



**City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, August 3, 2021 6:00 p.m.**

**Lemon Grove Community Center  
3146 School Lane, Lemon Grove, California 91945**

**City Council**

Racquel Vasquez, Mayor  
Jerry Jones, Mayor Pro Tem  
Jennifer Mendoza, Councilmember  
Liana LeBaron, Councilmember  
George Gastil, Councilmember

A public agenda packet is available for review on the [City's website](#)

*Effective May 18, 2021 the City of Lemon Grove will resume in-person Open Session meetings at the Lemon Grove Community Center, 3146 School Lane, Lemon Grove, California 91945. Masks and hand sanitizer will be available and social distancing will be maintained in the Chambers. In consideration of others, face coverings will be required.*

*Virtual City Council Regular Meetings will be discontinued, however submission of Public Comment via email prior to the meeting deadline will be accepted in addition to in-person Public Comments. Following the meeting, audio recording only will be posted on the City's website within 72 hours.*

**Public Comment:**

Written Public Comment will be accepted by email with the subject line PUBLIC COMMENT ITEM \_\_\_\_\_. Email to the Deputy City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) prior to the meeting. The deadline for the public comment to be submitted is **Tuesday, August 3, 2021 at 12:00 p.m.** Any comment received after the deadline will not be read out-loud but will be maintained in the record.

**Process:**

1. Email the Deputy City Clerk your written comment. In the Subject Line of the email indicate whether comment is for Public Comment (item not on the agenda) or Agenda Item #\_\_\_\_\_.

Participants addressing the City Council by email are encouraged to provide the following information:

- a) Full Name;
- b) Contact Number;
- c) Address;
- d) Public Comment or Agenda Item No;
- e) Subject;
- f) Written Comments

2. Include Comment – Comment is limited up to three (3) minutes. Comment will be read by the Deputy City Clerk up to the three (3) minute mark.

If comment is received but there is no indication as to whether it is to be read under Public Comment or a specific agenda item, the comment will be retained in the record but not read at the meeting.

**City of Lemon Grove  
City Council Regular Meeting Agenda**

**Tuesday, August 3, 2021 6:00 p.m.**

**Lemon Grove Community Center**  
3146 School Lane, Lemon Grove, California 91945

*The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency*

**Call to Order**

**Pledge of Allegiance:**

**Changes to the Agenda:**

**Presentations:**

Introduce Brian Nevins, Captain for the Lemon Grove Sheriff's Department, Lydia Romero, City Manager

Introduce Roberto Alcantar, New SDG&E Public Affairs Manager, Mike James, Assistant City Manager/Public Works Director

MTS Update – New Fare Collection System – PRONTO and Ride Free in September Promotion, Rob Schupp, MTS Director of Marketing & Communications

**Public Comment:**

*Written public comments submitted by the deadline via email to the Deputy City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) will be read into the record by the Deputy City Clerk. To address the Council in-person, you will be required to fill out and submit a speaker slip at the meeting (provided at the City Council Meeting) to the Deputy City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to three (3) minutes.*

**Consent Calendar:**

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)

1.A Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

1.B City of Lemon Grove Payment Demands

Reference: Rod Greek, Administrative Services Director

Recommendation: Ratify Demands

1.C Note and File Planning Commission Meeting Minutes

Reference: Audrey Malone, Deputy City Clerk

Recommendation: Approval of Planning Commission Meeting Minutes, meeting of May 24, 2021, approved by the Planning Commission at the July 26, 2021 Regular Planning Commission Meeting.

- 1.D Acceptance of FY 20 State Homeland Security Grant Program Urban Areas Security Initiative Funds

Reference: Steve Swaney, Heartland Fire Chief

Recommendation: That the City Council adopt a resolution accepting FY 2020 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.

- 1.E Amendment No. 2 to the Agreement with Home Start

Reference: Mike James, Assistant City Manager / Public Works Director and Christian Olivas, Management Analyst

Recommendation: Adopt a resolution approving Amendment No. 2 to the professional services agreement with Home Start for homeless outreach services.

**Public Hearing:**

- 2. General Plan Housing Element and Safety Element Update

Reference: Noah Alvey, Community Development Manager

Recommendation: Conduct a public hearing and adopt resolutions approving a Negative Declaration and a General Plan Amendment (Housing Element and Safety Element Updates).

**Reports to Council:**

- 3. Breathing Air Compressor Emergency Purchase

Reference: Steve Swaney, Heartland Fire Chief

Recommendation: Adopt a resolution approving the appropriation of funds for the emergency purchase of a breathing air compressor for an amount not to exceed \$75,000.00.

**City Council Reports on Meetings Attended at the Expense of the City**

*(GC 53232.3 (d)) (53232.3.(d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)*

**City Manager Report:**

**Closed Session:**

- a. Public Employment  
Public Employee Performance Evaluation: City Manager  
Government Code Section 54957

**Adjournment**

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS  
CITY OF LEMON GROVE )

I, Audrey Malone, Deputy City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on July 30, 2021 to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone  
Audrey Malone, Deputy City Clerk

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov). A full agenda is available for public review at City Hall.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.A  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Kristen Steinke, City Attorney  
**Item Title:** **Waive the Full Text Reading of all Ordinances**

---

**Summary:** Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

### **Environmental Review:**

- Not subject to review  Negative Declaration  
 Categorical Exemption, Section |  Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.B  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Rod Greek, Administrative Services Director  
[RGreek@lemongrove.ca.gov](mailto:RGreek@lemongrove.ca.gov)  
**Item Title:** **City of Lemon Grove Payment Demands**

---

**Recommended Action:** Ratify Demands.

**Environmental Review:**

- Not subject to review  Negative Declaration  
 Categorical Exemption, Section |  Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Yolanda Cerezo, Interim Finance Manager  
For Council Meeting: 08/03/21

ACH/AP Checks 06/25/21-07/21/21 3,332,341.82

Payroll - 06/29/21 128,966.42

Payroll - 07/13//21 134,209.86

Total Demands 3,595,518.10

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Refill 6/24/21	Pitney Bowes Global Financial Services LLC	06/25/2021	Postage Usage 6/24/21	250.00	250.00
ACH	5/22/2021 26728223 26728224 82080011 5/11/2021 5/1/2021 5/9/2021 5/19/2021 5/1/2021 4/29/2021 5/18/2021 Fire 5/1/21 4/27/2021 4/30/2021 5/5/2021 1017976420 9878991863 9879672133 9879672134 9879672658 CB 061121	Wells Fargo	06/30/2021	AT&T - Backup City Hall Internet- 4/23/21-5/22/21 Canon Financial Svcs - Canon Plotter Contract Charge 5/20/21-6/19/21 Canon Financial Svcs - Canon Plotter 2 Yr Carepack 5/20/21-6/19/21 Corelogic - RealQuest Graphics Package - Apr21 Cox - Calsense Modem Line: 2259 Washington 5/11-6/10/21 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 5/1/21-5/31/21 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 5/9/21-6/8/21 Cox - Phone/PW Yard/2873 Skyline- 5/19/21-6/18/21 Cox - Phone/City Hall 5/1/21-5/31/21 Cox - Internet/Comm Ctr- 4/30/21-5/29/21 Cox - Copy Room Fax Line- 5/18/21-6/17/21 Cox - MainPhone/Fire 5/1/21-5/31/21 Cox - City Hall Fire Alarm 4/27/21-5/26/21 Cox - PEG Circuit Svc- 4/30/21-5/29/21 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 5/4/21-6/3/21 Pitney Bowes - Postage Meter Supplies/Postage Ink Verizon - Modems - Cardiac Monitors - 4/4/21-5/3/21 Verizon - City Phone Charges- 4/13/21-5/12/21 Verizon - PW Tablets- 4/13/21-5/12/21 Verizon - Mobile Broadband Access- 4/13/21-5/12/21 Wells Fargo - Cash Back Award Stmt 6/11/21	85.60 144.00 72.73 300.00 24.15 24.15 94.39 220.23 966.86 75.00 4.79 452.38 48.17 2,923.23 349.22 274.73 21.54 192.16 228.05 76.02 -305.54	6,271.86
ACH	May19-Jun15 21	California Public Empl Retirement System	06/30/2021	Pers Retirement 5/19/21-6/15/21	65,161.41	65,161.41
ACH	Jun29 21	US Treasury	07/01/2021	Federal Taxes 6/29/21	27,897.28	27,897.28
ACH	781254	Aflac	07/01/2021	AFLAC Insurance 6/30/21	1,689.44	1,689.44
ACH	Jul21	Pers Health	07/02/2021	Pers Health Insurance - Jul21	47,684.65	47,684.65
ACH	Jun29 21	Employment Development Department	07/02/2021	State Taxes 6/29/21	8,300.10	8,300.10
ACH	Jun16-Jun29 21	Calpers Supplemental Income 457 Plan	07/02/2021	457 Plan 6/16/21-6/29/21	8,109.05	8,109.05
ACH	Jun21	Sedgwick Claims Management Services, Inc.	07/02/2021	CLG Workers Comp Claims - Jun'21	3,499.84	3,499.84
ACH	Apr21	San Diego County Sheriff's Department	07/06/2021	Law Enforcement Services -Apr'21	515,691.85	515,691.85
ACH	12000366	LEAF	07/07/2021	Ricoh C3502 Copier System-PW Yard - Jun'21	160.51	160.51
ACH	Jun21	Home Depot Credit Services	07/09/2021	Home Depot Purchases - Jun'21	2,205.65	2,205.65
ACH	Jun21	Wells Fargo	07/12/2021	Bank Service Charge - Jun'21	864.24	864.24
ACH	Jun21	Wells Fargo	07/13/2021	Credit Card Processing-Mo.Svc - Jun'21 Credit Card Transaction Fees-Jun'21	9.95 1,045.05	1,055.00
ACH	2020/21	California Public Empl Retirement System	07/14/2021	1959 Survivor Benefit	3,510.00	3,510.00
ACH	Refill 7/12/21	Pitney Bowes Global Financial Services LLC	07/14/2021	Postage Usage 7/12/21	250.00	250.00
ACH	Jul13 21	Employment Development Department	07/15/2021	State Taxes 7/13/21	8,537.71	8,537.71
ACH	72778330	WEX Bank	07/15/2021	Fuel - Fire/PW - Jun'21	2,162.50	2,162.50
ACH	Jun30-Jul13 21	Calpers Supplemental Income 457 Plan	07/16/2021	457 Plan 6/30/21-7/13/21	8,109.05	8,109.05
ACH	1173	PARS	07/20/2021	115 Pension Trust	308,942.00	308,942.00
ACH	Jul13 21	US Treasury	07/21/2021	Federal Taxes 7/13/21	29,619.61	29,619.61
ACH	1789755 1789756 1789754	US Bank-Corporate Trust Services	07/21/2021	2019A Bonds 2019B Bonds 2014 Bonds	427,419.03 468,393.22 329,770.52	1,225,582.77
14498	7226 7227	Aguirre & Associates	06/30/2021	Olive St ROW Survey - May'21 Broadway/Kelvin LLA & Dedication - May'21	126.00 607.50	733.50
14499	06150-2007-RI-2	APCD	06/30/2021	Emission Fee Renewal - Engine	624.40	624.40
14500	37063-IN	Aztec Landscaping Inc	06/30/2021	Landscape Mgmt Svc - May'21	3,610.00	3,610.00
14501	James-FY22	CALPELRA	06/30/2021	Conference Regis/CA Publ Emp Lab RelAssn/James 11/15/21-11/19/21	1,090.00	1,090.00

