



City of Lemon Grove City Council Regular Meeting Agenda Tuesday, April 21, 2020, 6:00 p.m.

Virtual Meeting via Zoom platform

<https://www.zoom.us/home?zcid=2478>

Meeting Access # 619-825-3800

<https://us04web.zoom.us/j/6198253800>

City Council

Racquel Vasquez, Mayor
Jennifer Mendoza, Mayor Pro Tem
Jerry Jones, Councilmember
David Arambula, Councilmember
Yadira Altamirano, Councilmember

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

Public Participation

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the Regular Meeting of the City Council scheduled for Tuesday, April 21, 2020, at 6:00 p.m. will be a virtual meeting – audio only.

Below are the ways to participate. For any questions contact the City Clerk's Office at (619) 825-3800.

Members of the public are able to participate in the following ways:

1. Listen to audio live via zoom
2. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM #____. Email to the City Clerk schapel@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is **Monday, April 20, 2020 at 5:00 p.m.** Any comment received after the deadline will not be read at the meeting, but will be maintained in the record.

Join the Meeting

Before joining a Zoom meeting on a computer or mobile device, you can download the Zoom app from the [Zoom Download Center](#). Otherwise, you will be prompted to download and install Zoom when you click a join link.

Prerequisites

- Each meeting has a Meeting Access ID and Password that will be required to join a Zoom meeting. #619-825-3800. If you have eNotification set-up it will be included on your email notification. If you have not yet set-up notifications for City meetings and events please go to the City website and [sign up](#).

- Meeting will be Audio only for all participants.
1. Open the Zoom desktop client
 2. Join a meeting using one of these methods:
 - * Click Join a Meeting if you want to join in without signing in.
 - * Sign in to Zoom then click join.
 3. Enter the Meeting ID number and your display name
 4. If you're not signed in, enter a display name.

All audio will be muted upon entering.

The meeting audio will be available on the City website within 24 hours of the meeting.

Public Comment:

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM ____ . Email to the City Clerk schapel@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is Monday, April 6, 2020 at 5:00 p.m. Any comment received after the deadline will not be read but will be maintained in the record. **Monday, April 20 by 5:00 p.m.**

Process:

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

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

- a) Full Name;
 - b) Contact Number;
 - c) Address;
 - d) Public Comment or Agenda Item No;
 - e) Subject;
 - f) Written Comments
2. Include Comment – Comment is limited up to three (3) minutes. Comment will be read by the City Clerk and timed and if comment extends longer than three (3) minutes it will be timed out.

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

Currently public comment is only being accepted by email to be read by the City Clerk. City Clerk email address: schapel@lemongrove.ca.gov

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

**Tuesday, April 21, 2020, 6:00 p.m.
Virtual Meeting via Zoom platform**

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:

Public Comment:

(Note: In accordance with State Law, the general public may bring forward an item not scheduled on the agenda; however, the City Council may not take any action at this meeting. If appropriate, the item will be referred to staff or placed on a future agenda.)

Public comment will be read into the record by the City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to three (3) minutes.

City Council Oral Comments and 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:

1. 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.)

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.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

Recommendation: Ratify Demands

C. Approval of Meeting Minutes

March 31, 2020 – Special Emergency Meeting

April 7, 2020 Regular Meeting

Reference: Shelley Chapel, City Clerk

Recommendation: Approve Minutes

- D. Regional Transportation Congestion Improvement Amendment
Reference: Molly Brennan, Administrative Services Director
Recommendation: Adopt Resolution entitled, "A Resolution of the City Council of the City of Lemon Grove, California, Amending the Regional Transportation Congestion Improvement Plan Fee."
- E. Rejection of Claim - Britton
Reference: Molly Brennan, Administrative Services Director
Recommendation: Reject Claim
- F. Rejection of Claim - Stidum
Reference: Molly Brennan, Administrative Services Director
Recommendation: Reject Claim
- G. Acceptance of FY 19 State Homeland Security Grant Program Urban Areas Security Initiative Funds (UASI)
Reference: Steve Swaney, Fire Chief
Recommendation: Adopt a resolution accepting FY 2019 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.
- H. Local Agency Investment Fund Authorization
Reference: Molly Brennan, Administrative Services Director
Recommendation: Adopt a resolution authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Administrative Services Director, and Accounting Analyst to serve as authorized staff agents.

Reports to Council:

- 2. Resolution Declaring the Results of the Tuesday, March 3, 2020, Statewide Presidential Primary Election
Reference: Shelley Chapel, City Clerk
Recommendation: Adopt a Resolution of the City Council of the City of Lemon Grove, California, Reciting the Fact of the Statewide Presidential Primary Municipal Election Held on Tuesday, March 3, 2020, Declaring the Result and Such Other Matters as Provided by Law.
- 3. Resolution Approving the Fiscal Year 2020-2021 Road Maintenance Rehabilitation Account Funding Allocation
Reference: Mike James, Assistant City Manager / Public Works Director
Recommendation: Adopt a Resolution of the City Council of the City of Lemon Grove, California, Approving a List of Projects for Fiscal Year 2020-20201 Funded by SB1: The Road Repair and Accountability Act of 2017.

Closed Session:

- 1. LIABILITY CLAIM
Government Code Section 54956.95
Claimant: Ratcliff
Agency Claimed Against: City of Lemon Grove

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(a)
Name of Case: Citrus St Partners, LLC vs City of Lemon Grove
San Diego Superior Court - Case No.: 37-2019-00064690-CU-MC-CTL)

Adjournment

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

I, Shelley Chapel, MMC, 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 April 16, 2020, 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/: Shelley Chapel
Shelley Chapel, MMC, 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 schapel@lemongrove.ca.gov. A full agenda packet is available for public review at City Hall



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A

Meeting Date: April 21, 2020
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:

- | | |
|---|---|
| <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.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B

Meeting Date: April 2, 2019
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Molly Brennan, Administrative Services Director
<mailto:MBrennan@lemongrove.ca.gov>

Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

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.

City of Lemon Grove Demands Summary

Approved as Submitted:

Molly Brennan, Administrative Services Director
 For Council Meeting: 04/21/20

ACH/AP Checks 04/02/20-04/13/20

293,954.87

Payroll - 04/07/20

122,770.91

Total Demands

416,725.78

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Mar20	Power Pay Biz/Evo	04/02/2020	Online Credit Card Processing - Mar'20	104.94	104.94
ACH	Apr 2020	Pers Health	04/02/2020	Pers Health Insurance - Apr20	47,813.85	47,813.85
ACH	Mar20	Authorize.Net	04/02/2020	Merchant Fees - Mar'20	26.50	26.50
ACH	3568860625/0420 4154920380/0420	SDG&E	04/07/2020	Electric Usage:St Light -2/29/20-3/31/20 Electric Usage:St Light 2/29/20-3/31/20	1,315.96 1,922.92	3,238.88
ACH	Feb26-Mar24 20	California Public Empl Retirement System	04/08/2020	Pers Retirement 2/26/20-3/24/20	65,213.87	65,213.87
ACH	22896	Aflac	04/08/2020	AFLAC Insurance 4/8/20	1,684.42	1,684.42
ACH	10448099	LEAF	04/08/2020	Ricoh C3502 Copier System-PW Yard - Mar'20	160.51	160.51
ACH	Apr7 20	Employment Development Department	04/09/2020	State Taxes 4/7/20	7,285.65	7,285.65
ACH	Refill 4/8/20	Pitney Bowes Global Financial Services LLC	04/09/2020	Postage Usage 4/8/20	250.00	250.00
ACH	Mar20-CC Mar20-CC	Wells Fargo	04/10/2020	Credit Card Processing-Mo.Svc - Mar'20 Credit Card Transaction Fees- Mar'20	9.95 507.49	517.44
ACH	Mar25-Apr7 20	Calpers Supplemental Income 457 Plan	04/13/2020	457 Plan 3/25/20-4/7/20	7,618.09	7,618.09
ACH	Mar20	Home Depot Credit Services	04/13/2020	Home Depot Charges - Mar'20	694.95	694.95
ACH	Mar20	Wells Fargo	04/13/2020	Bank Service Charge - Mar'20	477.36	477.36
12773	L1072895UC	American Messaging	04/08/2020	Pager Replacement Program 3/1/20-3/31/20 Pager Replacement Program 4/1/20-4/30/20 Refund/Returned Pager/E210-Pager Replacement Prog 2/1-2/29/20	49.91 49.85 -80.75	19.01
12774	14505142	AT&T	04/08/2020	Fire Backup Phone Line- 2/22/20-3/21/20	40.43	40.43
12775	5656041410	AutoZone, Inc.	04/08/2020	EZ Reacher WD-40	12.01	12.01
12776	5002380	Bearcom	04/08/2020	Portable Radios Monthly Contract 3/22/20-4/21/20	150.00	150.00
12777	27702	Bickmore Actuarial	04/08/2020	Self-Insured Workers' Comp Program Actuarial Review	2,250.00	2,250.00
12778	3-71950	Broadway Auto Electric	04/08/2020	LGPW#17 '99 Ford F350 - Repair Turn Signal Flasher Relay	128.02	128.02
12779	4/7/20	California State Disbursement Unit	04/08/2020	Wage Withholding Pay Period Ending 4/7/20	161.53	161.53
12780	136792	CDCE, Inc.	04/08/2020	31-8B-02VM Panasonic CF-31 Fully Rugged Notebook Mobile Computer	7,944.51	7,944.51
12781	21821 21837 21837	City of La Mesa	04/08/2020	Household Hazardous Waste Event- 1/18/20 Overtime Reimbursement - Doig 2/21/20 Overtime Reimbursement - Roraff 2/28/20	878.00 923.86 1,039.12	2,840.98
12782	20CTOFLGN09	County of San Diego- RCS	04/08/2020	800 MHZ Network - Mar'20	2,878.50	2,878.50
12783	Cruz-Reyes	Cruz-Reyes, Erika	04/08/2020	Refund/Cruz-Reyes, Erika/Deposit - LBH- 5/9/20 COVID-19	200.00	200.00
12784	5528 5529 5530 5531	D- Max Engineering Inc.	04/08/2020	1993 Dain Drive Stormwater Inspection 2/1/20-2/29/20 1963 Berry St Stormwater Inspection 2/1/20-2/29/20 19-20 Golden Doors Stormwater Inspection 2/1/20-2/29/20 6800 Mallard Ct Stormwater Inspection 2/1/20-2/29/20	695.85 62.00 28.87 338.39	1,125.11
12785	53633 53992	Daley & Heft LLP	04/08/2020	Legal Svcs: GHC0025482- Svcs thru 1/13/20 Legal Svcs: GHC0025482- Svcs thru 3/5/20	1,110.00 1,240.00	2,350.00
12786	04032020560	DAR Contractors	04/08/2020	Animal Disposal- Mar'20	162.00	162.00
12787	dsb20191559	Dig Safe Board	04/08/2020	State Fee/Regulatory Monthly Costs/Dig Alert 2019	57.13	57.13
12788	17019	Duke's Root Control Inc.	04/08/2020	CUPCCA # 2020-14 Annual Root Foam Services - Citywide	49,805.99	49,805.99
12789	140866	Fire Etc.	04/08/2020	Germicidal Cleaner	46.12	46.12
12790	INV1017405	George Hills Company	04/08/2020	TPA Claims- Adjusting/Other Services - Feb 20	1,076.90	1,076.90
12791	00074134	Hudson Safe-T- Lite Rentals	04/08/2020	SD County Sheriff Decal - ADA Sign Project	86.60	86.60
12792	Apr7 20	ICMA	04/08/2020	ICMA Deferred Compensation Pay Period Ending 4/7/20	780.77	780.77

