



City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, February 15, 2022 6:00 p.m.

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

For everyone's protection, all attendees must maintain a safe social distance and face coverings will be required to attend the meeting

City Council

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

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

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

Presentation

Proclamation – Black History Month, Mayor Racquel Vasquez

Public Comment

Digitally submitted public comments received by the City Clerk at amalone@lemongrove.ca.gov will not be read out-loud during the meeting. However, they will be provided to the City Council and remain part of the meeting's records. Per the Lemon Grove Municipal Code Section 2.14.150, live comments are allotted a maximum of 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, Interim Administrative Services Director

Recommendation: Ratify Demands

- 1.C Approval of City Council Meeting Minutes
Reference: Audrey Malone, City Clerk
Recommendation: Approve the City Council meeting Minutes, meeting of November 12, 2021, December 7, 2021, December 20, 2021, January 7, 2022 and January 31, 2022.

- 1.D Authorization to Submit a Grant Application to CalRecycle for the SB 1383 Local Assistance Grant Program FY 2021-22
Reference: Christian Olivas, Management Analyst
Recommendation: Adopt a resolution authorizing the submittal of a grant application to CalRecycle for the SB 1383 Local Assistance Grant Program FY 2021-22, and direct the City Manager or her designee to execute any grant related documents.

- 1.E Authorization to Submit a Notification of Intent to Comply with SB 1383 to CalRecycle
Reference: Christian Olivas, Management Analyst
Recommendation: Adopt a resolution authorizing the submittal of a Notification of Intent to Comply with SB 1383 regulation requirements to CalRecycle, and direct the City Manager or her designee to execute any related documents.

Reports to Council:

- 2. Lease Agreement with the Urban League of San Diego County
Reference: Lydia Romero, City Manager
Recommendation: Adopt a resolution approving the lease agreement with the Urban League of San Diego County.

- 3. Approve the Application(s) for the Local Assistance Specified Grant
Reference: Mike James, Assistant City Manager/Public Works Director
Recommendation: Adopt a resolution approving the application(s) for the Local Assistance Specified Grant from the California Department of Parks and Recreation, Office of Grants and Local Services.

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

Adjournment

AFFIDAVIT OF NOTIFICATION AND POSTING
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Audrey Malone, 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 February 10, 2022 to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone
Audrey Malone, 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. A full agenda is available for public review at City Hall.

From: [Barbara Gordon](#)
To: [Audrey Malone](#)
Subject: Non-agenda Public Comment For Feb 15 Meeting
Date: Monday, February 14, 2022 4:11:12 PM

Dear Lemon Grove City Council Members,

February is American Heart Month, a time when all people can focus on their cardiovascular health.

I want to share with you a recent study published in the Canadian Medical Association Journal found that adults under 45 years of age who consumed marijuana within the past 30 days had almost double the amount of heart attacks compared to those who didn't use the drug.

The study looked at 33,173 American adults who participated in the US Behavioral Risk Factor survey. According to the analysis, those who reported smoking marijuana more than 4 times per month had twice the odds of suffering a myocardial infarction.

The research found a common misperception that any level of marijuana use is safe. However, the marijuana being used today is high potent. More and more research is emerging that demonstrates the serious health consequences that arise from using these high potency marijuana products.

Legalization is contributing to this public health crisis that is only getting started and will get much worse unless lawmakers act to rein in this newest addition from this for-profit industry.

Thank you,

Barbara Gordon

From: [Josh Klein](#)
To: [Audrey Malone](#)
Subject: Public comment for Tues Feb 15 mtng
Date: Tuesday, February 15, 2022 9:02:02 AM

Good morning Ms. Malone,
Thank you for your service the following is my comment for tonight. Thank you.

The following email was sent to our self proclaimed CEO and I'd like a response out of public safety concerns and conflicting information from leadership and the workers in Public works who seem ok with status quo. Email reads as follows.

- Good evening Ms. Romero,

Thank you for your service, I took Super Bowl time to hang out the main st. promenade and observe the goings on. The neglect in this area has become a safe haven for crime. Anything we can do? I've let Mike know numerous times and am starting to get concerned that the city doesn't have a process. The graffiti has been present for months. Who does graffiti abatement on public property/bus stops and what kind of turnaround time should we expect? I've included Dave Eckler on this chain with the lions club who from my observations is the only human doing this needed work.

Thank you. Respectfully,
Josh Klein

From: [Kelly McCormick](#)
To: [Raquel Vasquez](#); [Jennifer Mendoza](#); [Jerry Jones](#); lianalebaron@gmail.com; [George Gastil](#)
Cc: [Audrey Malone](#)
Subject: Cannabis Regulations Update
Date: Tuesday, February 1, 2022 5:28:08 PM

Hello Council Members,

As a Public Health Educator. I track drug policy and the effects it has on local communities.

There is growing acknowledgment that attempts to regulate the MJ industry are NOT curtailing the black market.

In CalMatters over the weekend, the CEO of a licensed MJ brand described how some licensed growers divert part of their crop to the illegal market to subsidize their legal operations. This CEO is not the first to publicly describe the double-dealing.

The oversupply of MJ is widely acknowledged in driving down wholesale prices.

One thing is clear – there is no need to license MORE marijuana growers or entertain requests for expansion.

Proponents of regulation also used tax revenues as a selling point. But now growers are threatening to boycott cultivation taxes in protest.

I'm sure there are a lot of business owners who would LIKE to boycott their taxes, but who pay them none-the-less.

State Senator Steve Bradford suggests cutting start-up costs for pot business, such as limiting the "extensive environmental reviews".

This, when we know MJ is frequently contaminated with fungus and mold – laden with pesticides, fungicides, and rodenticides, and uses large amounts of water and energy, contributing to greenhouse gas emissions.

I speak for many who demand accountability for this industry.

Regards,
Kelly McCormick

From: [Peggy Walker](#)
To: [Audrey Malone](#)
Subject: For City Council Meeting 2/15/2022
Date: Monday, February 14, 2022 3:05:44 PM

City Clerk: *please provide this letter to the City Council and to the meeting records for 2/15/2022. Thank you.*

Dear Mayor Vasquez and Lemon Grove City Council Members Gastil, Jones, Mendoza, and LeBaron:

With Monday being Valentine's Day, sweets are prominent. This seems an appropriate time, as a public health educator and child advocate, to share warnings from the New York Times showing rising rates of ingestion of marijuana edibles by children under 6.

This rise is confirmed by scientific publications such as Harvard Health, by medical and treatment organizations, and the state of Colorado. The Times reports that edible exposure to children is **6 times more frequent** where marijuana has been legalized.

The most common age for related poison controls calls is age 3-5 -- old enough to find a cookie attractive, not enough to discern it's loaded with THC.

As marijuana outlets increasingly market an expanding menu of edible cookies and candies with child appeal, public and parent awareness is paramount to protect toddlers like Oliver. Little Oliver consumed 15 gummies -- 7 times the THC serving recommended for an adult. He's just one small example.

To prevent children from ingesting and suffering symptoms from "acting high" to having breathing difficulties to becoming comatose, increased parent and public awareness is critical. Please help share this information within our community.

Regards,
Peggy Walker
Coastal Communities Drug Free Coalition,
Board Member and Public Health Educator

From: [Rebecca Rapp](#)
To: [Audrey Malone](#); [George Gastil](#); [Jerry Jones](#); [Jennifer Mendoza](#); [Raquel Vasquez](#); [Liana LeBaron](#)
Subject: Public Comment for tonight's CC meeting 2-15-22 Thank you!
Date: Tuesday, February 15, 2022 2:54:33 PM

Good evening, mayor Vasquez and city council, I'm writing to you as I cannot attend in person tonight, my name is Becky Rapp, I'm a parent and public health educator. I wanted to share with you some information from IASIC, The international Academy on the Science and Impact of Cannabis. IASIC is an organization of international experts on cannabis who are guided by medicine and science to provide accurate and honest information. Dr. Shannon Murphy presented on marijuana and the pediatric patient.

She explains how the psychosocial screening is an essential part of the adolescent medical visit. Recent changes in marijuana laws around the country have impacted adolescent views on marijuana. Teens' perception of harm regarding marijuana use has decreased. Marijuana now surpasses tobacco use for many young people.

It's crucial health experts and Health departments understand the negative effects marijuana use can have on the adolescent and know what topics to address during a medical visit.

I recently purchased cookies at local cookie shop called Cookie Plug that my family visits frequently. I noticed they had smaller cookies of popular flavors for sale. I was shocked to learn they were CBD infused. Being advertised as the "therapeutic" cookie in 12 flavors baked fresh daily. Medical claims were also listed as possible benefits, pain relief, inflammation relief, anxiety relief, depression relief and more.

This prime example of normalization of marijuana products not only decreases the perception of harm to adolescents but to young children. Elementary aged children who are curious of flavors when buying cookies at a local cookie shop.

I urge you to listen to Dr. Shannon Murphy as our children are in trouble. Prevention messaging is needed more now than ever before. CBD infused cookies at a local family frequented cookie store is sending the message of normalcy and decreasing the perception of harm. Please help educate families in our city making them your number one

priority.

Thank you



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: February 15, 2022
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: February 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Rod Greek, Interim Administrative Services Director
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: 02/15/22

ACH/AP Checks 01/20/22-02/02/22	1,442,055.95
Payroll - 01/25/22	115,119.33
Total Demands	1,557,175.28

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	1887154 1887155 1887159	US Bank-Corporate Trust Services	01/20/2022	2019A Tax Allocation Refunding Bond 2019B Tax Allocation Refunding Bond 2014 Tax Allocation Bond	60,500.00 195,328.72 97,399.38	353,228.10
ACH	77475244/438788	WEX Bank	01/24/2022	Fuel - Dec'21	2,391.57	2,391.57
ACH	Jan25 22	Employment Development Department	01/27/2022	State Taxes 1/25/22	7,021.40	7,021.40
ACH	Jan12-Jan25 22	Calpers Supplemental Income 457 Plan	01/28/2022	457 Plan 1/12/22-1/25/22	8,276.82	8,276.82
ACH	Jan25 22	US Treasury	01/31/2022	Federal Taxes 1/25/22	23,604.14	23,604.14
ACH	Refill 1/27/22	Pitney Bowes Global Financial Services LLC	01/31/2022	Postage Usage 1/27/22	500.00	500.00
ACH	1000321834	City of San Diego	02/01/2022	Metro Sewer System FY22 - QTR3 - 1/1/22-3/31/22	675,801.00	675,801.00
ACH	Feb 2022	Pers Health	02/02/2022	Pers Health Insurance - Feb22	50,317.46	50,317.46
ACH	Jan22	Sedgwick Claims Management Services, Inc.	02/02/2022	CLG Workers Comp Claims - Jan'22	993.03	993.03
15286	7467	Aguirre & Associates	01/26/2022	0 Bonita St TM0-000-065 Map Check - Dec'21	67.50	67.50
15287	FY22/23	ASCAP	01/26/2022	Annual Music License Fee - 1/1/22-12/31/22	390.00	390.00
15288	1/12/2022	AT&T	01/26/2022	Phone Service 12/13/21-1/12/22	90.00	90.00
15289	37757-IN 37892-IN	Aztec Landscaping Inc	01/26/2022	Landscape Mgmt Svc - Nov'21 Landscape Mgmt Svc - Dec-21	3,671.49 3,671.49	7,342.98
15290	58237	Blue Light Inc DBA Imagine Court Reporting	01/26/2022	Legal Services - Dec'21	2,761.65	2,761.65
15291	0000015992 0000015992 0000015992	City of El Cajon	01/26/2022	Overtime Reimbursement - Lopez 12/15/21 Overtime Reimbursement - Saffer 12/18/21 Overtime Reimbursement - Cameron 1/4/22	1,255.71 1,319.28 1,319.28	3,894.27
15292	2850 2902	Clark Telecom & Electric Inc.	01/26/2022	Street Light Repairs- Dec'21 Street Light Dig-Alert Markouts - Dec'21	1,001.43 215.01	1,216.44
15293	50311	Colantuono, Highsmith & Whatley, PC	01/26/2022	Legal Svcs: Affordable Housing Dec'21	57.99	57.99
15294	7026 7028 7029 7030 7035 7037	D- Max Engineering Inc	01/26/2022	1993 Dain Dr Inspection 12/1/21-12/31/21 Golden Doors Inspection 12/1/21-12/31/21 Vista Azul Inspection 12/1/21-12/31/21 8016 Broadway Inspection 12/1/21-12/31/21 LG Bistro SWQMP Review 1/1/22-1/12/22 LG 8290 Broadway SWQMP Review 12/15/21-1/12/22	150.92 224.42 402.64 482.30 547.50 797.00	2,604.78
15295	1242	Debra L Reilly, A Professional Law Corp	01/26/2022	Legal Svcs - thru 1/23/22	14,409.00	14,409.00
15296	1121.01.1159	Dexter Wilson Engineering, Inc.	01/26/2022	Rate Study Assistance- Nov'21	390.00	390.00
15297	590254	DRI Consulting	01/26/2022	Team Building Session/City Council - thru Jan'22	13,837.78	13,837.78
15298	1/10-13/22 1/18-20/22 1/3-6/22	Esgil Corporation	01/26/2022	75% Building Fees- 1/10/22-1/13/22 75% Building Fees- 1/18/22-1/20/22 75% Building Fees- 1/3/22-1/6/22	6,498.55 13,760.88 5,217.35	25,476.78
15299	Jan-22	Fidelity Security Life Insurance Company	01/26/2022	Vision Insurance -Jan22	274.23	274.23
15300	INV1021827	George Hills Company	01/26/2022	TPA Claims- Adjusting/Other Services - Dec'21	54.00	54.00
15301	HS-5607-0013	Home Start, Inc.	01/26/2022	LG Homeless Outreach - Dec'21	5,727.85	5,727.85
15302	21-5051	I Love a Clean San Diego	01/26/2022	ILACSD Recycling Educ Community Outreach Events thru 12/31/21	550.00	550.00
15303	10635	I.B. Trophies & Awards	01/26/2022	New Fire Name Badges	35.06	35.06
15304	1/25/22	ICMA	01/26/2022	ICMA Deferred Compensation Pay Period Ending 1/25/22	780.77	780.77
15305	1718	Janazz, LLC SD	01/26/2022	IT Services- City Hall- Dec'21	2,500.00	2,500.00
15306	1164004	Life-Assist, Inc.	01/26/2022	Deluxe Intubation Case	89.24	89.24