14502	0000015588 0000015588 0000015588 0000015588 0000015588 0000015588	City of El Cajon	06/30/2021	Overtime Reimbursement - Cameron 5/24/21 Overtime Reimbursement - Gibson 5/28/21 Overtime Reimbursement - Shaba 5/22/21 Overtime Reimbursement - Shaba 5/26/21 Overtime Reimbursement - Wrisley 5/29/21 Overtime Reimbursement - Wrisley 6/7/21	106.45 1,101.54 1,215.85 1,215.85 1,215.85 1,139.86	5,995.40
14503	2727	Clark Telecom & Electric Inc.	06/30/2021	Street Light Dig-Alert Markouts - May'21	882.94	882.94
14504	Jun21	Colonial Life	06/30/2021	Colonial Optional Insurance Jun-21	328.76	328.76
14505	6693 6698 6699 6700 6701 6702	D- Max Engineering Inc	06/30/2021	7946 Broadway SWQMP Plan Review 6/2/21-6/11/21 Broadway Self-Storage Inspection 5/1/21-5/31/21 1993 Dain Dr Inspection 5/1/21-5/31/21 6800 Mallard Ct Inspection 5/1/21-5/31/21 Golden Doors Inspection 5/1/21-5/31/21 Popeyes Inspection 5/1/21-6/1/21	1,262.50 509.30 149.80 321.30 27.30 490.48	2,760.68
14506	0521.03.0526	Dexter Wilson Engineering, Inc.	06/30/2021	FY21/22 Sewer Svc Charge Analysis for LG Sanitation District- May'21	2,860.00	2,860.00
14507	INV101707	George Hills Company	06/30/2021	PINS Annual Software License Fee	1,350.00	1,350.00
14508	4/21/21-6/16/21	Helix Water District	06/30/2021	Water Services- 4/21/21-6/16/21	28,438.78	28,438.78
14509	Jun29 21	ICMA	06/30/2021	ICMA Deferred Compensation Pay Period Ending 6/29/21	780.77	780.77
14510	503190FY22	ICMA Membership Renewals	06/30/2021	ICMA Annual Membership Dues - 7/1/21-6/30/22	1,237.47	1,237.47
14511	13694 13695 13696 13699 13700 13701 13703 13704 13768	Infrastructure Engineering Corporation	06/30/2021	Prof Svc: 1913 Berry St- CO Svcs 3/27/21-4/30/21 Prof Svc: Mallard Ct- CO Svcs 3/27/21-4/30/21 Prof Svc: ENC-021-0014 Brueni/New Jersey/Tweed 3/27/21-4/30/21 Prof Svc: 3065 LGA Grading- CO Svcs 3/27/21-4/30/21 Prof Svc: ENC-021-0002 Berry St/Bryson Ln-CO Svc 3/27/21-4/30/21 Prof Svc: Popeyes- CO Svcs 3/27/21-4/30/21 Prof Svc: ENC-020-0034 Annual Permit AT&TCO Svcs 3/27/21-4/30/21 Prof Svc: ENC-020-0029 8489 Adams - CO Svcs 3/27/21-4/30/21 Prof Svc: 1913 Berry St- CO Svcs 5/1/21-5/28/21	148.00 148.00 148.00 222.00 148.00 148.00 148.00 148.00 148.00 148.00	1,406.00
14512	1106521 1107030	Life-Assist, Inc.	06/30/2021	Physio-Control Edge Electrodes/Adult/Chest Seals/Gauze/Gloves Nitrile Gloves	2,099.50 617.03	2,716.53
14513	INV498188	LN Curtis & Sons	06/30/2021	Shadow 14" XF Pull-On Boots - PW	884.63	884.63
14514	1823	Miller Spatial Services, LLC	06/30/2021	GIS Analyst/Consulting Support Services-thru 11/30/20	5,815.00	5,815.00
14515	IN1592777	Municipal Emergency Services Inc	06/30/2021	SCBA Fit Tests	100.00	100.00
14516	153664PS 153664PS	Pacific Sweeping	06/30/2021	Street Sweeping/Parking Lot - May'21 Power Washing/Bus Shelters - May'21	1,583.00 4,388.00	5,971.00
14517	18463	Smart Cover Systems Inc.	06/30/2021	Repairs/Sewer Camera - Sanitation 5/19/21	1,539.86	1,539.86
14518	CLG-30 CLG-31	Smith Air Conditioning	06/30/2021	Service Call - AC Unit Repair/Replace 2 HP Motor - Sheriff Stn Service Call - AC Unit Repair/Replace 5 Ton Compressor- Fire Stn	1,085.00 2,645.00	3,730.00
14519	81041 81042 81043	Southwest Signal Service	06/30/2021	Markout Reports - Underground Service Alert - May'21 Bi-Monthly Traffic Signal Maintenance - May'21 Traffic Signal Service Calls - May'21	80.00 975.00 1,126.25	2,181.25
14520	dsb20202668	Underground Service Alert of SC	06/30/2021	State Fee/Regulatory Monthly Costs/Dig Alert 2020	35.71	35.71
14521	520210393	Underground Service Alert of SC	06/30/2021	50 New Ticket Charges - May'21	92.50	92.50
14522	STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021 STMT 5/24/2021	US Bank Corporate Payment Systems	06/30/2021	Bottled Water & Station Supplies Airfare/CALPELRA/Monterey/James 11/16/21-11/19/21 Oil Absorbent/Postage/Tri-tube City Council Audio Annual Subscription Repair/City Clerk Scanner Homeless Outreach Kit Supplies Bicycle Lights & Siren/Bike Patrol Grant Credit/Office Chair Repair/AC/LGPW#07 '14 Patch Truck Work Pants/Shirts - PW Repair/Filter/LGPW#26 '14 Sanitation Van Sewer Gate Cap/1335 Bakersfield FV Cart Kit/Repair - Annex Bathroom Council Chambers Supplies & Sound System Repair Name Plates for City Council Mtgs Annual Adobe Acrobat Subscription	77.81 369.28 91.03 135.00 51.50 425.39 147.62 -152.24 875.00 241.17 14.85 30.38 34.25 1,074.83 36.64 179.88	3,632.39
14523	26907	Westnet, Inc.	06/30/2021	LG Fire First-in Alerting System	10,572.89	10,572.89
14524	39934	A Aaron Lock & Key	07/07/2021	Keys	89.34	89.34
14525	062921	AAA Imaging	07/07/2021	2021-2022 Budget Books	490.26	490.26
14526	Jul-Dec 21	Adams Robert	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88



14527	Jul-Dec 21	Anderson, Curtis	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14528	16646965	AT&T	07/07/2021	Fire Backup Phone Line- 5/22/21-6/21/21	45.65	45.65
14529	5216423	Bearcom Group Inc.	07/07/2021	Portable Radios Monthly Contract 6/22/21-7/21/21	150.00	150.00
14530	43489	Boot World Inc	07/07/2021	Work Boots - PW	112.99	112.99
14531	Jul-Dec 21	Brackmann, Bruce	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88
14532	Jul 2021	California Dental Network Inc	07/07/2021	California Dental Insurance -Jul21	269.26	269.26
14533	Jul-Dec 21	Chamberlain, Dale	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14534	2021.3027 2021.3028 2021.3317 2021.3318	Chen Ryan	07/07/2021	Prof Svc: Connect Main St Ph 3 thru 1/31/21 Prof Svc: Connect Main St Ph 1-2 thru 1/31/21 Prof Svc: Connect Main St Ph 3 thru 5/29/21 Prof Svc: Connect Main St Ph 1-2 thru 5/29/21	4,988.30 31,472.05 6,600.02 11,273.00	54,333.37
14535	0000015623 0000015623 0000015623 0000015623 0000015623 0000015630 0000015630	City of El Cajon	07/07/2021	Overtime Reimbursement - Garcia 6/21/21 Overtime Reimbursement - Lopez 6/20/21 Overtime Reimbursement - Lopez 6/21/21 Overtime Reimbursement - Shaba 6/13/21 Overtime Reimbursement - Timmins 6/15/21 Overtime Reimbursement - Lopez 6/30/21 Overtime Reimbursement - Wrisley 6/26/21	1,403.18 1,258.79 1,258.79 1,258.79 1,403.18 1,258.79 236.02	8,077.54
14536	23206 23206 23206	City of La Mesa	07/07/2021	Overtime Reimbursement - Runkle 5/15/21 Overtime Reimbursement - Provence 5/28/21 Overtime Reimbursement - Wright 6/10/21	1,310.41 1,203.32 1,145.81	3,659.54
14537	1000307957	City of San Diego	07/07/2021	Fuel Services-PW: Jun'21	2,861.93	2,861.93
14538	21CTOFLGN12	County of San Diego- RCS	07/07/2021	800 MHZ Network - Jun'21	2,451.00	2,451.00
14539	6343	D- Max Engineering Inc	07/07/2021	2135 Washington SWQMP Review 10/20/20-12/9/20	1,005.00	1,005.00
14540	07012120560	DAR Contractors	07/07/2021	Animal Disposal- Jun'21	162.00	162.00
14541	Jul-Dec 21	Davisson, William	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14542	2/16-18/21 3/29-31/21 4/1/21 4/5-8/21	Esgil Corporation	07/07/2021	75% Building Fees- 2/16/21-2/18/21 75% Building Fees- 3/29/21-3/31/21 75% Building Fees- 4/1/21 75% Building Fees- 4/5/21-4/8/21	2,737.53 4,039.45 784.08 64,494.52	72,055.58
14543	94068484	ESRI Inc	07/07/2021	ArcGIS Annual Maintenance 7/1/21-6/30/22	5,200.00	5,200.00
14544	469104 64733	EW Truck & Equipment Company, Inc.	07/07/2021	LGPW#29 '06 Dump Truck- Replace Chain/Binders LGPW#32 GapVax- Diagnose/Repair Fuel Water Separator	336.51 409.38	745.89
14545	Jul-21	Fidelity Security Life Insurance Company	07/07/2021	Vision Insurance -Jul21	324.62	324.62
14546	157140 157188	Fire Etc	07/07/2021	Danner Wildland Tactical Firefighter Boots - Fire Foam Concentrate - Fire	571.08 1,055.95	1,627.03
14547	D153915-00	Forms-Surfaces	07/07/2021	Re-issue- Deposit/Lightscale Bollard Repair - Promenade Park	10,031.53	10,031.53
14548	IN279506	Geotab USA, Inc.	07/07/2021	Monthly ProPlus Plan	197.50	197.50
14549	Jul-Dec 21	Harper, Raymond	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88
14550	10346	I.B. Trophies & Awards	07/07/2021	New Badges - Fire	25.86	25.86
14551	13770 13771 13772	Infrastructure Engineering Corporation	07/07/2021	Prof Svc: Mallard Ct - CM Svcs 5/1/21-5/28/21 Prof Svc: ENC-20-0040 - CO Svcs 5/1/21-5/28/21 Prof Svc: Popeyes- Dev Insp - CO Svcs 5/1/21-5/28/21	148.00 148.00 148.00	444.00
14552	1683	Janazz, LLC SD	07/07/2021	IT Services- City Hall- Jun'21	2,500.00	2,500.00
14553	Jul-Dec 21	Laff, Timothy	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14554	202106	Lemon Grove Car Wash, Inc.	07/07/2021	Oil Change - LGPW#31 '14 Ford Escape - 6/21/21	141.88	141.88
14555	Jul-Dec 21	Maciejewski, Frank	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14556	Jul-Dec 21	Marcon, Romeo	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14557	Jul-Dec 21	McBride, Thomas	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14558	4926-AR12123	Metropolitan Transportation Commission	07/07/2021	Street Saver Subscription 9/1/21-8/31/22	1,500.00	1,500.00
14559	0069728	MIG Inc.	07/07/2021	Prof Svcs - LG Housing Element - Apr'21	6,132.64	6,132.64
14560	Jul-Dec 21	Mullins, Karl	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14561	3358	Municipal Management Assn of Southern Ca.	07/07/2021	MMASC Annual Membership thru 6/23/22	90.00	90.00
14562	208059	National Barricade & Sign Co	07/07/2021	26 Directional Truck Route Signs	2,965.28	2,965.28

14563	Jul-Dec 21	Ott, Manie	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88
14564	Jul-Dec 21	Ott, Mike	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88
14565	10431	Pro-Tech Industries	07/07/2021	Pro-Tech X-Strong Disposable Towels - Sanitation	422.38	422.38
14566	22400026	Public Risk Innovation Solutions & Management	07/07/2021	Employee Assistance Program - Jul-Sep 21	322.77	322.77
14567	2021-218	Quality Code Publishing LLC	07/07/2021	Internet Website Updating- LG Municipal Code 7/1/21-12/31/21	240.00	240.00
14568	INV00029040	RapidScale Inc.	07/07/2021	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 6/30/21-7/30/21	4,340.78	4,340.78
14569	130 131	RXR Plumbing, Inc.	07/07/2021	Restroom Retrofit - Berry St Park Restroom Retrofit - Lemon Grove Park	12,411.00 12,495.00	24,906.00
14570	Jul-Dec 21	Schmidtman, Warren	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14571	6/22/2021 6/22/2021 6/22/2021	SDG&E	07/07/2021	3225 Olive- 5/22/21-6/22/21 3500 1/2 Main- 5/22/21-6/22/21 3601 1/2 LGA-5/22/21-6/22/21	153.55 145.95 36.72	336.22
14572	110258839-001	SiteOne Landscape Supply, LLC	07/07/2021	E-Z Reachers/Scoop Shovels/Bow Rakes/Square Point Shovels/Rakes	507.44	507.44
14573	18733	Smart Cover Systems Inc.	07/07/2021	Repairs/Sewer Camera - Sanitation 5/26/21	120.00	120.00
14574	Jul-Dec 21	Smith, Timothy	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14575	80994 80995 80996	Southwest Signal Service	07/07/2021	Traffic Signal Service Calls - Apr'21 Markout Reports - Underground Service Alert - Apr'21 Bi-Monthly Traffic Signal Maintenance - Apr'21	1,468.50 120.00 910.00	2,498.50
14576	4118 4118-Disc 4119 4119-Disc	Spring Valley Lawn Mower Shop	07/07/2021	4 Stroke Commercial String Trimmer/Cutting Head - PW/Streets Discount/4 Stroke Commercial String Trimmer/Cutting Hd-PW/Streets Repair Generator/Motor Oil/Air Filter- PW/Streets Discount/Repair Generator/Motor Oil/Air Filter- PW/Streets	487.41 -22.70 190.08 -18.92	635.87
14577	12341 12366 12367 12403	T-Man Traffic Supply	07/07/2021	Lute Rake/Paving - PW/Streets Road Work Ahead Signs/Sign Supplies - Streets No Right Turn/Road Work Ahead Signs - PW/Streets Yield to Ped Signs/Barricades/Traffic Cone Sleeves- PW/Streets	112.23 916.45 250.79 1,613.77	2,893.24
14578	Jul-Dec 21	Taff, Jon	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,200.00	1,200.00
14579	INV25787	Target Solutions Learning, LLC	07/07/2021	Online Learning & Record Mgmt System- 7/1/21-6/30/22	1,600.00	1,600.00
14580	250209	Thrasher Termite & Pest Control of So Cal Inc	07/07/2021	Termite Inspection - 3205 & 3225 Olive St	625.00	625.00
14581	72995884	Vulcan Materials Company	07/07/2021	Asphalt/SS1H 4.5 Gallon Bucket	139.86	139.86
14582	WSB01009	Western State Builders, Inc	07/07/2021	CUPCCA 2021-13 - LG Park Playground Equipment Installation	6,838.67	6,838.67
14583	1799	World Advancement of Technology for EMS & Rescue	07/07/2021	Annual Support & Maint/Patient Care Reporting- 7/1/21-6/30/22	4,200.00	4,200.00
14584	Jul-Dec 21	Wright, Nancy	07/07/2021	Retiree Health Benefit - Jul'21-Dec'21	1,046.88	1,046.88
14585	ACIP109	Alliant Insurance Services, Inc - NPB Main	07/14/2021	Annual ACIP Crime Premium 7/1/21-6/30/22	1,800.00	1,800.00
14586	L1072895VG	American Messaging	07/14/2021	Pager Replacement Program 7/1/21-7/31/21	50.71	50.71
14587	1084316 1085416 1085872 1086376 1086499	Aptus Court Reporting LLC	07/14/2021	Legal Svcs: GHC0025482 Legal Svcs: GHC0025482 Legal Svcs: GHC0025482 Legal Svcs: GHC0025482 Legal Svcs: GHC0025482	2,165.82 1,681.00 1,825.95 2,870.27 574.99	9,118.03
14588	12926	Balestreri, Potocki & Holmes	07/14/2021	Legal Svcs: File 1019-224 - thru May'21	1,053.75	1,053.75
14589	Jul2021 Jul2021	Benefit Coordinators Corporation (BCC)	07/14/2021	Life Insurance - Jul'21 LTD Insurance - Jul'21	591.30 707.13	1,298.43
14590	27111-Jun21 27112-Jun21 27113-Jun21 27114-Jun21 27115-Jun21 27116-Jun21 27117-Jun21 27118-Jun21	Burke, William, & Sorensen, LLP	07/14/2021	08250-0001 General Jun21 08250-0002 Code Enf Jun21 08250-0005 Jun21 08250-0007 COVID-19 Jun21 08250-0008 Jun21 08250-0010 Jun21 08250-0011.001 Jun21 08250-0011.002 Jun21	7,461.80 348.60 348.60 1,311.40 3,313.80 99.60 265.60 381.80	13,531.20
14591	Aug 2021	California Dental Network Inc	07/14/2021	California Dental Insurance -Aug21	205.89	205.89
14592	PRIM01974	California Joint Powers Insurance Authority	07/14/2021	Liability Insurance Program 7/1/21-6/30/22 Workers' Compensation Insurance Program 7/1/21-6/30/22	201,261.00 116,236.00	317,497.00
14593	0000015498	City of El Cajon	07/14/2021	HCFA Assessment - QTR 4 FY20/21	39,444.93	39,444.93
14594	23232	City of La Mesa	07/14/2021	Overtime Reimbursement - Lopez 6/12/21	1,375.85	5,957.42

