



City Council
Mayor John W. Minto
Vice Mayor Ronn Hall
Council Member Laura Koval
Council Member Rob McNelis
Council Member Dustin Trotter

CITY OF SANTEE REGULAR MEETING AGENDA Santee City Council

City Manager | Marlene D. Best
City Attorney | Shawn D. Hagerly
City Clerk | Annette Fagan Ortiz

MEETING INFORMATION

Wednesday, August 10, 2022

6:30 p.m.

Council Chambers | Building 2

10601 Magnolia Ave • Santee, CA 92071

Staff

Assistant to the City Manager | Kathy Valverde
Community Services Director | Nicolas Chavez
Finance Director/Treasurer | Tim McDermott
Fire & Life Safety Director/Fire Chief | John Garlow
Human Resources Director | Matt Rankin
Law Enforcement | Captain Michael McNeill

TO WATCH LIVE:

AT&T U-verse channel 99 (SD Market) | Cox channel 117 (SD County)
www.cityofsanteeca.gov

IN-PERSON ATTENDANCE

Please be advised that current public health orders recommend that attendees wear face coverings while inside the Council Chambers.

LIVE PUBLIC COMMENT

Members of the public who wish to comment on matters on the City Council agenda or during Non-Agenda Public Comment may appear in person and submit a speaker slip, before the item is called. Your name will be called when it is time to speak.

PLEASE NOTE: Public Comment will be limited to 3 minutes and speaker slips will only be accepted until the item is called. The timer will begin when the participant begins speaking.



The City Council also sits as the Community Development Commission Successor Agency and the Santee Public Financing Authority. Any actions taken by these agencies are separate from the actions taken by City Council. For questions regarding this agenda, please contact the City Clerk's Office at (619) 258-4100 x114

ROLL CALL: Mayor John W. Minto
Vice Mayor Ronn Hall
Council Members Laura Koval, Rob McNelis and Dustin Trotter

LEGISLATIVE INVOCATION: Sonrise Community Church – Pastor Jerry Phillips

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR:

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

- (1) **Approval of Reading by Title Only and Waiver of Reading in Full of Ordinances and Resolutions on the Agenda. (City Clerk – Ortiz)**
- (2) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (3) **Adoption of a Resolution Authorizing the Purchase of Offsite Commercial Fleet Fuel Utilizing the WEX Fleet Card Program, per Sourcewell Contract No. 080620-WEX. (Finance/Fire – McDermott/Garlow)**
- (4) **Adoption of a Resolution Authorizing an Application for Environmental Mitigation Land Management Grant Program Funds to the San Diego Association of Governments for the Tank Hill Cactus Wren Habitat Enhancement Project, Committing to Provide Matching Funds, and Authorizing Staff to Accept Grant Funds and Execute the Grant Agreement. (Development Services – Planning)**
- (5) **Claim Against the City by Sofia Farace. (Human Resources – Rankin)**

NON-AGENDA PUBLIC COMMENT (15 minutes):

Persons wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda. This first Non-Agenda Public Comment period is limited to a total of 15 minutes. Additional Non-Agenda Public Comment is received prior to Council Reports.

CONTINUED BUSINESS:

- (6) Approve the City’s Participation in the San Diego County Sheriff’s Department “Safe Santee” Program and Authorize the City Manager to Execute the Related Memorandum of Understanding. (San Diego County Sheriff)**

Recommendation:

Approve the City’s participation in the Sheriff’s Safe Santee Program and authorize the City Manager to execute the related MOU.

- (7) Second Reading and Adoption of an Ordinance Amending Chapter 7.04 of Title 7 (“Public Peace, Morals, and Welfare”) of the Santee Municipal Code to Regulate Cannabis Businesses. (Finance – McDermott)**

Recommendation:

Adopt the Ordinance.

NEW BUSINESS:

- (8) Resolution Approving the Santee-Lakeside Emergency Medical Services Authority (“Authority”) Joint Exercise of Powers Agreement and Appointment of Commissioners to the Authority. (Fire – Garlow)**

Recommendation:

1. Adopt the Resolution Approving the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement; and
2. Appoint two (2) Council Members to serve as primary Commissioners and one (1) Council Member to serve as an alternate Commissioner, for the Santee-Lakeside Emergency Medical Services Authority Commission.

NON-AGENDA PUBLIC COMMENT (Continued):

All public comment not presented within the first Non-Agenda Public Comment period above will be heard at this time.

CITY COUNCIL REPORTS:**CITY MANAGER REPORTS:****CITY ATTORNEY REPORTS:**

CLOSED SESSION:

(9) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Gov. Code §54956.9(d)(1))

Name of case: Preserve Wild Santee v. City of Santee

Case Number: San Diego Superior Court Case No. 37-2020-00038168-CU-WM-CTL

(10) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Gov. Code §54956.9(d)(2))

Significant Exposure to Litigation: One case

ADJOURNMENT:





**BOARDS, COMMISSIONS & COMMITTEES
AUGUST & SEPTEMBER MEETINGS**

Aug	04	SPARC	Council Chamber
Aug	08	Community Oriented Policing Committee	Council Chamber
Aug	10	Council Meeting	Council Chamber
Aug	24	Council Meeting	Council Chamber
Sep	01	SPARC	Council Chamber
Sep	12	Community Oriented Policing Committee	Council Chamber
Sep	14	Council Meeting	Council Chamber
Sep	15	SMHFPC	Council Chamber
Sep	28	Council Meeting	Council Chamber

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

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

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



MEETING DATE August 10, 2022

ITEM TITLE APPROVAL OF READING BY TITLE ONLY AND WAIVER OF READING IN FULL OF ORDINANCES AND RESOLUTIONS ON THE AGENDA.

DIRECTOR/DEPARTMENT Annette Ortiz, CMC, City Clerk

SUMMARY

This Item asks the City Council to waive the reading in full of all Ordinances on the Agenda (if any) and approve their reading by title only. The purpose of this Item is to help streamline the City Council meeting process, to avoid unnecessary delay and to allow more time for substantive discussion of Items on the agenda.

State law requires that all Ordinances be read in full either at the time of introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council. (Gov. Code, § 36934). This means that each word in each Ordinance would have to be read aloud unless such reading is waived. Such reading could substantially delay the meeting and limit the time available for discussion of substantive Items. Adoption of this waiver streamlines the procedure for adopting the Ordinances on tonight's Agenda (if any), because it allows the City Council to approve Ordinances by reading aloud only the title of the Ordinance instead of reading aloud every word of the Ordinance.

The procedures for adopting Resolutions are not as strict as the procedures for adopting Ordinances. For example, Resolutions do not require two readings for passage, need not be read in full or even by title, are effective immediately unless otherwise specified, do not need to be in any particular format unless expressly required, and, with the exception of fixing tax rates or revenue amounts, do not require publication. However, like Ordinances, all Resolutions require a recorded majority vote of the total membership of the City Council. (Gov. Code § 36936).

FINANCIAL STATEMENT

N/A

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION

It is recommended that the Council waive the reading of all Ordinances and Resolutions in their entirety and read by title only.

ATTACHMENT

None

MEETING DATE August 10, 2022

ITEM TITLE PAYMENT OF DEMANDS

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

SUMMARY

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

FINANCIAL STATEMENT *TKM*

Adequate budgeted funds are available for the Payment of Demands per the attached listing.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MSB*

Approve the Payment of Demands as presented.

ATTACHMENT

- 1) Summary of Payments Issued
- 2) Voucher Lists

Payment of Demands
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
07/18/22	Accounts Payable	\$ 148,690.12
07/19/22	Accounts Payable	119,081.49
07/20/22	Accounts Payable	186,714.72
07/20/22	Accounts Payable	600.00
07/21/22	Accounts Payable	299,066.36
07/21/22	Accounts Payable	19,040.29
07/22/22	Accounts Payable	7,455.68
07/25/22	Accounts Payable	1,659,576.83
07/26/22	Accounts Payable	3,927,278.00
07/27/22	Accounts Payable	420,687.97
07/27/22	Accounts Payable	113,516.01
07/27/22	Accounts Payable	162,107.15
07/28/22	Accounts Payable	16,596.78
07/28/22	Payroll	469,684.01
08/01/22	Retiree Health	5,567.00
08/01/22	Accounts Payable	<u>80,231.08</u>
	TOTAL	<u><u>\$7,635,893.49</u></u>

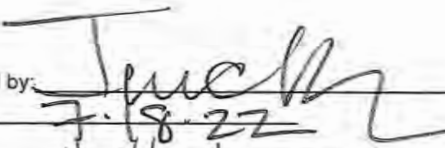
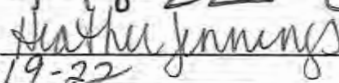
I hereby certify to the best of my knowledge and belief that the foregoing demands listing is correct, just, conforms to the approved budget, and funds are available to pay said demands.