12793	1606	Janazz, LLC SD	04/08/2020	IT Services- City Hall- Mar'20	2,500.00	2,500.00
12794	984601 987036	Life-Assist, Inc.	04/08/2020	Nitrile Exam Gloves Nitrile Exam Gloves	409.45 154.38	563.83
12795	4806583 4809901	Mallory Safety and Supply, LLC	04/08/2020	Nitrile Gloves Nitrile Gloves/Disposable Coveralls/Disposable Masks COVID19	257.40 199.97	457.37
12796	1078156	Michael Baker International	04/08/2020	Prof Svc: As-Needed Engineering Svcs thru 1/31/20	37,648.75	37,648.75
12797	IN1442417	Municipal Emergency Services Inc.	04/08/2020	Gear Disinfectant	70.19	70.19
12798	0147190-IN	Municipal Maintenance Equipment Inc.	04/08/2020	Repair Emulsion Pump/Valve/Coupler/Asphalt - LGPW#07 Patch Truck	5,452.90	5,452.90
12799	1056604	Nationwide Medical/Surgical, Inc.	04/08/2020	Exam Gowns/Fire	46.80	46.80
12800	236274 236275 236276	Ninyo & Moore	04/08/2020	6800 Mallard Ct Inspection Svcs thru 1/31/20 1963 Berry St Inspection Svcs thru 1/31/20 FY19-20 Street Rehab/Geotech Obs & Testing Svcs	1,470.50 1,941.00 352.50	3,764.00
12801	PSI-58438	NPR, Inc.	04/08/2020	Return of Expired Pain Medications	129.00	129.00
12802	2020-87	Quality Code Publishing LLC	04/08/2020	Supplement Service- LG Municipal Code	714.50	714.50
12803	INV00012114	RapidScale Inc.	04/08/2020	Virtual Hosting/Back Up Svc/Cloud Storage 3/31/20-4/29/20	3,675.78	3,675.78
12804	31956707	RCP Block & Brick, Inc.	04/08/2020	Bulk Concrete Sand - PW Supply	112.39	112.39
12805	003058 73230	Rick Engineering Company	04/08/2020	Prof Svc: City Engineer 1/1/20-1/31/20 Prof Svc: 20A UG Dis Project 1/1/20-1/31/20	23,435.42 428.87	23,864.29
12806	8129537193	Shred-It USA	04/08/2020	Shredding Services 3/18/20	79.43	79.43
12807	98072589-001	SiteOne Landscape Supply, LLC	04/08/2020	Backpack Sprayer/Sprayer Pistons - COVID-19	389.15	389.15
12808	14954	Smart Cover Systems Inc.	04/08/2020	Renewal-SmartFLOE: Extended Parts Warranty - 5/1/20-4/30/21	4,772.00	4,772.00
12809	1694	Spring Valley Lawn Mower Shop	04/08/2020	Chain for Saw/Bar & Chain Oil - PW/Streets	36.85	36.85
12810	100028685-0001 99837022-0001 99867144-0001	Sunbelt Rentals Inc.	04/08/2020	Propane Propane Propane	15.09 16.74 10.94	42.77
12811	33015	Superior Smog and Tune Muffler & Brake	04/08/2020	Replace Ignition Switch Lock Cylinder - LGPW#20 '00 GMC 2500 Facility	168.16	168.16
12812	00095054	The East County Californian	04/08/2020	Notice of Public Hearing - Climate Action Plan 3/26/20	196.00	196.00
12813	3514-3	The Sherwin-Williams Co.	04/08/2020	Graffiti Remover	9.61	9.61
12814	320200382	Underground Service Alert of Southern Ca.	04/08/2020	43 New Ticket Charges - Mar'20	80.95	80.95
12815	72520896 72531923 72537177 72537178 72537179 72538431	Vulcan Materials Company	04/08/2020	Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt/SS1H 4.5 Gallon Bucket Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt/SS1H 4.5 Gallon Bucket	198.37 277.40 360.85 200.31 740.84 200.31	1,978.08
					293,954.87	293,954.87



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF EMERGENCY SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
VIRTUAL MEETING VIA ZOOM**

TUESDAY, MARCH 31, 2020

*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.*

Emergency Special Meeting of the City Council of the City of Lemon Grove, California, took place virtually only pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety, we temporarily took actions to prevent and mitigate the spread and effects of the COVID-19 pandemic by holding City Council and other public meetings via virtual video media only.

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 5:00 p.m.

Present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember Yadira Altamirano, Councilmember David Arambula, and Councilmember Jerry Jones.

Absent: None.

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Molly Brennan, Administrative Services Director, and Shelley Chapel, City Clerk.

Pledge of Allegiance was led by Mayor Pro Tem Mendoza.

Public Comment: Due to the emergency nature of this meeting no public comment was received.

Reports to Council:

1. Ratify Emergency Declaration Resolution entitled, "PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY (COVID-19) AND ORDER BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LEMON GROVE"

Mayor introduced City Manager Romero presented the report.

Public Comment read into the record by the City Clerk: Chris Williams

California Emergency Services Act, including, but not limited to, Government Code Section 8630, and Chapter 2.12 of the Lemon Grove Municipal Code empower the City Manager acting in her capacity as Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lemon Grove is affected or likely to be affected by a public calamity and the City Council is not in session. This Resolution ratifies such action.

Action: It was moved by Councilmember Arambula, and seconded by Councilmember Jones to adopt Resolution No. 2020-3710 entitled, Proclamation of the Existence

of a Local Emergency (COVID-19) and Order by the Director of Emergency Services of the City of Lemon Grove.

The motion passed by the following roll call vote:

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None

2. Designation of Authorized Agents for Disaster Assistance

Mayor introduced Molly Brennan, Administrative Services Director gave the report.

No public comment.

In order to obtain Federal and State Financial Disaster Assistance, the City must designate three staff positions that will serve as authorized agents.

Action: It was moved by Councilmember Altamirano, and seconded by Councilmember Jones to adopt Resolution No. 2020-3711 entitled Cal OES 130 Designation of Applicant's Agent Resolution for Non-State Agencies.

The motion passed by the following roll call vote:

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 5:23 p.m. to a meeting to be held Tuesday, April 7, 2020, as a Virtual Meeting, for a Regular meeting.

Shelley Chapel, MMC
City Clerk

**MINUTES OF EMERGENCY SPECIAL MEETING
OF THE LEMON GROVE CITY COUNCIL
VIRTUAL MEETING VIA ZOOM**

TUESDAY, APRIL 7, 2020

*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.*

Emergency Special Meeting of the City Council of the City of Lemon Grove, California, took place virtually only pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety, we temporarily took actions to prevent and mitigate the spread and effects of the COVID-19 pandemic by holding City Council and other public meetings via virtual video media only.

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 6:00 p.m.

Present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember Yadira Altamirano, Councilmember David Arambula, and Councilmember Jerry Jones.

Absent: None.

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Molly Brennan, Administrative Services Director, Mike Viglione, Associate Planner, and Shelley Chapel, City Clerk.

Pledge of Allegiance was led by Councilmember Jones.

Public Comment was read into the Record by City Clerk: Teresa Rosiak-Proffit

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City

Councilmember Altamirano attended the following meetings and events:

- Covid-19 Warnings

Mayor Pro Tem Mendoza attended the following meetings and events:

- SANDAG Transportation Committee Meeting
- Participated in League of CA Cities Legislative Meeting – Via WebEx Conferencing

Mayor Vasquez attended the following meetings and events:

- SANDAG Virtual Meeting

City Manager Report:

City Manager Romero announced the COVID-19 page on the City Website. Updates from Federal, State, and Local governments. Announced Lemon Grove Grubbin' a list of restaurants open for take-out service only. City Manager Romero discussed the Parks, City Facilities, and Events status.

San Diego County Lt. Rand announced that residents can use the 211 line to report any businesses not practicing safe practices or any business that is open who is not considered "essential".

1. **Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda.
- 1.B Ratification of Payment of Demands
- 1.C City Council Meeting Minutes for Special Workshop – Streets on February 29, 2020, and Regular Meeting of March 3, 2020.
- 1.D Note and File Planning Commission Meeting Minutes for November 25, 2019

Action: Motion by Mayor Pro Tem Mendoza, seconded by Councilmember Arambula, to approve Consent Calendar Items 1.A-1.D.

The motion passed by the following vote:

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None.

Public Hearing:

2. Climate Action Plan

Mayor Vasquez introduced Noah Alvey, Community Development Manager

Provided an overview of the Climate Action Plan, Proposed Strategies, Schedules and Summary of Public Comment.

Public Hearing was opened at 7:12 p.m.

Public Comment was read into the Record by City Clerk: Sonja Robinson, Noah Harris, Evelyn Andrade, Galena Roberston, Dinah Willer, Wanda Rogers, Kamaal Martin, Rita Clement, David Carl Robertson, John Michno, Jeanne Peterson, and J.P. Bruner.

Public Hearing was closed at

Conduct a Public Hearing, Receive Public Comment, and Adopt a Resolution.

Action: Motion by Mayor Pro Tem Mendoza, and second by Councilmember Arambula to close the Public Hearing at 7:53 p.m.

The motion passed by the following vote:

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None

Action: Motion by Mayor Pro Tem Mendoza, and second by Councilmember Altamirano following discussion the Motion was withdrawn by author.

Action: Motion by Councilmember Jones and seconded Mayor Pro Tem Mendoza to approve the Climate Action Plan as presented by staff to include the changes as the minutes reflect to adopt Resolution No. 2020-3712, entitled, “A Resolution of the City Council of the City of Lemon Grove, California, Approving a Climate Action Plan.” Returning to Council with the adopted Climate Action Plan included changes in quantification made by the City Council.

The motion passed by the following vote:

Ayes: Vasquez, Mendoza, Jones

Noes: Arambula, Altamirano

- Direction to staff includes the following to incorporate into the Climate Action Plan (CAP):
- Annual Reporting requirement
- Regarding Social Equity include the following language, “The City will work with key stakeholders and utilize CalEnviroScreen to incorporate equity consideration into implementation of the CAP. The City will actively prioritize actions and measure that include consideration of social equity. In preparing the holistic approach to equity, the City will develop tracking and reporting metrics to determine progress and success.”
- In addition, an increase to a 12% Transit Mode Share Target Goal within transit priority areas.
- Increase Renewable Energy Goal to 85-90% by 2030 by participating in a Community Choice Aggregation (CCA) or similar program that provides 100% renewable energy.

Mayor Vasquez introduced City Manager Romero who announced the meeting of the next Regular Meeting to be held on April 21, 2020.

City Attorney Steinke convened the meeting into Closed Session at 8:20 p.m.. Closed Session would be conducted via teleconference phone line separate from the “virtual meeting.” The Audio Recording for the Meeting was paused at that time.

Closed Session:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9b
Number of potential cases: 3

The meeting was reconvened into Open Session at 8:35 p.m. with all Councilmembers present, the City Attorney reported there was no action taken in Closed Session.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:37 p.m. to a meeting to be held Tuesday, April 21, 2020, as a Virtual Meeting, for a Regular meeting.

Shelley Chapel, MMC
City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director

mbrennan@lemongrove.ca.gov

Item Title: **Regional Transportation Congestion Improvement Plan Fee
Amendment**

Recommended Action: Adopt a resolution (**Attachment A**) amending the Regional Transportation Congestion Improvement Plan Fee.

Summary: The TransNet Extension Ordinance Regional Transportation Congestion Improvement Plan (RTCIP) fee is a transportation mitigation fee collected by local jurisdictions to fund improvements to the regional arterial system. Each year, SANDAG Board of Directors (Board) may adjust the minimum fee charged.

On February 28, 2020, the Board approved a 2 percent increase to the RTCIP fee from \$2,533.15 to \$2,583.82 per new dwelling unit, effective July 1, 2020. The following discussion details the purpose of the RTCIP fee, the rationale for the 2 percent fee increase, and how future development will be affected.

Discussion:

The TransNet Extension Ordinance requires SANDAG to adjust the RTCIP fee amount each year and states that in no event shall the adjustment be less than 2 percent per year or more than the percentage set forth in the Engineering Construction Cost Index (CCI). The purpose of the adjustment is to ensure that the RTCIP retains its purchasing power to help ensure future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements. Further details about the RTCIP and SANDAG Board's decision to increase the fee by 2 percent for FY 2020-21 can be found in the SANDAG staff report that was presented to the SANDAG Board at their February 28, 2020 meeting (**Attachment B**).

On March 18, 2008, the City Council adopted Ordinance No. 372, establishing the requirements and procedures to impose the Regional Transportation Congestion Improvement Plan (RTCIP) fee. The intent of the RTCIP fee is to augment funding for transportation improvements to the Regional Arterial System (RAS). The following roadways in the City that are a part of the RAS include:

- Broadway - Spring Street to College Avenue
- College Avenue - North City limits to Federal Boulevard
- Federal Boulevard - Highway 94 to College Avenue
- Lemon Grove Avenue - Highway 94 to Lisbon
- Massachusetts Avenue - North City limits to Lemon Grove Avenue
- Sweetwater Road - Broadway to South City limits

On April 15, 2008, City Council adopted Resolution No. 2782 establishing the RTCIP fee at \$2,000 per new residential housing unit. Since that time and including this year, the RTCIP fee has been increased twelve times by the San Diego Association of Governments Board of Directors, each time by approximately 2 percent, from \$2,000 to \$2,583.82. The RTCIP fee is collected prior to issuance of building permits for new residential housing units. Failure by the City to collect the RTCIP fee may result in forfeiture of TransNet funds for the following fiscal year.

Since the fee was implemented in 2008, the City has collected a total of \$620,844. The annual totals are summarized in the table below:

Fiscal Year	Annual Total Revenue
FY 2019-20 (to date)	\$4,847
FY 2018-19	\$54,900
FY 2017-18	\$50,484
FY 2016-17	\$51,854
FY 2015-16	\$272,580
FY 2014-15	\$130,777
FY 2013-14	\$22,134
FY 2012-13	\$6,495
FY 2011-12	\$6,369
FY 2010-11	\$8,324
FY 2009-10	\$4,080
FY 2008-09	\$8,000
FY 2007-08	\$0

It is anticipated that the \$48.67 increase in the fee will not have a significant impact on the forecasted amount to be received in FY 2020-21.