15307	21-011 21-012	Martin, Raymond L	01/26/2022	Legal Svcs: 2020-00022 - thru 11/6/21 Legal Svcs: 2020-00022 - thru 12/27/21	360.00 2,180.00	2,540.00
15308	74049170 74118254 74118254 74118254	Occupational Health Centers of CA	01/26/2022	Annual DMV Medical Exam - 1/5/22 Medical Exam - 1/13/22 Medical Exam - 1/13/22 Medical Exam - /14/22	110.00 149.00 190.00 41.00	490.00
15309	154677PS	Pacific Sweeping	01/26/2022	Street Sweeping/Parking Lot/Power Washing/Bus Shelters - Dec'21	6,428.55	6,428.55
15310	Sanderson	Sanderson, Alicia	01/26/2022	Refund/Sanderson, Alicia/Rental - BS#2 Gazebo - 1/22/22 COVID-19	100.00	100.00
15311	156898	SESAC	01/26/2022	Music Performance License - 1/1/22-12/31/22	1,025.00	1,025.00
15312	Jan 11 Jan 25	Southern CA Firefighters Benefit Trust	01/26/2022	LG Firefighters Benefit Trust 1/11/22 LG Firefighters Benefit Trust 1/25/22	876.85 830.70	1,707.55
15313	81379 81380 81381	Southwest Signal Service	01/26/2022	Markout Reports - Underground Service Alert - Dec'21 Bi-MonthlyTraffic Signal Maintenance - Dec'21 Traffic Signal Service Calls - Dec'21	122.04 925.54 5,601.35	6,648.93
15314	SW-0223153 WD-0193196	State Water Resources Control Board	01/26/2022	Annual Permit Fee - Water Discharge Requirement 10/1/21-9/30/22 Annual Permit Fee - Water Discharge Requirement 7/1/21-6/30/22	17,666.00 3,326.00	20,992.00
15315	dsb20206540	Underground Service Alert of SC	01/26/2022	State Fee/Regulatory Monthly Costs/Dig Alert 2020	35.71	35.71
15316	1220210380	Underground Service Alert/SC	01/26/2022	51 New Ticket Charges - Dec'21	94.15	94.15
15317	7389	Aguirre & Associates	02/02/2022	8373 Broadway TM0-000-065 Map Check - Oct'21	1,485.00	1,485.00
15318	44282	Anita Fire Hose Company Etc	02/02/2022	6 Year Fire Extinguisher Maintenance - Fire Stn	139.80	139.80
15319	Feb2022	Benefit Coordinators Corporation (BCC)	02/02/2022	Life Insurance - Feb'22 LTD Insurance - Feb'22	534.60 621.37	1,155.97
15320	57831	Blue Light Inc DBA Imagine Court Reporting	02/02/2022	Legal Services - Dec'21	2,798.20	2,798.20
15321	279163-Dec21 279164-Dec21 279165-Dec21 279166-Dec21 279167-Dec21 279168-Dec21 279169-Dec21	Burke, William, & Sorensen, LLP	02/02/2022	08250-0001 General Dec'21 08250-0002 Code Enf Dec'21 08250-0003 Dec'21 08250-0004 Dec'21 08250-0008 Dec'21 08250-0011.001 Dec'21 08250-0011.002 Dec'21	12,533.00 149.40 99.60 116.20 16,804.75 448.20 5,091.20	35,242.35
15322	0000015984 0000015993 0000016012 0000016012	City of El Cajon	02/02/2022	HCFA Assessment - QTR 3 FY21/22 COVID-19 Test Kits Overtime Reimbursement - Kelsen 1/13/22 Overtime Reimbursement - Lopez 1/22/22	63,183.75 449.81 1,386.11 1,255.71	66,275.38
15323	23926 23926	City of La Mesa	02/02/2022	Overtime Reimbursement - Runkle 12/11/21 Overtime Reimbursement - Lopez 1/1/22	1,557.10 1,444.86	3,001.96
15324	1000321708	City of San Diego	02/02/2022	Municipal Sewer Transportation- FY22 Q2 10/1/21-12/31/21	9,477.85	9,477.85
15325	Dec21	Colonial Life	02/02/2022	Colonial Optional Insurance Dec-21 Colonial Optional Insurance Jan-22	384.24 256.16	640.40
15326	1091	Deckard Technologies, Inc.	02/02/2022	Subscription - Rentalscape	3,000.00	3,000.00
15327	Feb-22	Fidelity Security Life Insurance Company	02/02/2022	Vision Insurance -Feb22	259.12	259.12
15328	14383 14384 14385 14386	Infrastructure Engineering Corporation	02/02/2022	Prof Svc: 1993 Dain Dr 11/27/21-12/31/21 Prof Svc: 8016 Broadway Self Storage 11/27/21-12/31/21 Prof Svc: Vista Azul 11/27/21-12/31/21 Prof Svc: FY21 Paving/CM/Inspectn 11/27/21-12/31/21	296.00 296.00 296.00 7,526.00	8,414.00
15329	202112 202112	Lemon Grove Car Wash, Inc.	02/02/2022	Smog - LGPW#19 '99 Ford F350 - 12/9/21 Oil Change - LGPW#03 '00 Ford Ranger - 12/16/21	69.75 44.93	114.68
15330	PB2828	McCain	02/02/2022	Prof Svc: Traffic Signal	1,000.00	1,000.00
15331	Reimb 1/13/22	Ortiz, Phillip	02/02/2022	Reimb: Rescue Systems I Class 12/6/21-12/10/21	100.85	100.85
15332	INV00043290	RapidScale Inc.	02/02/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 1/31/22-2/27/22	4,348.28	4,348.28
15333	235392	Richards, Watson & Gershon	02/02/2022	Legal Svcs: 12506-0003 thru 12/31/21	4,690.00	4,690.00
15334	85715	Rick Engineering Company	02/02/2022	Prof Svc: City Engineer 11/27/21-12/31/21	39,244.80	39,244.80
15335	#Dec-21 #Jan-22 Jan-Jun22	San Diego County Sheriff's Department	02/02/2022	CESF CARES COVID-19 Homeless Response & Assist 10/7/21-12/16/21 Byrne JAG-LG-Bike Patrol Program 10/1/21-12/16/21 Cal-ID Program Costs 1/1/22-6/30/22	3,193.65 1,613.02 3,177.00	7,983.67
15336	1/21/2022 1/25/2022 1/25/2022	SDG&E	02/02/2022	3225 Olive- 12/22/21-1/21/22 3500 1/2 Main- 12/22/21-1/21/22 3601 1/2 LGA-12/22/21-1/21/22	165.12 226.68 49.51	441.31
15337	506855	South Coast Emergency Vehicle Services	02/02/2022	Chrome Handle Kit/Regulator - E310	290.06	290.06

15338	STMT 12/22/2021	US Bank Corporate Payment Systems	02/02/2022	Pelican Cases for Airway Kit - Fire	358.46	7,007.31
	STMT 12/22/2021			Diesel Motor Oil/Automatic Transmission Fluid	53.16	
	STMT 12/22/2021			PARMA Membership/James	150.00	
	STMT 12/22/2021			Registration/PARMA Conference/James - 2/27/22-3/2/22	350.00	
	STMT 12/22/2021			Lodging-Deposit/PARMA Conference/James - 2/27/22-3/2/22	279.63	
	STMT 12/22/2021			Oil Absorbent/Backup Battery for LED Light	236.53	
	STMT 12/22/2021			CA Assn Public Info Ofcr/Membership/Conrad	275.00	
	STMT 12/22/2021			Plotter Printer Ink/Computer Screen Filter	158.25	
	STMT 12/22/2021			Job Postings/Fin Mgr/Sani Supervisor/Street Tech I	147.95	
	STMT 12/22/2021			CPR Training 12/14/21-12/15/21	592.57	
	STMT 12/22/2021			Protective Clothing - PW Work Shirts/Pants/Rainboots	449.10	
	STMT 12/22/2021			Fuel	84.00	
	STMT 12/22/2021			Replacement Windshield - LGPW#18 '00 Ford Ranger	250.00	
	STMT 12/22/2021			Replace Starter/Solenoid - LGPW#17 '99 Ford F350	630.77	
	STMT 12/22/2021			Bonfire Supplies 12/3/21	2,181.86	
	STMT 12/22/2021			Movie in the Park 8/13/21	537.50	
	STMT 12/22/2021			'05 Dodge Sprinter/Sani Replacement Keys	301.55	
	STMT 12/22/2021			Credit - LCC 2021 City Clerk Trng/Malone	-300.00	
	STMT 12/22/2021			Zoom Subscription - Online Mtgs	93.99	
	STMT 12/22/2021			Virtual Time App - City Mtgs	19.99	
	STMT 12/22/2021			City Clerk Training Resources	157.00	
15339	80532075	Waxie Sanitary Supply	02/02/2022	Janitorial Supplies	199.23	199.23
					1,442,055.95	1,442,055.95



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C
Meeting Date: February 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Audrey Malone, City Clerk; amalone@lemongrove.ca.gov
Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes, meeting of November 12, 2021, December 7, 2021, December 20, 2021, January 7, 2022 and January 31, 2022.

Environmental Review:

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF THE SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
FRIDAY, November 12, 2021 at 3 PM**
Lemon Grove Library
3001 School Lane, Lemon Grove, CA 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:

Mayor Vasquez called the Special City Council Meeting to order at 3:12 pm.

Present:

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

Staff Members Present:

Lydia Romero, City Manager and Kristen Steinke, City Attorney.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Gastil.

Workshop:

Team Building Session – DRI Consulting

DRI Consulting, Makesha Spence lead facilitation discussion with City Council.

Scheduled break from 4:55 pm to 5:05 pm.

DRI Consulting facilitated discussion continues with City Council.