Tim K. McDermott, Director of Finance


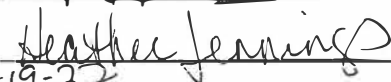
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
32174	7/18/2022	10955 DEPARTMENT OF THE TREASURY	July 22 Retirees PPE 07/06/22		FEDERAL WITHHOLDING TAX FED WITHHOLD & MEDICARE	211.00 79,668.68 Total : 79,879.68
32187	7/18/2022	10956 FRANCHISE TAX BOARD	July 22 Retirees PPE 07/06/22		CA STATE TAX WITHHELD CA STATE TAX WITHHELD	46.00 26,042.63 Total : 26,088.63
778860	7/18/2022	10959 VANTAGE TRANSFER AGENT/457	PPE 07/06/22		ICMA - 457	32,791.27 Total : 32,791.27
7777777	7/18/2022	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 07/06/22		RETIREE HSA	9,930.54 Total : 9,930.54
4 Vouchers for bank code : ubgen						Bank total : 148,690.12
4 Vouchers in this report						Total vouchers : 148,690.12

Prepared by: 
Date: 7-18-22
Approved by: 
Date: 7-19-22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
7223	7/19/2022	10353 PERS	07 22 3		RETIREMENT PAYMENT	119,081.49
Total :						119,081.49
1 Vouchers for bank code : ubgen						Bank total : 119,081.49
1 Vouchers in this report						Total vouchers : 119,081.49

Prepared by: 
Date: 7-19-22
Approved by: 
Date: 7-19-22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131027	7/20/2022	12060 ACCOUNTING PRINCIPALS	12461952	53612	TEMPORARY ACCOUNTING SPECI/	1,540.31
Total :						1,540.31
131028	7/20/2022	11460 ASBURY ENVIRONMENTAL SERVICES	1500-00830742	53482	WASTE DISPOSAL	330.67
			1500-00830857	53482	WASTE DISPOSAL	55.00
			1500-00831537	53482	WASTE DISPOSAL	85.00
Total :						470.67
131029	7/20/2022	10569 CHARLENE'S DANCE N CHEER	401		INSTRUCTOR PAYMENT	9,385.20
			402		INSTRUCTOR PAYMENT	2,520.00
Total :						11,905.20
131030	7/20/2022	12328 CINTAS FIRE 636525	020D557292	53853	ANNUAL FIRE EXTINGUISHER SER	378.08
			020D557319	53853	ANNUAL FIRE EXTINGUISHER SER	220.00
			020D557385	53853	ANNUAL FIRE EXTINGUISHER SER	708.09
Total :						1,306.17
131031	7/20/2022	11168 CTE INC CLARK TELECOM AND	3101	53954	MAGNOLIA AVE. SIGNAL UPGRADE	144,738.00
			3101 R		RETENTION	-7,236.90
Total :						137,501.10
131032	7/20/2022	14347 DIAMOND EDUCATION	1026	53595	CONTINUING EDUCATION	1,788.00
Total :						1,788.00
131033	7/20/2022	11119 FERGUSON ENTERPRISES INC	1523893	53591	PLUMBING SUPPLIES	64.98
Total :						64.98
131034	7/20/2022	10070 HAWTHORNE CAT MACHINERY	PS000938907	53446	VEHICLE REPAIR PARTS	1,306.50
Total :						1,306.50
131035	7/20/2022	10600 HINDERLITER, DE LLAMAS & ASSOC	SIN019165	53570	CANNABIS MGMT PROG	4,125.00
Total :						4,125.00
131036	7/20/2022	10256 HOME DEPOT CREDIT SERVICES	8152673	53410	EQUIPMENT REPAIR PART	45.35
Total :						45.35
131037	7/20/2022	11807 IMPERIAL SPRINKLER SUPPLY	4971131-01	53602	IRRIGATION PARTS	8.96

Bank code : ubgen


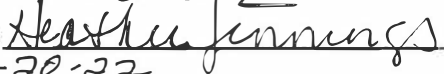
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131037	7/20/2022	11807	11807 IMPERIAL SPRINKLER SUPPLY	(Continued)		Total : 8.96
131038	7/20/2022	14567	JACOBS, CHRISTOPHER	06282022	APA CONFERENCE REIMBURSEME	145.00
						Total : 145.00
131039	7/20/2022	10204	LIFE ASSIST INC	1222918	53477 EMS SUPPLIES	798.57
				1223834	53477 EMS SUPPLIES	407.94
				1223836	53477 EMS SUPPLIES	203.97
						Total : 1,410.48
131040	7/20/2022	10174	LN CURTIS AND SONS	INV603269	53452 EQUIPMENT SUPPLIES	219.81
						Total : 219.81
131041	7/20/2022	10079	MEDICO HEALTHCARE LINEN	20627939	53546 MEDICAL LINEN SERVICE	20.62
				20627942	53546 MEDICAL LINEN SERVICE	13.01
						Total : 33.63
131042	7/20/2022	14477	MERCURY ENTERPRISES	INV112327	53754 EMS SUPPLIES	1,386.62
						Total : 1,386.62
131043	7/20/2022	10507	MITEL LEASING	903760560 JUNE2022	MONTHLY RENTAL 124690	407.11
						Total : 407.11
131044	7/20/2022	13369	NATIONWIDE MEDICAL	18360	53457 EMS SUPPLIES	159.40
						Total : 159.40
131045	7/20/2022	14613	PARRAVANO, ROWENA	06302022	ARTS & ENTERTAINMENT SUPPLIE	28.52
						Total : 28.52
131046	7/20/2022	12062	PURETEC INDUSTRIAL WATER	1990583	53592 DEIONIZED WATER SERVICE	112.66
						Total : 112.66
131047	7/20/2022	13171	SC COMMERCIAL, LLC	2162259-IN	53480 DELIVERED FUEL	1,138.28
						Total : 1,138.28
131048	7/20/2022	13554	SC FUELS	0567714-DEF	53488 DIESEL EXHAUST FLUID (DEF)	37.80
				0567714-F	53481 FLEET CARD FUELING	3,119.13

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131048	7/20/2022	13554 13554 SC FUELS	(Continued)			Total : 3,156.93
131049	7/20/2022	10585 SHARP REES-STEALY MEDICAL	369206297 369212922 369249625		MEDICAL SERVICES TB TESTING DMV EXAM	47.00 159.00 118.00 Total : 324.00
131050	7/20/2022	11072 SHOW STOPPER WAX PRODUCTS	6135	53465	VEHICLE SUPPLIES	137.92 Total : 137.92
131051	7/20/2022	14038 SINGH GROUP INC	41185	53512	DEAD ANIMAL REMOVAL SERVICE	1,334.30 Total : 1,334.30
131052	7/20/2022	11056 STANDARD ELECTRONICS	S46400 S46476 S46674	53510 53510 53510	SECURITY SYS - MONITOR, MAINT SECURITY SYS SECURITY SYS - MONITOR, MAINT	3,120.00 1,425.00 1,425.00 Total : 5,970.00
131053	7/20/2022	10257 TYLER TECHNOLOGIES INC	045-384580	53803	TYLER PERMITTING SOFTWARE IM	7,400.00 Total : 7,400.00
131054	7/20/2022	10550 UNIFORMS PLUS INC	56273	53469	CLASS B UNIFORMS	1,426.15 Total : 1,426.15
131055	7/20/2022	12480 UNITED SITE SERVICES	114-13196996	53419	PORTABLE TOILETS, TEMP FENCE	137.50 Total : 137.50
131056	7/20/2022	10148 WESTAIR GASES & EQUIPMENT INC	11460846	53713	WELDING SUPPLIES	966.24 Total : 966.24
131057	7/20/2022	10318 ZOLL MEDICAL CORPORATION	3518663	53420	EMS SUPPLIES	757.93 Total : 757.93
31 Vouchers for bank code : ubgen						Bank total : 186,714.72
31 Vouchers in this report						Total vouchers : 186,714.72