It is important to note that in FY 2015-16 the interpretation of the RTCIP requirement of the *TransNet* Ordinance states that each city may program all RTCIP fees rather than expend before seven years has passed from the point that the city collected the fee. Through prior City Council action, all collected RTCIP fees and interest earned was programmed to be expended on the Lemon Grove Avenue Realignment Project. During this fiscal year, FY2019-20, all programmed RTCIP fees and interest earned has not been allocated. Staff will return to the City Council during the FY 2020-21 budget process, with a recommendation that all RTCIP fees and interest earned are allocated to the next street rehabilitation project that involve the regional arterial streets in the City.

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:

The increase of the fee by \$48.67 per new dwelling unit will have a negligible fiscal impact.

Public Notification: None

Staff Recommendation:

Adopt a resolution (**Attachment A**) amending the Regional Transportation Congestion Improvement Plan fee.

Attachments:

- Attachment A – Resolution
- Attachment B – SANDAG Board Staff Report

RESOLUTION NO. 2020-3713

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AMENDING THE REGIONAL TRANSPORTATION
CONGESTION IMPROVEMENT PLAN FEE**

WHEREAS, on March 18, 2008, City Council adopted Ordinance No. 372, establishing the requirements and procedures to impose the Regional Transportation Congestion Improvement Plan (RTCIP) fee; and

WHEREAS, the intent of the RTCIP fee is to provide and retain purchasing power for funding transportation improvements to the Regional Arterial System (RAS); and

WHEREAS, the City has six streets that are a part of the RAS (these include Broadway, College Avenue, Federal Boulevard, Lemon Grove Avenue, Massachusetts Avenue, and Sweetwater Road); and

WHEREAS, on April 15, 2008, City Council adopted Resolution No. 2782 establishing the RTCIP fee at \$2,000 per residence for new construction; and

WHEREAS, the fee may adjust on July 1 of each year as approved by the San Diego Association of Governments (SANDAG); and

WHEREAS, on February 28, 2020, the SANDAG Board of Directors approved the minimum 2 percent increase to the RTCIP fee, from \$2,533.15 to \$2,583.82, effective July 1, 2020; and

WHEREAS, it is anticipated that the increase in the fee will not have a significant impact on the forecasted amount to be received in FY 2020-21; and

WHEREAS, amending the RTCIP fee will allow the City to recover costs that would otherwise be absorbed by the General Fund or TransNet Fund.

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

1. Increases the RTCIP fee for each newly constructed residential unit to two thousand five hundred eighty-three dollars and eighty-two cents (\$2,583.82); and
2. Implements the amended RTCIP fee beginning July 1, 2020.

PASSED AND ADOPTED on April 21, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2020 - 3713, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Raquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



February 12, 2020

TransNet Regional Transportation Congestion Improvement Program: Proposed Fee Adjustment

Overview

The [TransNet Extension Ordinance](#) requires the 18 cities in the San Diego region and the County of San Diego to collect a Regional Transportation Congestion Improvement Program (RTCIP) fee from the private sector for each new housing unit constructed in their jurisdiction.

The purpose of this fee (sandag.org/rtcip) is to help ensure that future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements, as defined in the most recent Regional Transportation Plan adopted by SANDAG.

Key Considerations

SANDAG is required to adjust the minimum RTCIP fee amount on July 1 of each year based on an analysis of construction cost indices, but never less than 2%. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the regional arterial system.

Based on an analysis of construction cost trends and relevant indices, staff recommends a 2% fee adjustment to the RTCIP, raising the minimum RTCIP fee from \$2,533.15 to \$2,583.82 beginning July 1, 2020 (Attachment 1).

Significant comments from the ITOC, if any, will be conveyed at the February 28, 2020, Board meeting.

Next Steps

In accordance with *TransNet* Extension Ordinance provisions, each jurisdiction's RTCIP Funding Program¹ must be submitted for review by the ITOC by April 1 of each year to remain eligible for *TransNet* local street and road funding. The annual submittal of RTCIP funding programs by local jurisdictions is scheduled for review at the April 8, 2020, ITOC meeting.

José Nuncio, TransNet Department Director

Key Staff Contacts: Stephanie Guichard, (619) 699-6977, stephanie.guichard@sandag.org
Ariana zur Nieden, (619) 699-6961, ariana.zurniedenr@sandag.org

Attachment: 1. Discussion Memo

Action: Information

This report provides an update on the Regional Transportation Congestion Improvement Program. At its February 28, 2020, meeting, the Board of Directors will be asked to consider a 2% adjustment to the Regional Transportation Congestion Improvement Program, raising the minimum fee from \$2,533.15 to \$2,583.82, beginning July 1, 2020.

Fiscal Impact:

Pending approval by the Board of Directors, the Regional Transportation Congestion Improvement Program fee would increase from \$2,533.15 to \$2,583.82 beginning July 1, 2020.

Schedule/Scope Impact:

The Regional Transportation Congestion Improvement Program fee is collected for each new housing unit constructed and may be used for projects on the Regional Arterial System, such as new or widened arterials, traffic signal coordination, freeway interchange and related improvements, railroad grade separations, and improvements required for express bus and rail transit.

¹ Section 9 of the *TransNet* Extension Ordinance requires that local jurisdictions establish a program or mechanism for funding the Regional Arterial System. For purposes of the RTCIP, the Regional Arterial System is defined in the most recent Regional Transportation Plan adopted by SANDAG.

Discussion Memo

Background

The *TransNet* Extension Ordinance requires the 18 cities and the County of San Diego to collect a fee from the private sector for each new housing unit¹ constructed in that jurisdiction for contribution to the Regional Transportation Congestion Improvement Program (RTCIP). RTCIP revenue is required to be used to construct improvements on the Regional Arterial System such as new or widened arterials; traffic signal coordination, and other traffic improvements; freeway interchange and related freeway improvements; railroad grade separations; and improvements required for express bus and rail transit.

The *TransNet* Extension Ordinance further requires SANDAG to adjust the RTCIP fee amount each year and states that in no event shall the adjustment be less than 2% per year, or more than the percentage increase set forth in the Engineering Construction Cost Index (CCI) published by the Engineering News Record (ENR), or a similar CCI. The purpose of this annual adjustment is to ensure that the RTCIP retains its purchasing power to improve the Regional Arterial System and to help ensure future development contributes its proportional share of the funding needed to pay for the impact of new growth on the Regional Arterial System and related regional transportation facility improvements, as defined in the most recent Regional Transportation Plan adopted by SANDAG.

The RTCIP funding programs fall under the responsibility of the 19 local jurisdictions, which must maintain their RTCIP funding programs and comply with specific administrative requirements in order to remain eligible for *TransNet* local street and road funding.

The RTCIP has been implemented in the San Diego region since July 1, 2008. Annual RTCIP fee adjustments, funding program reports, and related audits can be found at sandag.org/rtcip. Relevant excerpts can be referenced at [TransNet Extension Ordinance](#) and [SANDAG Board Policy No. 031](#).

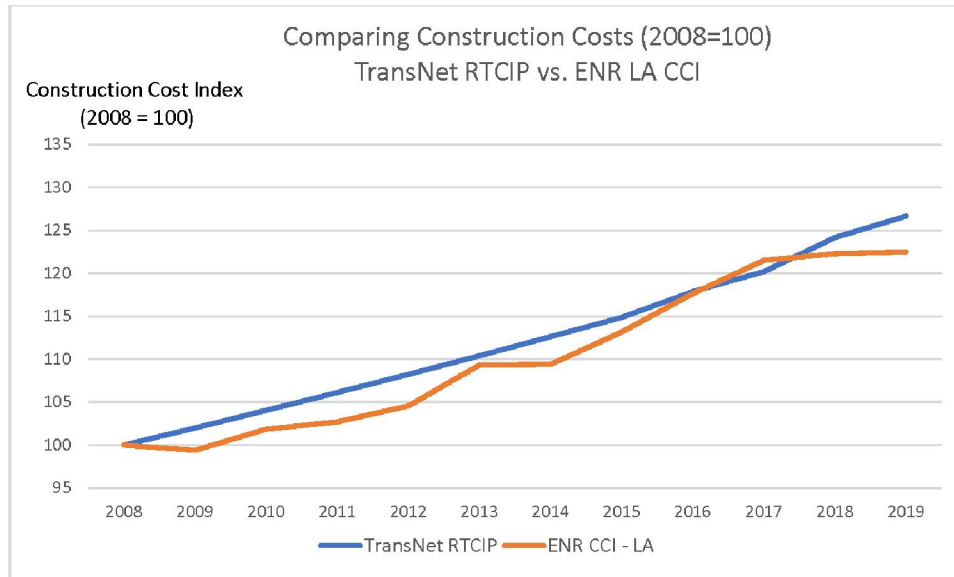
Analysis of Construction Cost Indices

SANDAG staff evaluated changes recorded in the ENR Los Angeles CCI, which is based on monthly price changes in four areas: lumber, cement, structural steel, and labor. Los Angeles reflects construction cost trends similar to those in San Diego. During the period that covers December 2018 to December 2019 (latest available data), the ENR Los Angeles CCI increased by only 0.2%, much less than the ENR National CCI, which grew by 1.7%, and the Caltrans CCI, increasing 6.7%.

As costs indices show some volatility, it is important to focus on the longer-term picture from 2008—when the RTCIP was first instituted—when considering the required annual adjustment.

The cumulative growth of the RTCIP has been 26.6%, with the ENR Los Angeles CCI seeing a 22.5% growth over the same period. The ENR National CCI (33.1%) and Caltrans CCI (72%) both exceeded this rate over the same period. While the ENR Los Angeles CCI is the slowest growing of the CCIs considered, the chart below shows it also has increased at about the same rate as the RTCIP. This comparison over time also shows that by maintaining the annual adjustment at the minimum 2% increase required, the RTCIP had fallen behind the overall goal of keeping pace with inflation in 2017, but has caught up since then as construction costs were almost flat in 2019.

¹ Units constructed for extremely low-, very low-, low-, and moderate-income households may be exempted.



There is a consensus that construction costs will increase in 2020, driven by labor costs. While, a US recession would moderate these costs, no recession is expected in the short term and, in any case, its impact on costs would take time to materialize.

In the current situation—when the most recent available data shows increases in the national and Los Angeles CCI both below 2%—there is no need to adjust the RTCIP fee by more than the required minimum of 2% in 2020. Even if CCI inflation were to accelerate from its current low pace, this 2% increase should be enough to ensure that the RTCIP fee maintains its purchasing power to complete necessary road improvements.

Staff will continue monitoring the performance of the economy and the construction cost indices. If global economic growth strengthens more than expected in 2020—putting pressure on commodity prices—and labor shortages in the US persist, it could result in high CCI increases, potentially leading to an increase larger than the minimum 2% RTCIP increase for 2021.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E.

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director

mbrennan@lemongrove.ca.gov

Item Title: Rejection of Claim

Recommended Action: That the City Council rejects a claim submitted by Ronnie Britton.

Summary: On January 29, 2020, the City of Lemon Grove received a claim from Ronnie Britton. After reviewing the claim, staff recommends that the City Council rejects the claim.

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.

Staff Recommendation: That the City Council rejects a claim submitted by Ronnie Britton.

Attachments: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F.

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director

mbrennan@lemongrove.ca.gov

Item Title: Rejection of Claim

Recommended Action: That the City Council rejects a claim submitted by Kerrie-Ann Stidum.

Summary: On March 11, 2020, the City of Lemon Grove received a claim from Kerrie-Ann Stidum. After reviewing the claim, staff recommends that the City Council rejects the claim.

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.

Staff Recommendation: That the City Council rejects a claim submitted by Kerrie-Ann Stidum.

Attachments: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No.

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Steve Swaney, Fire Chief

sswaney@heartlandfire.net

Item Title: Acceptance of FY 19 State Homeland Security Grant Program Urban Areas Security Initiative Funds (UASI)

Recommended Action:

Staff recommends that the City Council adopt a resolution accepting FY 2019 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.

Summary:

The City of Lemon Grove has been approved to receive \$3,088 from the UASI portion of the State Homeland Security Grant Program from FY 19 funds. SHSGP funds play an important role in the implementation of Presidential Policy Directive-8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). Additionally, SHSGP supports the implementation of State Homeland Security Strategies to address the identified planning, organizational, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. The UASI funds will be used to reimburse expenses for fire personnel training. The performance period for these funds will run through September 15, 2021.

Discussion:

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

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

Fiscal Impact:

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

Public Notification:

None.

Staff Recommendation:

Staff recommends that the City Council adopt a resolution accepting FY 2019 State Homeland Security Grant Program Urban Areas Security Initiative funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with SHSGP UASI requirements.

Attachments:

Attachment A – FY 2019 Resolution

Attachment B – FY 2019 SHSGP UASI Grant Assurances

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ACCEPTING FISCAL YEAR 2019 STATE HOMELAND SECURITY GRANT PROGRAM URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

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

WHEREAS, the State Homeland Security Grant Program Urban Areas Security Initiative distribution formula allocates \$3,088 to the City of Lemon Grove be used to respond to and/or recover from acts of terrorism and other catastrophic events; and

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

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

1. Accepts the Fiscal Year 2019 State Homeland Security Program Urban Areas Security Initiative funds.
2. Authorizes the City Manager to execute required grant documents and/or agreements necessary for the receipt and use of said funds.