Adjournment:

There being no further business to come before the Council, Mayor Vasquez adjourns meeting at 7:00 pm.

Lydia Romero
City Manager

**MINUTES OF THE REGULAR MEETING
OF THE LEMON GROVE CITY COUNCIL
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 91945
TUESDAY, DECEMBER 7, 2021 at 6 PM**

*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:

Mayor Pro Tem Jones called the Regular City Council Meeting to order at 6:05 p.m.

Present:

Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil.

Absent: Mayor Racquel Vasquez.

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Noah Alvey, Community Development Manager, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Mendoza.

Changes to the Agenda:

Councilmember LeBaron moves to pull Items 1.C and 1.D, no second, motion dies.

Presentation:

Certificate of Commendation for Corporal Giovanni Brunacini

Mayor Pro Tem Jones recessed the meeting for 10 minutes at 6:18 pm for photos with Corporal Brunacini.

Meeting is reconvened at 6:23pm.

Vision Zero, Jesse O'Sullavin, Policy Council, Circulate San Diego

Public Comment:

Email Submitted

- Carol Greene
- David Shorey
- Diane Grace
- Kathleen Lippitt
- Leslie Cruz
- Peggy Walker
- Terri-Ann Skelly
- TMark Milcox

In-Person

- Kevin Lang
- Penny Martinez
- Sandra Goheen
- John Wood
- Jessyka Heredia

- Lesslie Garcia
- Chris Williams

Consent Calendar:

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Approval of City Council Meeting Minutes, October 23, 2021, November 16, 2021 and November 23, 2021.
- 1.D TransNet Funds Transfer

Action: Motion by Councilmember Gastil, seconded by Councilmember Mendoza to approve the Consent Calendar Items 1.A – 1.D.

The motion passed by the following vote:

- Ayes:** Jones, Mendoza, Gastil.
- Noes:** LeBaron.
- Absent:** Vasquez.

Public Hearing:

2. Conditional Use Permit No. CUP-200-0002 – An appeal of a decision by the Planning Commission to deny a request to add off-sale liquor sales (Type 21 license) at an existing convenience market located in the Transit Mixed Use (3) zone of the Downtown Village Specific Plan and addressed as 7785 Broadway, Lemon Grove

Councilmember LeBaron discloses that she has had communications with the appellants.

Noah Alvey, Community Development Manager presents staff report.

Public Hearing opened at 7:17 pm.

Mayor Pro Tem Jones introduces Krista Garritano, appellant representative to address Council.

Appellant, Alicia Hermitz addresses Council.

Public Comments:

Email Submitted

- Dana Stevens
- Helen Ofield

In-Person

- Chris Williams
- David Shorey
- Craig Reed
- Chris Reader
- Jessyka Heredia
- Torey Jones
- Annette Jones
- Eric Jones
- Janire Hanna
- Dave Sullivan
- Steven Zybeluidn
- Richard Gold

- Sharon Jones

Mayor Pro Tem Jones calls a 10 minute recess at 8:10pm.

Meeting reconvenes at 8:20 pm.

Mayor Pro Tem Jones calls a 10 minute recess at 8:23pm.

Meeting reconvenes at 8:33 pm.

Motion: Close the Public Hearing.

Action: Motioned by Councilmember Mendoza and Second by Mayor Pro Tem Jones. The motion passed by the following roll call vote:

Ayes: Jones, Mendoza, Gastil.

Noes: LeBaron.

Absent: Vasquez.

Public Hearing closed at 8:35 p.m.

Council asked questions of staff and appellant/representative.

Council provide final comments.

Motion: Conduct a public hearing and adopt the resolution upholding the Planning Commission decision to deny Conditional Use Permit No. CUP-200-0002.

Action: Motioned by Mayor Pro Tem Jones and Second by Councilmember Gastil. The motion passed by the following roll call vote:

Ayes: Jones, Mendoza, Gastil.

Noes: LeBaron.

Absent: Vasquez.

Mayor Pro Tem Jones calls a 5 minute recess at 9:34 pm.

Meeting reconvenes at 9:46 pm.

Motion: To continue with the remaining items on the agenda and to move the City Council Reports and the City Manager's Report to the next Regular City Council Meeting.

Action: Motioned by Mayor Pro Tem Jones and Second by Councilmember Gastil. The motion passed by the following roll call vote:

Ayes: Jones, Mendoza, Gastil.

Noes: LeBaron.

Absent: Vasquez.

Reports to Council:

3. Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2021

Rod Greek, Interim Administrative Services Director and Greg Fankhanel with VLP, LLP. present staff report.

Public Comment:

Email Submitted:

- None.

In-Person:

- Chris Williams

Council asked questions of staff and auditor.

Council provide final comments.

Motion: Receive, review, and file the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2021.

Action: Motioned by Mayor Pro Tem Jones and Second by Councilmember Gastil.

The motion passed by the following roll call vote:

Ayes: Jones, Mendoza, LeBaron, Gastil.

Noes: None.

Absent: Vasquez.

Reports to Council:

4. Second Reading of the State Mandated Organic Waste Disposal Ordinance

Public Comment:

Email Submitted:

- None.

In-Person:

- None.

Motion: Introduce for its second reading Ordinance 459 “An Ordinance of the City Council of the City of Lemon Grove, California amending Chapter 13.28 of the Lemon Grove Municipal Code to comply with State mandated organic waste disposal requirements.”

Action: Motioned by Mayor Pro Tem Jones and Second by Councilmember Mendoza.

The motion passed by the following roll call vote:

Ayes: Jones, Mendoza, LeBaron, Gastil.

Noes: None.

Absent: Vasquez.

Closed Session:

- a. **Conference with legal counsel – existing litigation (Govt Code section 54956.9(d)(1))**
In re: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804)

Kristen Steinke, City Attorney convenes meeting into Closed Session at 11:21 pm.

Kristen Steinke, City Attorney reconvenes meeting into Open Session at 11:36 pm, with no reportable action.

Adjournment:

There being no further business to come before the Council, Mayor Pro Tem Jones adjourned meeting at 11:36 pm.

Audrey Malone
City Clerk

**MINUTES OF THE SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
MONDAY, DECEMBER 20, 2021 at 6 PM**
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 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:

Mayor Vasquez called the Special City Council Meeting to order at 6:01 p.m.

Present:

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

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Audrey Malone, City Clerk.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Mendoza.

Public Comment:

Email Submitted: None.

Live Comments: None.

Reports to Council:

1. Community Advisory Commission Interviews and Appointments

Lydia Romero, City Manager presents staff report.

Public Comment:

Email Submitted: None.

Live Comments: None.

Council narrows down interview questions.

Interviews conducted in alphabetical order by last name of applicant.

Bass, Jay

Heredia, Jessica

O'Keefe, Scott (*no show*)

Pratts, Aaron

Russo, Julie

Weiss, Carol

Council deliberates after completing interviews and provide their top 3 candidates for permanent members of the Community Advisory Commission.

Top 3 applicants by a tally vote, Jay Bass, Carol Weiss and Aaron Pratts.

Motion: Appoint Jay Bass, Carol Weiss and Aaron Pratts as permanent members of the Community Advisory Commission.

Action: Motioned by Mayor Pro Tem Jones and Second by Councilmember Gastil. The motion passed by the following roll call vote:

Ayes: Vasquez, Jones, Mendoza, LeBaron, Gastil.

Noes: None.

Absent: None.

Motion: Appoint Jessica Heredia and Julie Russo as ad-hoc members of the Community Advisory Commission.

Action: Motioned by Councilmember Gastil and Second by Councilmember Mendoza. The motion passed by the following roll call vote:

Ayes: Vasquez, Jones, Mendoza, LeBaron, Gastil.

Noes: None.

Absent: None

Adjournment:

There being no further business to come before the Council, Mayor Vasquez adjourns meeting at 7:16 pm to the next Regular City Council Meeting on Tuesday, December 21, 2021 at 5 pm.

Audrey Malone
City Clerk

**MINUTES OF THE SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
FRIDAY, JANUARY 7, 2022 at 3 PM**
Lemon Grove Library
3001 School Lane, Lemon Grove, CA 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:

Mayor Vasquez called the Special City Council Meeting to order at 3:10 pm.

Present:

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

Staff Members Present:

Lydia Romero, City Manager and Kristen Steinke, City Attorney.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember LeBaron.

Workshop:

Team Building Session – DRI Consulting

DRI Consulting, John Fenning and Makesha Spence lead facilitation discussion with City Council.

Scheduled break from 4:30 pm to 4:45 pm.

DRI Consulting facilitated discussion continues with City Council.

Scheduled break from 6:15 pm to 6:25 pm.

DRI Consulting facilitated discussion continues with City Council.

Adjournment:

There being no further business to come before the Council, Mayor Vasquez adjourns meeting at 6:54 pm.

Lydia Romero
City Manager

**MINUTES OF THE SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
MONDAY, JANUARY 31, 2022 at 6 PM**
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 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:

Mayor Vasquez called the Special City Council Meeting to order at 6:03 p.m.

Present:

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron (*arrives at 6:07 pm*), and Councilmember George Gastil.

Staff Members Present:

Lydia Romero, City Manager (*leaves after meeting convenes into Closed Session*), Kristen Steinke, City Attorney and Audrey Malone, City Clerk.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Mendoza.

Public Comment:

Email Submitted: None.

Live Comments: None.

Closed Session:

**a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)-(4))**

Kristen Steinke, City Attorney convenes meeting into Closed Session at 6:05 pm.

Councilmember LeBaron was recused from Closed Session.

Special Counsel was in attendance for the Closed Session.

Mayor Vasquez reconvenes meeting into Open Session at 7:49 pm. City Attorney Steinke reports no reportable action, except direction was given to staff.

Adjournment:

There being no further business to come before the Council, Mayor Vasquez adjourns meeting at 7:50 pm to the next Regular City Council Meeting on Tuesday, February 1, 2022 at 6 pm.

Audrey Malone
City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1. D

Meeting Date: February 15, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Christian Olivas, Management Analyst; colivas@lemongrove.ca.gov

Item Title: **Authorization to Submit a Grant Application to CalRecycle for the SB 1383 Local Assistance Grant Program FY 2021-22**

Recommended Action: Adopt a resolution (**Attachment A**) authorizing the submittal of a grant application to CalRecycle for the SB 1383 Local Assistance Grant Program FY 2021-22, and direct the City Manager or her designee to execute any grant related documents.

Summary: The City of Lemon Grove has submitted a grant application to the Department of Resources Recycling and Recovery (CalRecycle) to request funding from the Local Assistance Grant Program FY 2021-22 to support the implementation of SB 1383 regulations. The grant funds would pay for the costs associated with conducting education and outreach regarding organic waste services and edible food recovery, establishing an edible food recovery program, conducting inspections and enforcement of local generators and ensuring the City's procurement target are met for recovered organic waste products and recycled paper products.

Background: On September 19, 2016, Governor Brown signed Senate Bill 1383 (SB 1383) Lara, Chapter Statutes of 2016, establishing methane emissions reduction targets for California in a statewide effort to reduce emissions from short-lived climate pollutants (SLCP). Methane from decomposing organic waste in landfills is a significant source of greenhouse gas (GHG) emissions, therefore SB 1383 requires CalRecycle to develop regulations that reduce the disposal of organic waste to 50% below 2014 levels by 2020, and 75% by 2025. The law also requires the State to increase edible food recovery of currently disposed surplus food by at least 20% by 2025; making SB 1383 the most significant waste reduction mandate to be adopted in California in the last 30 years.

CalRecycle is administering a one-time non-competitive grant to assist with the implementation of regulation requirements associated with SB 1383, including, but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic wastes & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/GAP Analysis
- Procurement Requirements

Discussion: On January 3, 2022, CalRecycle released funding estimates that each local jurisdiction is eligible to receive under the SB 1383 Local Assistance Grant Program. Under the first round of funding, the City of Lemon Grove is eligible to receive \$35,545 to support the implementation of SB 1383 in Lemon Grove. Depending on the amount of funds awarded, the City may be eligible to receive additional funding.