	23232			Overtime Reimbursement - Brown 6/15/21	1,375.85	
	23234			Overtime Reimbursement - Doig 6/28/21	1,552.34	
	23240			Household Hazardous Waste Event- 6/5/21	1,653.38	
14595	97456	Collision & Injury Dynamic, Inc.	07/14/2021	Legal Svcs: GHCO025482	2,501.50	2,501.50
14596	LC21-69	County of San Diego- Auditor & Controller	07/14/2021	LAFCO Cost Apportionment - FY22	5,653.20	5,653.20
14597	6344 6529	D- Max Engineering Inc	07/14/2021	6557 MacArthur SWQMP Review 10/20/20-12/9/20 7276 Mt Vernon SWQMP Review 3/17/21-3/24/21	301.50 201.00	502.50
14598	104023-N4Q7K9	DigiStream San Diego, Inc.	07/14/2021	Legal Svcs: GHCO025482	695.00	695.00
14599	Reissue/Encinas	Encinas, Aja	07/14/2021	Re-issue/Refund/Encintas, Aja/Daycamp/Wk 2 FY19	80.00	80.00
14600	4/26-29/21 5/24-27/21 5/3-6/21 6/1-3/21	Esgil Corporation	07/14/2021	75% Building Fees- 4/26/21-4/29/21 75% Building Fees- 5/24/21-5/27/21 75% Building Fees- 5/3/21-5/6/21 75% Building Fees- 6/1/21-6/3/21	16,655.92 2,422.28 5,328.97 4,629.04	29,036.21
14601	157232	Fire Etc	07/14/2021	CalFire Tactical Pants - Fire	2,251.98	2,251.98
14602	AR011315	Grossmont Union High School District	07/14/2021	Business Cards - Fire Inspector	102.00	102.00
14603	HS-5607-007	Home Start, Inc.	07/14/2021	LG Homeless Outreach - Jun'21	4,700.02	4,700.02
14604	105119 105543	Horton, Oberrecht, Kirkpatrick & Martha,APC	07/14/2021	Legal Svcs: GHCO019886 Legal Svcs: GHCO019886	60.00 20.00	80.00
14605	Jul13 21	ICMA	07/14/2021	ICMA Deferred Compensation Pay Period Ending 7/13/21	780.77	780.77
14606	146302	Knott's Pest Control, Inc.	07/14/2021	Monthly Bait Stations- Sheriff- Jul21	45.00	45.00
14607	908	Local Government Consultants, LLC	07/14/2021	State Mandated Cost Svc-FY21-22 Claims Prep	1,500.00	1,500.00
14608	060221	Manny Cepeda Orchestra	07/14/2021	Concerts in the Park/Manny Cepeda Orchestra 7/8/21	700.00	700.00
14609	McDonald	McDonald, Lily	07/14/2021	Refund/McDonald, Lily/Daycamp	95.00	95.00
14610	IN1579152	Municipal Emergency Services Inc	07/14/2021	SCBA Fit Tests	925.43	925.43
14611	22500051	Public Risk Innovation Solutions & Management	07/14/2021	Property Insurance Program 3/31/21-3/31/22	60,495.00	60,495.00
14612	10001	Rock E Miller & Associates	07/14/2021	Legal Svcs: GHCO025482	1,918.25	1,918.25
14613	#Jun-21 #Jun-21b	San Diego County Sheriff's Department	07/14/2021	CESF CARES COVID-19 Homeless Response & Assist 3/12/21-6/17/21 Byrne JAG-LG-Bike Patrol Program 4/1/21-6/30/21	3,423.38 1,638.57	5,061.95
14614	2473 2477	SD Sports Medicine and Family Health Ctr	07/14/2021	Annual Medical Fitness Evaluation - Fire 2/8/21 Annual Medical Fitness Evaluation - Fire 2/15-16/21	1,764.00 2,940.00	4,704.00
14615	3568860625/0621 4154920380/0621	SDG&E	07/14/2021	Electric Usage:St Light 6/1/21-6/30/21 Electric Usage:St Light 6/1/21-6/30/21	1,523.17 2,225.48	3,748.65
14616	INV25787	Target Solutions Learning, LLC	07/14/2021	Online Learning & Record Mgmt System- 7/1/21-6/30/22	1,600.00	1,600.00
14617	2021-2009	Trauma Intervention Programs of SD County	07/14/2021	On-Scene, 24 Hr Volunteer Response Services - FY22	3,825.00	3,825.00
14618	75941	Tyson & Mendes, LLP	07/14/2021	Legal Svcs: GHCO019886	1,431.75	1,431.75
14619	6/13/21-7/12/21	AT&T	07/21/2021	Phone Service 6/13/21-7/12/21	93.92	93.92
14620	7/22/21	Bayou Brothers Productions	07/21/2021	Concerts in the Park/Bayou Brothers 7/22/21	599.00	599.00
14621	0000015646 0000015646	City of El Cajon	07/21/2021	Overtime Reimbursement - Lopez 7/1/21 Overtime Reimbursement - Timmins 7/8/21	1,255.71 1,434.67	2,690.38
14622	3/15-18/21 3/22-25/21 3/8-11/21 4/19-22/21 5/10-13/21 5/17-20/21	Esgil Corporation	07/21/2021	75% Building Fees- 3/15/21-3/18/21 75% Building Fees- 3/22/21-3/25/21 75% Building Fees- 3/8/21-3/11/21 75% Building Fees- 4/19/21-4/22/21 75% Building Fees- 5/10/21-5/13/21 75% Building Fees- 5/17/21-5/20/21	29,089.25 5,717.83 2,938.70 48,217.19 5,739.63 6,048.96	97,751.56
14623	Galvan	Galvan, Joanna	07/21/2021	Refund/Galvan, Joanna/Deposit - LBH -6/27/20 COVID-19	200.00	200.00
14624	SIN009839	HDL Software LLC	07/21/2021	Permit Tracking Annual Maint- 8/1/21-7/31/22	800.00	800.00
14625	1782	Helix Water District	07/21/2021	Unmetered Water 7/1/20-6/30/21 - St Sweeping/Sewer Line Cleaning	1,570.92	1,570.92
14626	MR00141289	Miracle Recreation Equipment Co.	07/21/2021	CUPCCA 2021-13 - Lemon Grove Park Playground Equipment Repairs	11,956.36	11,956.36
14627	71988519	Occupational Health Centers of CA	07/21/2021	DMV Medical Recert Exam -7/13/21	103.00	103.00
14628	Jun2021	Preferred Benefit Insurance Administrators	07/21/2021	Dental Insurance- PPO -Jun'21	3,943.70	3,943.70
14629	82122	Rick Engineering Company	07/21/2021	Prof Svc: City Engineer 5/1/21-5/28/21	33,211.18	33,211.18
14630	AR173962	San Diego Association of Government	07/21/2021	SanDAG Member Agency Assessments - FY22	9,127.00	10,466.00

	AR173962			Criminal Justice Clearinghouse Assessments - FY22	1,339.00	
14631	Jun21	SDG&E	07/21/2021	Gas & Electric 5/22/21-6/22/21	24,160.66	24,160.66
14632	Shoemaker	Shoemaker, Audrey	07/21/2021	Refund/Shoemaker, Audrey/Daycamp/Wk 8	95.00	95.00
14633	Simons	Simons, Coryn	07/21/2021	Refund/Simons, Coryn/Daycamp Week 4 & 5	190.00	190.00
14634	504488	South Coast Emergency Vehicle Services	07/21/2021	Code-3 LED Light/Drawer Slide Lock/E10	494.79	494.79
14635	8062779013	Staples Advantage	07/21/2021	Office Supplies & Copy Paper - City Hall	313.87	313.87
14636	508660 519773	State of California- Department of Justice	07/21/2021	Fingerprint Apps - PW, Fire Fingerprint Apps - Rec Leaders	128.00 160.00	288.00
14637	220000124101	The Bike Shop at Del Sur	07/21/2021	Repairs/Bicycle Maintenance/Lemon Grove Sheriff Bike Patrol	489.00	489.00
14638	00107454 00107455 00107544 00107545	The East County Californian	07/21/2021	Notice Inviting Bids - FY20-21 Street Rehab Proj 6/25/21 Notice Inviting Bids - FY 20-21 Street Rehab Proj 7/2/21 Notice of Intent - General Plan Amend: Housing Elements 6/25/21 Notice of Public Hearing - LGMC Update Cannabis Reg 6/25/21	500.50 500.50 255.50 171.50	1,428.00
14639	STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/2021 STMT 6/22/21 STMT 6/22/21	US Bank Corporate Payment Systems	07/21/2021	Sponge/Mop Refill/Dual Head Service Gauges - Station Supplies DEF Fluid/Headlight Annual Shutterstock Membership AT&T Backup Internet Service 5/23/21-6/22/21 CESF-CARES JAG Grant/Homeless Outreach Supplies Job Posting/Finance Manager Work Pants/Shirts - PW PSC Safety Class - PW Repair AC/LGPW#01 '12 Ford Dump Truck Faucets & Handles/Disposable Gloves/Rec Ctr -Boys Restroom Lodgepole Posts & Rails - LG Park/Berry St Park Daycamp Supplies Pool Table/Daycamp - Rec Ctr Plastic Tubs - City Council Mtgs Zoom Subscription for Online Mtgs SESAC/Annual Music Licensing Fee/Special Events League Conf & Expo/Registration/Mendoza 9/22/21-9/24/21	176.42 80.26 29.00 95.59 918.03 500.00 159.17 585.00 136.18 524.41 292.18 115.86 710.70 5.39 40.04 965.00 625.00	5,958.23
14640	0001311243-IN 0001325812-IN 0001340190-IN 0001354603-IN 0001369350-IN	WEX Health, Inc.	07/21/2021	COBRA - Monthly/Feb'21 COBRA - Monthly/Mar'21 COBRA - Monthly/Apr'21 COBRA - Monthly/May'21 COBRA - Monthly/Jun'21	85.00 85.00 85.00 85.00 85.00	425.00
					3,332,341.82	3,332,341.82



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.C  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Audrey Malone, Deputy City Clerk  
[amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov)  
**Item Title:** **Note and File Planning Commission Meeting Minutes**

---

**Recommended Action:** Note and file Planning Commission Meeting Minutes.

**Summary:** Attached is the Planning Commission Meeting Minutes from the May 24, 2021 meeting, approved by the Planning Commission at the July 26, 2021 Regular Planning Commission Meeting.

**Environmental Review:**

- Not subject to review                       Negative Declaration  
 Categorical Exemption, Section               Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.

**ATTACHMENT:**

**Attachment A** - Planning Commission Meetings Minutes – May 24, 2021

**MINUTES OF A MEETING OF  
THE LEMON GROVE PLANNING COMMISSION  
MONDAY, MAY 24, 2021**

**Lemon Grove Community Center**  
3146 School Lane  
Lemon Grove, CA 91945

**Call To Order:**

Chair Robert "Bob" Bailey called the Regular (in-person) Meeting to order at 6:07 p.m.

**Present:** Chair Bailey, Commissioner Evans and Commissioner Smith.

**Absent:** Vice Chair Browne.

**Staff Members Present:**

Planning Commission Clerk Audrey Malone, Noah Alvey, Community Development Manager.

**Pledge of Allegiance:**

Pledge of Allegiance to the Flag was led by Chair Bailey.

**Changes to the Agenda:** None.

**Public Comment:** In-person/Digitally submitted: None.

**Public Hearing:**

**2. Recreational Cannabis**

Chair Bailey invites staff to introduce themselves and begin presentation.

Noah Alvey, Community Development Manager introduces himself and begins presentation.

Following staff's presentation, Commissioners have questions/comments for staff.