PASSED AND ADOPTED on _____, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE
CITY OF LEMON GROVE
FOR THE DISTRIBUTION OF FY 2019 UASI GRANT FUNDS**

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

RECITALS

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: 095899696) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2019-0035, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated September 26, 2019.

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

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

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

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

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

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

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

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

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

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

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

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

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

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

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2019** and shall end at 11:59 p.m. San Diego time on **APRIL 30, 2022**.

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

3.3 **Use of Funds.**

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

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

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

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

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

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

(a) SUBRECIPIENT shall comply with all Standard Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

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

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

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

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

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

3.6 **Technology Requirements.**

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

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

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

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

3.7 **Procurement Requirements.**

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

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

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

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

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

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

3.8 **Contractor Requirements.**

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

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

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

3.9 **Monitoring Grant Performance.**

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

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

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

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

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

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

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

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

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

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

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

3.13 **EHP Requirements.**

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

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that

may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

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

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

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

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

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

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

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

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

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

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without

limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

7.3 **Termination for Convenience.**

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

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

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

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

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

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

**ARTICLE 8
ASSIGNMENTS**

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

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

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

**ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS**

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

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

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

If to SUBRECIPIENT:

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

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

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

ARTICLE 10 MISCELLANEOUS

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

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

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

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

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

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

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

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

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the

validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

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

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

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

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

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

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

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

ARTICLE 11 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 COMPLIANCE

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

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

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

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

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

KATHERINE JACKSON
PROGRAM MANAGER
OFFICE OF HOMELAND SECURITY

SUBRECIPIENT
LYDIA ROMERO
CITY MANAGER

Federal Tax ID #: 95-3144560

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



March 18, 2020

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
 FY 2019 Homeland Security Grant Program
 Grant# 2019-0035 Cal OES ID# 073-66000
 Sub-recipient Performance Period: September 1, 2019 to December 31, 2021

Sub-recipient: City of Lemon Grove

The San Diego Office of Homeland Security (SD OHS) has approved your FY19 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$3,088	
Project 027 – Regional Training Participation*	\$3,088	September 15, 2021

*Training Conduct and Participation funds are limited to approved courses (see Attachment A).

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

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from OHS and the California Governor’s Office of Emergency Services (Cal OES). Sub-recipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Sub-recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement.

Appendix A - Subrecipient Award Letter

City of Lemon Grove
March 18, 2020
Page 2

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

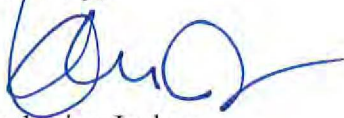
Your agency must coordinate with SD OHS to prepare and submit quarterly projections and milestone reporting via email so that SD OHS can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

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

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 45 days of receipt and keep a copy for your files.

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

Sincerely,



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

Lydia Romero
City Manager, City of Lemon Grove

Date

Attachment A

Participation Costs	Approved Feedback #	Approved Training		Participation Total:	Agency Total:
LEMON GROVE - FIRE	18-02898	Rescue Systems 1	\$ 3,088.00	\$ 3,088	Lemon Grove \$ 3,088

Conduct Total:	\$ -
Participation Total:	\$ 3,088
Training Total:	\$ 3,088

Appendix B—HSGP Standard Assurances

Name of Jurisdiction: City of Lemon Grove
Name of Authorized Agent: Lydia Romero Address: 7853 Central Avenue
City: Lemon Grove State: California Zip Code: 91945
Telephone Number: (619) 825-3800
Fax Number: (619) 825-3818 E-Mail Address: lromero@lemongrove.ca.gov

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

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

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

Federal Regulations

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

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

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

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101- 12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation,

marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker’s Compensation

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

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c)
- (d) Assist the awarding agency in assuring compliance with Section 106 of the
- (e) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (f) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.

§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: City of Lemon Grove

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Lydia Romero

Title: City Manager Date: _____

**City of San Diego Office of Homeland Security
FY19 Urban Area Security Initiative Grant**

**Grant: FY19 UASI Grant #2019-0035
CalOES #073-66000 CFDA #97.067**

Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	DUNS #	_____

Under Penalty of Perjury I certify that:

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

Printed Name: _____ **Phone Number:** _____

Title: _____ **Email Address:** _____

Mailing Address: _____

Remittance Address: _____

Signature _____ **Date:** _____

Mail Reimbursement Request To:

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

Cover Sheet (Invoice)
Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
Award #2019-0035
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To:

Date: _____

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

Agency: _____

DUNS Number: _____

Expenditure Period: _____

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

For questions regarding this reimbursement request contact

Name

Phone

Email

Remittance Address (Address check will be mailed to)

Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
Training/Exercise Costs Detail Worksheet

Jurisdiction: _____

Expenditure Period: _____

Date: _____

Grant: FY19 UASI Grant #2019-0035
CalOES #073-66000 CFDA #97.067

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

Attendee Breakdown by Discipline									
EMA	EMS	FS	GA	HZ	LE	PH	PSC	PW	Total
									0
									0
									0
									0
									0
									0
									0
									0
									0
0	0	0	0	0	0	0	0	0	0

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

Appendix C -- Form of Reimbursement Request
REIMBURSEMENT REQUEST

Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
CONSULTANT / CONTRACTOR

Grant: FY19 UASI Grant #2019-0035
CalOES #073-66000 CFDA #97.067

Cash Request #

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

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

Office of Homeland Security
 FY19 Urban Area Security Initiative Grant Program
 PERSONNEL

Grant: FY19 UASI Grant #2019-0035
 CalOES #073-66000 CFDA #97.067

Cash Request #

through

Claim Period of Expenditure Start Date

(Claim Period of Expenditure End Date)

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

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

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

Appendix C -- Form of Reimbursement Request
REIMBURSEMENT REQUEST

CASH REQUEST INVOICE DETAIL BREAKDOWN

GRANT: _____
 JURISDICTION: _____

CASH REQUEST # _____

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

INVOICE #	TOTAL

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Homeland Security

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

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

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

Equipment & Description	Cost	AEL number
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT D:		
TOTAL		
PROJECT E:		
TOTAL		
PROJECT G:		
TOTAL		
All Investments TOTAL		



**Office of Homeland Security
Signature Authorization Form
FY 2019 Homeland Security Grant Programs**

Jurisdiction: City of Lemon Grove

Date Signed: _____

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

NAME (TYPED/PRINTED)	SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS
Steve Swaney		(619) 441-1611	sswaney@heartlandfire.net
Mike Chasin		(619) 441-1613	mchasin@heartlandfire.net
Bent Koch		(619) 441-1608	bkoch@heartlandfire.net
Brian Manns		(619) 441-1618	bmanns@heartlandfire.net

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

Authorized Agent Printed Name and Signature

Phone No.

Mail form to City of San Diego, Office of Homeland Security, 9601 Ridgehaven Ct, MS 1101C, San Diego, CA 92123



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.H.

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director
mbrennan@lemongrove.ca.gov

Item Title: Local Agency Investment Fund Authorization

Recommended Action: Adopt a resolution authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Administrative Services Director, and Accounting Analyst to serve as authorized staff agents.

Summary: The City utilizes the State's Local Agency Investment Fund (LAIF) to pool and invest cash on behalf of the City, Sanitation District, Lighting District, and Successor Agency. To participate in the fund, the City must have a valid resolution authorizing our activity. Due to staff changes in the past few years, the titles of authorized staff members on the previous LAIF resolution are out of date and the State has requested the submission of an accurate resolution.

Environmental Review:

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

Fiscal Impact: None

Public Notification: None

Staff Recommendation: Adopt a resolution authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Administrative Services Director, and Accounting Analyst to serve as authorized staff agents.

Attachments:

Attachment A – Resolution

**RESOLUTION NO. 2020-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council/Board of Directors, hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City/District;

NOW, THEREFORE, BE IT RESOLVED that the City Council/Board of Directors, hereby authorizes the deposit and withdrawal of City/District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City/District officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Lydia Romero
(NAME)

Molly Brennan
(NAME)

Gina Zafico
(NAME)

City Manager
(TITLE)

Administrative Services Director
(TITLE)

Accounting Analyst
(TITLE)

Section 2. This resolution shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

A

PASSED AND ADOPTED on April 21, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: April 21, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Resolution Declaring the Results of the Tuesday, March 3, 2020, Statewide Presidential Primary Election**

Recommended Action: Adopt a Resolution of the City Council of the City of Lemon Grove, California Reciting the Fact of the Statewide Presidential Primary Municipal Election Held on Tuesday, March 3, 2020, Declaring the Result and Such Other Matters as Provided by Law.

Background:

On Monday, October 7, 2019, a Citizen's Initiative was submitted by proponents to the City Clerk for signature examination pertaining to the Initiative Petition entitled, "Initiative Measure to be Submitted Directly to the Voters – Ballot Title Proposed Three-Quarter (3/4) Cent Transaction and Use Tax (Sales Tax) for the City of Lemon Grove." The raw number of minimum signatures required of 1,482 was met, and were submitted to the San Diego County Registrar of Voters for verification and confirmation.

On Monday, November 4, 2019, the San Diego County Registrar of Voters Certified the Measure to have the amount of qualified signatures necessary to qualify to be placed on the ballot for a vote of the residents.

On Tuesday, November 19, 2019, the City Council unanimously voted to Call and Give Notice of the Holding of a Special Election on March 3, 2020, to be consolidated with the Statewide Presidential Primary Election.

On Tuesday, March 3, 2020, the Statewide Presidential Primary Election was held and registered voters of the City of Lemon Grove voted on Measure S. At the time of the Election, the City of Lemon Grove had 15,356 Registered Voters of which 6,739 or 43.89% voted on the Measure. This report is the certification of those results.

Summary:

The Statewide Presidential Primary Election was held on Tuesday, March 3, 2020 for the purpose of deciding:

MEASURE S: SHALL THE CITY OF LEMON GROVE ADD A THREE-QUARTER (3/4) CENT TRANSACTION AND USE TAX (SALES TAX)?

The official canvass of the results of that election has been received from the San Diego County Registrar of Voters. In order to pass, the Yes votes required a Simple Majority (50 percent plus one), of the votes cast. The Measure failed by the following vote:

Total Votes: 6,739	43.89% of Registered Voters participated
Total Yes: 2,756	42.54% of Votes
Total No: 3,723	57.46% of Votes

Environmental Review:

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

Fiscal Impact:

The cost of final cost of election is to be determined as San Diego County has not submitted final billing, invoice is not expected until June 2020.

Public Notification: None required.

Staff Recommendation Adopt a Resolution of the City Council of the City of Lemon Grove, California Reciting the Fact of the Statewide Presidential Primary Municipal Election Held on Tuesday, March 3, 2020, Declaring the Result and Such Other Matters as Provided by Law.

Attachments:

- Attachment A** – Lemon Grove City Measure S – Precinct Canvass
- Attachment B** - Resolution including Exhibit A – Certificate of Election and Official Results of Presidential Primary Election

**1 Lemon Grove City - MEASURE S
- PROPOSED 3/4 CENT
TRANSACTIONS AND USE TAX**

		Registered Voters	Voters Cast	Turnout (%)	YES	NO
1294-504500-LEMON GROVE	Polls	1274	112	8.79 %	39	67
1294-504500-LEMON GROVE	Mail	1274	310	24.33 %	128	166
1294-504500-LEMON GROVE	Total	1274	422	33.12 %	167	233
1295-504610-LEMON GROVE	Polls	871	104	11.94 %	36	51
1295-504610-LEMON GROVE	Mail	871	187	21.47 %	81	105
1295-504610-LEMON GROVE	Total	871	291	33.41 %	117	156
1296-504800-LEMON GROVE	Polls	1404	191	13.60 %	75	106
1296-504800-LEMON GROVE	Mail	1404	380	27.07 %	148	219
1296-504800-LEMON GROVE	Total	1404	571	40.67 %	223	325
1297-505100-LEMON GROVE	Polls	925	157	16.97 %	46	101
1297-505100-LEMON GROVE	Mail	925	263	28.43 %	105	152
1297-505100-LEMON GROVE	Total	925	420	45.41 %	151	253
1298-505300-LEMON GROVE	Polls	869	162	18.64 %	62	85
1298-505300-LEMON GROVE	Mail	869	266	30.61 %	129	132
1298-505300-LEMON GROVE	Total	869	428	49.25 %	191	217
1299-505350-LEMON GROVE	Polls	1197	162	13.53 %	70	82
1299-505350-LEMON GROVE	Mail	1197	376	31.41 %	162	209
1299-505350-LEMON GROVE	Total	1197	538	44.95 %	232	291
1300-505500-LEMON GROVE	Polls	1024	201	19.63 %	66	118
1300-505500-LEMON GROVE	Mail	1024	304	29.69 %	126	172
1300-505500-LEMON GROVE	Total	1024	505	49.32 %	192	290
1301-505710-LEMON GROVE	Polls	1089	170	15.61 %	53	103
1301-505710-LEMON GROVE	Mail	1089	330	30.30 %	140	178
1301-505710-LEMON GROVE	Total	1089	500	45.91 %	193	281
1302-506000-LEMON GROVE	Polls	1338	181	13.53 %	79	95
1302-506000-LEMON GROVE	Mail	1338	450	33.63 %	193	249
1302-506000-LEMON GROVE	Total	1338	631	47.16 %	272	344
1303-506100-LEMON GROVE	Polls	1345	186	13.83 %	65	115
1303-506100-LEMON GROVE	Mail	1345	425	31.60 %	173	235
1303-506100-LEMON GROVE	Total	1345	611	45.43 %	238	350