As part of the grant guidelines, the City must submit a SB1383 Program application detailing the proposed use of these funds and a City Council adopted resolution authorizing grant submittal. Staff’s recommendation for the use of these grants funds include following:

- Edible Food Recovery Programs and Services
 - Implement and oversee an edible food recovery program that recovers edible food from the waste stream;
 - Ensure that commercial edible food generators establish documented arrangements with food recovery services.
- Outreach and Education
 - Conduct education and outreach related to organic waste and edible food recovery.
- Inspections and Enforcement
 - Conduct inspections to ensure compliance with edible food recovery requirements;
 - Ensure compliance with the local organics recycling ordinance.
- Procurement Requirements
 - Ensure procurement target is met for recovered organic waste products and recycled paper products.

If the City Council adopts the resolution (**Attachment A**), City staff will submit the resolution to CalRecycle by the March 1, 2022 deadline. Assuming CalRecycle approves the grant application, the City will be able to use grant funds for the implementation of activities listed above to ensure compliance with SB 1383 regulation requirements.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION TO CALRECYCLE FOR THE SB 1383 LOCAL ASSISTANCE
GRANT PROGRAM**

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program; and

WHEREAS, grant funds would pay for the costs associated with conducting education and outreach regarding organic waste services and edible food recovery, establishing an edible food recovery program, conducting inspections and enforcement of local generators and ensuring the City's procurement target is met for recovered organic waste products and recycled-content paper and paper products; and

WHEREAS, funding of \$35,545 is requested and if awarded, will cover the costs associated with the implementation of activities that will meet SB 1383 regulation requirements.

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

1. Authorizes the submittal of an application to CalRecycle for any and all grant and payment programs offered; and
2. Authorizes the City Manager or his/her designee with Signature Authority and is authorized to execute for the City of Lemon Grove all documents necessary to secure funds and implement the approved grant or payment project; and
3. Provides authorization that is effective from the date of adoption to February 14, 2027.

PASSED AND ADOPTED on February 15, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E
Meeting Date: February 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Christian Olivas, Management Analyst; colivas@lemongrove.ca.gov
Item Title: **Authorization to Submit a Notification of Intent to Comply with SB 1383 to CalRecycle**

Recommended Action: Adopt a resolution (**Attachment A**) authorizing the submittal of a Notification of Intent to Comply with SB 1383 regulation requirements to CalRecycle, and direct the City Manager or her designee to execute any related documents.

Summary: Due to challenges caused by the COVID-19 pandemic, Governor Newsom signed Senate Bill (SB) 619 that provides a one-year extension to agencies that are unable to comply with SB 1383 regulation requirements. In order to receive an extension, the City must submit a Notification of Intent to Comply with SB 1383 regulation requirements to CalRecycle.

Background: On September 19, 2016, Governor Brown signed into law Senate Bill (SB 1383) Lara, Chapter 395, Statutes of 2016, establishing methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. Methane from decomposing organic waste in landfills is a significant source of greenhouse gas (GHG) emissions. The state defines "Organic waste" as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal based products. The new law codifies the California Air Resources Board's Short-Lived Climate Pollutant Reduction Strategy, established pursuant to SB 605 (Lara, Chapter 523, Statutes of 2014), to achieve reductions in the statewide emissions of short-lived climate pollutants. Actions to reduce short-lived climate pollutants are essential to address the many impacts of climate change on human health, especially in California's most at-risk communities, and on the environment.

From 2016-2020, CalRecycle worked to develop regulations to achieve the goals of SB 1383. In November of 2020, CalRecycle finalized the final regulation text. The regulations went into effect on January 1, 2022, which requires every city and county in California to have an enforceable SB 1383 Ordinance in place by this date. The law establishes

statewide targets to reduce the disposal of organic waste by 50% below 2014 levels by 2020, and 75% by 2025. The law also requires the State to increase edible food recovery of currently disposed surplus food by at least 20% by 2025 and to redirect that food to people in need; making SB 1383 the most significant waste reduction mandate to be adopted in California in the last 30 years.

The main elements of SB 1383 regulations include the following:

- Capacity Planning
- Organics and Recycling Collection
- Edible Food Recovery
- Education and outreach (includes organic wastes & edible food recovery)
- Enforcement and Inspection
- Contamination Monitoring
- Procurement

Discussion: With the delays in finalizing the SB 1383 regulations, CalRecycle has prioritized three components of the regulations to be in place prior to January 2022: an enforceable ordinance, an edible food recovery program, and mandatory organics collection. However, as a response to the challenges created by the COVID-19 pandemic and the associated delays in rulemaking for SB 1383, Governor Newsom signed SB 619, which allows agencies to request that CalRecycle waive fines for the 2022 calendar year for non-compliance. The fines will only be waived for agencies that submit a “Notification of Intent to Comply” with CalRecycle by March 1, 2022. Many parts of SB 1383 will take time to develop and implement. City staff is currently working on an Implementation Plan that addresses any gaps in meeting the requirements of SB 1383 regulations.

The attached resolution contains language required by CalRecycle to comply with the extension request. Therefore, City staff recommends that the City Council adopt a resolution authorizing the submittal of a “Notification to Comply” to CalRecycle to ensure additional time and flexibility to implement the SB 1383 regulation requirements for organic recycling.

Environmental Review:

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: There is no fiscal impact on the current budget.

Public Notification: None.

Staff Recommendation: Staff recommends that the City Council adopt a resolution (**Attachment A**) authorizing the submittal of a Notification of Intent to Comply with SB 1383 regulation requirements to CalRecycle, and direct the City Manager or her designee to execute any related documents.

Attachments:

Attachment A – Resolution including Exhibit 1 – Notification of Intent to Comply

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH ORGANIC WASTE RECYCLING REGULATION REQUIREMENTS TO CALRECYCLE

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025.

WHEREAS, the City of Lemon Grove is a local jurisdiction required to comply with the Regulations;

WHEREAS, the City of Lemon Grove is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year;

WHEREAS, Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan.

WHEREAS, the City of Lemon Grove is a local jurisdiction authorized by the Statute to submit a Notification of Intent to Comply for CalRecycle approval;

WHEREAS, CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of the Statute;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Lemon Grove, California by and through its designee, the City Manager, hereby formally adopts the Notification of Intent to Comply attached as Exhibit “1.”
2. The City Council of the City of Lemon Grove, California hereby authorizes and directs City Manager, on its behalf, to submit the Notification of Intent to Comply

attached as Exhibit “1” to CalRecycle for approval pursuant to the Statute.

3. By submitting the Notification of Intent to Comply pursuant to and subject to the above referenced requirements, the City of Lemon Grove represents and certifies that it will implement the proposed actions to remedy the violations according to the proposed schedule as approved by CalRecycle and in accordance with the Statute and Regulations.
4. The City of Lemon Grove by and through its City Manager also acknowledges and agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the circumstances for the correction of any violation(s) of the Statute and Regulations identified in its Notification of Intent to Comply.

PASSED AND ADOPTED on February 15, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Exhibit 1

Notification of Intent to Comply

CalRecycle is providing this optional form as a convenience to assist jurisdictions (counties, cities, a county and city, or special districts providing solid waste collection services) for purposes of submitting a notification of intent to comply to CalRecycle [see Public Resources Code (PRC) section 42652.5(c)].

A jurisdiction may submit a notification of intent to comply if it is facing continuing violations of the Short-lived Climate Pollutants: Organic Waste Reductions requirements in Title 14 California Code of Regulations (14 CCR). The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, shall be sent to CalRecycle no later than **March 1, 2022**, to NOIC@CalRecycle.ca.gov.

A jurisdiction shall, at minimum, include the following in its notification:

1. A description, with specificity, of the continuing violations.
2. A detailed explanation of the reasons, supported by documentation, why the local jurisdiction is unable to comply.
3. A description of the impacts of the COVID-19 pandemic on compliance.
4. A description of the proposed actions the local jurisdiction will take to remedy the violations within the timelines established in 14 CCR section 18996.2 with a proposed schedule for doing so. The proposed actions shall be tailored to remedy the violations in a timely manner.

Upon approval by CalRecycle of a jurisdiction's notification and implementation of the intent to comply, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to PRC section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.
 - a. CalRecycle may address through a corrective action plan any violations disclosed in a jurisdiction's notification that will take more than 180 days to correct. In this situation, the proposed actions and schedule in the jurisdiction's approved notification will be in effect until a corrective action plan is issued.

CalRecycle will respond in writing to a jurisdiction within 45 business days of receiving its notification with an approval, disapproval, request for additional information, or timeline for a decision on approval or disapproval. CalRecycle will include details about why a jurisdiction did not meet the requirements for a Notification of Intent to Comply when disapproving the jurisdiction's notification.

Please <u>clearly print or type</u> responses. Attach additional pages as necessary.	
Jurisdiction Name: City of Lemon Grove	County: San Diego
Person Completing the Form: Christian Olivas	
First Name: Christian	Last Name: Olivas
Title: Management Analyst	
Mailing Address: 3232 Main Street	
City: Lemon Grove	Zip Code: 91945-1705
Email Address: colivas@lemongrove.ca.gov	
Phone Number: (619) 825-3813	
<p>1. Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.</p> <p>Example:</p> <p><input checked="" type="checkbox"/> (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services</p> <p style="padding-left: 40px;">i. <i>Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents</i></p> <p style="padding-left: 40px;">ii. <i>Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.</i></p> <p>Disclaimer: The list of possible continuing violations below is not inclusive of all potential violations of the regulations.</p> <p><i>(A) 14 CCR section 18984 Combined Organic Waste Collection Services. This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.</i></p> <p><input type="checkbox"/> (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services</p> <p><input type="checkbox"/> (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services</p> <p><input type="checkbox"/> (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services</p> <p><input type="checkbox"/> (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services</p> <p><input type="checkbox"/> (F) 14 CCR section 18984.5 Container Contamination Minimization</p> <p><input type="checkbox"/> (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization</p> <p><input type="checkbox"/> (H) 14 CCR section 18984.7 Container Color Requirements</p> <p><input type="checkbox"/> (I) 14 CCR section 18984.8 Container Labeling Requirements</p> <p><input type="checkbox"/> (J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction</p> <p><input type="checkbox"/> (K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.</p> <p><input checked="" type="checkbox"/> (L) 14 CCR section 18985.2. Edible Food Recovery Education and Outreach</p> <p><input type="checkbox"/> (M) 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements</p> <p><input type="checkbox"/> (N) 14 CCR section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers</p> <p><input type="checkbox"/> (O) 14 CCR section 18988.3. Self-haulers of Organic Waste</p> <p><input type="checkbox"/> (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program</p> <p><input type="checkbox"/> (Q) 14 CCR section 18989.1. CALGreen Building Codes</p> <p><input type="checkbox"/> (R) 14 CCR section 18989.2 Model Water Efficient Landscape Ordinance</p>	

- (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- (T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program
- (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
- (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
- (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
- (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
- (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement
- (AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting**
Note: This requirement is not included since jurisdictions are still expected to report to CalRecycle.
- (BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements
Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be completing this action due to the requirements of PRC Chapter 12.9 (commencing with Section 42649.8)
- (CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements
- (DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations
Note: This requirement is not included since jurisdictions are still expected to investigate complaints.
- (EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction

Use the check box(es) below to write in the continuing violations for any regulatory section(s) not reflected above and describe the specific violations related to the regulatory section.

Example:

(1) (Type regulatory section number) (Type regulatory section title)

i. Describe the specific violations related to the regulatory section

(1)

(2)

(3)

(4)

(5)

<p>2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.</p> <p>As a small city with limited financial and staff resources, the City of Lemon Grove faces an even greater challenge in implementing the requirements of SB 1383 under the timeline provided. The City has continued to conduct capacity planning, while collaborating with the our waste hauler, EDCO Disposal, however without a funding mechanism for this mandate, it has been difficult to comply given the COVID-19 pandemic, the current staff levels, and the financial pressure it places on the City and the local businesses, especially small, minority owned businesses.</p>
<p>3. A description of the impacts of the COVID-19 pandemic on compliance.</p> <p>As a result of the COVID-19 pandemic, the City was forced to shift its financial and staff resources to protect public health and safety. The City has been on the front lines ensuring that our residents are safe and critical city operations remain operational. Additional time will allow the City to provide critical city operations, while implementing all aspects of SB 1383 in a more realistic and reasonable manner.</p>
<p>4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below.</p> <p>With additional time, flexibility, and funding, the City will be able to implement all aspects of SB 1383. Specifically, the City will establish an edible food recovery program that will include identifying and classifying generators as Tier 1 or Tier. Second, staff will conduct inspections of edible food generators and ensure compliance with the City's enforceable organics ordinance. Third, the City will conduct education and outreach regarding organic waste and edible food recovery. Lastly, the City will ensure its procurement target is met by purchasing a certain quantity of recovered organic waste products like compost, mulch, renewable natural gas, and recycled-content paper and paper products.</p>

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.