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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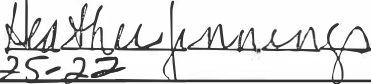
Prepared by: 
Date: 7-20-22
Approved by: 
Date: 7-20-22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
2122	7/20/2022	10429 CALPERS	100000016848568		CALPERS DIR AUTHORIZATION BIL	600.00	
						Total :	600.00
1 Vouchers for bank code : ubgen						Bank total :	600.00
1 Vouchers in this report						Total vouchers :	600.00

Prepared by: 

Date: 7-21-22

Approved by: 

Date: 7-25-22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131058	7/21/2022	10693 BOYS & GIRLS CLUB OF EAST	NPG-001		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131059	7/21/2022	10703 CAMERON FAMILY YMCA	NPG-002		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131060	7/21/2022	10333 COX COMMUNICATIONS	052335901 - JULY 22 094486701 - JULY 22		8950 COTTONWOOD AVE; JULY 22 CITY HALL GROUP BILL	187.44 3,462.04
					Total :	3,649.48
131061	7/21/2022	10058 ETS PRODUCTIONS INC	21136	53920	SANTEE SALUTES AV SERVICES	5,410.00
					Total :	5,410.00
131062	7/21/2022	10368 FIREWORKS & STAGE FX AMERICA	62722	53943	BALANCE FOR 2022 FIREWORKS	17,500.00
					Total :	17,500.00
131063	7/21/2022	14348 FIRSTWATCH SOLUTIONS, INC	FW109137		ANNUAL SUPPORT & MAINT	200.00
					Total :	200.00
131064	7/21/2022	14505 LOPEZ, MARK ALLEN	8408	53840	SUMMER CONCERTS	875.00
					Total :	875.00
131065	7/21/2022	10340 MOMENTUM TUTORING	NPG-004		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131066	7/21/2022	10336 PADRE DAM MUNICIPAL WATER DIST	2022-PD-WM		VACTOR WATER METER	2,000.00
					Total :	2,000.00
131067	7/21/2022	10344 PADRE DAM MUNICIPAL WATER DIST	90000366		GROUP BILL 05/31/2022 - 07/05/202	67,931.91
					Total :	67,931.91
131068	7/21/2022	14618 SAN YSIDRO HEALTH SANTEE FAMILY MEDICINE	NPG-006		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131069	7/21/2022	10677 SANTEE CHAMBER OF COMMERCE	NPG-005		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131070	7/21/2022	10713 SANTEE KIWANIS	NPG-003		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131071	7/21/2022	13133 SANTEE LAKES FOUNDATION	NPG-008		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131072	7/21/2022	10107 SANTEE MINISTERIAL COUNCIL	NPG-007		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131073	7/21/2022	12347 SANTEE SCHOOL DISTRICT	NPG-010		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131074	7/21/2022	14619 SANTEE-LAKESIDE ROTARY CLUB	NPG-009		ARPA NON PROFIT GRANT ASSIST/	20,000.00
					Total :	20,000.00
131075	7/21/2022	12480 UNITED SITE SERVICES	114-13192426	53950	PORTABLE TOILET AND FENCE RE	174.97
					Total :	174.97
131076	7/21/2022	10978 US BANK	6568262		CFD 2017-1 TRUSTEE ADMIN FEE	1,325.00
					Total :	1,325.00
19 Vouchers for bank code : ubgen						Bank total : 299,066.36
19 Vouchers in this report						Total vouchers : 299,066.36

Prepared by:

June Bz

Date:

7.21.22

Approved by:

Kathleen Jennings

Date:

7.21.22

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
1149	7/21/2022	10482 TRISTAR RISK MANAGEMENT	115955		WORKER'S COMPENSATION JUNE	19,040.29	
						Total :	19,040.29
1 Vouchers for bank code : ubgen						Bank total :	19,040.29
1 Vouchers in this report						Total vouchers :	19,040.29

Prepared by: 



Date: 8-1-22

Approved by: 

Date: 8/1/2022

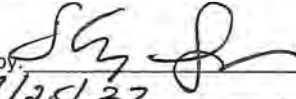
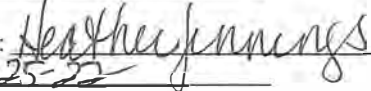
Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1151	7/22/2022	12774 LIABILITY CLAIMS ACCOUNT	06302022		MAY & JUNE LIABILITY CLAIMS	7,455.68
					Total :	7,455.68
1 Vouchers for bank code : ubgen						Bank total : 7,455.68
1 Vouchers in this report						Total vouchers : 7,455.68

Prepared by: 
Date: 8.1.22
Approved by: 
Date: 8/1/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1142	7/25/2022	10401 US BANK TRUST	2027524		TARB 2016A; SEMI-ANNUAL DEBT S	1,659,576.83
						Total : 1,659,576.83
1 Vouchers for bank code : ubgen						Bank total : 1,659,576.83
1 Vouchers in this report						Total vouchers : 1,659,576.83

Prepared by: 
Date: 7/25/22
Approved by: 
Date: 7-25-22

Bank code : ubgen

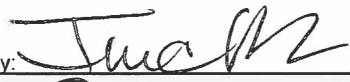

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
139222	7/26/2022	10429 CALPERS	100000016852002		UNFUNDED LIABILITY MISC PLAN 1	1,544,888.00
Total :						1,544,888.00
139322	7/26/2022	10429 CALPERS	100000016852014		UNFUNDED LIABILITY SAFETY PLA	2,353,342.00
Total :						2,353,342.00
2203422	7/26/2022	10429 CALPERS	100000016852025		UNFUNDED LIABILITY SAFETY PLA	4,314.00
Total :						4,314.00
2203522	7/26/2022	10429 CALPERS	100000016852035		UNFUNDED LIABILITY MISC PLAN 2	5,815.00
Total :						5,815.00
2563022	7/26/2022	10429 CALPERS	100000016852046		UNFUNDED LIABILITY SAFETY PLA	10,012.00
Total :						10,012.00
2695522	7/26/2022	10429 CALPERS	100000016852056		UNFUNDED LIABILITY MISC PLAN 2	8,907.00
Total :						8,907.00

6 Vouchers for bank code : ubgen

Bank total : 3,927,278.00

6 Vouchers in this report

Total vouchers : 3,927,278.00

Prepared by: 
 Date: 8-1-22
 Approved by: 
 Date: 8/1/2022

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131077	7/27/2022	10010 ALLIANT INSURANCE SERVICES INC	06/30/2022		SPECIAL EVENT INSURANCE 2ND	737.00
					Total :	737.00
131078	7/27/2022	14306 AZTEC LANDSCAPING, INC	J1160 J1187	53493 53493	CUSTODIAL SERVICES - PARKS CUSTODIAL SERVICES - PARKS	4,184.71 167.19
					Total :	4,351.90
131079	7/27/2022	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS JUNE 2022		LEGAL SVCS JUNE 2022	82,743.35
					Total :	82,743.35
131080	7/27/2022	10668 CALIFORNIA BUILDING STANDARDS	APRIL-JUNE 2022		APRIL - JUNE 2022 SB1473 FEES	1,026.00
					Total :	1,026.00
131081	7/27/2022	10478 CALIFORNIA DEPARTMENT OF	USE TAX APR-JUNE2022		USE TAX APRIL - JUNE 2022	576.88
					Total :	576.88
131082	7/27/2022	10876 CANON SOLUTIONS AMERICA INC	4040512781	53552	PLOTTER MAINT. & USAGE	22.64
					Total :	22.64
131083	7/27/2022	12860 COLANTUONO, HIGHSMITH &	52592		SDCOE CONSORTIUM	36.08
					Total :	36.08
131084	7/27/2022	12153 CORODATA RECORDS	RS4808414	53565	RECORD STORAGE, RETRIEVEL &	630.90
					Total :	630.90
131085	7/27/2022	11862 CORODATA SHREDDING INC	DN1368129	53566	SECURE DESSTRUCTION SERVICE	49.82
					Total :	49.82
131086	7/27/2022	10171 COUNTY OF SAN DIEGO AUDITOR &	06/2022 AGENCY REV 06/2022 DMV REVENUE 06/2022 PHOENIX REV		06/2022 AGENCY PARK CITE REPT 06/2022 DMV PARK CITE REPT 06/2022 PHOENIX CITE REV REPT	136.25 218.75 1,229.25
					Total :	1,584.25
131087	7/27/2022	10358 COUNTY OF SAN DIEGO	22CTOFSAN12 22CTOFSASN12	53559 53508	SHERIFF RADIOS 800 MHZ RADIO ACCESS	3,705.00 1,814.50
					Total :	5,519.50