**Public Hearing Open: 6:26 p.m.**

**Public Comment:** *Digitally submitted comments read into the record by Planning Commission Clerk, Audrey Malone*

In-Person:

- Jay Burton
- Brittany Biesterfeld

Email Submitted:

- Gina Austin

Chair Bailey allows staff to make additional comments. Mr. Alvey provides final comments.

Commissioners have final questions for staff.

**Action: Public Hearing Closed at 6:50 p.m. with a motion from Commissioner Evans and Seconded by Commissioner Seth.**

Commissioners provided final comments/questions, followed by staff's response.

**Action: Motioned by Commissioner Evans and Seconded by Commissioner Seth adopt a resolution recommending City Council approval of amendments to the Municipal Code to allow recreational cannabis and associated activities.**

**The motion passed by the following vote:**

**Ayes: Bailey, Evans, Smith.**

**Noes: None.**

**Absent: Browne.**

**Abstained: None.**

**Business from the Community Development Manager:**

Mr. Alvey announces the Planning Commissioner Vacancy is open and accepting applications.

**Business from the Planning Commission:**

No business to report from Planning Commission.

**Planning Commission Oral Comments and Reports:**

No oral comments or reports from Planning Commission.

**Adjournment:**

**Action: Motioned by Commissioner Evans and Second by Commissioner Seth to adjourn the meeting at 6:59 p.m. with the next scheduled Planning Commission Regular meeting being June 28, 2021 at 6 p.m.**

---

Audrey Malone,  
Planning Commission Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.D  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Steve Swaney, Fire Chief  
[sswaney@heartlandfire.org](mailto:sswaney@heartlandfire.org)  
**Item Title:** **Acceptance of FY 20 State Homeland Security Grant  
Program Urban Areas Security Initiative Funds (UASI)**

---

### **Recommended Action:**

Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting FY 2020 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.

### **Summary:**

The City of Lemon Grove has been approved to receive \$2,037 from the UASI portion of the State Homeland Security Grant Program from FY 20 funds. SHSGP funds play an important role in the implementation of Presidential Policy Directive-8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). Additionally, SHSGP supports the implementation of State Homeland Security Strategies to address the identified planning, organizational, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. The UASI funds will be used to reimburse expenses for fire personnel training. The performance period for these funds ends December 31, 2022, with a reimbursement claim due date of December 15, 2022.

### **Discussion:**

The SHSGP supports the implementation of State Homeland Security Strategies to address the identified planning, organizational, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. The funds will be used to reimburse personnel training expenses.



**Environmental Review:**

- Not subject to review                       Negative Declaration  
 Categorical Exemption, Section |              |               Mitigated Negative Declaration

**Fiscal Impact:**

There is no direct fiscal impact to the City of Lemon Grove. No matching funds are required.

**Public Notification:**

None.

**Staff Recommendation:**

Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting FY 2020 State Homeland Security Grant Program Urban Areas Security Initiative funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with SHSGP UASI requirements.

**Attachments:**

- Attachment A** – FY 2020 Resolution
- Attachment B** – FY 2020 SHSGP UASI Agreement and Grant Assurances

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, ACCEPTING FISCAL YEAR 2020 STATE HOMELAND  
SECURITY GRANT PROGRAM URBAN AREAS SECURITY INITIATIVE (UASI)  
FUNDS**

**WHEREAS**, the City of Lemon Grove is dedicated to providing high quality fire and EMS services to its citizens and maintaining the highest level of preparedness in order to respond to and mitigate acts of terrorism and other catastrophic events; and

**WHEREAS**, the State Homeland Security Grant Program Urban Areas Security Initiative distribution formula allocates \$2,037 to the City of Lemon Grove be used to respond to and/or recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, the allocated funds will be used to reimburse training of fire department personnel to safely respond to acts of terrorism and other catastrophic events;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California, hereby

1. Accepts the Fiscal Year 2020 State Homeland Security Program Urban Areas Security Initiative funds.
2. Authorizes the City Manager to execute required grant documents and/or agreements necessary for the receipt and use of said funds.

**PASSED AND ADOPTED** on August 3, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Racquel Vasquez, Mayor**

**Attest:**

---

**Audrey Malone, Deputy City Clerk**

**Approved as to Form:**

---

**Kristen Steinke, City Attorney**

**AGREEMENT BETWEEN THE CITY OF  
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE  
CITY OF LEMON GROVE**

---

**FOR THE DISTRIBUTION OF FY 2020 UASI GRANT FUNDS**

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 LEMON GROVE (“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 Emergency Services (“SD OES”), also referred to as the San Diego Office of Homeland Security (“SD 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 Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager 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#:095899696 ) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2020-0095, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 23, 2020.

(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 OES Program Manager 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 OES, 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) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

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,” “successor” or “assign” herein refers only to a subcontractor, 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 **SEPTEMBER 1, 2020** and shall end at 11:59 p.m. San Diego time on **APRIL 30, 2023**.

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 OES Program Manager 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 OES Program Manager, 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.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

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.

(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 contractors and other entities receiving Grant Funds 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) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(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 the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

### 3.8 **Contractor Requirements.**

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

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds 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 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 the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). 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. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. 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 or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees 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 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 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. 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 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 Emergency Services UASI Management Team:

San Diego Office of Emergency Services  
9601 Ridgeway Court, MS 1101C  
San Diego, CA 92123  
Attn: Katherine Jackson, Program Manager  
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

<b>OFFICE</b>	City of Lemon Grove
<b>ADDRESS</b>	7853 Central Avenue
<b>CITY, STATE, ZIP</b>	Lemon Grove, CA 91945
<b>ATTN</b>	Chief Swaney or Heather Sheppard
<b>FACSIMILE</b>	(619) 825-3844

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 Program 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. 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.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

## **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 will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, 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 Diego, 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, applicant for employment with 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:

\_\_\_\_\_  
MEGAN BEALL  
INTERIM PROGRAM MANAGER  
OFFICE OF EMERGENCY SERVICES

\_\_\_\_\_  
SUBRECIPIENT  
LYDIA ROMERO  
CITY MANAGER

Federal Tax ID #: 95-3144560

**Approved as to Form:**

Mara W. Elliott  
City Attorney

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



May 20, 2021,

Lydia Romero  
 City Manager  
 City of Lemon Grove  
 7853 Central Ave  
 Lemon Grove, CA 91945

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
 FY 2020 Homeland Security Grant Program  
 Grant# 2020-0095 Cal OES ID# 073-66000  
 Sub-recipient Performance Period: September 1, 2020 to December 31, 2022

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) has approved your FY20 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
<b>All Projects</b>	<b>\$ 2,037</b>	
Project 024 – Goal 3: Training, Exercises and Conferences <sup>2</sup>	\$ 2,037	December 15, 2022

<sup>2</sup> Training Conduct and Participation funds are limited to approved courses (see Attachment A).

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, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from OHS and the 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 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.



May 20, 2021

Page 2

Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by our office, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OHS to prepare and submit quarterly projections and milestone reporting 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. 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.

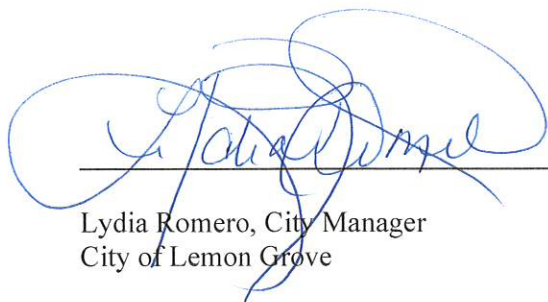
Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6758.

Sincerely,

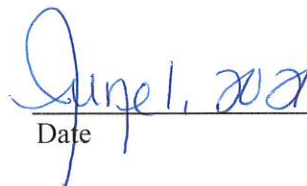


Megan Beall  
Interim Program Manager  
City of San Diego Office of Homeland Security



---

Lydia Romero, City Manager  
City of Lemon Grove



---

Date



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

**As the duly authorized representative of the Applicant, I hereby certify** that the 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 the 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) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

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

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

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

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

### 2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States 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, the 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.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

The 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, the 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 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (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 the 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

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

- (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, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 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, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (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) that may apply to this application.

### 6. Drug-Free Workplace

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

### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (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) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

---

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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.

The 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) determined to be in violation of federal law relating to air or water pollution.



## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

---

#### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the 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 C.F.R. § 200.336, the 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. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit the Applicant's 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 - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

#### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), 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 for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

#### **13. Whistleblower Protections**

The 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.





## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

---

#### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in 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; (3) using forced labor in the performance of the award or subawards under the award.

#### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) 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, and
- (b) 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.

#### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### **17. Property-Related**

If applicable to the type of project funded by this federal award, the 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;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) 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.

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

For all construction projects, the 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; and
- (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.

### **19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



## **Standard Assurances For Cal OES Federal Non-Disaster Grant Programs**

---

### **20. California Public Records Act and Freedom of Information Act**

The 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 that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### **HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Acknowledgment of Federal Funding from DHS**

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

### **22. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **23. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### **24. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

---

#### **25. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

All recipients 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 issued in compliance with this Act.

#### **27. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **28. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

### **30. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **31. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **32. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **33. Terrorist Financing**

All recipients must comply with 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. Recipients are legally responsible to ensure compliance with the Order and laws.

### **34. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



## **Standard Assurances For Cal OES Federal Non-Disaster Grant Programs**

---

### **35. USA Patriot Act of 2001**

All recipients must comply with 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.

### **36. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses 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.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

---

### 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. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the 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 the 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. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at:  
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: City of Lemon Grove

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

Printed Name of Authorized Agent: Lydia Romero

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

Address: 7853 Central Avenue, Lemon Grove, CA 91945

Telephone (619) 825-3800 Email lromero@lemongrove.ca.gov

REIMBURSEMENT REQUEST

**City of San Diego Office of Homeland Security  
FY20 Urban Area Security Initiative Grant**

**Grant: FY20 UASI Grant #2020-0095  
CalOES #073-66000 CFDA #97.067**

**Supporting Information for Cash Request**

<b>Cash Request #</b> _____	<b>through</b> _____
(Performance Period Start Date)	(Performance Period End Date)
<b>Cash Request Amount</b> _____	<b>DUNS #</b> _____

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 or Default has occurred and is continuing.
- The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

**Printed Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

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

**Remittance Address:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mail Reimbursement Request To:**

City of San Diego Office of Homeland Security  
Grants Management Section  
9601 Ridgeway Ct, MS 1101C  
San Diego, CA 92123



REIMBURSEMENT REQUEST

**Cover Sheet (Invoice)**

**Office of Homeland Security**

**FY20 Urban Area Security Initiative Grant Program**

**Award #2020-0095**

**CalOES ID #073-66000 CFDA #97.067**

**Reimbursement Request (Invoice)#** \_\_\_\_\_

**Mail Reimbursement Request To:**

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

City of San Diego  
Office of Homeland Security  
Attn: Grants Management Section  
9601 Ridgehaven Ct, MS 1101C  
San Diego, CA 92123

**Agency:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

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

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
<b>Total</b>		\$ -

**For questions regarding this reimbursement request contact**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Remittance Address (Address check will be mailed to)**

REIMBURSEMENT REQUEST

Office of Homeland Security  
 FY20 Urban Area Security Initiative Grant Program  
 Training/Exercise Costs Detail Worksheet

Jurisdiction: \_\_\_\_\_

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

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

Grant: FY20 UASI Grant #2020-0095  
 CalOES #073-66000 CFDA #97.067

Course	Delivery (Tuition / Registration / Materials)	Overtime & Backfill	Travel (Minus Tuition / Registration / Materials)	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

Attendee Breakdown by Discipline									
EMA	EMS	FS	GA	HZ	LE	PH	PSC	PW	Total
									0
									0
									0
									0
									0
									0
									0
									0
									0
<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*NOTE: O.T. fringe benefits are limited to FICA, Worker's Compensation and Unemployment Compensation. Each jurisdiction must ensure that reimbursement requests do not include any other O.T. fringe benefit expenditures. Other fringe benefit costs must be absorbed by the jurisdiction.*

Appendix C -- Form of Reimbursement Request

**REIMBURSEMENT REQUEST**

Office of Homeland Security  
 FY20 Urban Area Security Initiative Grant Program  
 CONSULTANT / CONTRACTOR

Grant: FY20 UASI Grant #2020-0095  
 CalOES #073-66000 CFDA #97.067

Cash Request #

through  
 (Performance Period Start Date) (Performance Period End Date)

Project Number	Consulting Firm	Project & Description of Services	Deliverable	Discipline	Solution Area	Expenditure Category	Period of Expenditure	Billable Hour Breakdown			Total Charged to Grant
								Total Salary & Benefits Charged for this Reporting	Hourly/Billing Rate	Total Project Hours	
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C - Form of Reimbursement Request

REIMBURSEMENT REQUEST

Office of Homeland Security  
 FY20 Urban Area Security Initiative Grant Program  
 PERSONNEL

Grant: FY20 UASI Grant #2020-0095  
 CalOES #073-66000 CFDA #97.067

Cash Request #

\_\_\_\_\_ through \_\_\_\_\_  
 (Claim Period of Expenditure Start Date) (Claim Period of Expenditure End Date)

Project Number	Employee Name	Backfilling For	Project/Deliverable	Discipline	Solution Area	Period of Expenditure	Billable Hour Breakdown				Total Charged to Grant
							Total Salary & Benefits Charged for this Reporting	Hourly Rate	Overtime Rate	Total Project Hours	
							\$ -				\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C - Form of Reimbursement Request

REIMBURSEMENT REQUEST

Per Diem Expenses for (Employee Name) (Name of Event)

Date															Total		
Breakfast															-		
Lunch															-		
Dinner															-		
Snack															-		
Tips															-		
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
GSA Per Diem Meals & Inc Exp. Max															-		
<b>Reimbursable Meal Amount</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
-																	
Lodging Paid including taxes and fees															-		
GSA Per Diem Lodging (excluding taxes & fee)															-		
<b>Reimbursable Lodging w taxes and fees</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
-																	
Mileage															-		
Airfare															-		
Registration															-		
Parking															-		
Taxi															-		
<b>Total Reimbursable for</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
														<b>Total Reimbursable for</b>		-	
															<b>Total Reimbursable for Claim</b>		-