	Lydia Romero	City Manager	February 15, 2022
Signature	Printed Name	Title	Date

Description of the proposed actions with proposed schedules the jurisdiction will take to remedy the violations. The proposed actions shall be failed to remedy the violations in a timely manner.

Regulatory Requirement and Description: 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program

Action	Proposed Schedule
TASK 1: Assess capacity of existing edible food recovery.	Date to be completed: 6/31/2022
TASK 2: Establish an edible food recovery program, if necessary, expand infrastructure.	Date to be completed: 6/31/2022
TASK 3: Identify and classify commercial edible food generators as Tier I or Tier II generators.	Date to be completed: 9/30/2022

Regulatory Requirement and Description: 14 CCR section 18985.2. Edible Food Recovery Education and Outreach

Action	Proposed Schedule
TASK 1: Conduct education and outreach regarding organic waste.	Date to be completed: 9/31/2022
TASK 2: Conduct education and outreach regarding edible food recovery.	Date to be completed: 9/31/2022

Regulatory Requirement and Description: 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target

Action	Proposed Schedule
TASK 1: Ensure the City's procurement target is met by purchasing a certain quantity of recovered organic waste products like compost, mulch, renewable natural gas.	Date to be completed: 12/31/2022

Regulatory Requirement and Description: 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements



Action	Proposed Schedule
TASK 1: Ensure the City's procurement target is met by purchasing a certain quantity of recycled-content paper and paper products.	Date to be completed: 12/31/2022

Regulatory Requirement and Description: 14 CCR section 18992.2. 14 CCR section 18995.4. Enforcement by a Jurisdiction

Action	Proposed Schedule
TASK 1: Conduct inspections of Tier I and Tier II commercial edible food generators and food recovery organizations.	Date to be completed: 12/31/2022
TASK 2: Ensure compliance through the City's enforceable organics ordinance.	Date to be completed: 12/31/2022



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2.
Meeting Date: February 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager, lromero@lemongrove.ca.gov
Item Title: **Lease Agreement with the Urban League of San Diego County**

Recommended Action: Adopt a resolution (**Attachment A**) approving the lease agreement with the Urban League of San Diego County.

Background: In line with the City Council FY 21-22 priorities to expand partnership with local community groups and to expand additional youth offerings, staff has worked with the Urban League of San Diego County to bring their programs free of charge to the Lemon Grove residents in exchange for use of the Community Center, Recreation Center and future office space at the Senior Center.

Discussion: To increase community programs for both youth and residents, a partnership has been established with the Urban League of San Diego County to bring their numerous programs to Lemon Grove. In return, the City will enter into a no cost lease agreement for the use of the Community Center and the Recreation Center, when scheduling permits. Programs such as Project Ready, Vaccination Outreach and Young Professionals/Guild meetings.

The proposed no cost lease is for an initial term of one year, to pilot the partnership for both the Urban League and City. Prior to any lease renewal, the City Council will review the benefits of this partnership. The no rent lease requires the City to be responsible for utilities and janitorial services during the pilot year.

Staff recommends that the City Council approve the lease agreement with the Urban League of San Diego County for use of the Community Center and Recreation Center.

Environmental Review:

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

Fiscal Impact: Minor impacts that can be absorbed in the current budget.

Public Notification: None

Staff Recommendation: Adopt a resolution (Attachment A) approving the lease agreement with the Urban League of San Diego County.

Attachments:

- Attachment A** – Resolution
- Attachment B** – Draft Lease Agreement
- Attachment C** – Urban League of San Diego County Brochure

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE
APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF LEMON
GROVE AND THE URBAN LEAGUE OF SAN DIEGO COUNTY FOR THE USE
OF THE COMMUNITY CENTER AND RECREATION CENTER**

WHEREAS, the Lemon Grove City Council has prioritized community partnerships and expanding programs for youth and residents; and

WHEREAS, the Urban League of San Diego County has been working to improve lives for African Americans and underserved people since 1953; and

WHEREAS, the City of Lemon Grove and the Urban League of San Diego County desires to create a partnership to bring programs and services to Lemon Grove youth and residents in exchange for a no cost lease to use the Community Center located at 3146 School Lane and the Recreation Center located at 3131 School Lane.

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

1. Approves the lease agreement with the Urban League of San Diego County the use of Community Center located at 3146 School Lane and the Recreation Center located at 3131 School Lane; and
2. Authorizes the City Manager or her designee to execute and manage all lease related documentation.

PASSED AND ADOPTED on February 15, 2022, 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, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

**LEASE AGREEMENT BETWEEN
THE CITY OF LEMON GROVE AND URBAN LEAGUE OF SAN DIEGO COUNTY
FOR PARTIAL USE OF LEMON GROVE RECREATION CENTER AND LEMON GROVE
COMMUNITY CENTER**

1. Basic Provisions.

1.1 Parties: This Lease Agreement ("Lease") is made by and between the City of Lemon Grove ("Lessor") and Urban League of San Diego County ("Lessee"), (collectively, the "Parties", or individually, "Party").

1.1.1 Premises: Lemon Grove Recreation Center and Community Center

1.2 Term: Commencing on February 1, 2022, the term of the Lease shall be for a year, as mutually agreed to by both parties. There shall be no holdover tenancy and any changes shall be subject to a written approval by both parties.

1.3 Base Rent: There is no cost to the Lessee. If that changes at any time in the future, both parties will mutually agree to establish a cost per month ("Base Rent"), payable on the 1st day of each proceeding month. Any payments not received by the 10th day of each month will incur a 10 percent late fee penalty.

1.3.1 If a Base Rent is established, an initial deposit will also be mutually agreed upon with the deposit due the next first day of the month-to-month lease.

1.3.2 Annual Rent Increase: Once established, the annual base rent may increase on July 1st each year based on the increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the San Diego Area or 2.5 percent, whichever percent is greater at the discretion of the City Manager. The Lessor has the option to defer any annual rent increase each fiscal year.

1.4 Utilities and Premises Maintenance Costs. San Diego Gas & Electric, Helix Water District, telephone, internet and EDCO solid waste costs will be paid for by the Lessor.

1.4.1 If a Base Rent is established, each July 1st, costs for utilities and maintenance will be evaluated by the Lessor to determine if a future cost sharing agreement is necessary.

1.5. Agreed Use: Lessee intends to use the Premises to operate as a satellite location to coordinate various programs offered by Urban League of San Diego to Lemon Grove residents.

The programs to be offered are Project Ready, Vaccination Outreach, Young Professionals/Guild meetings and onsite Urban League presence at the Senior Center as needed.

2. Premises.

- 2.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term of the lease, and upon all of the terms, covenants and conditions set forth in this Lease.
- 2.2 Lessee shall not assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Lessee and its employees.
- 2.3 Lessor shall deliver the Premises to Lessee a space that is clean and free of debris on the Start Date and warrants that the existing electrical, plumbing, and lighting, shall be in good operating condition on said date. If a noncompliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such noncompliance, malfunction or failure, rectify same at Lessor's expense.
- 2.4 Lessee shall be entitled to use any publicly available parking space in the Lemon Grove Recreation Center Parking lot or on a public street. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pickup trucks, herein called "Permitted Size Vehicles."
- 2.4.1 Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
- 2.4.2 Lessee shall not service or store any vehicles in the parking spaces.

3. Possession.

- 3.1 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence of insurance, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession-pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Term shall commence, but Lessor may elect to withhold possession until such conditions are satisfied, in Lessor's sole discretion.

4. Agreed Use.

The Premises shall be used and occupied only for said Agreed Use as defined in Paragraph 1.5 of this Lease. Furthermore, the premises will remain clean and trash free at the conclusion of each use by the Lessee.

5. Insurance Risks/Security

6.1 Indemnity. Lessee shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Lessee or its employees, agents, or others in connection with its use and occupation of the Premises under this Agreement, except only for those claims arising from the negligence or willful misconduct of the City, its officers, agents, or employees. Lessee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same to proceed to judgment or not. Lessee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Lessor shall hold Lessee harmless from claims arising from Lessor's sole active negligence or sole willful misconduct or that of its officers, agents or employees.

6.2 Insurance.

6.2.1 Lessee shall, throughout the duration of this Agreement, maintain comprehensive general liability or commercial general liability insurance and property damage insurance covering all operations and activities of Lessee, its agents and employees, performed in connection with this Agreement including but not limited to, its personal property, the interior improvements of the PREMISES and automobile coverage. Lessee shall obtain and maintain fire, extended coverage, and vandalism insurance policy(s) on all insurable property on the PREMISES, including the PREMISES.

6.2.2 Lessee shall maintain the following minimum limits:

<u>General Liability</u>	
Combined Single Limit	
Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

6.2.3 All insurance companies affording coverage to the Lessee shall be required to add the City of Lemon Grove as an "additional insured" under the insurance policy(s) required in accordance with this Agreement.

6.2.4 All insurance companies affording coverage to the Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California.

6.2.5 Lessee shall provide a thirty (30) day written notice to the City of Lemon Grove should any insurance policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in any policy prior to the expiration shall be considered a cancellation. Cancellation of any coverage required by the terms hereof shall be grounds

for termination of this Lease pursuant to the provisions of section 6.2.9 hereof.

- 6.2.6 Lessee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, and endorsements thereon, in a form satisfactory to the City Attorney concurrently with the submittal of this Agreement.
- 6.2.7 Lessee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Lessee to provide such a substitution and extend the policy expiration date shall be considered a default by Lessee and subject the Lessee to a termination of this Agreement.
- 6.2.8 Maintenance of insurance by the Lessee as specified in this Agreement shall in no way be interpreted as relieving the Lessee of any responsibility whatever and the Lessee may carry, at its own expense, such additional insurance as it deems necessary.
- 6.2.9 If Lessee fails or refuses to procure and maintain the required insurance, or fails to provide the proof of coverage, Lessor, has the right but not the obligation, to obtain the insurance. Lessee shall reimburse Lessor for the premiums paid with interest at the maximum allowable legal rate then in effect in California. Lessor shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by Lessee on the first (1st) day of the month following the notice of Payment by the Lessor. Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Lessee to procure or maintain insurance as required in this Agreement, or failure to provide proof of Insurance, shall be deemed a default under this Agreement.
- 6.2.10 Lessee may choose to satisfy the insurance obligations identified in this Lease through a self-insurance program or a self-insurance joint powers agency or agreement.

7 Attorney's Fees.

If any Party brings an action or proceeding involving the Premises whether founded in tort, contract, or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

8 Dispute Resolution.

8.1 Mediation: Lessor, Lessee, and Broker(s) agree to mediate any dispute or claim arising between them out of this agreement or any resulting transaction, before resorting to arbitration or court action. Paragraphs (2) and (3) below apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover any attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision is initiated.

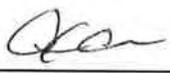
8.2 Arbitration Disputes: (1) Lessee and Lessor agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through meditation, shall be decided by neutral, binding arbitration, including and subject to paragraphs (2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration conducted in accordance with Part III; Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05. (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death or any right of action to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions. (3) Brokers: Lessor and Lessee agree to mediate and arbitrate disputes or claims involving either or both brokers, provided either or both brokers have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to brokers. Any election by either or both brokers to participate in mediation or arbitration shall not result in brokers being deemed parties to the agreement.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF CALIFORNIA CODE OF CIVIL

PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initials: Lessor: _____

Lessee:  _____

9 Premises Condition.

Lessor, at the Lessor's sole cost and expense, shall provide the building in AS-IS condition.