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131088	7/27/2022	10142 CSA SAN DIEGO COUNTY	777	53684	CDBG SUBRECIPIENT	695.29
Total :						695.29
131089	7/27/2022	11168 CTE INC CLARK TELECOM AND	3128 3128 R	53954	MAGNOLIA AVE. SIGNAL UPGRADE RETENTION	201,619.00 -10,080.95
Total :						191,538.05
131090	7/27/2022	10046 D MAX ENGINEERING INC	7307	53613	STORM WATER PROGRAM ASSIST,	18,735.17
Total :						18,735.17
131091	7/27/2022	13129 DAVID TURCH AND ASSOCIATES	07142022	53644	DAVID TURCH & ASSOCIATES AGR	10,000.00
Total :						10,000.00
131092	7/27/2022	10433 DEPARTMENT OF CONSERVATION	APRIL-JUNE 2022		APRIL - JUNE 2022 SMIP FEES	3,516.34
Total :						3,516.34
131093	7/27/2022	11017 DIVISION OF THE STATE	AB1379 APR-JUNE 2022		AB1379 APR - JUNE 2022	199.20
Total :						199.20
131094	7/27/2022	13044 FIELDTURF USA, INC	688614	53568	FY21/22 SYNTHETIC TURF MAINTENANCE	5,742.76
Total :						5,742.76
131095	7/27/2022	12760 FOCUS PSYCHOLOGICAL	SANTEE2022-6	53523	COUNSELING SERVICES	800.00
Total :						800.00
131096	7/27/2022	10246 HUDSON SAFETY T LITE RENTALS	00112810	53693	TRAFFIC SIGNS, MATERIALS & SUPPLIES	2,468.10
Total :						2,468.10
131097	7/27/2022	10204 LIFE ASSIST INC	1221799	53477	EMS SUPPLIES	726.67
Total :						726.67
131098	7/27/2022	10174 LN CURTIS AND SONS	INV609919	53792	SAFETY APPAREL	729.52
Total :						729.52
131099	7/27/2022	10538 MEALS ON WHEELS	4-21-22	53677	CDBG SUBRECIPIENT	1,230.00
Total :						1,230.00
131100	7/27/2022	10085 NATIONAL SAFETY COMPLIANCE INC	90471		DRUG/ALCOHOL TESTING	214.19

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131100	7/27/2022	10085	10085 NATIONAL SAFETY COMPLIANCE INC (Continued)			Total : 214.19
131101	7/27/2022	14559	PATHSOLUTIONS INC	6341	53829 RISK ASSESSMENT SOFTWARE	12,390.00
						Total : 12,390.00
131102	7/27/2022	10101	PROFESSIONAL MEDICAL SUPPLY	b019706	53412 OXYGEN CYLINDERS & REFILLS	135.00
				B019707	53412 OXYGEN CYLINDERS & REFILLS	9.00
				B019708	53412 OXYGEN CYLINDERS & REFILLS	81.00
						Total : 225.00
131103	7/27/2022	13554	SC FUELS	0571799-F	53481 FLEET CARD FUELING	1,927.03
						Total : 1,927.03
131104	7/27/2022	14284	SDI PRESENCE LLC	9984	53800 SANTEE LMS PROCUREMENT	20,562.50
						Total : 20,562.50
131105	7/27/2022	10837	SOUTHWEST TRAFFIC SIGNAL	81676	53587 TRAFFIC SIGNAL MAINTENANCE	11,294.68
				81692	53587 USA MARKOUTS	732.24
				81693	53587 TRAFFIC SIGNAL SERVICE CALLS	2,549.18
						Total : 14,576.10
131106	7/27/2022	14240	SPICER CONSULTING GROUP	1066	53572 SPECIAL DISTRICTS ADMIN-JUNE 2	2,656.25
						Total : 2,656.25
131107	7/27/2022	10027	STATE OF CALIFORNIA	591101	FINGERPRINT COST	128.00
						Total : 128.00
131108	7/27/2022	10119	STEVEN SMITH LANDSCAPE INC	4987206	53418 A 2 LANDSCAPE SERVICES	251.73
				49887	53418 A 2 LANDSCAPE SERVICES	1,167.13
				49889	53417 A 1 LANDSCAPE SERVICES	31,572.26
						Total : 32,991.12
131109	7/27/2022	14354	TRILOGY MEDWASTE WEST, LLC	1117925	BIOMEDICAL WASTE DISPOSAL	129.33
				1117926	BIOMEDICAL WASTE DISPOSAL	254.48
						Total : 383.81
131110	7/27/2022	10133	UNDERGROUND SERVICE ALERT	620220690	53563 DIG ALERT SERVICES	203.05
				dsb20211779	53563 DIG ALERT SERVICES - STATE FEE	49.91

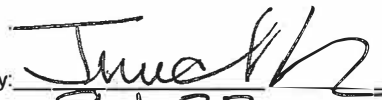

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131110	7/27/2022	10133	10133 UNDERGROUND SERVICE ALERT (Continued)			Total : 252.96
131111	7/27/2022	14097	VOICES FOR CHILDREN 4-2022	53682	CDBG SUBRECIPIENT	721.59
						Total : 721.59
35 Vouchers for bank code : ubgen						Bank total : 420,687.97
35 Vouchers in this report						Total vouchers : 420,687.97

Prepared by: 
Date: 7/27/22
Approved by: 
Date: 7/27/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72373	7/27/2022	10955 DEPARTMENT OF THE TREASURY	PPE 07/20/22		FED WITHHOLD & MEDICARE	113,516.01
					Total :	113,516.01
					1 Vouchers for bank code : ubgen	Bank total : 113,516.01
					1 Vouchers in this report	Total vouchers : 113,516.01

Prepared by: 
Date: 8.1.22
Approved by: 
Date: 8/1/2022

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131112	7/27/2022	12060 ACCOUNTING PRINCIPALS	12465356	53986	TEMPORARY ACCOUNTING SPECI/	1,665.20
					Total :	1,665.20
131113	7/27/2022	14241 ALL-AMERICAN LEADERSHIP	20374	53972	ONLINE LEADERSHIP TRAINING PF	9,600.00
					Total :	9,600.00
131114	7/27/2022	11445 AMERICAN MESSAGING	L1072898WG		FD PAGER SERVICE	198.85
					Total :	198.85
131115	7/27/2022	10006 AMERICAN PLANNING ASSOCIATION	070643-2273 190356-2273		MEMBERSHIP RENEWAL MEMBERSHIP RENEWAL	788.00 398.00
					Total :	1,186.00
131116	7/27/2022	10412 AT&T	000018523270		TELEPHONE	828.98
					Total :	828.98
131117	7/27/2022	12951 BERRY, BONNIE F.	August 1, 2022		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
131118	7/27/2022	14631 BIG ROCK MARKET	Ref000080495		DUPLICATE APPLICATION REFUND	99.00
					Total :	99.00
131119	7/27/2022	11513 BOND, ELLEN	08012022-263		MEADOWBROOK HARDSHIP PROC	77.47
					Total :	77.47
131120	7/27/2022	11402 CARROLL, JUDI	08012022-96		MEADOWBROOK HARDSHIP PROC	77.66
					Total :	77.66
131121	7/27/2022	10032 CINTAS CORPORATION #694	4124496938	53959	MISC RENTAL SERVICE	79.71
					Total :	79.71
131122	7/27/2022	11409 CLAYTON, SYLVIA	08012022-340		MEADOWBROOK HARDSHIP PROC	81.27
					Total :	81.27
131123	7/27/2022	10405 CLEANTECH SAN DIEGO	1686		MEMBERSHIP RENEWAL	5,000.00
					Total :	5,000.00