Appendix C - Form of Reimbursement Request

REIMBURSEMENT REQUEST  
CASH REQUEST INVOICE DETAIL BREAKDOWN

GRANT: \_\_\_\_\_  
 JURISDICTION: \_\_\_\_\_

CASH REQUEST # \_\_\_\_\_

Proj	Vendor	Invoice #	Invoice Date	AEL#	Cost	Freight	Tax Rate	Tax Amt	Total Cost	Disallowed	Claim Amount	Comment
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-	-	-	-	-	-	
		TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
									TOTAL CLAIM		\$ -	

**UASI FY20 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 Performance Period Deadline:

Requested New Performance Period Deadline (final reimbursement claim due on this date):

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 #--:</b>		
<b>TOTAL</b>		
<b>PROJECT #--:</b>		
<b>TOTAL</b>		

**UASI FY20 PERFORMANCE PERIOD EXTENSION REQUEST**

<b>PROJECT #--:</b>		
<b>TOTAL</b>		
<b>PROJECT #--:</b>		
<b>TOTAL</b>		
<b>PROJECT #--:</b>		
<b>TOTAL</b>		
<b>PROJECT #--:</b>		
<b>TOTAL</b>		
<b>All Investments TOTAL</b>		





# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.E

**Meeting Date:** August 3, 2021

**Submitted to:** Honorable Mayor and Members of the City Council

**Department:** City Manager's Office

**Staff Contact:** Mike James, Assistant City Manager/Public Works Director  
[Mjames@lemongrove.ca.gov](mailto:Mjames@lemongrove.ca.gov) and Christian Olivas, Management Analyst  
[Colivas@lemongrove.ca.gov](mailto:Colivas@lemongrove.ca.gov)

**Item Title:** **Amendment No. 2 to the Agreement with Home Start**

---

**Recommended Action:** Adopt a resolution (**Attachment A**) approving Amendment No. 2 to the professional services agreement with Home Start for homeless outreach services.

**Summary:** The Community Development Block Grant Coronavirus (CDBG-CV) program is administered by the County of San Diego (County). The City receives CDBG-CV program funding to support homeless outreach services throughout the community. In turn, the City subcontracts with Home Start to provide homeless outreach and support services. The City received notification from the County that the purchase of PPE using CDBG-CV funding would not be eligible and recommended the City to reallocate the funding towards homeless outreach services. Additionally, the County required that the terms and conditions of the City's subcontract with Home Start be modified to include specific County contract language. As a result, the City is required to amend the contract with Home Start.

**Background:** In September 2020, the City established a partnership with Home Start to perform targeted street-based homeless outreach and support services, funded through the CDBG program administered by the County. Through this partnership, the City allocated \$15,000 to Home Start for a part-time Homeless Outreach Specialist position, transportation for homelessness needs and the purchase of personal hygiene kits.

On October 20, 2020, the City Council authorized an additional \$100,000 of CDBG funds for the Home Start program. The additional funds increased the number of hours the part-time Homeless Outreach Specialist works in the City and also created a flexible funds

account to be used for individual homeless support, such as rental deposits, motel vouchers and vehicle repairs.

The County notified city staff that the City's application for CDBG COVID-19 prevention funds (PPE) is not an eligible expense. The original intention of the prevention funds were to prevent the contraction of the Coronavirus Disease 2019 (COVID-19) in the City of Lemon Grove through the purchase of cleaning supplies and to pay for staff time to conduct additional cleaning of City facilities. Even though the County rejected the prevention application, they informed the City it could use the funds to expand the homeless outreach program.

**Discussion:** With the increase in funding and expansion of program services, staff began drafting an amendment to the original agreement between the City and Home Start. The amendment will address the expanded scope of services provided by Home Start and additional funding for the program. A summary of the expanded scope of services is provided below:

Homeless Outreach:

The part-time Homeless Outreach Specialist works in the City at least 20 hours each week and has established a strong presence with the homeless population in Lemon Grove. Increasing their presence in the City has helped to build trust between Home Start's outreach worker, and each individual experiencing homelessness, with the goal of providing assistance for those transitioning out of homelessness. The additional funding will expand the term of the Homeless Outreach Specialist through June 30, 2022 to continue working towards meeting this goal, rather than December 31, 2021, when it was originally planned to expire.

Flex Funds:

The flex funds program provides financial assistance to those experiencing homelessness or those that may experience homelessness. The primary benefit of the program is that once an individual or family is contacted, and wants assistance, Home Start may use the funds to provide multiple forms of assistance that are tailored directly to each person or family's needs. With the reallocation of the CDBG-CV funds, the flex fund allotment will increase to meet the needs of those experiencing homelessness. Examples of flex fund expenses that Home Start has provided in the past include:

- Hotel vouchers,
- Transportation,
- Reunification transportation - bus passes to family,
- Rental deposit assistance,
- First month rental assistance,
- Utility assistance, and

- Other emergency items-food, blankets, diapers, formula.

In summary, by increasing the number of outreach hours and flex funds available, both Home Start and City staff believes substantial progress will be made to assist the number of individuals experiencing homelessness and prevent other individuals from becoming homeless in Lemon Grove.

**Environmental Review:**

- Not subject to review
  Negative Declaration  
 Categorical Exemption, Section |      |       Mitigated Negative Declaration

**Fiscal Impact:** The amendment will increase the amount of the contract by \$22,371, for a total contract amount not-to-exceed \$137,371. The table below estimates the allocation between staff and flex funds. The allocation may change during the one-year expenditure period based on the needs determined in the field. Sufficient funding is allocated in Fund 09. Currently, \$22,562.81 of the original \$115,000 allocation have been expended. \$21,569.35 for the Outreach Specialist and \$993.46 on flexible funding.

Budget Item	Rate	No. of Hours	Total Cost
<b>Previous Allocation</b>	N/A	N/A	\$15,000
<b>Outreach Specialist*</b>	\$42.12	1,520	\$64,022
<b>Flex Funds</b>	N/A	N/A	\$58,349
<b>Total</b>			<b>\$137,371</b>

\* Position funds include Administration, staff supervision, HMIS costs, equipment, supplies, mileage, and indirect costs.

**Public Notification:** None.

**Staff Recommendation:** Staff recommends that the City Council adopt a resolution (**Attachment A**) approving Amendment No. 2 to the professional services agreement with Home Start to provide homeless outreach services.

**Attachments:**

**Attachment A – Resolution**

**RESOLUTION NO. 2021- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH HOME START TO PROVIDE HOMELESS  
OUTREACH SERVICES**

**WHEREAS**, the City currently has an agreement with Home Start to serve as the City's homeless street outreach program coordinator in the City; and

**WHEREAS**, the San Diego Regional Task Force on the Homeless – Point In Time County, conducted in January 2020, estimated that there are 18 unsheltered homeless individuals that live in the City; and

**WHEREAS**, the actual number of individuals experiencing homeless in the City is estimated to be between 60 and 80 people at any given time; and

**WHEREAS**, in order to contact each individual experiencing homeless, additional street outreach efforts and a flexible funds are necessary to assist each person; and

**WHEREAS**, the additional funding will pay to expand the term of the Homeless Outreach Specialist through June 30, 2022 to continue working towards meeting the goal of providing assistance for those transitioning out of homelessness and the remaining, additional funds will be used to increase the amount of flex funds available to those that need assistance; and

**WHEREAS**, the City submitted an application to the County to receive \$122,371 in Federal funds through the Community Development Block Grant Program (CDBG-CV) to support homeless outreach services; and

**WHEREAS**, the City has been awarded those funds; and

**WHEREAS**, City staff finds that it is in the best interest of the City that an amendment to increase the amount of funds, extend the term of the agreement, and include County mandated clauses to the Home Start agreement is warranted.

***NOW, THEREFORE, BE IT RESOLVED*** that the City Council of the City of Lemon Grove, California, hereby:

1. Amends the agreement to increase the maximum allocation to Home Start in an amount not-to-exceed one hundred thirty seven thousand three hundred seventy-one dollars and zero cents (\$137,371.00); and
2. Authorizes the City Manager or her designee to execute the amendment, manage any funding reallocation between tasks, and manage all agreement documentation necessary to complete the work.

**PASSED AND ADOPTED** on August 3, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Racquel Vasquez, Mayor**

**Attest:**

---

**Audrey Malone, Deputy City Clerk**

**Approved as to Form:**

---

**Kristen Steinke, City Attorney**



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 2  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Community Development Department  
**Staff Contact:** Noah Alvey, Community Development Manager  
[nalvey@lemongrove.ca.gov](mailto:nalvey@lemongrove.ca.gov)  
**Item Title:** **General Plan Housing Element & Safety Element Updates**

---

**Recommended Action:** Conduct a public hearing and adopt resolutions (**Attachments A & B**) approving a Negative Declaration and a General Plan Amendment (Housing Element and Safety Element Updates).

**Summary:** Cities and Counties are required to adopt a comprehensive long term General Plan to guide future decisions about development, resource protection and public safety. The proposed project is an amendment to the General Plan to update the sections, called elements, for Housing and Safety. The update to these elements ensures that the City has a plan for the provision and maintenance of adequate housing and that risks from natural and man-made hazards to people and property are minimized.

**Background:** California law requires that cities and counties prepare General Plans to address the mandated elements listed in Government Code section 65302. The Housing Element, last updated in 2013, has separate statutory provisions that require updates every eight years. State law further requires that cities review and revise the Safety Element upon adoption of a new Housing Element and incorporate environmental justice into the General Plan when updating two or more General Plan elements. The California Housing and Community Development Department (HCD) has guidelines for the preparation and adoption of General Plans that expand upon the statutory requirements and provide best practice guidance for the preparation and adoption of General Plans. The Housing Element is the only General Plan Element that requires HCD review.

**Public Outreach:** On March 3, 2021 and March 9, 2021, the City conducted online community workshops to discuss the Housing Element update. The meeting flyer was posted on the City's upcoming events section of the website and the City's social media accounts, as well as emailed to organizations. During the workshops, the City provided an

overview of the Housing Element requirements and the update process. Participants were encouraged to discuss topics such as housing problems in Lemon Grove, underserved groups, and priority housing needs in the community. The City also conducted specialized outreach with stakeholder groups and conducted a statistically valid survey to guide the development of the Housing Element with 445 City residents participating in the survey and more than 800 individuals participating in public outreach activities. A summary of the public outreach feedback is included in Appendix A of the Housing Element.

On April 13, 2021, the City Council conducted a Housing Element workshop to discuss the results of the statistically valid survey on housing issues and to provide direction on the approach for the Housing Element update prior to submitting to HCD for their review. The draft Housing Element approach took credit for existing zoning, including mixed-use zones, and did not require any zoning changes for any properties within the City. The City subsequently submitted the Housing Element to HCD for review and received comments from HCD in June, 2021. An updated version of the Housing Element was prepared by staff with strike-through changes and uploaded to the City's website for additional public outreach. HCD is reviewing this version of the Housing Element and will provide additional feedback to the City.

**Housing Element Update:** The Housing Element analyzes the need for new housing, specifically the types of housing for various groups such as seniors or the unhoused; identifies constraints to building new housing; contains a list of sites where new housing can be built; and programs that are intended to increase the production of housing. Unlike other elements in the General Plan, it is more technical in nature with a prescribed format. The Housing Element consists of several mandated sections including Assessment of Housing Needs, Site Inventory and Analysis, Constraints, and Programs.

*Demographic Trends & Population Characteristics* – Lemon Grove's population rose from 24,954 in 2000 to an estimated 26,526 in 2020. The SANDAG 2050 Regional Growth Forecast estimates that the Lemon Grove population will reach 28,673 in 2035 and 30,903 in 2050. From 2010-2020 Lemon Grove grew at a slower rate of 4.8% than neighboring jurisdictions such as Santee, Chula Vista, and San Diego, which each exceeded a growth rate of 8%. The median age of residents is comparable to most neighboring communities and the County as a whole. In 2018, Lemon Grove's median age was 35.4 years; almost exactly the same as the County's median age of 35.6. Seniors (65 years and older) make up about 13% of Lemon Grove's population, while children under 18 are about 25% of the population. The racial composition of Lemon Grove is 47% Hispanic, followed by 29% White, 14% Black, 6% Asian, and approximately 4% combined other races.

*Housing Issues* – Housing issues can include physical issues with housing such as a lack of maintenance, overcrowded conditions, and cost burden. Households with



lower incomes and those with language barriers or other special challenges may experience more severe or complex housing issues. The Housing Element analysis indicates that housing cost is a significant issue with approximately 51% of low income households, 78% of very low income households, and 85% of extremely low income households paying more than 30% of their income towards housing, versus 31% of moderate income households and 11% of moderate income and above households.

Special groups also experience housing needs differently. Seniors, individuals with disabilities, large households with five or more members, and single-parent households have unique needs and often face housing affordability issues, inadequate housing types and discrimination. Lemon Grove has a high percentage of larger family households (16%) and single parent households (approximately 10%).

Homelessness is a significant and complex issue in Lemon Grove. The lack of housing affordable to lower income individuals, coupled with unemployment, low wages, addictions, an increase in those living in poverty and reductions to subsidy programs and those serving individuals with mental illness, have greatly exacerbated homelessness. The Regional Task Force on the Homeless (RTFH) is San Diego County's leading resource for information on issues of homelessness. RTFH compiles data from a physical Point-In-Time (PIT) count of sheltered (emergency and transitional) and street homeless persons. The 2020 PIT count was conducted during the last week of January and Chula Vista and El Cajon had the largest homeless populations of the eastern county cities and Lemon Grove was estimated to be home to 18 homeless persons.