10 Scheduling.

The Lessor has all priority rights to use the Premises and will make reasonable accommodations if a scheduling conflict occurs.

11 Use of City Equipment.

The following City owned items may be used by the Lessee during the schedule hours of occupation:

11.1 Office furnishings, table and chairs

11.2 Shared areas that include restrooms and kitchen/break area.

12 Capital Improvements.

During the entire duration of this agreement, the Lessor will be responsible for major capital improvement replacement and major maintenance activities. If specific actions that cause the required improvements are directly associated with negligent acts of the Lessee, the Lessee will then be responsible for the cost to repair and/or replace the capital projects.

13 Termination.

Either party may terminate this lease upon thirty (30) days written notice to the other party pursuant to Section 14 below.

13.1 After a termination request has been received, a site walk will be performed by both Parties to determine if the facility is in the same condition as it was in the initial occupation.

13.2 Any costs to repair or replace the facility not attributed to Lessor in section 12, will be paid for by the Lessee through the deposit. Any costs that exceed the deposit shall be paid by Lessee.

13.3 If costs of repair are less than the amount of the deposit, the remainder shall be returned to Lessee within 30 days of the final repair invoice payment by Lessor. Should there not be any repair or replacement costs, the full deposit will be returned to the Lessee within thirty (30) days of the final date of occupation.

14 Notices.

All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease or under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure and Section 1946 of the California Civil Code, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Lessee or Lessor at the addresses respectively specified below or to such other place as Lessee or Lessor may from time to time designate by a written notice to the other; or, in the case of Lessee, delivered to Lessee at the Premises or at any place where Lessee or any agent or employee of Lessee may be found if sent subsequent to Lessee's vacating, deserting, abandoning or surrendering of the Premises. Lessee hereby agrees that service of notice in accordance with the terms of this Lease shall be in lieu of the methods of service specified in Section 1162 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this Lease.

The contact information for Lessor is: City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945
Attention: Lydia Romero, City Manager
Email: lromero@lemongrove.ca.gov
Phone: 619-825-3801

The contact information for Lessee is: Urban League of San Diego
4305 University Ave, Suite 360
San Diego, CA 92108
Attention: Al Abdallah, Chief Operating Officer
Email: al@sdul.org
Phone: 619-266-6244

Waiver of Relocation Benefits.

Lessee understands it may be entitled to relocation benefits pursuant to Government Code section 7260 et seq. In consideration for the terms of this Lease, Lessee knowingly waives any right to said relocation benefits pursuant to Civil Code section 3513.

SIGNATURES FOLLOW

The Agreement has been executed by the Parties as of the dates set forth below:

Signature: _____

Signature:  _____

By Lessor: City of Lemon Grove

By Lessee: Urban League of San Diego County

Printed Name: Lydia Romero

Title: City Manager

Signature Date: _____

Printed Name: Al Abdallah

Title: Chief Operating Officer

Signatures Date: 2/2/22

MISSION

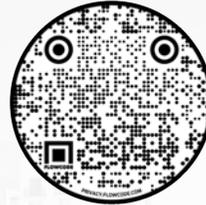
To assist African Americans and other underserved people in the San Diego County in achieving social and economic equality. We aim to provide advocacy, bridge building programs, services, and research.

VISION

To be a catalyst for change in the San Diego County and in the State of California. We aim to be a consistent model of integrity and excellence for any community based organization.

VALUES

We incorporate our values of integrity, innovation, impact, passion, commitment, and empowerment. Prioritizing excellence in every area of service we provide.



point your camera here!

WEBSITE
sdul.org



VISIT US

4305 University Ave Ste 360
San Diego CA
92105



TALK TO US

T: (619)266-6237
F: (619)263-3660
kea@sdul.org



Urban League OF SAN DIEGO COUNTY



*EMPOWERING
COMMUNITIES*

*CHANGING
LIVES*

AREAS OF SERVICE :

Education and Youth Development

Our tutoring, college preparation and leadership development programs help young people to excel academically, avoid at-risk behavior, and become engaged community members.

Workforce & Family Economic Planning

To empower people in becoming economically self-sufficient, we provide training, job placement, homeownership, entrepreneurship and wealth accumulation programs.

Health & Quality of Life

In order to build safe and healthy communities we provide prevention, healthy eating, and fitness programs. We also work towards complete and affordable healthcare.

Civic Engagement & Advocacy

Through advocacy, outreach, community organizing, research, policy analysis, issue campaigns and publications, we elevate the issues in our community

COMMUNITY IMPACT:

5389 individuals served in the San Diego County



Urban League's Women's Re-Entry Program services formerly incarcerated women, helping them secure housing, health, and employment.



Our Project Ready San Diego is a college and career readiness program that builds bridges between the academic institutions and the community. We promote academic excellence while preparing leaders of the future.

PROGRAMS & INITIATIVES:

Attachment C

Events

Golden Pyramid Scholars Program
Small Business Forum
Diversity Summit & Awards Celebration

Initiatives

- Project Ready: College & Career Readiness
- Ignite Your Future: Integrated Services
- Women's Re-entry
- Veterans Transition & Support
- Comprehensive Housing and Financial Capabilities Education
- Elder Multi-Cultural Access and Support Services (EMASS)

Monthly Volunteer Groups

- Program Volunteers
- Guild
- Young Professionals
- Education & Youth
- Development Advisory Board
- Board of Directors



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.
Meeting Date: February 15, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Mike James, Assistant City Manager/ Public Works Director,
mjames@lemongrove.ca.gov
Item Title: **Approve the Application(s) for the Local Assistance Specified Grant**

Recommended Action: Adopt a resolution (**Attachment A**) approving the application(s) for the Local Assistance Specified Grant from the California Department of Parks and Recreation, Office of Grants and Local Services.

Summary: In April 2021, the City requested one-time, restricted use funds from the State of California (State) through Assembly Member Dr. Weber's office (**Attachment C**). Based on the City Council capital improvement program discussion that was held earlier in 2021 as part of the annual budget process, staff applied for \$400,000 in State grant funding to purchase and install new park restrooms at Lemon Grove and Berry Street Parks. Subsequent to the application, the City was notified that its request was approved and it should proceed with the steps necessary to complete the restroom project. The first step of that process is for the City Council to adopt a resolution (**Attachment A**) approving the application(s) for the Local Assistance Specified Grant.

Background: The Local Assistance Specified Grant (Grant) originated from a line item in the State of California Budget for Fiscal Year 2021-2022. The California Department of Parks and Recreation, Office of Grants and Local Services (OGALS) serves as the Grant administrator and primary point of contact for the City. In October 2021, Assembly Member Dr. Weber's office notified City staff that its request for \$400,000 in grant funding under this program was approved and should await for further instruction from the State.

Discussion: On February 9, 2022, City staff met with the Project Officer from OGALS to review the procedural guide and highlight key action items that will be important to submit an application(s), monitor and report on grant activities, and complete the grant program with a final inspection and report.

The first step in the grant process is to submit a formatted resolution (**Attachment A**) approved by the City Council to OGALS. This step will officially encumber the funds in the State's budget. Next, the City will receive a contract from the State that must be signed by the authorized representative and returned. Once counter signed, a copy will be provided to the City and it may move forward to the final step. The City must prepare an application for each project location. Since there are two restrooms, one at Berry Street Park and the other at Lemon Grove Park, staff will prepare two applications and submit them to the State. After project application approval, the City may move forward with the capital outlay procurement and construction process. It is important to note that the Grant does not fund maintenance and repair but only funds capital outlay items. A definition and example of capital outlay items, maintenance and repairs are listed below:

Definition

- Capital outlay – building something new, or in regards to existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples

- Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.
- Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.
- Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Assuming the applications are submitted and approved by the State by March 2022, the City will have until December 31, 2023 to complete the projects and March 31, 2024 to submit the project completion packets. By meeting the March 2024 deadline, the State will inspect the project and make final reimbursement payment by June 30, 2024.

Lastly, staff wants to highlight other key information topics from the procedural guide:

- A separate application is needed for each location.

- The project should include accessibility to the bathrooms.
- Ineligible grant costs include: all non-capital costs that includes recreational programming and indirect costs such as overhead for operating costs (e.g. utilities).
- Any grant funds not expended by the City will revert to the State.
- The State retains the option to either cancel this contract with no liability occurring to the State, or offer a contract amendment to the City to reflect the reduced grant amount.
- The City will retain financial accounts, documents and records for five years following project termination or final payment, during which time a State audit may be performed.
- OGALS requires the City to submit progress reports every six months.
- 20% of the grant award (or \$80,000) will be retained by the State until the final inspection and report are submitted.
- There are no deed restrictions with this grant program and no required signage to be posted at the project site.

Environmental Review:

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

Fiscal Impact: The City will receive \$400,000 in grant funds that will be programmed in the City’s Capital Improvement Program for bathrooms at Berry Street and Lemon Grove Parks’ restrooms.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving the application(s) for the Local Assistance Specified Grant from the California Department of Parks and Recreation, Office of Grants and Local Services.

Attachments:

- Attachment A** – Resolution
- Attachment B** – Procedural Guide for Local Assistance Specified Grant
- Attachment C** – Staff Report September 7, 2021 – State Budget Allocation

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING THE APPLICATION(S) FOR SPECIFIED GRANT
FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Lemon Grove, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED on February 15, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____ passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

2021-22
Procedural Guide for
City of Lemon Grove
Local Assistance Specified Grant
January 25, 2022



State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to your
Administrative Project Officer listed at: www.parks.ca.gov/grants/contacts

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

www.parks.ca.gov/grants

**2021-2022 California State Budget, SB 129, Chapter 69, Statutes of 2021, as
amended by SB 170, Chapter 240, Statutes of 2021**
Section 174, Item #:

Revised: (53) \$400,000 to the City of Lemon Grove for Berry Street and Lemon Grove Park restrooms.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Office of Community Engagement Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer leadership through quality customer services.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- ❖ A leader among park and recreation professionals.
- ❖ Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- ❖ Honest, knowledgeable, and experienced grant administration facilitators.
- ❖ Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- ❖ Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- ❖ Committed to providing quality customer service in every interaction and transaction.
- ❖ Responsive to the needs of applicants, GRANTEES, nonprofit organizations, local governments, legislative members, and department employees.

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 Words and terms shown in **SMALL CAPS** in this procedural guide are defined beginning on page 41.

I. Introduction

This specified grant originated from a line item in the State of California Budget for fiscal year 2021-22. A resolution is required before a CONTRACT will be issued, and an approved APPLICATION PACKET is required before GRANT payments can be approved. The GRANT PERFORMANCE PERIOD is July 1, 2021 – June 30, 2024.

1. Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
2. Costs incurred after the APPROPRIATION DATE but before OGALS approves the APPLICATION PACKET are eligible if they are consistent with the GRANT SCOPE approved by OGALS and are ELIGIBLE COSTS.

II. Grant Process

Grant Process Key Dates

- Grant Performance Period: July 1, 2021 – June 30, 2024
- Resolution: Submit by December 31, 2021
- Contract: Sign and return by January 31, 2022
- Projects Complete by December 31, 2023
- Project Completion Packets: Submit by: March 31, 2024

Grant Process Detail

1. **Resolution:** APPLICANT sends resolution to OGALS by December 31, 2021 to allow approval within the CONTRACT ENCUMBRANCE PERIOD, which ends June 30, 2022.
2. **CONTRACT:** OGALS sends CONTRACT to APPLICANT. APPLICANT becomes GRANTEE when CONTRACT is fully executed during CONTRACT ENCUMBRANCE PERIOD.
 - a. The CONTRACT section includes a sample contract and the contract provisions.
 - b. The APPLICANT must return the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than January 31, 2022. The APPLICANT becomes a GRANTEE when the CONTRACT is signed by OGALS.
 - c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.

After each PROJECT is approved by OGALS, OGALS will send a Status Report to the GRANTEE approximately every six months until OGALS receives a PROJECT

COMPLETION PACKET. The GRANTEE must return the Status Report within thirty (30) days from receipt. Payment requests will not be processed if Status Reports are overdue.

