnel Summary of overtime costs
- Payroll documentation
  - Full Time Card for Each Employee
  - Proof of Hourly Rate
  - Financial System Report Showing Expense
  - Proof of Payment
  - Agency employee working as contractor must show time off proof
- Confirm each page within the reimbursement request has a stamp Emailed Electronic Version of Employee Summary to OHS
- DUNS Number \_\_\_\_\_

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

### City of San Diego Reimbursement Processing Checklist Exercise Reimbursements



FY \_\_\_\_\_ Grant \_\_\_\_\_  
Jurisdiction \_\_\_\_\_ Reimbursement Amount \_\_\_\_\_

- Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- Exercise Detail Worksheet
  - Verified that total in each column matches documentation total provided
- Invoices
- Procurement Documentation
  - Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - Quotes
    - Number of quotes received \_\_\_\_\_
  - RFP
    - Advertisement Medium Used
    - RFP Cover Page
    - Cover Sheets showing the submitting bidders in response to RFP
    - Award Letter
  - Sole Source (Copy of Agency Approval \_\_\_\_\_ and CalEMA Approval \_\_\_\_\_)
- Proof of Non-Personnel Exercise Total (if requesting reimbursement)
- Exercise Roster or Proof of Attendance
- Proof of Travel Costs (if requesting reimbursement)    You must use the most restrictive rates between your agency and Federal Per Diem
- Contractor/Consultant Summary (Email Electronic Version to OHS)
- Personnel Summary of overtime costs
- Payroll documentation
  - Full Time Card for Each Employee
  - Proof of Hourly Rate
  - Financial System Report Showing Expense
  - Proof of Payment
- Confirm each page within the reimbursement request has a stamp and is filled out
- DUNS Number \_\_\_\_\_

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

City of San Diego  
Reimbursement Processing Checklist



Planning

Organization

FY \_\_\_\_\_

Grant \_\_\_\_\_

Jurisdiction \_\_\_\_\_

Reimbursement Amount \_\_\_\_\_

- Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- Description of Tangible Product (Deliverable) (for Planning only)
- Workbook
  - Verified that items are in approved workbook (if it is not listed in the workbook it is not reimbursable)
  - Entered actual total amount spent in actual column of workbook and highlighted
- Task List
- Invoices
  - Invoices certified as originals
  - Vendor Debarment List Checked/Print out
- Procurement Documentation
  - Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - Quotes
    - Number of quotes received \_\_\_\_\_
  - RFP
    - Advertisement, Medium Used
    - RFP Cover Page
    - Cover Sheets showing the submitting bidders in response to RFP
    - Award Letter
  - Sole Source (Copy of Agency Approval \_\_\_\_\_ and CalEMA Approval \_\_\_\_\_)
- Proof of Travel Costs (if requesting reimbursement) You must use the most restrictive rates between your agency and Federal Per Diem
- Contractor/Consultant Summary (Email Electronic Version to OHS)
- Personnel Summary of overtime costs
- Payroll documentation
  - Full Time Card for Each Employee or contractor
  - Proof of Hourly Rate
  - Financial System Report Showing Expense
  - Proof of Payment
- Confirm each page within the reimbursement request has a stamp and is filled out
- DUNS Number \_\_\_\_\_







**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

City of San Diego Office of Homeland Security

**PERFORMANCE PERIOD EXTENSION REQUEST**

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

UASI FY: \_\_\_\_\_

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Milestone Deadline:

Adjusted Milestone with additional funds:

Requested Milestone Extension Deadline:

1. Describe the details of the project:
  
2. What is the current status of the project?
  
3. Please provide a timeline as to how you will meet the new requested date:
  
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
  
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
  
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
<b>PROJECT A:</b>		
<b>TOTAL</b>		
<b>PROJECT B:</b>		
<b>TOTAL</b>		

**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

<b>PROJECT D:</b>		
<b>TOTAL</b>		
<b>PROJECT E:</b>		
<b>TOTAL</b>		
<b>PROJECT G:</b>		
<b>TOTAL</b>		
<b>All Investments TOTAL</b>		



**Office of Homeland Security**  
**Signature Authorization Form**  
**FY 2015 Homeland Security Grant Programs**

Jurisdiction: City of Santee

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

The below named personnel are authorized to request for reimbursement for the following Homeland Security Grant Programs: Urban Area Security Initiative (UASI).

NAME (TYPED/PRINTED)	SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS
Richard Smith		619-258-4100x204	rsmith@cityofsanteeca.gov
John Garlow		619-258-4100x200	jgarlow@cityofsanteeca.gov
John Sengebusch		619-258-4100x203	jsengebusch@cityofsanteeca.gov
Venus McFadden		619-258-4100x208	vmcfadden@cityofsanteeca.gov

This form supersedes all others for above indicated jurisdiction. Requests for reimbursement signed by staff **not** identified in this form will **not** be processed.

**Marlene Best** \_\_\_\_\_ 619-258-4100 x295  
 Authorized Agent Printed Name and Signature Phone No.

Mail form to City of San Diego, Office of Homeland Security, 1010 2<sup>nd</sup> Avenue, Suite 1500, San Diego, CA 92101

## Cal OES Grant Assurance

May 5, 2016

Marlene Best  
City Manager  
City of Santee  
10601 Magnolia Ave  
Santee, CA 92071

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL - TRAINING**  
FY 2015 Homeland Security Grant Program  
Grant# 2015-00078 Cal OES ID# 073-66000  
Sub-recipient Performance Period: September 1, 2015, to December 31, 2017

**Sub-recipient:**

The San Diego Office of Homeland Security (SD OHS) approved your FY15 Urban Area Security Initiative (UASI) training attendance and participation award. This award is solely for overtime and backfill costs associated with the attendance of San Diego UASI sponsored training events as well as travel and tuition costs for UASI approved conferences.

<u>Activities:</u>	<u>Amount</u>	<u>Completion Date</u>
Project E	\$4,186	December 31, 2016

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project (s). Training participation costs will only be reimbursed up to the allocated amount. All reimbursement requests should be submitted no later than ninety (90) days after course, training or event completion. All activities funded with this award must be completed within the sub-recipient performance period.

Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES grant assurances. Your agency must coordinate with SD OHS to prepare and submit quarterly projections via email for the duration of the grant period or until you complete all activities and the grant is formally closed. Any training participation funds not expended as reported in the quarterly progress reports will be reallocated. Failure to submit required reports could result in grant reduction, suspension, or termination.

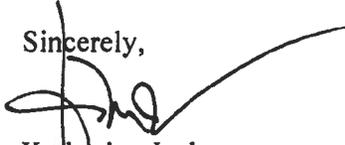
This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OHS within 30 days upon receipt of an invoice from SD OHS.

City of Santee  
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Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 1010 2<sup>nd</sup> Ave Ste. 1500, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,



Katherine Jackson  
Program Manager  
City of San Diego Office of Homeland Security

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Marlene Best  
City Manager, City of Santee

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Date