Voucher List
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131124	7/27/2022	10268 COOPER, JACKIE	August 1, 2022		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
131125	7/27/2022	10171 COUNTY OF SAN DIEGO	LC22-74		LAFCO COST SHARE FY 22-23	17,517.83
					Total :	17,517.83
131126	7/27/2022	10333 COX COMMUNICATIONS	063453006-JULY22 064114701- JULY22 112256001-JULY22		9534 VIA ZAPADOR 8115 ARLETTE ST 9130 CARLTON OAKS DR	94.53 194.73 93.72
					Total :	382.98
131127	7/27/2022	13374 GRANICUS LLC	152898		WEBSITE HOSTING SERVICES	13,506.10
					Total :	13,506.10
131128	7/27/2022	13558 KIFER HYDRAULICS CO, INC	72144	53887	EQUIPMENT REPAIR PARTS	29.23
					Total :	29.23
131129	7/27/2022	10300 LANGUAGE LINK	165846	53963	ELECTION TRANSLATION SERVICE	610.00
					Total :	610.00
131130	7/27/2022	10204 LIFE ASSIST INC	1225816 1226112	53891 53891	EMS SUPPLIES EMS SUPPLIES	261.97 421.55
					Total :	683.52
131131	7/27/2022	14499 MARSHALL, NANCY J	August 1, 2022		RETIREE HEALTH PAYMENT	91.00
					Total :	91.00
131132	7/27/2022	13777 NETFILE, INC.	8070		SOFTWARE SUBSCRIPTION RENE	6,000.00
					Total :	6,000.00
131133	7/27/2022	10344 PADRE DAM MUNICIPAL WATER DIST	29700016-JUNE22 90000367-JULY22		CONSTRUCTION METER GROUP BILL	269.45 60,118.99
					Total :	60,388.44
131134	7/27/2022	11442 PATTERSON, LUANNE	08012022-225		MEADOWBROOK HARDSHIP PROC	74.92
					Total :	74.92
131135	7/27/2022	12237 RAYON, KYLE	August 1, 2022		RETIREE HEALTH PAYMENT	91.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131135	7/27/2022	12237 12237 RAYON, KYLE	(Continued)			Total : 91.00
131136	7/27/2022	10108 SAN DIEGO ASSOC OF GOVERNMENTS	AR174578		MEMBER ASSESSMENT	24,349.00
						Total : 24,349.00
131137	7/27/2022	13171 SC COMMERCIAL, LLC	2167035-IN 2169100-IN	53902 53902	DELIVERED FUEL DELIVERED FUEL	864.31 1,007.62
						Total : 1,871.93
131138	7/27/2022	13554 SC FUELS	0574124-F	53947	FLEET CARD FUELING	834.54
						Total : 834.54
131139	7/27/2022	14500 SPROUT SOCIAL INC.	INV-23770		SOCIAL MEDIA MGMT SOFTWARE	14,304.00
						Total : 14,304.00
131140	7/27/2022	11403 ST. JOHN, LYNNE	08012022-78		MEADOWBROOK HARDSHIP PROG	77.79
						Total : 77.79
131141	7/27/2022	10217 STAPLES ADVANTAGE	3512216451 3512283383	53935 53935	OFFICE SUPPLIES - FINANCE OFFICE SUPPLIES - FINANCE	690.57 149.07
						Total : 839.64
131142	7/27/2022	10475 VERIZON WIRELESS	9910847052		CELL PHONE SERVICE	1,257.09
						Total : 1,257.09
131143	7/27/2022	12930 WILLIAMS, ROCHELLE M.	August 1, 2022		RETIREE HEALTH PAYMENT	91.00
						Total : 91.00
131144	7/27/2022	12641 WITTORFF, VICKY DENISE	August 1, 2022		RETIREE HEALTH PAYMENT	31.00
						Total : 31.00
33 Vouchers for bank code : ubgen						Bank total : 162,107.15
33 Vouchers in this report						Total vouchers : 162,107.15

Bank code : ubgen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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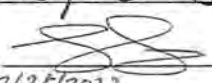
Prepared by: 
Date: 7/27/22
Approved by: 
Date: 7/27/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131145	7/28/2022	12724 AMERICAN FIDELITY ASSURANCE	D480521		VOLUNTARY LIFE INS-AM FIDELITY	4,802.44
					Total :	4,802.44
131146	7/28/2022	12722 FIDELITY SECURITY LIFE	165341164		EYEMED - VOLUNTARY VISION	1,019.80
					Total :	1,019.80
131147	7/28/2022	10508 LIFE INSURANCE COMPANY OF	July 2022		LIFE/LTD INSURANCE	2,723.41
					Total :	2,723.41
131148	7/28/2022	14452 MEDICAL AIR SERVICES ASSC, MASA	1301385		MEDICAL AIR TRANSPORT SVCS	98.00
					Total :	98.00
131149	7/28/2022	14458 METROPOLITAN LIFE INSURANCE	72635621		VOLUNTARY LEGAL	210.00
					Total :	210.00
131150	7/28/2022	10784 NATIONAL UNION FIRE INSURANCE	July 2022		VOLUNTARY AD&D	74.50
					Total :	74.50
131151	7/28/2022	10335 SAN DIEGO FIREFIGHTERS FEDERAL	July 2022		LONG TERM DISABILITY-SFFA	1,445.50
					Total :	1,445.50
131152	7/28/2022	10424 SANTEE FIREFIGHTERS	PPE 07/20/22		DUES/PEC/BENEVOLENT/BC EXP	3,260.47
					Total :	3,260.47
131153	7/28/2022	12892 SELMAN & COMPANY, LLC	July 2022		ID THEFT PROTECTION	180.00
					Total :	180.00
131154	7/28/2022	10776 STATE OF CALIFORNIA	PPE 07/20/22		WITHHOLDING ORDER	449.53
					Total :	449.53
131155	7/28/2022	14467 TEXAS LIFE INSURANCE COMPANY	SM0F0U20220714001		VOLUNTARY INS RIDERS	110.35
					Total :	110.35
131156	7/28/2022	10001 US BANK	PPE 07/20/22		PARS RETIREMENT	1,470.94
					Total :	1,470.94
131157	7/28/2022	14600 WASHINGTON STATE SUPPORT	PPE 07/20/22		WITHHOLDING ORDER	751.84

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131157	7/28/2022	14600	14600 WASHINGTON STATE SUPPORT	(Continued)		Total : 751.84
13 Vouchers for bank code : ubgen						Bank total : 16,596.78
13 Vouchers in this report						Total vouchers : 16,596.78

Prepared by: 
Date: 7/28/22
Approved by: 
Date: 7/28/2022

Payroll Processing Report
CITY OF SANTEE
7/7/2022 to 7/20/2022-2 Cycle b

EARNINGS SECTION					DEDUCTIONS SECTION				LEAVE SECTION				
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
					rhsabc	27,652.88	553.06						
					roth	38,446.28	6,271.09						
					sb-1		69.75						
					sb-3		50.22						
					sffa		2,698.27						
					sfapc		428.64						
					st1cs3	98,316.80	2,949.52	-2,949.52					
					st2cs3	13,061.79	391.85	-391.85					
					textlif		55.16						
					vaccpr		588.10						
					vaccpt		279.79						
					vcanpr		445.15						
					vcanpt		159.20						
					vgcipt		88.81						
					vision		475.77						
					voladd		37.21						
					voldis		234.94						
					vollif		250.57						
					vollpb			-250.57					
Grand Totals	14,837.83		728,089.08				258,405.07	73,634.80					

Gross:	728,089.08
Net:	469,684.01

<< No Errors / 11 Warnings >>

Handwritten initials

Transfer

PE 7/20/22

Pay Date 7/28/22

EARNINGS SECTION					DEDUCTIONS SECTION			LEAVE SECTION					
Type	Hours/units	Rate	Amount	Src	Plan	Base Wages	Deduction	Benefit/Cont	LvPlan	Accrued	Taken	Banked	Lost
Grand Totals					Employees: 32								
reth			5,824.00		catax	5,824.00	46.00						
					fedtax	5,824.00	211.00						
Grand Totals	0.00		5,824.00				257.00	0.00					

Gross:	5,824.00
Net:	5,567.00

<< No Errors / No Warnings >>

HJ

*Transfer
August Retiree Health*

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
72385	8/1/2022	10956 FRANCHISE TAX BOARD	PPE 07/20/22		CA STATE TAX WITHHELD	39,161.63	
						Total :	39,161.63
786981	8/1/2022	10959 VANTAGE TRANSFER AGENT/457	PPE 07/20/22		ICMA - 457	36,744.74	
						Total :	36,744.74
786982	8/1/2022	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 07/20/22		RETIREE HSA	4,324.71	
						Total :	4,324.71
3 Vouchers for bank code : ubgen						Bank total :	80,231.08
3 Vouchers in this report						Total vouchers :	80,231.08

Prepared by: 

Date: 8-1-22

Approved by: 