4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. OGALS recommends that GRANTEE provide all PROJECT COMPLETION PACKET(S) no later than **March 31, 2024**. The grant payments section provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS. GRANT funds may only be expended on ELIGIBLE COSTS incurred within the GRANT PERFORMANCE PERIOD.
 - b. The GRANTEE completes PROJECT SCOPE(s) and sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, 2024.
 - c. The State of California receives a high volume of payment requests at the end of the fiscal year. If the PROJECT COMPLETION PACKET is received after March 31, 2024, OGALS cannot guarantee final payment by the State Controller's Office. If the State Controller's Office is unable to process the payment before the end of the GRANT PERFORMANCE PERIOD, the unpaid balance of grant funds will revert to the Legislature.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS when conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment. The Accounting and Audit Section provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the CONTRACT and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is how the GRANTEE'S Governing Body agrees to the terms of the CONTRACT; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the CONTRACT.
2. It designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the CONTRACT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution No: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council, Board of Supervisors) OF _____ (City, County, or District) APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the [grantee name], setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the _____ (grantee's governing body) hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the _____ (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (grantee's governing body) following a roll call vote:

Ayes:
Noes:
Absent:

(Clerk)

III. APPLICATION SECTION

- GRANTEE may submit multiple APPLICATION PACKETS to OGALS.
- Provide the APPLICATION PACKET items in the order shown in the following checklist.
- Please number the pages.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.
- If an application item is incomplete send a draft with a timeline for completion.

Application packet checklist and directions

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 8		Pg. ____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Project Scope/Cost Estimate, or Digital file name: scope.pdf	Pg. 13	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 14		
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 15	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 19	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. ____

Site Plan

- Provide a drawing showing where each feature and support amenity listed in the PROJECT SCOPE/Cost Estimate Form will be located.
- Include the function and approximate square footage of each room within buildings that are part of the PROJECT SCOPE, and the approximate total square footage of the buildings.

Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide a copy of the

- Deed or deed recordation number
- Title report
- Tract map (if owner's name provided)

If the property is not owned in fee simple, provide the lease, easement, joint powers agreement, etc.

Sub-leases or Agreements

- Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance, *or*
- If this requirement is not applicable, state, "This item is not applicable because there are no subleases or other agreements."

California Environmental Quality Act (CEQA)

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

- If CEQA *is* complete: provide the CEQA Compliance Certification Form and its required attachment, filed and stamped by the County Recorder.
- If CEQA is *not* complete: provide a timeline for completion and state "completing CEQA is a Project Scope Item."

PROJECT Location Map

- Provide a map showing highway and street access to the PROJECT site.

Additional Non-Profit Requirements

Fidelity Bond (For Non-profit grantees only)

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS. The premium for a Fidelity Bond is an eligible cost.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third-Party Loss Payee, i.e., the same as a mortgage company on a home loan. OGALS address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be at least equal to the GRANT amount. Fidelity Bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. There are [Fidelity Bond frequently asked questions](#) available on the OGALS web site.

Competitive Solicitation Process (For non-profit grantees only)

Non-profit GRANTEES must attempt to obtain bids before awarding a contract on a GRANT-funded PROJECT for services (greater than \$5,000), and for construction work (greater than \$25,000), thus ensuring state funds are spent responsibly.

1. Non-profit GRANTEE attempts to obtain three bids for services (greater than \$5,000) and for construction work (greater than \$25,000).
2. To ensure that bidders understand the required PROJECT elements, the non-profit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" factors, and the required PROJECT elements based on the Project Scope/Cost Estimate Form, and concept level site plan.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

The non-profit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the "best value" and will meet PROJECT requirements. "Best value" should be determined by price, quality of materials, equipment, and workmanship. The evaluation process must ensure no conflict of interest between the contractor and the non-profit GRANTEE's Board of Directors. The non-profit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision should be recorded in writing.

4. The Board of Directors selects a contractor and awards a contract.
5. For audit purposes, the GRANTEE keeps records of Steps 1 – 4 above.

Competitive Solicitation Requirement

The non-profit GRANTEE may request a waiver of the competitive solicitation process requirement. To request a waiver, the GRANTEE must send a written request to the PROJECT OFFICER assigned to the GRANT PROJECT and explain why a waiver is required.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

City of Lemon Grove

Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (<i>typed or printed</i>) and Title Email address Phone	
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)	
Name (<i>typed or printed</i>) and Title Email address Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name _____	
Title _____	

Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Project scope (Describe the project in 30 words or less):

Project Scope Items - all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.
Total estimated cost for construction:			\$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA).			\$
Total GRANT amount:			\$
The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.			
AUTHORIZED REPRESENTATIVE Signature			Date
Print Name and Title			

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the recreation features and support amenities listed on this form must be completed and open to the public before the final PROJECT payment is processed as specified in the Final Payments section of this guide.



State of California – The Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
Funding Sources

Grantee Name: _____

Project Name: _____

PROJECTS funded by the program are not complete until all PROJECT SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these GRANT funds will contribute to is \$ _____

Anticipated completion date: _____

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2021-22 Budget Act	July 1, 2021	\$

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, and any accompanying documents, for the above-mentioned grant is true and correct to the best of my knowledge.

 AUTHORIZED REPRESENTATIVE Signature Date

 Print Name and Title

NOTE: Submit a revised Funding Sources Form should funding sources be modified.

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
4. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or in regards to existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual hours worked on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's actual hours worked on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.

Acquisition Projects and Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).¹
5. GRANTEE must provide Title Insurance.

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (**ENTER TOTAL ACREAGE** to be acquired) for the development of [**NAME**] Park by (**ENTER DATE** no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements
7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide: A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

¹ Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on dd/mm/20yy"

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

IV. CONTRACT SECTION

The following section contains a sample CONTRACT, CONTRACT provisions, and a sample status report form.

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**Grant Contract
Specified Grants**

GRANTEE: **Grantee**

GRANT PERFORMANCE PERIOD is from July 1, 2021 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2021 through June 30, 2024

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the PROJECT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$ **Grant amount**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

GRANTEE _____

By _____
(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA	OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [Name of grantee] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$[grant amount], subject to the terms and conditions of this AGREEMENT and the [2021/22 California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx] (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2021 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this CONTRACT is in effect.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term "GRANT PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term "PROJECT SCOPE" means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "2021-22 Procedural Guide for [Grantee] Specified Grant." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest-bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the

GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract, and shall provide copies of all such records to STATE in its certified status reports

upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration and in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Status Report

To monitor progress, every six months OGALS will send Status Reports to GRANTEE to complete for each PROJECT. GRANTEE must return Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if Status Reports are overdue. See the sample Status Report below, which is subject to change.

Status Report

Grantee:

Project Number:

Project Name:

Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):

If a portion of the advanced funds have not been spent, and more than six months have passed since the Grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by the grant since the last Status Report [DATE]:
(Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc.):

1) _____

Acquisition and/or Construction -- and Provide photos showing work completed since [DATE]

2) _____

Potential Obstacles Affecting Completion

3) _____

4) Total Funds Spent To Date Using This Grant \$ _____

5) Percentage of Project Complete: _____

6) Estimated Date of Project Completion: _____

7) On Time: Yes / No If not, explain:

8) Within Budget: Yes / No If not, explain:

9) Within Scope: Yes / No If not, explain:

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*

Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

V. GRANT Payment Section

There are three types of payments:

- Pre-construction and Construction Reimbursement payments
- ADVANCE payments for construction and ACQUISITION ADVANCES into escrow
- Final payments

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately eight weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests that do not meet the requirements described in this GRANT ADMINISTRATION GUIDE.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- Breach of any other contract with OGALS
- An unresolved audit exception
- An outstanding conversion
- Park sites closed or inadequately maintained
- Overdue Project Status Reports
- Other unmet grant requirements

Payment Rules

- GRANT payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final payment as a REIMBURSEMENT.
- The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.
- Complete CEQA prior to requesting any construction reimbursement.
- Provide a sample timesheet to the PROJECT OFFICER prior to incurring any IN-HOUSE EMPLOYEE SERVICES costs, AND if claiming such costs, provide a sample timesheet with each reimbursement payment request.
- Provide (1) a list of the bidders; (2) the recommendation and/or notice of award made by the governing board; and (3) the resulting signed contract agreement to the PROJECT OFFICER PRIOR to requesting reimbursement for costs on contracts requiring a competitive solicitation or bidding process.
- Provide construction progress photos with all construction payment requests.

PRE-CONSTRUCTION REIMBURSEMENT

Payment Type	When to Request	Document to Send to PROJECT OFFICER
PRE-CONSTRUCTION REIMBURSEMENT(s)	After the CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"> • Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable

CONSTRUCTION REIMBURSEMENT

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
REIMBURSEMENT of up to 80% of PROJECT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"> • Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable • Construction progress photos • If payment request includes reimbursement to contractor/service providers, Competitive Solicitation documentation

ADVANCE Payments

ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months. ADVANCE funds, and any interest earned on those funds, must be spent within six months of receipt, or returned to OGALS. ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments to be a privilege and reserves the right to disapprove ADVANCE payments.

There are two types of ADVANCE payments: PRE-CONSTRUCTION ADVANCE and CONSTRUCTION ADVANCE:

PRE-CONSTRUCTION ADVANCE

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
PRE-CONSTRUCTION ADVANCE(s)	After the GRANT CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below)

CONSTRUCTION ADVANCE

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) up to 50% of PROJECT amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES labor schedule.

Advance Justification

An ADVANCE justification is required for an ADVANCE. It must provide the following information:

- Why an ADVANCE is needed instead of a reimbursement.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE or name of contractor).
- A funding plan, indicating how the GRANTEE intends to fund the percentage of the PROJECT exceeding the 50% advance limit.
- A statement indicating the GRANTEE will put the funds into a separate, interest bearing account.

OGALS may not approve the total amount of the requested ADVANCE payment if the requested funds will not be spent within six months from the date that the payment request is submitted by the GRANTEE.

Clearing the Advance

ADVANCES must be cleared with six months of receipt. An ADVANCE is cleared by submitting:

1. A Grant Expenditure Form documenting expenditures on eligible costs equal to the ADVANCE amount plus any earned interest.
2. Photos of any construction completed with the ADVANCE funds (for construction ADVANCES).

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount.	After the contract is encumbered and escrow is open	See following instructions <ol style="list-style-type: none"> 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence.
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person.

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds or Interest

The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

If interest was earned on the ADVANCED funds, interest must be spent on ELIGIBLE COSTS, and the unspent GRANT funds returned to OGALS.

Subsequent Payments

Any outstanding ADVANCE payments must be cleared before *any* additional reimbursements or ADVANCE payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment.

The following items are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE explaining why the waiver is needed.
2. The majority of ADVANCED funds has been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Final Payments / PROJECT COMPLETION PACKETS

OGALS recommends all PROJECT COMPLETION PACKETS be submitted by March 31, 2024.

The final payment (20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

PROJECT COMPLETION PACKET

To request final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (pg. 35)
2. Grant Expenditure Form (pg. 37)
3. Final Funding Sources Form (pg. 14)
4. Project Completion Certification Form (pg. 38)
5. Completed CEQA, if not already provided (pg. 15)
6. Notice of Completion (optional)²
7. Audit Checklist with items marked that the GRANTEE will retain for five years following receipt of final payment (pg. 40)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

² OGALS recommends that the GRANTEE file a "Notice of Completion" with the County Recorder pursuant to State of California Civil Code §3093. Filing the "Notice of Completion" is not a PROJECT COMPLETION requirement.

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**PAYMENT REQUEST
State Grant Programs**

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$ <input style="width: 150px; height: 15px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
▶	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE
▶	

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Payment Request Form Instructions

- Type or print legibly all entries
- Round all amounts to the nearest whole dollar

The following instructions correspond to items on the Payment Request Form:

1. PROJECT Number - The number assigned by OGALS to this project
2. CONTRACT Number - As shown in Certification of Funding section of the CONTRACT
3. GRANTEE - GRANTEE name as shown on the CONTRACT
4. PROJECT Title - Name of the PROJECT as shown in the Application
5. Type of Payment – check appropriate box on form:
6. Payment Information
 - a. GRANT amount
 - b. Funds received to date - amount paid out from this GRANT
 - c. Available - (a. minus b.)
 - d. Amount of this request
 - e. Remaining funds after this payment - (c. minus d.)
7. Send Warrant To - GRANTEE name, address and contact person
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Grant Expenditure Form

PROJECT Number _____ **GRANTEE NAME** _____

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Pre-Construction Amount (5)	Construction Amount (6)

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Use of electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column is acceptable. Please include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, the date that the work was performed may be used.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity performing work.