**1 Lemon Grove City - MEASURE S
 - PROPOSED 3/4 CENT
 TRANSACTIONS AND USE TAX**

		Registered Voters	Voters Cast	Turnout (%)	YES	NO
1304-506400-LEMON GROVE	Polls	1355	204	15.06 %	73	126
1304-506400-LEMON GROVE	Mail	1355	432	31.88 %	210	209
1304-506400-LEMON GROVE	Total	1355	636	46.94 %	283	335
1305-506500-LEMON GROVE	Polls	1366	215	15.74 %	71	127
1305-506500-LEMON GROVE	Mail	1366	376	27.53 %	166	204
1305-506500-LEMON GROVE	Total	1366	591	43.27 %	237	331
1306-507000-LEMON GROVE	Polls	1296	203	15.66 %	90	104
1306-507000-LEMON GROVE	Mail	1296	390	30.09 %	168	213
1306-507000-LEMON GROVE	Total	1296	593	45.76 %	258	317
8255-999255-LEMON GROVE-VBM	Polls	3	0	0.00 %		
8255-999255-LEMON GROVE-VBM	Mail	3	2	66.67 %	2	
8255-999255-LEMON GROVE-VBM	Total	3	2	66.67 %	2	
Total - Polls		15356	2248	14.64 %	825	1280
Total - Mail		15356	4491	29.25 %	1931	2443
Contest Total		15356	6739	43.89 %	2756	3723

RESOLUTION NO. 2020-3712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA RECITING THE FACT OF THE STATEWIDE PRESIDENTIAL PRIMARY MUNICIPAL ELECTION HELD ON TUESDAY, MARCH 3, 2020, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a Statewide Presidential Primary Municipal Election was held and conducted in the City of Lemon Grove, California, on Tuesday, March 3, 2020, as required by law; and

WHEREAS, Notice of the Election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Registrar of Voters of the County of San Diego canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as “Exhibit A” of this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots was 2,248.

That the whole number of vote by mail voter ballots cast in the City 4,491, making a total of 6,739 ballots cast in the City.

SECTION 2 That the measure voted upon at the election is as follows:

MEASURE S: SHALL THE CITY OF LEMON GROVE ADD A THREE-QUARTER (3/4) CENT TRANSACTION AND USE TAX (SALES TAX)?

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City for which the persons were for and against the measure were as listed in Exhibit “A” attached.

SECTION 4. The City Council does declare and determine:

That as a result of the Election, a simple majority of the voters voting on the measure relating to A THREE-QUARTER (3/4) CENT TRANSACTION AND USE TAX

(SALES TAX), did not vote in favor of it, and that the measure was not carried, and shall not be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing, that the official canvass of the votes cast has been received from the San Diego County Registrar of Voters, a copy of the certification which is attached hereto, showing:

1. The whole number of votes cast in the City; and
2. The Citizen Initiative Measure voted for; and
3. The number of votes cast at each precinct for and against the Measure; and
4. The number of votes cast in the City for and against the Measure.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby rejects Measure S; A THREE-QUARTER (3/4) CENT TRANSACTION AND USE TAX (SALES TAX), which failed to garner a simple majority of total votes cast.

PASSED AND ADOPTED on Tuesday, April 7, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2020-3712, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MARCH 3, 2020,
PRESIDENTIAL PRIMARY ELECTION**

STATE OF CALIFORNIA

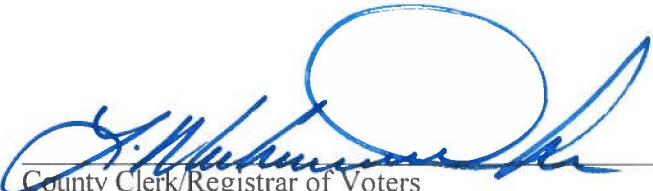
COUNTY OF SAN DIEGO

} ss.

I, Michael Vu, County Clerk/Registrar of Voters of County of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on March 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 02 day of April, 2020, at the County of San Diego





County Clerk/Registrar of Voters
County of San Diego

State of California

COUNTY OF SAN DIEGO
PRESIDENTIAL PRIMARY ELECTION
Tuesday, March 3, 2020
Official Results (San Diego Portion Only)

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Polls	253,973	1,825,237	13.91%
	Mail	653,629		35.81%
	Total	907,602		49.73%

Precincts Reported: 1,862 of 1,862 (100.00%)

PRESIDENT OF THE UNITED STATES REP (Vote for 1)
REP

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
DONALD J. TRUMP	REP	249,219	93.13%
BILL WELD	REP	6,640	2.48%
JOE WALSH	REP	5,562	2.08%
ROQUE "ROCKY" DE LA FUENTE	REP	3,151	1.18%
ROBERT ARDINI	REP	1,109	0.41%
MATTHEW JOHN MATERN	REP	1,050	0.39%
ZOLTAN G. ISTVAN	REP	866	0.32%
Total Votes		267,603	

		Total	
Denis C. Grasska	WRITE-IN	6	0.00%
Robert Lee Manning Jr.	WRITE-IN	0	0.00%

PRESIDENT OF THE UNITED STATES DEM (Vote for 1) DEM

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
BERNIE SANDERS	DEM	178,055	35.80%
JOSEPH R. BIDEN	DEM	138,905	27.93%
ELIZABETH WARREN	DEM	63,745	12.82%
MICHAEL R. BLOOMBERG	DEM	61,482	12.36%
PETE BUTTIGIEG	DEM	25,908	5.21%
AMY KLOBUCHAR	DEM	11,413	2.29%
TOM STEYER	DEM	8,235	1.66%
TULSI GABBARD	DEM	3,055	0.61%
ANDREW YANG	DEM	2,899	0.58%
JULIÁN CASTRO	DEM	977	0.20%
ROQUE "ROCKY" DE LA FUENTE III	DEM	457	0.09%
CORY BOOKER	DEM	412	0.08%
MARIANNE WILLIAMSON	DEM	411	0.08%
MICHAEL BENNET	DEM	372	0.07%
MARK STEWART GREENSTEIN	DEM	257	0.05%
JOHN K. DELANEY	DEM	227	0.05%
MICHAEL A. ELLINGER	DEM	186	0.04%
JOE SESTAK	DEM	176	0.04%
DEVAL PATRICK	DEM	110	0.02%
MOSIE BOYD	DEM	108	0.02%
Total Votes		497,390	

		Total	
Nakia L. Anthony	WRITE-IN	0	0.00%
Daphne Denise Bradford	WRITE-IN	0	0.00%
Willie Felix Carter	WRITE-IN	0	0.00%
Michael Dename	WRITE-IN	0	0.00%
Jeffrey H. Drobman	WRITE-IN	0	0.00%
Robert Jordan	WRITE-IN	0	0.00%
Heather Marie Stagg	WRITE-IN	0	0.00%

PRESIDENT OF THE UNITED STATES AI (Vote for 1) AI

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
PHIL COLLINS	AI	1,589	29.88%
ROQUE "ROCKY" DE LA FUENTE	AI	1,531	28.79%
DON BLANKENSHIP	AI	907	17.06%
J.R. MYERS	AI	687	12.92%
CHARLES KRAUT	AI	604	11.36%
Total Votes		5,318	

PRESIDENT OF THE UNITED STATES PF (Vote for 1) PF

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
GLORIA LA RIVA	PF	337	67.54%
HOWIE HAWKINS	PF	162	32.46%
Total Votes		499	

PRESIDENT OF THE UNITED STATES LIB (Vote for 1) LIB

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
JACOB HORNBERGER	LIB	620	22.32%
VERMIN SUPREME	LIB	394	14.18%
JO JORGENSEN	LIB	385	13.86%
KEN ARMSTRONG	LIB	240	8.64%
KIM RUFF	LIB	193	6.95%
DAN BEHRMAN	LIB	178	6.41%
ADAM KOKESH	LIB	176	6.34%
SAM ROBB	LIB	164	5.90%
MAX ABRAMSON	LIB	151	5.44%
ERIK CHASE GERHARDT	LIB	79	2.84%
SOURAYA FAAS	LIB	78	2.81%
STEVEN A RICHEY	LIB	71	2.56%
KEENAN WALLACE DUNHAM	LIB	45	1.62%
Total Votes		2,778	

		Total	
Sorinne Ardeleanu	WRITE-IN	4	0.14%
Nicholas D'Artagnan Dumas	WRITE-IN	0	0.00%
Geby Eva Espínosa	WRITE-IN	0	0.00%
James Orlando Ogle	WRITE-IN	0	0.00%

PRESIDENT OF THE UNITED STATES GRN (Vote for 1) GRN

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
HOWIE HAWKINS	GRN	305	35.18%
DARIO HUNTER	GRN	212	24.45%
SEDINAM MOYOWASIFZA-CURRY	GRN	172	19.84%
DENNIS LAMBERT	GRN	119	13.73%
DAVID ROLDE	GRN	58	6.69%
Total Votes		867	

		Total	
Kent Mesplay	WRITE-IN	1	0.12%

DEMOCRATIC COUNTY CENTRAL COMMITTEE 71ST ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 285 of 285 (100.00%)

Candidate	Party	Total	
CHRISTINA PERRY	DEM	15,174	11.45%
SHARON B. COX	DEM	13,606	10.27%
TINA RYNBERG	DEM	13,500	10.19%
MARILYN RILEY	DEM	13,094	9.88%
ERIN CLARK	DEM	13,003	9.82%
JUDITH K. WALTERS	DEM	10,006	7.55%
TIFFANY MAPLE	DEM	9,014	6.80%
TOM LEMMON	DEM	8,377	6.32%
CHRIS PEARSON	DEM	8,220	6.21%
RYAN DARSEY	DEM	7,403	5.59%
J. ERIC HEREFORD	DEM	7,390	5.58%
ROBERT GRAND	DEM	7,053	5.32%
JAMES ELIA	DEM	6,630	5.00%
Total Votes		132,470	

REPUBLICAN COUNTY CENTRAL COMMITTEE 71ST ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 285 of 285 (100.00%)

Candidate	Party	Total	
JOEL ANDERSON	REP	34,043	17.82%
FRANK I. HILLIKER	REP	24,329	12.74%
JIM KELLY	REP	17,438	9.13%
DUSTIN TROTTER	REP	15,206	7.96%
MARK BRYAN	REP	14,590	7.64%
DAN BICKFORD	REP	12,772	6.69%
BARON T. "BARRY" WILLIS	REP	12,222	6.40%
GARY G. KREEP	REP	11,724	6.14%
RON NEHRING	REP	10,223	5.35%
STEVE ROBAK	REP	9,170	4.80%
JORDAN GASCON	REP	8,201	4.29%
CHRISTINE LA MARCA	REP	7,429	3.89%
JILL BARTO	REP	7,393	3.87%
MIKE HARRISON	REP	6,285	3.29%
Total Votes		191,025	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 75TH ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 201 of 201 (100.00%)

Candidate	Party	Total	
GLORIA R. CONEJO	DEM	11,721	9.00%
THERESA "TERRY" CORRALES	DEM	11,291	8.67%
HEATHER ROBERTS	DEM	11,117	8.53%
GEORGINE TOMASI	DEM	10,600	8.14%
GIBHRAN JIMENEZ	DEM	9,936	7.63%
VANESSA VALENZUELA	DEM	9,511	7.30%
TIFFANY E. BOYD-HODGSON	DEM	8,230	6.32%
ANTONIO R. ROBLES	DEM	8,043	6.17%
WAYNE LU	DEM	7,793	5.98%
ROBERT "BOB" J. HAMILTON	DEM	6,329	4.86%
GEORGE VAN HASSELT	DEM	6,305	4.84%
NICOLLE LEEDS	DEM	5,847	4.49%
PAM BLAND	DEM	5,561	4.27%
MICHAEL F. SUMMERS	DEM	5,385	4.13%
VALENTINE RICHARD MACEDO	DEM	4,491	3.45%
GARY BLAND	DEM	4,471	3.43%
ARMANDO J. TELLES	DEM	3,626	2.78%
Total Votes		130,257	

REPUBLICAN COUNTY CENTRAL COMMITTEE 75TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 201 of 201 (100.00%)