Date: 8/1/2022

MEETING DATE August 10, 2022

ITEM TITLE RESOLUTION AUTHORIZING THE PURCHASE OF OFFSITE COMMERCIAL FLEET FUEL UTILIZING THE WEX FLEET CARD PROGRAM, PER SOURCEWELL CONTRACT NO. 080620-WEX

DIRECTOR/DEPARTMENT Tim K. McDermott, Finance *HS for TM*
John Garlow, Fire Chief

SUMMARY

The City's current contract with SC Fuels for offsite fuel purchases will expire on August 30, 2022. In order for City vehicles to access SC Fuels, staff must drive to the closest location which is in El Cajon. This proposed new contract will allow staff to use fleet payment solutions for gas purchases at most gas stations, thus reducing staff time and gas costs. Other benefits include purchasing gas in Santee and reducing wear and tear on vehicles. Santee Municipal Code Section 3.24.130(A) authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest. In June 2020, Sourcewell, a State of Minnesota local government agency and service cooperative, issued Request for Proposals (RFP) #080620 for Fleet Payment Solutions with Related Services. Based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to sell and deliver services, WEX Bank was awarded Contract #080620-WEX for an initial term through September 7, 2024, with the option to extend up to one additional one-year period. Staff has evaluated the pricing, products, support and the WEX network facilities for offsite fleet fueling provided by this contract, and the purchasing agent and fleet manager have determined that utilization of Contract #080620-WEX would be in the City's best interest.

Santee Municipal Code Section 3.24.180 requires City Council approval of all contracts exceeding \$25,000 in any single fiscal year. Staff recommends utilizing Sourcewell Contract #080620-WEX to purchase as needed offsite fleet fuel in the current estimated annual amount of \$144,000 with an initial term of August 31, 2022 through September 7, 2024.

FINANCIAL STATEMENT *HS for TM*

The estimated annual expenditure under the proposed agreement is \$144,000. Adequate funding for the current fiscal year cost of this agreement is included in the adopted FY 2022-23 Fire Department operating budget.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MSB*

Adopt the attached resolution authorizing the use of Sourcewell WEX Bank Fleet Card and Related Services Contract #080620-WEX for offsite commercial fleet fueling for City vehicles and equipment through September 7, 2024, authorizing the City Manager to execute all related documents and authorizing the City Manager to approve a one-year option to renew.

ATTACHMENT

Resolution



RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE PURCHASE OF OFFSITE COMMERCIAL FLEET FUEL UTILIZING THE WEX FLEET CARD PROGRAM, PER SOURCEWELL CONTRACT # 080620-WEX

WHEREAS, the City of Santee ("City") is in need of cost effective and reliable local offsite commercial fleet fueling services; and

WHEREAS, Santee Municipal Code 3.24.130(A) authorizes the City to join with other public jurisdictions in cooperative purchasing plans or programs as determined by the purchasing agent to be in the City's best interest; and

WHEREAS, in November 2020, Sourcewell, a State of Minnesota local government agency and service cooperative, issued a Request for Proposals (RFP) #080620 for Fleet Payment Solutions with Related Services using a competitive request for proposals process; and

WHEREAS, based on evaluation criteria including pricing, breadth and quality of products, customer support and ability to sell and deliver services, WEX Bank was awarded Contract #080620-WEX for a term through September 7, 2024; and

WHEREAS, Staff recommends utilizing Sourcewell Contract #080620-WEX to purchase as-needed off-site fleet fuel in the current estimated annual amount of \$144,000; and

WHEREAS, Santee Municipal Code Section 3.24.180 requires City Council approval of all purchases of supplies, material and equipment exceeding \$25,000.

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

1. Authorizes the purchase of as-needed offsite fleet fuel for City vehicles and equipment effective August 31, 2022 through September 7, 2024, utilizing the WEX Fleet Card Program, per Sourcewell Contract #080620-WEX; and
2. Authorizes the City Manager to execute all related documents; and
3. Authorizes the City Manager to approve one (1) additional one-year option to renew if Contract #080620-WEX is renewed by Sourcewell and WEX Bank.

RESOLUTION NO. ____

ADOPTED by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 10th day of August, 2022, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:


JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE August 10, 2022

ITEM TITLE RESOLUTION AUTHORIZING AN APPLICATION FOR ENVIRONMENTAL MITIGATION LAND MANAGEMENT GRANT PROGRAM FUNDS TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE TANK HILL CACTUS WREN HABITAT ENHANCEMENT PROJECT, COMMITTING TO PROVIDE MATCHING FUNDS, AND AUTHORIZING STAFF TO ACCEPT GRANT FUNDS AND EXECUTE THE GRANT AGREEMENT

DIRECTOR/DEPARTMENT Chris Jacobs, Development Services 

SUMMARY In November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the TransNet ½ cent sales and use tax through 2048 (TransNet Ordinance). The TransNet Extension Ordinance contains provisions for the creation of an Environmental Mitigation Program (EMP), which was funded by the TransNet Ordinance on April 1, 2008. On October 25, 2021, SANDAG issued its Cycle 10 call for projects from entities wishing to apply for a portion of the EMP Regional Habitat Conservation grant funds for use on environmental land management projects meeting certain criteria. The City of Santee has applied to receive EMP Regional Habitat Conservation grant funds to plant cactus on the southern portion of the Tank Hill site located at the eastern terminus of Hillcreek Road along the San Diego River as part of a Cactus Wren Habitat Enhancement Project. The City has been awarded a grant in the amount of \$190,338 to extend overall cactus scrub size from three to five acres over a three-year period. The project goal is to enhance existing cactus wren stands to increase available nesting habitat and improve connectivity between known occurrences of coastal cactus wren within the City of Santee. The project also includes the removal of nonnative invasive black mustard and completion of a long-term site-specific resource management plan to complement the City's preserve system. A condition of the grant award includes the requirement for the City Council to adopt the attached Resolution.

With the grant award made by SANDAG to fund the Tank Hill Cactus Wren Habitat Enhancement Project, the City commits to:

- i) Providing in-kind contributions up to the amount set forth in the grant application (\$9,000); and
- ii) Authorizing the City Manager or designee to accept the grant funds; and
- iii) Authorizing execution of the Grant Agreement included in the Cycle 10 call for projects with SANDAG.

The City of Santee intends to hire consultants to assist the City to plan and implement the project. Consultant agreements will be brought forward to the City Council for authorization at a later date. The grant application envisions that Consultants will lead the Boys and Girls Club of East County on four nature walks per year (12 total) along the San Diego River Trail and



Tank Hill site and provide a synopsis of the restoration project as well as education of general conservation and natural history for the area. These nature walks will constitute the required in-kind contribution of the grant.

ENVIRONMENTAL REVIEW The application for EMP Regional Habitat Conservation grant funds to fund the Tank Hill Cactus Wren Habitat Enhancement Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15333 (Small Habitat Restoration Projects), as it involves extending cactus scrub size from three to five acres over a three-year period to, in part, enhance cactus wren habitat. None of the exceptions to the categorical exemptions found in State CEQA Guidelines Section 15300.2 apply to the Project. Further, this action is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) as there is no possibility of a significant impact on the environment.

FINANCIAL STATEMENT *jm*

Environmental Mitigation Program Regional Habitat Conservation grant funds would cover this cost. Local matching contributions up to the amount set forth in the grant application (valued at \$9,000) are required for this grant and will be provided in the form of an in-kind contribution. Therefore, no actual monetary cost to the City is anticipated for this project.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *msb*

Adopt the attached Resolution authorizing the City Manager to submit an Environmental Mitigation Program Grant application and to execute an Environmental Mitigation Program Grant contract for the Tank Hill Cactus Wren Habitat Enhancement Project.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN APPLICATION FOR ENVIRONMENTAL MITIGATION LAND MANAGEMENT GRANT PROGRAM FUNDS TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE TANK HILL CACTUS WREN HABITAT ENHANCEMENT PROJECT, COMMITTING TO PROVIDE MATCHING FUNDS, AND AUTHORIZING STAFF TO ACCEPT GRANT FUNDS AND EXECUTE GRANT AGREEMENT

WHEREAS, in November 2004, the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the *TransNet* ½ cent sales and use tax through 2048 (*TransNet* Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance contains provisions for the creation of an Environmental Mitigation Program (EMP), which began being funded by the *TransNet* Ordinance on April 1, 2008; and

WHEREAS, on October 25, 2021, SANDAG issued its Cycle 10 call for projects from entities wishing to apply for a portion of the EMP Regional Habitat Conservation grant funds for use on environmental land management projects meeting certain criteria; and

WHEREAS, the City of Santee wishes to receive EMP Regional Habitat Conservation grant funds for the following project: the Tank Hill Cactus Wren Habitat Enhancement Project; and

WHEREAS, the City of Santee understands that the EMP Regional Habitat Conservation grant funding is fixed at the programmed amount, and therefore project cost increases that exceed the grant awarded will be the sole responsibility of the grantee.