*Housing Stock* – The housing stock in the City grew from 8,722 units in 2000 to 9,139 units in 2020, or a 1.7% increase from 2000-2010 and a 3.1% increase from 2010-2020. In 2020, Lemon Grove had more single-family units (65.8%) than the County average (50.8%). As a result, Lemon Grove also had fewer multi-family units (46.8%) than the County average (36.8%). Lemon Grove's housing stock remains relatively old, with approximately 46% of dwelling units built before 1960, 26% more than the County average. The high percentage of older housing stock could indicate a growing need for housing rehabilitation at varying levels to maintain existing housing stock.

*Housing Costs* – In 2020, median home prices near Lemon Grove ranged from \$490,000 in National City to \$660,000 in the City of San Diego. Lemon Grove's median home price of \$557,500 was below the median home price at \$590,000. Median home sale prices in Lemon Grove also increased by over 18% percent between 2019 and 2020. Other San Diego cities saw similar increases in their median home prices during this time. Median income households, which earn between 81 percent and 100 percent of the County's area median income, up to \$64,900 for a one-person household and up to \$100,100 for a five-person household in 2020, would be able to

afford houses ranging from \$234,719 to \$337,105. Based on the asking prices of homes for sale in 2020, ownership housing would not be affordable to median income households in Lemon Grove.

The primary source of information on rental costs in the San Diego region is the San Diego County Apartment Association (SDCAA). For the spring 2019 survey, SDCAA sent 6,000 surveys to rental property owners and managers throughout San Diego County and received responses from property owners representing 23,000 units. Although this survey sampled a broad variety of rental housing, it was not a scientific sampling. In the spring of 2019, average monthly rents in Lemon Grove ranged from \$913 for a studio apartment to \$1,558 for a three-bedroom apartment. As of Spring 2019, some median income households in Lemon Grove would be able to find adequately sized affordable apartment units, but the availability of such units may be limited based on the City’s housing stock.

*Housing Constraints* – There are a number of economic and governmental constraints that may serve as barriers to affordable housing. Economic constraints include construction and land costs, availability of financing, and disparities in access to opportunities. Governmental constraints include land use controls such as zoning, development impact fees, building codes and enforcement, permitting, required improvements, and other state or federal policies. The City continues to strive to expedite building permit processing to increase housing development and opportunities.

*Sites Inventory* – One of the ways that the City can lower barriers to the development of affordable housing is by maintaining an adequate inventory of land that is zoned at appropriate densities for affordable housing. A key component of the Housing Element is the Sites Inventory that identifies specific properties that could be developed with housing. The Regional Housing Needs Allocation (RHNA) determined that the City would need to plan for an additional 1,359 units over the eight-year Housing Element cycle. This number is further broken down into categories of affordability as shown in the table below.

**Housing Needs for 2021-2029 Housing Element**

<b>Income Category (% of County AMI)</b>	<b>RHNA</b>	<b>Percent</b>
Extremely Low (30% or less)	148	9.5%
Very Low (31 to 50%)	147	9.5%
Low (51 to 80%)	166	12.2%
Moderate (81% to 120%)	193	14.2%
Above Moderate (Over 120%)	705	51.9%
<b>Total</b>	<b>1,359</b>	<b>100%</b>

One way to comply with the RHNA and provide affordable housing is to increase the number of Accessory Dwelling Units (ADUs). These smaller companion units can be built in all zones that permit residential uses, including multi-family and mixed-use areas. A total of 120 ADU units are anticipated to be added over the eight-year housing cycle and can be credited toward the RHNA. The City can also take credit for projects that have been approved but not yet constructed. Total credits toward the RHNA account for 390 units, which include the 120 ADU units and other approved or pending projects.

Remaining sites must be capable of accommodating 969 units after accounting for the aforementioned credits. These sites were selected primarily from the Downtown Village Specific Plan, General Commercial Zone, and residential infill properties. The methodology used to identify the sites included staff’s knowledge of projects in the planning stages or expressed interest in development and properties with older improvements. Most sites do have existing improvements, which can be a challenge for redevelopment. While Lemon Grove does not have sufficient vacant land to accommodate the RHNA, the remaining sites are projected to have capacity for 1,394 units.

**RHNA Summary**

	<b>Total Units</b>	<b>Low</b>	<b>Moderate</b>	<b>Above Moderate</b>
RHNA	1,359	461	193	705
Credits towards RHNA	390	4	138	248
<b>Remaining RHNA</b>	<b>969</b>	<b>457</b>	<b>55</b>	<b>457</b>
<b>Sites Inventory Capacity</b>				
STA I (DVSP)	499	499		-
STA II	88	88		
General Commercial (Mixed-Use)	592	-	-	592
Infill & Vacant Sites	215	-	-	215
Subtotal	1,394	587		807
Surplus	+425	+75		+350

*Housing Plan* – The overall housing goal is to increase, improve, and preserve a variety of safe, decent, affordable housing units, including those for special needs populations. Underneath this goal are specific policies along with programs intended to ensure that housing in Lemon Grove meets the needs of residents. These include continuing programs such as promoting rental assistance and first time homebuyer programs. Other actions plan for future Zoning Code amendments to comply with new state laws or to further facilitate housing production.

*Environmental Justice* – Legislation adopted in 2016, Senate Bill 1000, requires the City to incorporate environmental justice policies into the General Plan. This requirement recognizes that lower income communities of color in California experience higher burdens of environmental pollution. Environmental justice policies are intended to address the disproportionate effects of this environmental pollution

and other hazards which might lead to negative health effects at the census tract level. The City addressed many of these issues with the adoption of the Health & Wellness Element of the General Plan in 2014. The Housing Element update includes environmental justice policies to decrease pollution exposure, increase community assets, and improve overall health, which are consistent with the Health & Wellness Element.

*Affirmatively Furthering Fair Housing* – On April 27, 2021, the Department of Housing and Community Development (HCD) released updated guidance for local governments regarding housing element law in Assembly Bill (AB) 686. This bill outlines a framework to affirmatively further fair housing by promoting inclusive communities, furthering housing choice, and addressing racial and economic disparities through government programs.

The requirements under the updated guidance include an in depth assessment of fair housing practices, available housing in low and high resourced areas, and targeted policies and programs to affirmatively further fair housing. Based on HCD policy examples and guidance, a new section (Appendix D) was added to the Housing Element. Some policies include:

- Coordination with fair housing services to distribute landlord educational pamphlets regarding housing choice vouchers.
- Including information regarding incentive and funding opportunities for affordable housing development in planning permit guidance documents.
- Continuing to ensure fair housing services are available in multiple languages.

*HCD Review & Certification* – The City is required to obtain certification of the Housing Element in order to be in compliance with state law. The deadline to adopt a Housing Element is August 15, 2021. HCD is currently reviewing the Housing Element and may require additional revisions based on the new Affirmatively Furthering Fair Housing section or other updates. Failure to achieve certification may result in fines and loss of local land use control. The draft resolution proposes to delegate authority to the City Manager to make non-legislative changes to the Housing Element based on HCD's review. Examples of non-legislative change include, but are not limited to, property vacancy information, additional zoning data, and descriptions of potential redevelopment opportunities. Any policy changes will require new hearings with the Planning Commission and City Council.

**Safety Element Update:** Government Code section 65302(g) states that a Safety Element must provide for protection of the community from any unreasonable risks associated with the effects of seismic and geologic hazards, flooding, and wildland and urban fires (Office of Planning and Research 2017). Senate Bill 379, adopted in 2015, requires that Safety Elements be revised by 2022 to include relevant climate adaptation

and resiliency strategies. The proposed Safety Element update primarily updates references to adopted codes and incorporates information on the Climate Action Plan adopted by the City in 2020.

**Environmental Review:**

- |  |   |
|--|---|
| <input type="checkbox"/> Not subject to review           | <input type="checkbox"/> Negative Declaration           |
| <input checked="" type="checkbox"/> Categorically Exempt | <input type="checkbox"/> Mitigated Negative Declaration |

In compliance with the California Environmental Quality Act, an Initial Study and Negative Declaration were prepared for the project. The study determined that the project would not result in any potentially significant adverse impacts. The project is an amendment to a policy document and does not authorize any construction or development. A Notice of Intent to Adopt the Negative Declaration was published on June 24, 2021, and the document was available for public review June 24, 2021 to July 26, 2021. In compliance with AB 52, notification letters were sent to tribes. No responses were received from the AB 52 notification.

**Fiscal Impact:** Implementation of the Housing Element programs will require staff time to prepare Municipal Code changes, advertise hearings, and conduct public outreach. These requirements are primarily unfunded mandates by the State, with the exception of grant funded programs.

**Public Notification:** Notice of this public hearing was published in the July 23, 2021 edition of the East County Californian. A response from the San Diego Housing Federation was received after the Planning Commission hearing, which is generally supportive of the Housing Element update, but also includes recommendations for strengthening the update, such as prioritizing funding for affordable housing and building more affordable housing near transit. These recommendations were not specifically included in the Housing Element in order to maintain flexibility for the City Council when making future housing related decisions on a case-by-case basis. A comprehensive listing of the public noticing and outreach on this project is also included in Appendix A of the Housing Element. Public notices including website updates, social media posts, and publication of notices for workshops were provided throughout the project.

The Draft Housing Element was provided to HCD for preliminary review in April 2021, and comprehensive comments were received June, 2021. HCD will conduct an additional review of the Housing Element. Based on the review, additional revisions may be required. Staff has drafted the proposed resolution to allow the City Manager to make non-legislative changes, such as property vacancy information, without requiring re-adoption of the Housing Element.

**Planning Commission Recommendation:** The Planning Commission conducted a public hearing on July 26, 2021. Two speakers provided comments at the hearing and asked questions, but did not specifically express support or opposition. The Planning Commission voted to recommended City Council approval of the General Plan update with four votes in support and one opposed. Impacts to the City’s commercial areas were cited as a reason for opposition. Staff confirmed that the update will not change existing review and approval processes, so any future projects in commercial zones would be evaluated on a case-by-case process.

**Staff Recommendation:** Conduct a public hearing and adopt resolutions approving a Negative Declaration and a General Plan Amendment (Housing Element and Safety Element Updates).

**Attachments:**

**Attachment A** – Resolution approving the Initial Study and Negative Declaration

**Attachment B** – Resolution approving the General Plan Amendment

**Attachment C** – Negative Declaration available at:

<https://www.lemongrove.ca.gov/home/showpublisheddocument/10862/637605064509070000>

**Attachment D** – Draft General Plan Housing Element available at:

<https://www.lemongrove.ca.gov/home/showpublisheddocument/10866/637605066380100000>

**Attachment E** – Draft General Plan Safety Element available at:

<https://www.lemongrove.ca.gov/home/showpublisheddocument/10864/637605065984300000>

**Attachment F** – Comment letter from the San Diego Housing Federation - July 27, 2021

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, ADOPTING AN INITIAL STUDY AND NEGATIVE  
DECLARATION FOR THE GENERAL PLAN AMENDMENT UPDATING THE  
HOUSING AND SAFETY ELEMENTS**

**WHEREAS**, the Planning Commission held a duly advertised public hearing on July 26, 2021 to consider the General Plan Amendment to update the Housing and Safety Elements and recommended approval by the City Council; and

**WHEREAS**, the City Council held a duly advertised public hearing on August 3, 2021 to consider the General Plan Amendment to update the Housing and Safety Elements; and

**WHEREAS**, the City prepared an Initial Study and Negative Declaration for the project in accordance with CEQA guidelines, which indicates that potential environmental effects of the proposed project would be less than significant; and

**WHEREAS**, the Negative Declaration reflects the City's independent judgment as required by section 21082.1 of the Public Resources Code; and

**WHEREAS**, pursuant to section 21082.1 of the Public Resources Code, the draft Negative Declaration was circulated for a 30-day public review and no comments were received; and

**WHEREAS**, in accordance with CEQA Guidelines section 15074(c), the custodian of the Initial Study and Negative Declaration is the Lemon Grove Community Development Department, and all supporting documentation is in the General Plan Amendment file; and

**WHEREAS**, after considering the evidence and facts, the Planning Commission considered the Initial Study and Negative Declaration as presented at its July 26, 2021 meeting, and recommended adoption by the City Council; and

**WHEREAS**, after considering the evidence and facts, the City Council considered the Initial Study and Negative Declaration as presented at its August 3, 2021 meeting.