Candidate	Party	Total	
REGINA W. ROBERTS	REP	22,790	17.51%
KIMBERLY MEAD	REP	18,487	14.20%
MATT STOCKTON	REP	15,001	11.52%
ALANA SORENSEN	REP	13,131	10.09%
LEE J. DE MEO	REP	13,064	10.04%
RANDY BERTHOLTZ	REP	12,218	9.39%
C. BRIAN MELONAKOS	REP	9,995	7.68%
BRIAN TINNEY	REP	7,841	6.02%
DUNCAN FANE	REP	7,134	5.48%
WILLIAM DEL PILAR	REP	5,704	4.38%
JENNIFER DE MEO	REP	4,803	3.69%
Total Votes		130,168	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 76TH ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 249 of 249 (100.00%)

Candidate	Party	Total	
FRANCINE BUSBY	DEM	19,243	9.26%
ESTHER C. SANCHEZ	DEM	18,184	8.75%
SHERI SACHS	DEM	14,093	6.78%
MEGAN LEY	DEM	13,884	6.68%
CECILY "CESS" RESNICK	DEM	13,765	6.63%
LINDA SUE SLATER	DEM	13,110	6.31%
MARGUERITE KEALEY	DEM	11,518	5.54%
ROBERT "ROB" HOWARD	DEM	11,320	5.45%
BILL FOWLER	DEM	11,176	5.38%
KYLE BRIGHT	DEM	11,013	5.30%
LUKE TESLUK	DEM	10,454	5.03%
SARAH SPINKS	DEM	10,227	4.92%
VALENTINE MACEDO JR.	DEM	9,518	4.58%
DINAH POELLNITZ	DEM	8,952	4.31%
KYLE KRAHEL	DEM	8,427	4.06%
DANIEL R.F. O'DONNELL	DEM	7,438	3.58%
MARIE "MARIA" MCENEANY	DEM	7,082	3.41%
MICHAEL BULLOCK	DEM	6,177	2.97%
KEVIN SABELLICO	DEM	2,177	1.05%
Total Votes		207,758	

REPUBLICAN COUNTY CENTRAL COMMITTEE 76TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 249 of 249 (100.00%)

Candidate	Party	Total	
MELANIE BURKHOLDER	REP	21,734	14.29%
JUDY REES	REP	15,092	9.92%
DONNA CLEARY	REP	14,480	9.52%
PATTI A. SIEGMANN	REP	14,227	9.35%
JOHN BUELL	REP	13,812	9.08%
DUANE SIEGMANN	REP	13,553	8.91%
MARK MUIR	REP	12,650	8.32%
LESLIE SCHNEIDER	REP	11,623	7.64%
ROARKE SHANLEY	REP	10,631	6.99%
RAY PEARSON	REP	7,908	5.20%
MAUREEN "MO" MUIR	REP	6,439	4.23%
THOMAS KROUSE	REP	5,878	3.86%
JOSEPH PIMENTEL	REP	2,314	1.52%
DENNIS A. SISNEROS	REP	1,753	1.15%
Total Votes		152,094	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 77TH ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 308 of 308 (100.00%)

Candidate	Party	Total	
LORI SALDAÑA	DEM	27,086	14.52%
MELINDA K. VÁSQUEZ	DEM	19,154	10.27%
LAUREN BIER	DEM	18,212	9.76%
OCTAVIO AGUILAR	DEM	17,187	9.21%
RYAN TRABUCO	DEM	15,445	8.28%
ESTHER "SUNNY" ESCOVEDO	DEM	15,402	8.26%
INDRONEAL BANERJEE	DEM	13,114	7.03%
TERRY NORWOOD	DEM	12,722	6.82%
JASON M. BERCOVITCH	DEM	11,212	6.01%
RIA OTERO	DEM	10,382	5.57%
ZUBAIR AHMAD	DEM	10,182	5.46%
TORREY POWERS	DEM	8,444	4.53%
DANNY JACKSON	DEM	8,007	4.29%
Total Votes		186,549	

REPUBLICAN COUNTY CENTRAL COMMITTEE 77TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 308 of 308 (100.00%)

Candidate	Party	Total	
CARL DEMAIO	REP	26,976	18.41%
TONY P. KRVARIC	REP	17,496	11.94%
T.J. ZANE	REP	13,824	9.43%
BRIAN PEPIN	REP	12,999	8.87%
ANDREW D. SKALE	REP	12,186	8.31%
LYNETTE J WILLIAMS	REP	11,867	8.10%
MILES HIMMEL	REP	11,398	7.78%
KELLY BATTEN	REP	11,162	7.62%
DARREN GRETHER	REP	9,813	6.70%
MICHAEL ALLMAN	REP	9,210	6.28%
THERESE WATSON	REP	5,909	4.03%
KELLI HILLARD	REP	3,716	2.54%
Total Votes		146,556	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 78TH ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 304 of 304 (100.00%)

Candidate	Party	Total	
SARAH K. DAVIS	DEM	22,866	8.37%
BRYAN PEASE	DEM	22,226	8.14%
RICK BATES	DEM	19,985	7.31%
PRATIMA GUPTA	DEM	19,483	7.13%
BECCA TAYLOR	DEM	18,518	6.78%
WILLIAM RODRIGUEZ-KENNEDY	DEM	17,664	6.47%
GRETCHEN NEWSOM	DEM	17,489	6.40%
PARISA IJADI-MAGHSOODI	DEM	14,917	5.46%
RAMÓN ESPINAL	DEM	13,691	5.01%
LOXIE GANT	DEM	13,673	5.00%
BERNADETTE BUTKIEWICZ	DEM	13,141	4.81%
HUY "JEAN-HUY" TRAN	DEM	12,724	4.66%
JONATHAN "CODY" PETERSON	DEM	10,766	3.94%
WENDY LEVY BATTERSON	DEM	10,259	3.76%
CYNARA KIDWELL	DEM	8,676	3.18%
CODI VIERRA	DEM	8,521	3.12%
CHYANN-MARIE COX	DEM	7,888	2.89%
OREN ROBINSON	DEM	7,308	2.67%
KEVIN LOURENS	DEM	6,947	2.54%
ZACH BUNSHAFT	DEM	6,464	2.37%
Total Votes		273,206	

REPUBLICAN COUNTY CENTRAL COMMITTEE 78TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 304 of 304 (100.00%)

Candidate	Party	Total	
RICHARD BAILEY	REP	14,592	13.77%
ELIZABETH SPILLANE	REP	10,382	9.80%
BRADLEY GERBEL	REP	9,872	9.31%
AIMEE FAUCETT	REP	8,451	7.97%
FRANCIS BARRAZA	REP	7,724	7.29%
JEAN ROESCH	REP	7,641	7.21%
MATTHEW G. PHY	REP	7,620	7.19%
DANIEL T. HOLSTEIN	REP	5,808	5.48%
JENNIFER BRYANT	REP	5,103	4.82%
MARY SCYOCURKA	REP	4,936	4.66%
JULIO DEGUZMAN JR.	REP	4,654	4.39%
JOHN "WOODY" WOODRUM	REP	3,981	3.76%
TJ CHALHOUB	REP	3,722	3.51%
DELIA MICHELLE SANCHEZ-HUFFMAN	REP	3,022	2.85%
DONNA J. WOODRUM	REP	2,359	2.23%
WASKAH M. WHELAN	REP	2,308	2.18%
MELANIE WOODS	REP	1,995	1.88%
MAGGIE J. CAMPBELL	REP	1,811	1.71%
Total Votes		105,981	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 79TH ASSEMBLY DISTRICT (Vote for 6) DEM

Precincts Reported: 288 of 288 (100.00%)

Candidate	Party	Total	
TAISHA BROWN	DEM	18,438	8.87%
STEVE PADILLA	DEM	15,876	7.64%
EVLYN ANDRADE	DEM	13,467	6.48%
EDUARDO REYES	DEM	13,183	6.34%
DANNY ORTIZ	DEM	12,601	6.06%
DONNETTA E. MOORE	DEM	12,543	6.03%
BRANDON COOPERSMITH	DEM	12,373	5.95%
TEMIKA M. COOK	DEM	11,712	5.63%
KATHRYN MEYER	DEM	11,453	5.51%
SHANE PARMELY	DEM	10,255	4.93%
NIDIA CASTAÑEDA	DEM	10,020	4.82%
JESUS CARDENAS	DEM	9,292	4.47%
CONNOR P. NESSELER	DEM	8,753	4.21%
ANDREA BETH DAMSKY	DEM	8,051	3.87%
DAVID MYERS	DEM	7,706	3.71%
SAMANTHA JENKINS	DEM	7,502	3.61%
MIRIAM KANTER PLOTKIN	DEM	7,343	3.53%
ANGELA DE JOSEPH	DEM	6,567	3.16%
JEHOAN JOVANNY ESPINOZA	DEM	5,397	2.60%
DAN SHOOK-CASTILLO	DEM	5,366	2.58%
Total Votes		207,898	

REPUBLICAN COUNTY CENTRAL COMMITTEE 79TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 288 of 288 (100.00%)

Candidate	Party	Total	
JOHN MCCANN	REP	12,821	14.37%
TAMARA RODRIGUEZ	REP	11,518	12.91%
JOHN HOY	REP	10,134	11.36%
JOHN MOORE	REP	9,122	10.23%
GEORGE R. WILLIAMS	REP	8,619	9.66%
PATRICIA O'MARA	REP	8,304	9.31%
HECTOR RAUL GASTELUM	REP	7,273	8.15%
BARRETT TETLOW	REP	6,998	7.85%
MORGAN MURTAUGH	REP	5,601	6.28%
DYLAN GRAHAM	REP	5,019	5.63%
ANTHONY MENDIOLA	REP	3,787	4.25%
Total Votes		89,196	

DEMOCRATIC COUNTY CENTRAL COMMITTEE 80TH ASSEMBLY DISTRICT

(Vote for 6)

DEM

Precincts Reported: 227 of 227 (100.00%)

Candidate	Party	Total	
DAVID ALVAREZ	DEM	17,417	9.80%
VIVIAN MORENO	DEM	14,272	8.03%
NATHAN FLETCHER	DEM	13,082	7.36%
ANDREA CARDENAS	DEM	10,419	5.86%
EDDIE PADILLA	DEM	8,361	4.70%
GRETEL RODRÍGUEZ	DEM	8,067	4.54%
ROBERTO ALCANTAR	DEM	7,852	4.42%
STEVE CASTANEDA	DEM	7,751	4.36%
VICTORIA A. BARBA	DEM	7,498	4.22%
GENOVEVA AGUILAR	DEM	7,466	4.20%
DELFINA GONZALEZ	DEM	6,840	3.85%
RAFAEL A. PEREZ	DEM	6,615	3.72%
SARA S. KENT	DEM	6,211	3.50%
BRENDA AGUIRRE ARNOLD	DEM	5,923	3.33%
JOSE G. SANCHEZ	DEM	5,618	3.16%
JUDITH NUÑEZ	DEM	5,444	3.06%
KELVIN H. BARRIOS	DEM	5,387	3.03%
CHRISTINA GRIFFIN-JONES	DEM	4,970	2.80%
KATE BISHOP	DEM	4,590	2.58%
JONATHAN "JOHNNY" SWANSON	DEM	4,107	2.31%
CHRISTOPHER GRIS	DEM	3,732	2.10%
JOSÉ F. CERDA	DEM	3,641	2.05%
ANGELICA "ANGEL" GODINEZ	DEM	3,609	2.03%
CHRISTOPHER A. VALLEJO	DEM	2,643	1.49%
CATHIE HYATT	DEM	2,542	1.43%
TRAVIS KNOWLES	DEM	1,927	1.08%
TODD VOORHEES	DEM	1,724	0.97%
Total Votes		177,708	

REPUBLICAN COUNTY CENTRAL COMMITTEE 80TH ASSEMBLY DISTRICT (Vote for 6) REP

Precincts Reported: 227 of 227 (100.00%)

Candidate	Party	Total	
CRAIG A. CANDELORE	REP	6,737	14.19%
WILLIAM "BUD" MCLEROY	REP	6,210	13.08%
PAULA WHITSELL	REP	5,827	12.27%
LINCOLN PICKARD	REP	5,624	11.84%
ROBERT M. SANTOS	REP	4,266	8.98%
CASSANDRA NICOLE SHAND	REP	3,926	8.27%
MARCO CISNEROS	REP	3,909	8.23%
CHERYL B. PEREZ	REP	3,860	8.13%
ALLAN CANDELORE	REP	3,709	7.81%
J.D. BOLS	REP	3,422	7.21%
Total Votes		47,490	

PEACE & FREEDOM COUNTY CENTRAL COMMITTEE 5TH SUPERVISORIAL DISTRICT (Vote for 4) PF

Precincts Reported: 350 of 350 (100.00%)

Candidate	Party	Total	
JORDAN MILLS	PF	59	25.65%
JULIANA MUSHEYEV	PF	57	24.78%
RACHEL ANN SYLVESTER	PF	54	23.48%
ERIC S. MCGILL	PF	37	16.09%
ANZY MCWHA	PF	23	10.00%
Total Votes		230	

UNITED STATES REPRESENTATIVE 49TH DISTRICT (Vote for 1)

Precincts Reported: 326 of 326 (100.00%)

Candidate	Party	Total	
MIKE LEVIN	DEM	99,270	60.04%
BRIAN MARYOTT	REP	66,073	39.96%
Total Votes		165,343	