NOW, THEREFORE, BE IT RESOLVED by the City of Santee City Council that the City Manager or designee is authorized to submit an application to SANDAG's EMP Regional Habitat Conservation Grant Program for the Tank Hill Cactus Wren Habitat Enhancement Project; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund the Tank Hill Cactus Wren Habitat Enhancement Project, the City of Santee City Council commits to providing matching funds and / or in-kind contributions up to the amount set forth in its grant application; authorizes the City of Santee staff to accept the grant funds; and authorizes execution of the Grant Agreement included in the Cycle 10 call for projects with SANDAG without exceptions.

ADOPTED by the City Council of the City of Santee California, at a Regular Meeting thereof held this 10th day of August, 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

MEETING DATE August 10, 2022

ITEM TITLE CLAIM AGAINST THE CITY BY SOFIA FARACE

DIRECTOR/DEPARTMENT Matt Rankin, Director of Human Resources *MR*

SUMMARY

A claim was filed against the City by Sofia Farace. The claim has been reviewed by the City's Director of Human Resources prior to bringing it forward for consideration. The Director of Human Resources recommends the claim be rejected as provided in Government Code Section 913.

The claim documents are on file in the Office of the City Clerk for Council reference.

FINANCIAL STATEMENT *fm*

There is no financial impact to the City by rejecting the claim.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MSB*

Reject claim as per Government Code Section 913.

ATTACHMENT

None

MEETING DATE August 10, 2022

ITEM TITLE APPROVE THE CITY'S PARTICIPATION IN THE SAN DIEGO COUNTY SHERIFF'S DEPARTMENT "SAFE SANTEE" PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RELATED MEMORANDUM OF UNDERSTANDING

DIRECTOR/DEPARTMENT Michael McNeill, Sheriff Captain

SUMMARY

On April 27, 2022, the San Diego County Sheriff's Department ("Sheriff") presented to the City Council a proposed video-sharing program known as "Safe Santee" that would allow local businesses and residents to share live video footage with the Sheriff in order to facilitate the monitoring of various locations throughout the City. Safe Santee would be a strictly voluntary program for those who elect to share live video footage from their own cameras, or any recordings from those cameras that the Sheriff believes may have evidentiary value in an investigation.

At the April 27, 2022 meeting, the City Council asked the Sheriff to advise the City on how to manage potential risks for those who voluntarily participate in Safe Santee. The Sheriff will address City Council's concerns and will further discuss Safe Santee, which, if approved, would be a collaboration between the community, businesses, the City, and the Sheriff.

If the City Council approves Safe Santee and authorizes the City Manager to execute the MOU, then the Sheriff will be responsible for the administration and operation of Safe Santee, and will defend and indemnify the City from any claim or proceeding to the extent those claims arise out of acts of the Sheriff related to Safe Santee. The City will agree to share the use of the City logo for the program.

FINANCIAL STATEMENT *AS-105 TM*

The Safe Santee Program will be exclusively operated and administered by the Sheriff so will only result in incidental costs to the City.

CITY ATTORNEY REVIEW N/A Completed

RECOMMENDATION *MDB*

Approve the City's participation in the Sheriff's Safe Santee Program and authorize the City Manager to execute the related MOU.

ATTACHMENTS

Memorandum of Understanding – Safe Santee Program
PowerPoint presentation from April 27, 2022 Council Meeting

**Memorandum of Understanding
Between
the San Diego County Sheriff's Department
and
the City of Santee**

For the Sheriff's Safe Santee Program

Parties

This Memorandum of Understanding ("MOU") is made between the County of San Diego Sheriff's Department ("SHERIFF") and the City of Santee, a California municipal corporation and charter city ("CITY"). The parties to this MOU may be referred to herein collectively as the "Parties" or individually as a "Party".

Recitals

WHEREAS, the SHERIFF has created a video-sharing program, known as the Safe Santee program, that allows local businesses and residents to share live video footage with the SHERIFF in order to facilitate the monitoring of various locations throughout the City of Santee ("PROGRAM"); and

WHEREAS, the City desires to cooperate with the SHERIFF in implementing the PROGRAM.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.
2. **Responsibility of SHERIFF:** SHERIFF agrees to manage PROGRAM. This includes accessing live video footage from local businesses and residents that choose to voluntarily share live video footage. Video recordings may be voluntarily collected from the individual or business if SHERIFF believes that the video has evidentiary value on an investigation.
3. **Responsibility of CITY:** CITY authorizes SHERIFF to utilize CITY logo for PROGRAM. CITY acknowledges that SHERIFF will manage PROGRAM within CITY.
4. **Administration of MOU:** Each Party identifies the following individual to serve as the authorized administrative representative for that Party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change shall become effective upon the receipt of such written notice by the other Party to this MOU. Notice of the authorized representative shall be sent to each Party as follows:

<u>Sheriff Representative</u>	<u>City Representative</u>
Captain Michael Rand Captain 2751 Alpine Blvd. Alpine, CA 91901 Telephone: 619-956-4002 Email Address: Michael.Rand@sdsheriff.org	Marlene Best City Manager 10601 Magnolia Avenue Santee, California 92071 Telephone: 619-258-4100 x. 295 Email Address: mbest@CityofSanteeCa.gov

5. **Representation:** The SHERIFF represents that it is operating the PROGRAM in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted.
6. **Public Records Act:** SHERIFF and CITY are public agencies subject to the disclosure requirements of the California Public Records Act (“CPRA”). If either SHERIFF or CITY are subject to a CPRA request from a third party for records related to the PROGRAM, SHERIFF will be solely responsible for responding to the CPRA request for records in SHERIFF's possession and producing the relevant records. As it relates to SHERIFF documents, SHERIFF shall determine, at its sole discretion, whether information requested is or is not subject to disclosure under the CPRA. As it relates to documents solely in the possession of CITY, CITY will determine whether information requested is or is not subject to disclosure under the CPRA and produce the relevant records, after consulting with SHERIFF if necessary.
7. **Indemnity:** SHERIFF hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, to the extent arising out of the acts or omissions of SHERIFF in the performance of this MOU. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve SHERIFF of any obligation imposed by this MOU. CITY shall notify SHERIFF promptly of any claim, action or proceeding and cooperate fully in the defense. This provision shall in no way modify or supersede the defense and indemnification provisions of Section VI of the Agreement between the City of Santee, the County of San Diego, and the San Diego County Sheriff for General and Specialized Law Enforcement and Traffic Services.
8. **Governing Law:** This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
9. **Third Party Beneficiaries Excluded:** This MOU is intended solely for the benefit of the SHERIFF and CITY. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third Parties is specifically prohibited.

10. **Amendments to MOU:** Any party may propose amendments to this MOU by providing written notice of such amendments to the other Party. This MOU may only be amended by a written amendment signed by all Parties.
11. **Severability:** If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
12. **Full Agreement:** This MOU represents the full and entire agreement between the Parties and supersedes any prior written or oral agreements that may have existed.
13. **Scope of MOU:** This MOU only applies to the PROGRAM described herein and does not set forth any additional current or future obligations or agreements between the Parties, except that the Parties may by written amendment amend the scope of this MOU.
14. **Term:** This MOU shall become effective on the date all the Parties have signed this MOU and shall continue for five (5) years.
15. **Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOU for convenience in whole or in part, with a 30-day advance notice to the respective Parties.
16. **Counterparts:** This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
17. **Representations and Warranties:** Each of the Parties to this MOU represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Party's respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, this MOU is entered into by the SHERIFF and CITY by and through the signature of the Parties' authorized representative(s), all as set forth below.

COUNTY OF SAN DIEGO SHERIFF'S
DEPARTMENT,
a public agency

CITY OF SANTEE,
a California Charter City

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP,

By: _____
Shawn Hagerty
City Attorney

SAFE SANTEE

**SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT**



April 27, 2022 Presentation



Community Connect

- ▶ A video sharing framework that facilitates public/private collaboration to improve urban safety.
- ▶ Reinforces the concept of community policing.
- ▶ Empowers the public to participate and work towards public safety, economic growth, and operational efficiency.