Column (4) Brief description of cost, such as “design”, “permits”, “construction.” When describing such costs, such as “design”, state what the design is for, and who prepared it. For items such as “permits”, state what kind of permit(s). For items such as “construction,” state what type or portion of construction, or what was constructed. (For instance, “community center”, “walkway”, etc.)

Column (5) PRE-CONSTRUCTION costs.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT amount.

An electronic version of this form is available at www.parks.ca.gov/grants.

GRANTEES may use their own spreadsheet if it contains the required information shown above.

PROJECT COMPLETION Certification Form

GRANTEE: _____ PROJECT Number: _____

GRANTEE contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

PROJECT COMPLETION – list the features and support amenities (use additional pages, if needed):

List other funds (sources and amounts) used on Project (use additional pages, if needed):

Interest earned on advanced Grant funds: \$ _____

Interest spent on ELIGIBLE COSTS: \$ _____

Did the GRANTEE file a “Notice of Completion” with the County Recorder? Yes __ No __

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the GRANTEE. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

GRANTEE’S AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title

GRANTEE’S AUTHORIZED REPRESENTATIVE (Signature)

Date

VI. ACCOUNTING AND AUDIT SECTION

Contact the DPR Audits Office for questions about the following requirements.

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.

State Audit

Grants are subject to audit by DPR. (see Audit Checklist). All PROJECT records must be retained for five years after final payment was received.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by the DPR.
- An employee having knowledge of the PROJECT and its records to assist DPR's auditor.

Audit Checklist

An audit of the project may be performed before or following project completion. The GRANTEE must retain and make available all project related records for five years following project termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office.

CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Awarding by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- CONTRACT bonds (bid, performance, payment)
- CONTRACT change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- Appraisal Report
 - Did the owner accompany the appraiser?
 - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- GRANT deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

INTEREST

- Schedule of interest earned on State funds advanced
 Note: Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

VII. DEFINITIONS

Capitalized words and terms used in this process guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with DPR and is identified as a GRANT recipient through a legislatively specified budget line item.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions.

APPROPRIATION DATE – July 1 of the State of California fiscal year when the funding of State budget line items is approved by the legislature. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT'S/ GRANTEE'S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities' proposed PROJECT. For more information refer to <https://opr.ca.gov/ceqa/>

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

CONTRACT ENCUMBRANCE PERIOD – the time starting with the APPROPRIATION DATE, when a CONTRACT must be fully executed between the GRANTEE and DPR to encumber the GRANT funds.

CONTRACT PERFORMANCE PERIOD – the period during which the grantee has obligations under the contract.

DEVELOPMENT – construction, installation, replacement, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred during the grant performance period to complete the SCOPE approved by OGALS through an encumbered contract.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed CONTRACT with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed CONTRACT.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’s employees working on the SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred during the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the recreation features and support amenities listed in the SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the features and support amenities listed in the SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents required in order to request final payment following PROJECT COMPLETION

PROJECT OFFICER – an OGALS employee, who acts as a liaison with the applicants and GRANTEES and administers GRANT funds, and facilitates compliance with the Procedural Guide and CONTRACT.

SCOPE – the features and support amenities listed in the SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 4
Meeting Date: September 7, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager, lromero@lemongrove.ca.gov
Item Title: State Budget Allocation

Recommended Action: That the City Council receive the informational item.

Discussion: During the Capital Improvement Budget discussion, the City Council deliberated on the dismal state of the public restrooms at Lemon Grove and Berry Street Parks. These restrooms are aged and deteriorating, as well as not being ADA compliant. Although the City Council allocated funds to perform emergency repairs, those repairs were purely short term in nature to meet the high demands during the summer time as well as grant more time for staff to search and apply for grant funds to build new restrooms. In April 2021, an opportunity was presented to the City to request one-time, restricted use funds from the State through Assembly Member Dr. Weber's office. Staff applied for the one-time funding (**Attachment A**) and was awarded an allocation for \$400,000 to purchase and install new park restrooms at Lemon Grove and Berry Street Parks. These funds are specifically designed for this purpose and cannot be reallocated for another use.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None

Staff Recommendation: That the City Council receive this information item.

Attachments:

Attachment A – Letter Requesting Funds



CITY OF LEMON GROVE
Office of the Mayor

"Best Climate On Earth"

Sent Via Electronic Mail

April 29, 2021

Honorable Dr. Akilah Weber
Assemblymember
California State Assembly 79th District
1350 Front Street, Suite 6046
San Diego, CA 92101

Subject: City of Lemon Grove - Community Funding Request

Dear Honorable Dr. Weber,

I am excited that we may collaborate to bring a much needed resource to City of Lemon Grove! As you know, Lemon Grove has experienced a series of structural deficits and only by the grace of unexpected one-time funds and a series of hard decisions, demonstrating fiscal prudence and responsibility by the entire City Council, were we able to continue to provide basic services for nearly 27,000 residents.

However, as you know, cities should not exist just to provide a service. It should strive to provide more. This is exactly where I believe that the State's one time allocation can make a positive impact to Lemon Grove families and the entire east county region, for years to come. The solution is to purchase and install two new prefabricated park restrooms at Lemon Grove's two largest parks: Berry Street Park and Lemon Grove Park.

At a combined size of 10 acres, these parks serve as the much-needed recreational space for all Lemon Grove residents to exercise, barbeque, play, walk their pets, and enjoy the solace of green open space. On any given day, you will find each park busy with families, and what I've realized over the years is that these families are not just Lemon Grove families they are families from La Mesa, San Diego, Spring Valley and beyond.

So, while they may not be recognized as regional parks, I think it is safe to say that they are definitely used as though they are. This is where your support to fund the new restrooms will be so critical. Simply put, my City does not have the funding to construct this project even though the public has voiced their concerns about the quality of the restrooms year after year. The City is struggling to maintain the aged, deteriorated restrooms at each park and that struggle is now further exacerbated by the ADA mandated improvements that far exceed \$140,000. Because Lemon Grove is so "park poor" (0.536 ratio of park acreage per 1,000 residents) these two parks are even more of a necessity to encourage healthy and active lifestyles.

3232 Main Street Lemon Grove California 91945-1705
(619) 825 - 3810 Fax: (619) 825 - 3818 www.lemongrove.ca.gov

State Budget Allocation
September 7, 2021
Page | 1

On the verge of a new post-COVID world, I can tell that my residents are eager to do more outside. The new restrooms will provide so many benefits to each park patron as well as ease the maintenance costs to the City. The need is real and I hope that you can see that too.

Just this week the City Council received staff's presentation of the City's Five Year Capital Improvement Program. During the presentation, staff outlined the current plumbing needs at both park restrooms estimated to equal \$40,000. When you add the ADA improvements of \$140,000, Lemon Grove is facing at least \$180,000 of repairs that won't even enhance the functionality of the restrooms. It will simply maintain them until they break again. With this said, I am humbly requesting up to \$400,000 to complete both restroom projects. Since my staff just received positive feedback from the full City Council this week to analyze the benefits of new restrooms versus maintaining the old restrooms they have not had the time to create a formal design/construction estimate.



I am estimating that \$400,000 will be enough to fund two quality-prefabricated gender neutral restrooms that will look similar to the picture above. If you have further questions about this project, please contact Lydia Romero, City Manager at 619-825-3801.

In closing, thank you for reaching out to me to let me know about the State's grant program and allowing me to submit this request for funds. I wholeheartedly believe that this project will enhance the quality of life for all Lemon Grove residents as well as all residents of East San Diego County. I truly value our partnership to serve our one community in unity.

Respectfully yours,

A handwritten signature in blue ink that reads "Racquel Vasquez". The signature is fluid and cursive, with a large loop at the end.

Racquel Vasquez
Mayor, City of Lemon Grove

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



PLEDGE OF ALLEGIANCE



CHANGES TO THE AGENDA



PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker Slips are located at the entrance of the Chambers.



ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

1. CONSENT CALENDAR



2. REPORTS TO COUNCIL:

Lease Agreement with the Urban League of San Diego County



RECOMMENDATION:

Adopt a resolution approving the lease agreement with the Urban League of San Diego County.



3. REPORTS TO COUNCIL:

Approve the Application(s) for the Local Assistance Specified Grant



Background

- April 27, 2021 – CIP Workshop
- April 29, 2021 – Community funding request submitted
- October 2021 – City was notified by CA State Parks, OGALS of grant award
- November 2021 – Worked to fix an error in the project title
- January 2022 – Received final approval

Local Assistance Specific Grant

- Originated from the State of CA budget for FY 2021-22
- CA Dept. of Parks & Recreation, Office of Grants and Local Services (OGALS) are the grant administrators
- \$400,000 programmed to the City of Lemon Grove for Berry Street and Lemon Grove Park restrooms
- Orientation with OGALS staff
- Procedural guide
- Monitoring and reporting activities
- Payment request requirements
- Grant close out activities

Procedural Guide

- **Capital Outlay:**
 - Building something new
 - Boosting a condition beyond its original or current state
- **Repairs:**
 - Performed to a section
 - Allowed for continued use
- **Maintenance:**
 - Performed on regular basis
 - Maintain the useful life

Procedural Guide (cont.)

Key Topics

- Separate application for each location
- Must be accessible
- Ineligible grant costs
 - Non-capital costs like recreation programming
 - Indirect costs
- Funds not expended revert to the State
- State has option to cancel or reduce funds
- 5 year record retention
- Every six month progress report
- State withholds a 20% retention

Process and Timeline

Grant Process

- Adopt a resolution
- Contract
- Prepare 2 agreements
- Capital outlay procurement and construction
- Final inspection and grant closeout

Timeline

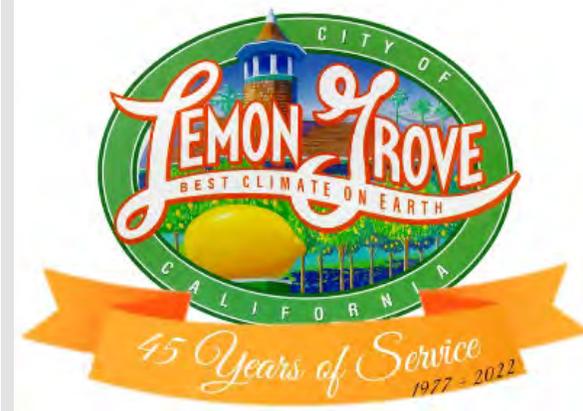
- March 2022 – Submit applications
- NLT December 2023 – Complete the project(s)
- March 2024 – Submit completion packet(s)
- June 2024 – Final reimbursement and project close out

RECOMMENDATION:

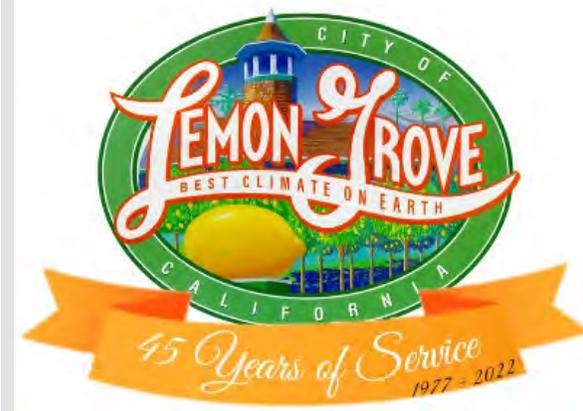
Adopt a resolution approving the application(s) for the Local Assistance Specified Grant from the California Department of Parks and Recreation, Office of Grants and Local Services.



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



CITY MANAGER REPORT



PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker Slips are located at the entrance of the Chambers.



ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

ADJOURNMENT