UNITED STATES REPRESENTATIVE 50TH DISTRICT (Vote for 1)

Precincts Reported: 375 of 375 (100.00%)

Candidate	Party	Total	
AMMAR CAMPA-NAJJAR	DEM	67,452	36.91%
DARRELL ISSA	REP	40,625	22.23%
CARL DEMAIO	REP	36,835	20.16%
BRIAN W. JONES	REP	20,202	11.06%
MARISA CALDERON	DEM	9,957	5.45%
NATHAN "NATE" WILKINS	REP	3,809	2.08%
JOSE CORTES	PF	1,587	0.87%
HELEN L. HORVATH	NONE	1,070	0.59%
HENRY ALAN OTA	NONE	835	0.46%
LUCINDA KWH JAHN	NONE	367	0.20%
Total Votes		182,739	

UNITED STATES REPRESENTATIVE 51ST DISTRICT (Vote for 1)

Precincts Reported: 267 of 267 (100.00%)

Candidate	Party	Total	
JUAN C. VARGAS	DEM	62,611	73.07%
JUAN M HIDALGO, JR	REP	23,073	26.93%
Total Votes		85,684	

UNITED STATES REPRESENTATIVE 52ND DISTRICT (Vote for 1)

Precincts Reported: 435 of 435 (100.00%)

Candidate	Party	Total	
SCOTT PETERS	DEM	111,897	49.12%
JIM DEBELLO	REP	73,779	32.39%
NANCY L. CASADY	DEM	36,422	15.99%
RYAN CUNNINGHAM	NONE	5,701	2.50%
Total Votes		227,799	

UNITED STATES REPRESENTATIVE 53RD DISTRICT (Vote for 1)

Precincts Reported: 459 of 459 (100.00%)

Candidate	Party	Total	
SARA JACOBS	DEM	58,312	29.13%
GEORGETTE GÓMEZ	DEM	39,962	19.97%
CHRIS STODDARD	REP	25,962	12.97%
JANESSA GOLDBECK	DEM	17,041	8.51%
FAMELA RAMOS	REP	15,005	7.50%
MICHAEL PATRICK ORISTIAN	REP	14,807	7.40%
TOM WONG	DEM	7,265	3.63%
ANNETTE MEZA	DEM	4,446	2.22%
JOSEPH R. FOUNTAIN	DEM	4,041	2.02%
JOSE CABALLERO	DEM	3,226	1.61%
JOAQUÍN VÁZQUEZ	DEM	3,078	1.54%
JOHN BROOKS	DEM	2,820	1.41%
FERNANDO GARCIA	NONE	1,832	0.92%
SUZETTE SANTORI	DEM	1,625	0.81%
ERIC ROGER KUTNER	DEM	734	0.37%
Total Votes		200,156	

STATE SENATOR 39TH DISTRICT (Vote for 1)

Precincts Reported: 605 of 605 (100.00%)

Candidate	Party	Total	
TONI ATKINS	DEM	212,626	91.94%
Total Votes		231,269	
		Total	
Linda Blankenship	WRITE-IN	18,643	8.06%

MEMBER OF THE STATE ASSEMBLY 71ST DISTRICT (Vote for 1)

Precincts Reported: 285 of 285 (100.00%)

Candidate	Party	Total	
RANDY VOEPEL	REP	70,044	60.86%
LIZ "ELIZABETH" LAVERTU	DEM	45,043	39.14%
Total Votes		115,087	

MEMBER OF THE STATE ASSEMBLY 75TH DISTRICT (Vote for 1)

Precincts Reported: 201 of 201 (100.00%)

Candidate	Party	Total	
MARIE WALDRON	REP	52,951	55.23%
KAREN "KATE" SCHWARTZ	DEM	37,516	39.13%
ROGER GARCIA	DEM	5,398	5.63%
Total Votes		95,865	

MEMBER OF THE STATE ASSEMBLY 76TH DISTRICT (Vote for 1)

Precincts Reported: 249 of 249 (100.00%)

Candidate	Party	Total	
TASHA BOERNER HORVATH	DEM	77,792	57.55%
MELANIE BURKHOLDER	REP	57,391	42.45%
Total Votes		135,183	

MEMBER OF THE STATE ASSEMBLY 77TH DISTRICT (Vote for 1)

Precincts Reported: 308 of 308 (100.00%)

Candidate	Party	Total	
BRIAN MAIENSCHIN	DEM	86,998	57.47%
JUNE YANG CUTTER	REP	64,384	42.53%
Total Votes		151,382	

MEMBER OF THE STATE ASSEMBLY 78TH DISTRICT (Vote for 1)

Precincts Reported: 304 of 304 (100.00%)

Candidate	Party	Total	
CHRIS WARD	DEM	69,125	55.62%
SARAH DAVIS	DEM	34,410	27.69%
MICAH PERLIN	DEM	20,741	16.69%
Total Votes		124,276	

MEMBER OF THE STATE ASSEMBLY 79TH DISTRICT (Vote for 1)

Precincts Reported: 288 of 288 (100.00%)

Candidate	Party	Total	
SHIRLEY N. WEBER	DEM	74,121	65.70%
JOHN MOORE	REP	19,619	17.39%
CARMELITA "C.L." LARRABASTER	REP	19,080	16.91%
Total Votes		112,820	

MEMBER OF THE STATE ASSEMBLY 80TH DISTRICT (Vote for 1)

Precincts Reported: 227 of 227 (100.00%)

Candidate	Party	Total	
LORENA GONZALEZ	DEM	56,872	72.72%
JOHN J. VOGEL	REP	13,999	17.90%
LINCOLN PICKARD	REP	7,334	9.38%
Total Votes		78,205	

JUDGE OF THE SUPERIOR COURT OFFICE NO. 18 (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
CJ MODY		393,975	53.99%
ROBERTA WINSTON		335,797	46.01%
Total Votes		729,772	

JUDGE OF THE SUPERIOR COURT OFFICE NO. 22 (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
ALANA WONG ROBINSON		398,792	54.88%
MARK SKEELS		224,937	30.95%
STEVE MILLER		102,965	14.17%
Total Votes		726,694	

JUDGE OF THE SUPERIOR COURT OFFICE NO. 30 (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
PAUL STARITA		206,374	30.51%
TIM NADER		175,609	25.96%
PETE MURRAY		150,654	22.27%
MIKE MURPHY		143,779	21.26%
Total Votes		676,416	

JUDGE OF THE SUPERIOR COURT OFFICE NO. 36 (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
MICHELLE IALEGGIO		531,553	77.08%
SHAWN A. MCMILLAN		158,043	22.92%
Total Votes		689,596	

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA 3 (Vote for 1)

Precincts Reported: 51 of 51 (100.00%)

Candidate	Party	Total	
JULIE SCHORR		10,448	75.60%
BARTOSZ "BARTEK" MURAWSKI		3,373	24.40%
Total Votes		13,821	

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA 4 (Vote for 1)

Precincts Reported: 76 of 76 (100.00%)

Candidate	Party	Total	
ELENA ADAMS		14,307	56.82%
JORDAN GASCON		10,874	43.18%
Total Votes		25,181	

SAN DIEGO COMMUNITY COLLEGE DISTRICT MEMBER, BOARD OF TRUSTEES DISTRICT B (Vote for 1)

Precincts Reported: 125 of 125 (100.00%)

Candidate	Party	Total	
BERNIE RHINERSON		33,745	67.34%
DANIEL PIEDRA		16,364	32.66%
Total Votes		50,109	

SAN DIEGO COMMUNITY COLLEGE DISTRICT MEMBER, BOARD OF TRUSTEES DISTRICT D (Vote for 1)

Precincts Reported: 127 of 127 (100.00%)

Candidate	Party	Total	
MARY GRAHAM		27,587	72.08%
MIKE PALOMBA		6,334	16.55%
ALEX LOUPE		4,350	11.37%
Total Votes		38,271	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT A (Vote for 1)

Precincts Reported: 111 of 111 (100.00%)

Candidate	Party	Total	
SABRINA BAZZO		23,273	48.84%
CRYSTAL TRULL		16,329	34.26%
STEPHEN GROCE		8,054	16.90%
Total Votes		47,656	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT D (Vote for 1)

Precincts Reported: 124 of 124 (100.00%)

Candidate	Party	Total	
RICHARD ANDREW BARRERA		38,220	97.14%
Total Votes		39,345	

		Total	
Camille Harris	WRITE-IN	1,040	2.64%
Marco Cisneros	WRITE-IN	85	0.22%

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT E (Vote for 1)

Precincts Reported: 108 of 108 (100.00%)

Candidate	Party	Total	
SHARON D. WHITEHURST-PAYNE		16,514	54.98%
LAWANA RICHMOND		13,524	45.02%
Total Votes		30,038	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 1 (Vote for 1)

Precincts Reported: 322 of 322 (100.00%)

Candidate	Party	Total	
BEN HUESO		32,263	29.29%
NORA VARGAS		20,767	18.86%
RAFA CASTELLANOS		17,934	16.28%
SOPHIA RODRIGUEZ		16,634	15.10%
ALEX GALICIA		13,232	12.01%
HENRY BELISLE		4,035	3.66%
CAMILO MARQUEZ		2,679	2.43%
TONY VILLAFRANCA		2,591	2.35%
Total Votes		110,135	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 2 (Vote for 1)

Precincts Reported: 422 of 422 (100.00%)

Candidate	Party	Total	
JOEL ANDERSON		59,803	35.46%
STEVE VAUS		52,357	31.04%
KENYA TAYLOR		45,037	26.70%
BRIAN SESKO		11,465	6.80%
Total Votes		168,662	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 3 (Vote for 1)

Precincts Reported: 376 of 376 (100.00%)

Candidate	Party	Total	
KRISTIN DIANE GASPAR		72,598	42.82%
TERRA LAWSON-REMER		52,899	31.20%
OLGA DIAZ		44,063	25.99%
Total Votes		169,560	

CITY OF CARLSBAD MEMBER, CITY COUNCIL DISTRICT NO. 1 (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

Candidate	Party	Total	
CORI SCHUMACHER		4,261	47.90%
TRACY CARMICHAEL		3,493	39.26%
SIMON ANGEL		1,142	12.84%
Total Votes		8,896	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL DISTRICT NO. 3 (Vote for 1)

Precincts Reported: 33 of 33 (100.00%)

Candidate	Party	Total	
STEVE PADILLA		7,744	54.77%
HENRY A. MARTINEZ II		4,404	31.15%
DOUG WOLF		1,992	14.09%
Total Votes		14,140	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL DISTRICT NO. 4 (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

Candidate	Party	Total	
MIKE DIAZ		4,762	45.41%
ANDREA CARDENAS		4,225	40.29%
DELFINA GONZALEZ		1,499	14.30%
Total Votes		10,486	

CITY OF SAN DIEGO MAYOR (Vote for 1)

Precincts Reported: 796 of 796 (100.00%)

Candidate	Party	Total	
TODD GLORIA		147,654	41.48%
BARBARA BRY		81,541	22.91%
SCOTT SHERMAN		80,352	22.57%
TASHA WILLIAMSON		25,629	7.20%
GITA APPELBAUM SINGH		12,716	3.57%
RICH RIEL		8,099	2.28%
Total Votes		355,994	
		Total	
Jarvis Gandy	WRITE-IN	3	0.00%

CITY OF SAN DIEGO CITY ATTORNEY (Vote for 1)

Precincts Reported: 796 of 796 (100.00%)

Candidate	Party	Total	
MARA W. ELLIOTT		208,767	67.86%
CORY BRIGGS		71,672	23.30%
PETE MESICH		27,223	8.85%
Total Votes		307,662	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 1 (Vote for 1)

Precincts Reported: 94 of 94 (100.00%)

Candidate	Party	Total	
JOE LACAVAL		10,335	24.08%
WILL MOORE		7,054	16.44%
AARON BRENNAN		6,399	14.91%
SAM NEJABAT		5,884	13.71%
LIJUN (LILY) ZHOU		3,910	9.11%
JAMES P. RUDOLPH		3,505	8.17%
HARID "H." PUENTES		3,340	7.78%
LOUIS A. RODOLICO		2,484	5.79%
Total Votes		42,911	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 3 (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

Candidate	Party	Total	
STEPHEN WHITBURN		14,844	31.11%
TONI DURAN		10,836	22.71%
CHRIS OLSEN		9,705	20.34%
MICHELLE NGUYEN		8,340	17.48%
ADRIAN KWIATKOWSKI		3,996	8.37%
Total Votes		47,721	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 5 (Vote for 1)

Precincts Reported: 91 of 91 (100.00%)

Candidate	Party	Total	
MARNI VON WILPERT		18,084	39.78%
JOE LEVENTHAL		16,778	36.91%
ISAAC WANG		8,764	19.28%
SIMON MOGHADAM		1,836	4.04%
Total Votes		45,462	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 7 (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