***NOW, THEREFORE***, the City Council of the City of Lemon Grove, California, does ordain as follows:

***SECTION ONE.*** The foregoing recitals are true and correct; and

***SECTION TWO:*** Approves the Negative Declaration for the General Plan Amendment.

***PASSED AND ADOPTED*** on August 3, 2021 the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Racquel Vasquez, Mayor***

***Attest:***

---

***Lydia Romero, City Manager***

***Approved as to Form:***

---

***Kristen Steinke, City Attorney***



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT UPDATING  
THE HOUSING ELEMENT AND SAFETY ELEMENT**

**WHEREAS**, the Planning Commission held a duly advertised public hearing on July 26, 2021 to consider the General Plan Amendment to update the Housing and Safety Elements and recommended approval by the City Council; and

**WHEREAS**, the City Council held a duly advertised public hearing on August 3, 2021 to consider the General Plan Amendment to update the Housing and Safety Elements; and

**WHEREAS**, the City Council considered the draft Negative Declaration in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15074 for the proposed project; and

**WHEREAS**, the City Council adopted a resolution approving the Initial Study and Negative Declaration; and

**WHEREAS**, the draft Housing Element has been through a preliminary review with the California Housing & Development Department (HCD) and further revisions of the Housing Element may be required upon the subsequent review; and

**WHEREAS**, the City Manager, or her designee, is authorized to approve minor changes or revisions in the 2021-2029 Housing Element, which are of a non-legislative nature and that result from HCD's review for final certification of the Housing Element, without further Planning Commission or City Council consideration or re-adoption of the 2021 - 2029 Housing Element; and

**WHEREAS**, at the public hearing the City Council received evidence through public testimony and comment, in the form of both verbal and written communications and reports prepared and presented to the City Council, including (but not limited to) evidence such as the following:

- A. The proposed amendment to the General Plan is in conformance with applicable government code sections regarding preparation and noticing procedures. The City notified local Native American Tribes for the purpose of protecting and or mitigating impacts to cultural places when a local government is considering a proposal to adopt or amend a general plan. The Draft Housing Element was also submitted to the California Department of Housing & Community Development for the required 60-day review period. Therefore, the City has complied with all noticing procedures; and
- B. The General Plan Amendment will update Housing and Safety Elements of the General Plan and incorporate environmental justice into the General Plan. The update to these elements ensures that the City has a plan for the provision and maintenance of adequate housing, that risks from natural and man-made hazards to people and property are minimized, and that residents have access to safe and sanitary housing and a voice in local government; and
- C. The proposed amendment to the General Plan is in conformance with Government Code section 65300.5, which requires the General Plan and elements and parts thereof to comprise an integrated, internally consistent and compatible statement of policies for the adopting agency. The proposed amendment includes elements and policies that incorporate existing goals and direction with current State and environmental requirements pertaining to the Housing and Safety Elements and environmental justice; and

**WHEREAS**, after considering such evidence and facts, the City Council did consider the General Plan Amendment as presented at its meeting

**NOW, THEREFORE**, the City Council of the City of Lemon Grove, California, does ordain as follows:

**SECTION ONE.** The foregoing recitals are true and correct, and are findings of fact of the City Council in regard to the General Plan Amendment.

**SECTION TWO:** Based upon said findings of fact, the City Council approves the General Plan Amendment to update the Housing Element and Safety Element.

**SECTION THREE:** Directs the City Manager, or her designee, to approve minor changes or revisions in the 2021-2029 Housing Element, which are of a non-legislative nature and that result from HCD's review for final certification of the Housing Element, without further Planning Commission or City Council consideration or re-adoption of the 2021 - 2029 Housing Element.

**PASSED AND ADOPTED** on August 3, 2021 the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Racquel Vasquez, Mayor**

**Attest:**

---

**Lydia Romero, City Manager**

**Approved as to Form:**

---

**Kristen Steinke, City Attorney**



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 3.  
**Meeting Date:** August 3, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Fire  
**Staff Contact:** Steve Swaney, Fire Chief  
[sswaney@heartlandfire.org](mailto:sswaney@heartlandfire.org)  
**Item Title:** Breathing Air Compressor Emergency Purchase

---

### **Recommended Action:**

Adopt a resolution (**Attachment A**) approving the appropriation of funds for the emergency purchase of a breathing air compressor for an amount not to exceed \$75,000.00.

### **Summary:**

The Fire department's 33-year-old breathing air compressor is no longer in working order. The compressor has been rebuilt several times over the years, and repairs are no longer an option. Purchasing a replacement compressor is necessary at this time.

### **Discussion:**

One of the greatest risks posed to firefighters is operating in oxygen deficient environments also known as Immediate Danger to Life and Health (IDLH) atmospheres. The ability for firefighters to function properly in these types of environments hinges on the use of Self-Contained Breathing Apparatus (SCBA) to provide a constant source of breathable air. Typically, the air cylinders used on a SCBA are filled in the fire stations using a specialized compressor that is designed to provide this highly pressurized and safe air for the user. The maintenance and monitoring of these types of compressors follows very stringent guidelines established by the industry and Occupational Safety and Health Administration (OSHA). The existing breathing air compressor has been serviced and repaired over the decades to keep it working as best possible, well past the recommended 20-year lifespan. In 2003, the unit underwent a significant repair; the compressor was rebuilt. Due to the age of the unit, several of the parts replaced at that time, were not original manufacturers' equipment. In addition, the carbon monoxide monitoring systems used in the existing compressor system are using technology that is several generations old and no longer compatible with the current testing equipment.

The department is now in a situation where we must replace the existing, aged equipment, purchased back in 1987. The department has repeatedly applied for grant funding to replace this equipment; we have been denied. The compressor has been regularly serviced and repaired over the years until it was officially placed out of service due to the inability to repair the equipment. The current out of service status, has lead the department to request an emergency appropriation of funds, so we can replace and install the compressor unit, along with the necessary electrical upgrades.

**Environmental Review:**

- Not subject to review
- Negative Declaration
- Categorical Exemption, Section |
- Mitigated Negative Declaration

**Fiscal Impact:**

The fiscal impact would be an emergency allocation from General Fund Reserves for a one-time expenditure of an amount not to exceed \$75,000.00. Ongoing costs for annual maintenance are currently included in the fire departments budget.

**Staff Recommendation:**

Adopt a resolution (**Attachment A**) approving the appropriation of funds from the General Fund Reserves for the emergency purchase of a breathing air compressor for an amount not to exceed \$75,000.00.

**Attachments:**

**Attachment A** – Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING THE APPROPRIATION OF FUNDS FOR THE  
EMERGENCY PURCHASE OF A BREATHING AIR COMPRESSOR**

**WHEREAS**, the 33 year-old breathing air compressor used by the fire department is out of service and warrants replacement due to age, cost to repair and necessary modernization; and

**WHEREAS**, having an on-site breathing air compressor at Fire Station 10 to fill the Self-Contained Breathing Apparatus (SCBA) cylinders is an essential tool for operational readiness and emergency responses; and

**WHEREAS**, this project objective is to replace existing aged equipment that was purchased in 1987; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California, hereby

1. Approves the appropriation of funds for the emergency purchase of a breathing air compressor for Fire Station 10, and
2. authorizes the City Manager to execute documents necessary to complete this project in an amount not to exceed \$75,000.00.

**PASSED AND ADOPTED** on August 3, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

***Racquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

---

***Kristen Steinke, City Attorney***

# Lemon Grove Regular City Council Meeting

**PLEASE MUTE ALL DEVICES**

Meeting is recorded for the purpose of drafting meeting minutes.

Audio of the meeting is uploaded to the City website within 72 hours following meeting.





CALL TO ORDER



# CHANGES TO THE AGENDA



# PRESENTATIONS:

Introduce Brian Nevins, Captain for the Lemon Grove Sheriff's Department

Presented By: Lydia Romero, City Manager



# PRESENTATIONS:

Introduce Roberto Alcantar, New SDG&E Public Affairs Manager

Presented By: Mike James,  
Assistant City Manager/Public Works Director



# PRESENTATIONS:

MTS Update – New Fare Collection System –  
PRONTO and Ride Free in September Promotion

Presented By: Rob Schupp,  
MTS Director of Marketing & Communications



# INTRODUCING MTS NEW FARE COLLECTION SYSTEM

# PRONTO

2021

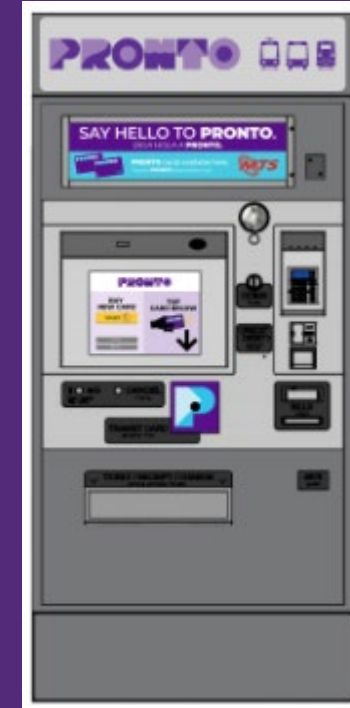
Lemon Grove City Council



# Why is MTS switching to PRONTO?

- Newer technology
- More accessible
- Previous system is outdated
- New features will enhance rider experience

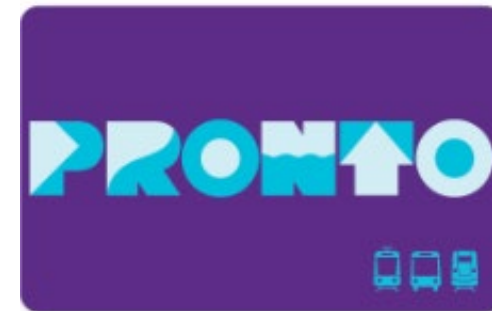
**PRONTO**



\*New validators

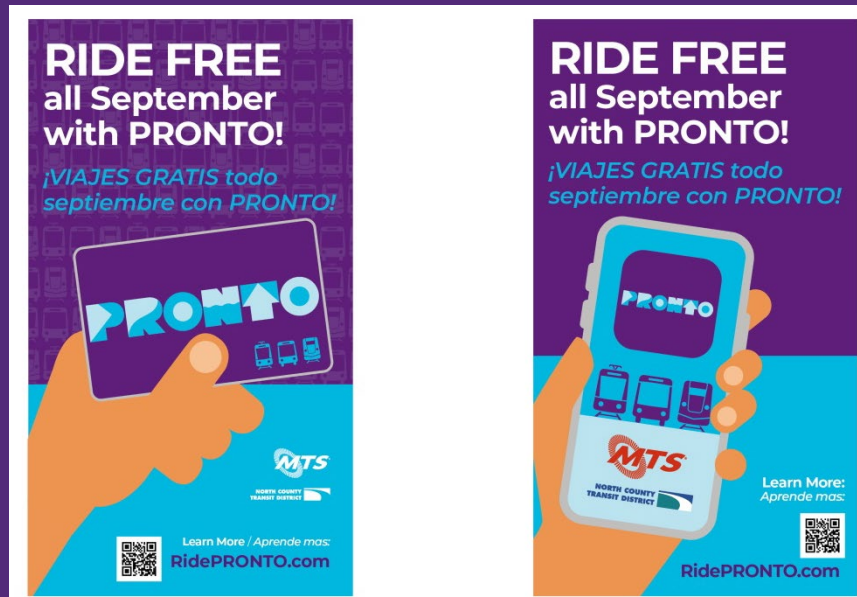
# Key Benefits of PRONTO

- **Fare capping-** Gives you the best fare possible
- **Track usage** – Know how often you are riding.
- **Mobile ticketing** – Buy passes straight from a smartphone.
- **More locations** - Available to purchase in 400+ retail stores and locations at build-out
- **Works county-wide** – PRONTO passes are valid for both MTS and North County Transit District.





# RIDE FREE All September with PRONTO



- **Launch is set for September**
- **Transition begins in August**
- **Ride Free in September to ease transition**
- **Free Cards, Promotions**
  - Outreach at all Transit Stations
  - Social Services
  - Disabled Service Agencies
  - Senior Centers

# Helping MTS Spread the Word:

- Digital media toolkit with graphics and links
- Promote PRONTO outreach all month long
  - Full list of locations: [sdmts.com/PRONTO](https://sdmts.com/PRONTO)
- Outreach planned for Lemon Grove and nearby stations:
  - **Lemon Grove Depot:**
    - August 19, 3-6pm
  - **Grossmont:**
    - August 11, 3-6pm
  - **Euclid:**
    - August 5, 2-6pm
    - August 21, 12-6pm
  - **La Mesa:**
    - August 30, 2-5pm



# Feedback or Questions?

## Thank you!

# PUBLIC COMMENT

Written Public Comment is due to the Deputy City Clerk via email at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) 6 hours prior to the meeting.

In-person Public Comment requires a speaker slip to be filled out and submitted at the Council Meeting.



# 1. CONSENT CALENDAR



# 2. PUBLIC HEARING

## General Plan Housing Element & Safety Element Update

Presented by: Noah Alvey,  
Community Development Manager



# Background

- Housing Element updates occur every eight years
- State law requires that the Housing Element update be completed by August, 2021
- The Housing Element is the only General Plan Element that requires the review and approval by the California Housing and Community Development Department (HCD)

# Background

- State law also requires that cities review and revise the Safety Element upon adoption of a new Housing Element and incorporate environmental justice into the General Plan



# Public Outreach

- Online Workshops
  - March 3, 2021
  - March 9, 2021
- Statistical Survey
- City Council Workshop – April 13, 2021
- HCD Coordination
  - April, 2021
  - June, 2021