Candidate	Party	Total	
RAUL CAMPILLO		15,025	35.87%
NOLI ZOSA		12,783	30.51%
WENDY WHEATCROFT		8,526	20.35%
MONTY MCINTYRE		5,558	13.27%
Total Votes		41,892	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 9 (Vote for 1)

Precincts Reported: 83 of 83 (100.00%)

Candidate	Party	Total	
KELVIN H. BARRIOS		7,426	31.62%
SEAN ELO		4,819	20.52%
JOHNNY LEE DANG		3,473	14.79%
ANDREW GADE		2,222	9.46%
ROSS NAISMITH		1,997	8.50%
SAM BEDWELL		1,986	8.46%
ALEX SOTO		1,564	6.66%
Total Votes		23,487	

PROP 13 - AUTHORIZES BONDS FOR FACILITY REPAIR (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
NO		463,034	54.13%
YES		392,331	45.87%
Total Votes		855,365	

SD County MEASURE A - SAN DIEGO COUNTY AMD. TO SD COUNTY GENERAL PLAN (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
NO		423,630	50.97%
YES		407,534	49.03%
Total Votes		831,164	

SD County - MEASURE B - NEWLAND SIERRA AMD. TO SD COUNTY GENERAL PLAN (Vote for 1)

Precincts Reported: 1,862 of 1,862 (100.00%)

Candidate	Party	Total	
NO		484,663	58.08%
YES		349,822	41.92%
Total Votes		834,485	

SD City - MEASURE C - INITIATIVE MEASURE - HOTEL VISITOR TAX INCREASE (Vote for 1)

Precincts Reported: 796 of 796 (100.00%)

Candidate	Party	Total	
YES		239,024	65.24%
NO		127,349	34.76%
Total Votes		366,373	

SD City - MEASURE D - CHTR. AMD. REGARDING AUDIT CMTE. & AUDITOR (Vote for 1)

Precincts Reported: 796 of 796 (100.00%)

Candidate	Party	Total	
YES		269,583	80.81%
NO		64,006	19.19%
Total Votes		333,589	

CV City - MEASURE E - PROJECT LABOR AGREEMENTS (Vote for 1)

Precincts Reported: 122 of 122 (100.00%)

Candidate	Party	Total	
YES		37,462	67.56%
NO		17,990	32.44%
Total Votes		55,452	

Del Mar City - MEASURE G - ADOPT OF MARISOL SPECIFIC PLAN (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

Candidate	Party	Total	
NO		1,406	58.90%
YES		981	41.10%
Total Votes		2,387	

Lemon Grove City - MEASURE S - PROPOSED 3/4 CENT TRANSACTIONS AND USE TAX (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

Candidate	Party	Total	
NO		3,723	57.46%
YES		2,756	42.54%
Total Votes		6,479	

National City - MEASURE H - SHALL CITY CLERK & TREASURER BE APPOINTED (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

Candidate	Party	Total	
NO		4,059	52.00%
YES		3,747	48.00%
Total Votes		7,806	

National City - MEASURE J - REPEAL ORD. 2019-2463 (PET SALES) (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

Candidate	Party	Total	
YES		5,054	61.78%
NO		3,126	38.22%
Total Votes		8,180	

Oceanside City - MEASURE K - SHALL CITY CLERK & TREASURER BE APPOINTED BY CITY MANAGER (Vote for 1)

Precincts Reported: 87 of 87 (100.00%)

Candidate	Party	Total	
NO		34,472	75.17%
YES		11,384	24.83%
Total Votes		45,856	

Cajon Valley School - MEASURE L - 220M DOLLAR BONDS (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

Candidate	Party	Total	
BONDS - NO		19,552	54.09%
BONDS - YES		16,598	45.91%
Total Votes		36,150	

Chula Vista School - MEASURE M - 300M DOLLAR BONDS (Vote for 1)

Precincts Reported: 159 of 159 (100.00%)

Candidate	Party	Total	
BONDS - YES		36,363	55.42%
BONDS - NO		29,247	44.58%
Total Votes		65,610	

Escondido Union School - MEASURE Q - 205M DOLLAR BONDS (Vote for 1)

Precincts Reported: 89 of 89 (100.00%)

Candidate	Party	Total	
BONDS - YES		21,723	53.73%
BONDS - NO		18,707	46.27%
Total Votes		40,430	

Lakeside Union School - MEASURE R - 33M DOLLAR BONDS (Vote for 1)

Precincts Reported: 27 of 27 (100.00%)

Candidate	Party	Total	
BONDS - NO		7,256	58.44%
BONDS - YES		5,161	41.56%
Total Votes		12,417	

Poway Unified School - MEASURE P - 448M DOLLAR BONDS (Vote for 1)

Precincts Reported: 124 of 124 (100.00%)

Candidate	Party	Total	
BONDS - YES		32,836	50.35%
BONDS - NO		32,375	49.65%
Total Votes		65,211	

San Ysidro School - MEASURE T - 52,985M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,555	70.09%
BONDS - NO		1,517	29.91%
Total Votes		5,072	

San Ysidro School - MEASURE U - 55,500M DOLLAR BONDS (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

Candidate	Party	Total	
BONDS - YES		3,492	68.90%
BONDS - NO		1,576	31.10%
Total Votes		5,068	



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3

Meeting Date: April 21, 2020

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: **Approval of the Fiscal Year 2020-2021 Road Maintenance
Rehabilitation Account Funding Allocation**

Recommended Action: Adopt a resolution approving the Fiscal Year 2020-2021 Road Maintenance Rehabilitation Account funding allocation.

Summary: In 2017, the Road Repair and Accountability Act of 2017 (SB1) was created to establish a new funding source in California's transportation system. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road system. A requirement of SB1 is for each entity to declare what it plans to use the fund for each year.

In the discussion portion of this report additional details regarding how revenues are allocated to local governments, what the eligible uses are, and establishes the annual eligible project list to meet the reporting requirements of SB1.

Discussion: In 2017, the Road Repair and Accountability Act (Act) of 2017 (SB 1) was created to establish a new funding source in California's transportation system. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the Local Street and road system.

Funding Details:

RMRA funds are derived from new gas tax, transportation improvement fees, and a portion of the diesel excise tax. The funds are continuously appropriated and apportioned to local governments monthly and not based on a reimbursement basis. The amounts that any city may receive are allocated per capita. In **Attachment B**, staff compares the Fiscal year 2020-2021 (FY 2020-21) revenue estimates with FY 2019-20. The total decrease in revenues equals \$130,621.

Eligible Uses of RMRA Funding:

The use of RMRA local streets and roads funds is similar to the HUTA use rules. Pursuant to Streets and Highway Code Section 2030, RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation,
- Safety projects,
- Railroad grade separations,
- Traffic control devices, and
- Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project.

RMRA funds may also be used to satisfy a match requirement to obtain state or federal funds for eligible projects. SB1 also contains non-obligatory intent language regarding the use of funds. To the extent possible and cost-effective cities and counties are to program a use that:

- Advanced recycling techniques that reduce greenhouse gas emissions,
- Automotive technologies, ZEV fueling, infrastructure-to-vehicle,
- Communications autonomous vehicle systems,
- Resiliency regarding climate change, fire, floods, sea level rise, and
- Complete street elements, access for bicycles, pedestrians.

Lastly, if a city or county has an average pavement condition index that meets or exceeds 80, the city or county may spend its RMRA funds on transportation priorities other than the previously listed items (refer to Streets and Highways Code Section 2037).

Discussion:

Each year a city or county must submit to the California Transportation Commission (CTC) an approved resolution that clearly describes all projects for which RMRA funds were expended including: description, location, funds expended, completion date, and estimated useful life of the project. There are two projects in FY 2020-21, that staff recommends and the projects are listed below:

Project Title: FY 2020-2021 Street Rehabilitation Project.

Project Description: This project will allocate a portion of the RMRA funds to support its annual street rehabilitation project.

Project Location: While referencing the City's pavement management program, the streets listed for treatment in FY 2018-19 through FY 2020-21 will be designed

and constructed. If funding allows, additional streets that are not included in the FY 2020-21 may be included depending on the city's needs.

Project Cost Allocation: \$466,878.

Proposed Schedule for Completion: FY 2020-2021.

Estimated Useful Life: The streets useful life is anticipated to be equal to or greater than 10 years without major repair work.

Project Title: FY 2020-2021 Storm Drain Rehabilitation Project.

Project Description: This project will allocate a portion of the RMRA funds to complete a capital improvement project as determined by the City's storm drain master plan.

Project Location: The two project drainage pipes are located at West Street and Lemon Avenue.

Project Cost Allocation: \$90,000.

Proposed Schedule for Completion: FY 2020-21.

Estimated Useful Life: The pipes useful life is anticipated to be equal to or greater than 15 years without major repair work.

If the resolution is adopted by the City Council, staff will forward the signed resolution to the CTC for acceptance by the May 1, 2020 deadline.

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: In Fiscal Year 2020-21, \$466,878 will be programmed to the FY 2020-21 Street Rehabilitation project and \$90,000 will be programmed to the FY 2020-21 Storm Drain Rehabilitation project.

Public Notification: None.

Staff Recommendation: Adopt a resolution approving of the Fiscal Year 2020-2021 Road Maintenance Rehabilitation Account funding allocation.

Attachments:

Attachment A – Resolution

Attachment B – Fiscal Years 2019-20 and 2020-21 Revenue Comparison

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2020 -
2021 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed in law by the Governor in April 2017 to address the significant multimodal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Lemon Grove are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City of Lemon Grove must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Lemon Grove, will receive an estimated \$427,000 in RMRA funding in Fiscal Year 2020-2021 from SB 1; and

WHEREAS, this is the third year in which the City of Lemon Grove is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 57 streets and 2 storm drain pipes throughout the City this year; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found at the City's streets and roads are in a good condition and this revenue will help us increase the overall quality of the road system and over the next decade with a goal to bring our streets and roads into a very good condition; and

WHEREAS, the SB 1 project list and overall investment in the local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits city and statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Lemon Grove, California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 2020-2021 Street Rehabilitation Project.

Project Description: This project will allocate a portion of the RMRA funds to support its annual street rehabilitation project.

Project Location: While referencing the City's pavement management program, the streets listed for treatment in FY 2018-19 through FY 2020-21 may be designed and constructed. If funding allows, additional streets that are not included in the FY 2020-21 may be included depending on the city's needs.

Project Cost Allocation: \$466,878.

Proposed Schedule for Completion: FY 2020-2021.

Estimated Useful Life: The streets useful life is anticipated to be equal to or greater than 10 years without major repair work.

Project Title: FY 2020-2021 Storm Drain Rehabilitation Project.

Project Description: This project will allocate a portion of the RMRA funds to complete a capital improvement project as determined by the City's storm drain master plan.

Project Location: The two project drainage pipes are located at West Street and Lemon Avenue.

Project Cost Allocation: \$90,000.

Proposed Schedule for Completion: FY 2020-21.

Estimated Useful Life: The pipes useful life is anticipated to be equal to or greater than 15 years without major repair work.

PASSED AND ADOPTED BY THE City Council of the City of Lemon Grove,
State of California this _____ day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

FY 2019-20 Budget, FY 2019-20 Projected and FY 2020-21 Revenue Comparison

	Highway Users Tax Account (HUTA)					Total HUTA	SB1		Total
	Sec 2103	Sec 2105	Sec 2106	Sec 2107	Sec 2107.5		TCRF Loan Repayment	Road Maint Rehab Acct	
Lemon Grove									
FY 2019-2020 (Budget)	\$231,116	\$149,029	\$102,619	\$194,643	\$6,000	\$683,407	\$30,261	\$441,014	\$1,154,682
FY 2019-2020 (Projected)	\$191,854	\$131,584	\$88,523	\$159,665	\$6,000	\$577,626	\$30,588	\$418,118	\$1,026,332
Difference From FY19-20 Budget	(\$39,262)	(\$17,445)	(\$14,096)	(\$34,978)	\$0	(\$105,781)	(\$327)	(\$22,896)	(\$128,350)
FY 2020-2021 (Budget)	\$198,377	\$136,057	\$91,533	\$165,094	\$6,000	\$597,061	\$0	\$427,000	\$1,024,061
Difference From FY19-20 Budget	(\$32,739)	(\$12,972)	(\$11,086)	(\$29,549)	\$0	(\$86,346)	(\$30,261)	(\$14,014)	(\$130,621)

Definition:

- Sec 2103: Allocation replaces the former Prop42 revenues. This is a price-based fuel tax rate, adjusted annually by the BOE until 2019.
- Sec 2105/2106/2107: Provides a monthly allocation of 1.315 cents per gallon of gasoline, 1.8 cents per gallon of diesel, and 2.59 cents per liquefied petroleum gas based on the population.
- Sec 2107.5: Allocation approximately \$2.6 million annually each July based on a population formula.
- TCRF Loan Repayment: SB1 stipulated the repayment of \$706 million by the state General Fund to transportation funds over three fiscals (FY 2017-18, 2018-19 and 2019-20). Local streets and roads will be paid \$225 million. \$75 million per year with half to cities and half to counties.
- Road Maint Rehab Acct: New revenue source created from the Road Repair and Accountability Act.