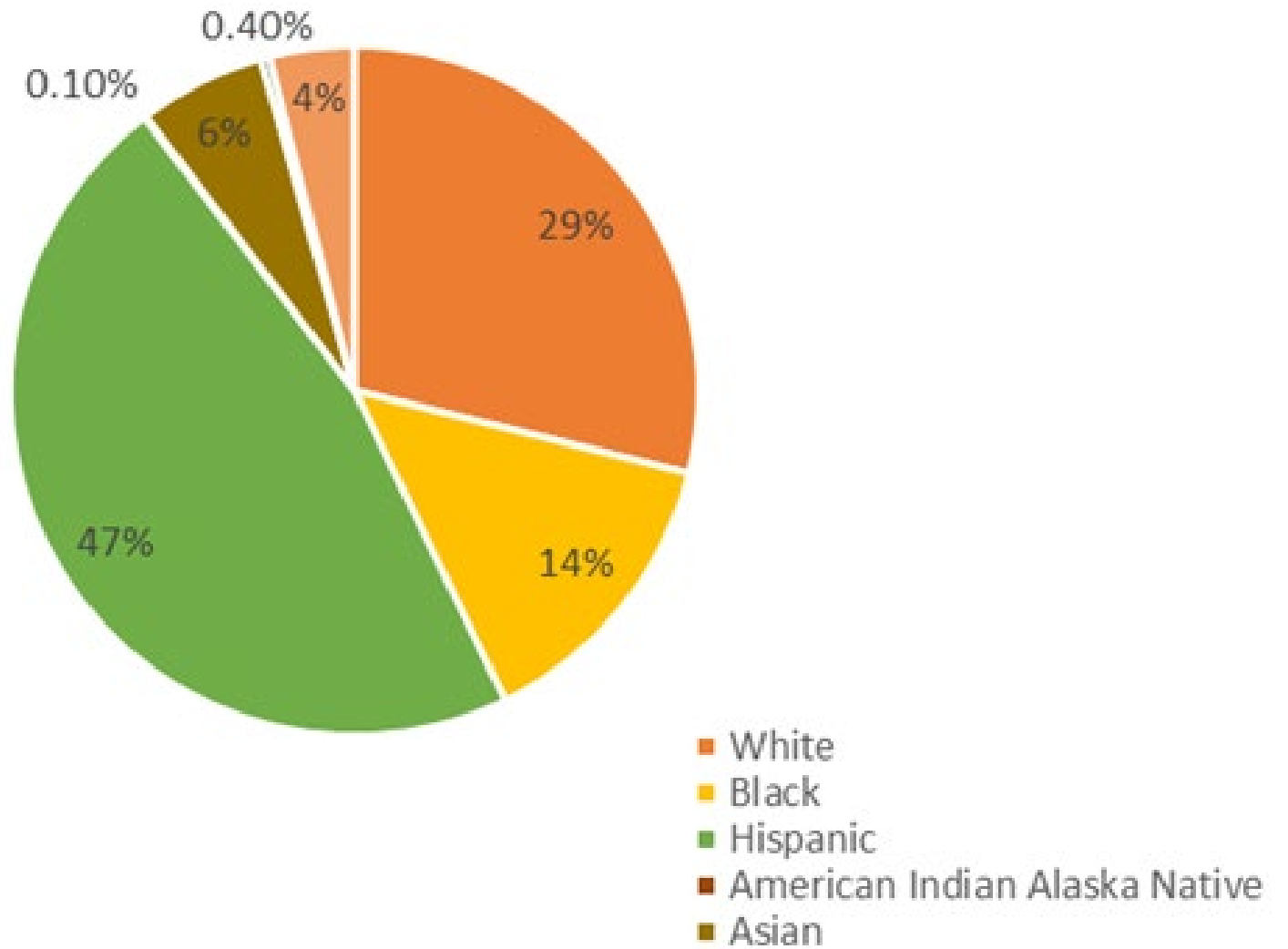
# Housing Element Update

- Demographic Trends
- Housing Issues
- Housing Stock
- Costs
- Constraints
- Sites Inventory
- Housing Plan
- Environmental Justice
- Affirmatively Furthering Fair Housing

# Demographic Data

- Population
  - 2020 – 26,526
  - 2035 – 28,673
  - 2050 – 30,903
- Growth Rate – 4.8%
- Median Age – 35.4 years

# Demographic Data



# Housing Issues

- Maintenance
- Overcrowded conditions
- Cost burden

# Housing Stock

- 2020 – 9,139 units
  - Single-family units – 65.8%
  - Multi-family units – 34.2%
- Units built prior to 1960 – 46%

# Housing Costs

- 2020 – Median Home Prices
  - \$490,000 – National City
  - \$660,000 – San Diego
  - \$557,500 – Lemon Grove
- Spring, 2019, average monthly rents in Lemon Grove ranged from \$913 for a studio apartment to \$1,558 for a three-bedroom apartment

# Housing Constraints

- Economic
  - Construction costs
  - Land costs
  - Financing
- Governmental
  - Fees
  - Building Codes
  - Permitting
  - Public improvements



# Sites Inventory

## Housing Needs for 2021-2029 Housing Element

Income Category (% of County AMI)	RHNA	Percent
Extremely Low (30% or less)	148	9.5%
Very Low (31 to 50%)	147	9.5%
Low (51 to 80%)	166	12.2%
Moderate (81% to 120%)	193	14.2%
Above Moderate (Over 120%)	705	51.9%
Total	1,359	100%

# Sites Inventory

## RHNA Summary

	<b>Total Units</b>	<b>Low</b>	<b>Moderate</b>	<b>Above Moderate</b>
RHNA	1,359	461	193	705
Credits towards RHNA	390	4	138	248
<b>Remaining RHNA</b>	<b>969</b>	<b>457</b>	<b>55</b>	<b>457</b>
<b>Sites Inventory Capacity</b>				
STA I (DVSP)	499	499		-
STA II	88	88		
General Commercial (Mixed-Use)	592	-	-	592
Infill & Vacant Sites	215	-	-	215
Subtotal	1,394	587		807
Surplus	+425	+75		+350

# Housing Plan

- Promote rental assistance and homebuyer programs
- Update the Zoning Code to comply with State laws
- Track and report housing production to HCD

# Environmental Justice

- Senate Bill 1000 requires the City to incorporate environmental justice policies into the General Plan
- 2014 – General Plan Health & Wellness Element

# Fair Housing

- HCD guidance issued April 27, 2021
- New appendix D added to the Housing Element
- New policies:
  - Coordinate with fair housing services
  - Promote funding opportunities
  - Ensure information is available in multiple languages

# HCD Review

- HCD is reviewing the second strike-through version of the Housing Element
- Additional non-legislative changes may be needed
- Draft resolution proposed to delegate authority to the City Manager to make minor changes based on HCD review

# Safety Element

- Senate Bill 379, adopted in 2015, requires that Safety Elements be revised by 2022 to include relevant climate adaptation and resiliency strategies.
- Proposed Safety Element updates
  - References to adopted codes
  - Incorporates information on the Climate Action Plan adopted in 2020

# CEQA

- Initial Study and Negative Declaration prepared for the project
- No responses received



# Planning Commission

- Public Hearing
  - July 26, 2021
  - Two speakers
- Recommended approval of the General Plan Update
  - 4 support, 1 opposed
  - Concerns about commercial zone impacts
  - Staff confirmed that the review process for projects will not change

# RECOMMENDATION:

Conduct a public hearing and adopt resolutions approving a Negative Declaration and a General Plan Amendment (Housing Element and Safety Element Updates).



# 3. REPORTS TO COUNCIL

## Breathing Air Compressor Emergency Purchase

Presented by: Steve Swaney, Fire Chief



# RECOMMENDATION:

Adopt a resolution approving the appropriation of funds for the emergency purchase of a breathing air compressor for an amount not to exceed \$75,000.00.



# CITY COUNCIL REPORTS ON MEETINGS ATTENDED AT THE EXPENSE OF THE CITY



# CITY MANAGER REPORT



# CLOSED SESSION:

## a. Public Employment

Public Employee Performance Evaluation: City  
Manager

Government Code Section 54957



# ADJOURNMENT





**From:** [Barbara Gordon](#)  
**To:** [Audrey Malone](#)  
**Subject:** Non-agenda Public Comment  
**Date:** Tuesday, August 3, 2021 10:26:45 AM

---

Please read in public comment.....

Dear City Council

My name is Barbara Gordon. As a youth group mentor, I'm concerned that the city is looking to expand their recreational marijuana businesses. A Rand corporation study in Los Angeles of 1,887 people ages 18-22, living in a neighborhood with a marijuana dispensary, used pot more frequently and had a positive view about the drug.

I work with young people and see how marijuana has negatively impacted their lives. These businesses make marijuana seem normal for young people. Marijuana is often the first drug youth try and often not the last. My youth know of +18 years old that are able to buy from dispensaries and then resale to other students.

Protecting our teens from the consequences of marijuana addiction is paramount. Marijuana products contain enormous amounts of THC that completely rewire adolescents' developing brains, creating irreversible cognitive changes and potentially leading to years of further addiction.

We can't lose more of our young people to addictive products like marijuana. I respectfully request the City Council put our young people's well-being first before promoting the marijuana industry.

Thanks,  
Barbara Gordon

**From:** [jessyka heredia](#)  
**To:** [Audrey Malone](#)  
**Subject:** Public comment 8/3/2021  
**Date:** Tuesday, August 3, 2021 7:53:44 AM

---

Alot of discussion has been started online and between community members as to why the public doesnt have traditional access to city sponsored activities at the rec center for the last 12 years. The community is not getting any straight forward answers on the matter from the council which is concerning and therefore I would like to take this time to encourage council to be transparent with the community on such matters so we can fix whatever obstacles are in the way and open our precious rec center to the kids on a more regular and permanent basis outside of after school care or privately funded programs. We see other cities with wonderful rec centers and even though we have one, and the property owners are under the impression they are paying for it, but can only access it currently through privately funded events. The Seniors, adults and children of Lemon Grove deserve the answers and the access. While our rec center might be multi- use it is also muti purpose so it's possible to share time and let the public access it.

Thank you,  
Jessyka Heredia

**From:** [webmaster@lemongrove.ca.gov](mailto:webmaster@lemongrove.ca.gov) on behalf of [City of Lemon Grove, CA](#)  
**To:** [Audrey Malone](#)  
**Subject:** Non-Agenda Public Comment, 8.3.21  
**Date:** Monday, August 2, 2021 4:38:39 PM

---

Message submitted from the <City of Lemon Grove, CA> website.

**Site Visitor Name:** Kelly McCormick

**Site Visitor Email:** [REDACTED]

Non-Agenda Public Comment 8.3.21 (Read Aloud)

Dear Mayor and City Council Members,

I am writing as a parent and director of a youth mentoring program to speak against the permitting of marijuana businesses.

There is no evidence that permitting pot businesses reduces the black market. In fact, numerous news accounts say the opposite, that regulation encourages the illicit trade which can easily undercut prices and benefit from the increased demand that comes with aggressive marijuana advertising provided by the regulated pot shops.

Marijuana deliveries continue unabated. And last month came news that several California marijuana manufacturers and brands have begun selling products directly to consumers through their websites. As stated in an article from the online resource MJBizDaily, this allows them to “effectively bypass traditional brick-and-mortar retail shops and delivery companies that have long been the gatekeepers to marijuana consumers”. In other words, retail shops for pot, like many other brick-and-mortar businesses, may soon be obsolete.

If Lemon Grove were to approve marijuana businesses, it would be inviting huge costs to taxpayers for regulation and enforcement, lawsuits from business applicants who are not chosen, an onslaught of marijuana advertising, normalization of drug use in the eyes of youth, etc.

Finally, the Bureau of Cannabis Control has not conducted a single minor decoy operation in the entire state. This raises troubling questions about youth access.

Regards,  
Kelly McCormick

**From:** [Peggy Walker](#)  
**To:** [Audrey Malone](#)  
**Cc:** [Judi Strang](#)  
**Subject:** Public Comment tonight  
**Date:** Tuesday, August 3, 2021 10:48:09 AM

---

*Hello Audrey, Please read aloud in Public Comment tonight 8/3/21. Thank you!*

Dear Mayor and City Council Members,

I write as a member of the public health community to speak against the permitting of marijuana businesses.

As MJ becomes readily available, my colleagues and I find people seriously lacking information regarding the devastating effects of this psychotropic drug.

One of the issues that UCSD School of Medicine researchers are driving home right now regarding **Impaired Driving** -- is there is great need to inform the public that ACUTE CANNABIS INTOXICATION is definitely on the rise due to **edibles and dabbing**. This is seriously impacting DUIs and traffic safety.

The potential risk to you or someone you love is significant when you consider UCSD's research, funded by the **CA Office of Traffic Safety**. This shows that, as users come under the thrall of marijuana and increase their use -- **70% think they're NOT likely to get caught driving high. 14.8 million** users reported driving **one hour** after use.

The fact that few marijuana users understand the increasingly high concentration of highly engineered THC in products they use or the interaction with prescription drugs and alcohol -- **but get behind the wheel after use** -- presents a serious public health hazard. Considering this and other public health or safety hazards, permitting marijuana businesses does not serve the public or communities well.

Thank You.

Regards,

*Peggy Walker*

*Research Analyst, Public Health Educator*

*Coastal Communities Drug Free Coalition*

**From:** [Carol Green](#)  
**To:** [Audrey Malone](#)  
**Subject:** Public comment 8/3/21  
**Date:** Wednesday, August 4, 2021 11:30:12 AM

---

Honorable Mayor and members of the Lemon Grove City Council:

As you consider a marijuana ordinance, I wanted to highlight the difference between legalization and commercialization. Deciding to permit further commercialization, it is important to remember who profits from Marijuana Commercialization and who they profit from. I realized Lemon Grove was forced into marijuana commercialization through a ballot measure year ago. And I understand that finances are a concern for Lemon Grove, but at what price do you sell your citizen's health and safety. Where do you draw the line as a public official sworn to protect your community? Do not fall for the shiny false promises of big marijuana businesses. We only need to look at the track record of tobacco. False promises of money for communities and a business model that is based on addiction, disease and death.

Yes, marijuana businesses generate some tax revenue AND they cost money to manage and regulate and they cost money to mitigate the harmful impacts and they impact other businesses that generate tax revenues for the city AND although the original ask is to tax the businesses, it is usually followed up by protests of overtaxing. The promise that allowing marijuana businesses will somehow eliminate the "illegal" or "unpermitted" market, is not true and we see that when there are permitted shops all kinds of illegal places pop up and hide in plain sites and cost lots of money for law enforcement to shut them down. Please do your best to hold the line against this big business that markets to our children and benefits themselves and not residents, communities, or neighborhoods. No one says I want lots of pot shops near my house, school, church, or park. Let's preserve our community and limit the normalization of marijuana.

Carol Green

**From:** [Daniel House](#)  
**To:** [Audrey Malone](#)  
**Subject:** Public Comment: Lemon Grove City Council Regular Meeting  
**Date:** Tuesday, August 3, 2021 3:14:55 PM

---

Hello -

My wife and I just moved to Lemon Grove, so perhaps this comment/inquiry has been addressed in previous meetings.

We live on Citrus between Broadway and Central, in an area with no sidewalks. My question is: are there currently any plans as part of the Lemon Grove General Plan to eventually have proper sidewalks poured in this part of the city of Lemon Grove, and if yes, how many years do you expect any such plans might take for such a project to begin?

Thank you,

**Daniel House**

[REDACTED]

[REDACTED]