▶ Two ways to participate:

▶ Registered Users

- ▶ Simply advising law enforcement that you have a camera system.

▶ Exclusive Users

- ▶ Voluntarily allowing law enforcement to access your camera system, live time.

How can you
help?



BUSINESSES



RESIDENCES



ANYWHERE THAT
HAS A CAMERA

Potential Registered User
Camera Locations



TROLLEY PLATFORMS



LOCAL BUSINESSES

Potential Exclusive User
Camera Locations

What's the benefit?

To solve crime and deter crime from occurring.

To create a partnership between the Sheriff's Department and the community to enhance safety and reduce victimization in the city of Santee.

Increase officer and community safety when responding to a call for service.

What's Next If We Adopt This Program?



Continuing to inform the community and community acceptance.



Promote registration of existing cameras at local businesses and residences.

Public Outreach

City Council Meetings

Community Meetings

Neighborhood Watch Meetings

Website Information

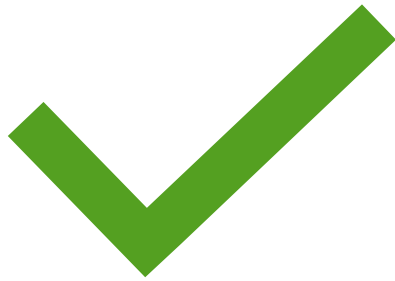
Questions from Council

Once a video is provided to SDSO,
can it be taken back?

If I provide you with video that
leads to an arrest, can I be civilly
liable for providing it?

For Exclusive Users, can we enter
an automatic renewal that kicks in?

Where are we now?



Safe Santee website is complete



Established MOU between city of Santee and Sheriff's Department

Questions??

MEETING DATE August 10, 2022

ITEM TITLE SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 7.04 OF TITLE 7 (“PUBLIC PEACE, MORALS, AND WELFARE”) OF THE SANTEE MUNICIPAL CODE TO REGULATE CANNABIS BUSINESSES

DIRECTOR/DEPARTMENT Marlene Best, City Manager
Tim McDermott, Finance *TM*
Chris Jacobs, Principal Planner
Shawn Hagerty, City Attorney

SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular City Council Meeting on Wednesday, July 27, 2022. The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading: AYES: KOVAL, MCNELIS, TROTTER
NOES: HALL, MINTO
ABSENT: NONE

FINANCIAL STATEMENT *TM*

None.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION *MLB*

Adopt the Ordinance.

ATTACHMENT

Ordinance

ORDINANCE NO. 602

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, AMENDING CHAPTER 7.04 OF TITLE 7 (“PUBLIC PEACE, MORALS, AND WELFARE”) OF THE SANTEE MUNICIPAL CODE TO REGULATE CANNABIS BUSINESSES

WHEREAS, the City of Santee is a charter city organized pursuant to Article XI of the California Constitution and pursuant to the authority granted the City by Sections 5 and 7 of Article XI, the City has the power to make and enforce within its limits all ordinances and regulations in respect to municipal affairs not in conflict with general laws and its own charter. Such police powers include without limitation the ability to adopt comprehensive zoning regulations and regulations upon the use of land and property within the City; and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of Santee may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the Federal Government has issued guidelines for states and local governments that have enacted laws authorizing cannabis-related conduct, requiring them to implement strong and effective regulatory and enforcement systems that will address the threat that medical and adult-use cannabis activity could pose to public safety, public health, and other law enforcement interests; and

WHEREAS, on June 27, 2017, the Medical and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) was signed into law, which provides a comprehensive regulatory framework for licensing, control, and taxation of medical and adult-use cannabis-related businesses in California; and

WHEREAS, it is the intent of the City Council to have a strong and effective regulatory system with regard to cannabis businesses which is intended to address the negative impacts and nuisance impacts associated with the uses; and

WHEREAS, with that purpose it is the purpose and intent of the City Council in amending Chapter 7.04 of Title 7 of the Santee Municipal Code to accommodate businesses conducting adult-use and medical cannabis activity while protecting the health, safety, and general welfare of the residents and businesses within the City of Santee and comply with State law and Federal guidelines; and

WHEREAS, it is the intent of the City Council to have a strong and effective regulatory and enforcement system with regard to adult-use cannabis that addresses threats to public safety, health and other law enforcement interests through robust odor controls and other procedures that are effective in practice; and

WHEREAS, this Ordinance provides regulations for the local permitting of adult-use and medical cannabis operations under specified conditions in the City; and

ORDINANCE NO. 602

WHEREAS, the City Council finds that the activities permitted under this ordinance are consistent with and implement the goals and policies of the Santee General Plan; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (“CEQA”), an Initial Study (AEIS2022-5) was conducted for the amendment of the Santee Municipal Code to regulate cannabis land uses that determined that all environmental impacts of the project would be less than significant with mitigation and a Mitigated Negative Declaration (State Clearinghouse Number 2022060058) was prepared and advertised for public review from June 3, 2022 to July 5, 2022; and

WHEREAS, the City Council has carefully reviewed and considered all of the evidence presented in connection with the hearing on the proposed ordinance, including, but not limited to, the staff report, and all written and oral testimony presented.

NOW, THEREFORE, the City Council of the City of Santee does ordain as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference as material findings in support of this Ordinance.

SECTION 2. Chapter 7.04 (“Cannabis”) of the Santee Municipal Code is hereby repealed in its entirety and replaced with the text attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. On July 27, 2022, the City Council approved and adopted Mitigated Negative Declaration (State Clearinghouse Number 2022060058) and its associated Mitigation Monitoring and Reporting Program, which fully disclosed, evaluated and mitigated the environmental impacts of the proposed Ordinance. No further environmental review is required for the City to adopt this Ordinance.

SECTION 4. The provisions above are adopted based upon the true and correct recited findings reflected above and incorporated by this reference herein.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

ORDINANCE NO. 602

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Santee, California, on the 27th day of July, 2022, and thereafter **ADOPTED** at a Regular Meeting of said City Council held on the 10th day of August, 2022, by the following vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

ORDINANCE NO. 602

EXHIBIT "A"
Chapter 7.04 of the Santee Municipal Code

[Attached behind this cover page]

Santee Cannabis Business Ordinance

Chapter 7.04 – Cannabis Businesses

7.04.010 Title.

This chapter shall be known as the Cannabis Business Permit Ordinance of the City of Santee.

7.04.020 Purpose and intent.

It is the purpose and intent of this chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same. It is also the purpose and intent of this chapter to provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax and Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64”), while imposing sensible regulations on the use of land to protect City residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of this chapter to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law and in a fair and equitable manner.

7.04.030 Legal authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, any subsequent state legislation and regulations regarding same, the City is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial medicinal and adult-use cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City to all commercial cannabis activity.

7.04.040 Cannabis cultivation and cannabis activities prohibited unless specifically authorized by this chapter.

Except as specifically authorized by this chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution, or transportation of cannabis or cannabis products is expressly prohibited in the City. Violations of this chapter are subject to penalties under the Health and Safety Code and Penal Code in addition to the penalties set forth in Section 7.04.520. Outdoor cultivation is expressly prohibited within the City.

7.04.050 Compliance with state and local laws and regulations.

It is the responsibility of the owners, agents, employees, affiliates, and / or operators of any commercial cannabis business within the City limits to ensure that they operate in a manner compliant with this chapter, all applicable state and local laws, and any regulations promulgated thereunder, including but not limited to the MAUCRSA.

7.04.060 Definitions.

“Applicant” means a person or entity that submits an application for a Cannabis Business Permit under this chapter.

ORDINANCE B

“Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code. Cannabis shall also have the same meaning as in Section 26001(f) of the Business and Professions Code, as same may be amended from time to time.

“Cannabis Business Permit” or “Permit” means a regulatory permit issued by the City pursuant to this chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The issuance of the Cannabis Business Permit and annual renewal of a Cannabis Business Permit is made expressly contingent upon the business’ ongoing compliance with all of the requirements of this chapter and any regulations adopted by the City governing the commercial cannabis activity at issue.

“Cannabis Business Permittee” or “Permittee” means a person or entity that has received a Cannabis Business Permit from the City as authorized under this chapter.

“Caregiver” or “primary caregiver” has the same meaning as that term is defined in Health and Safety Code Section [11362.7](#).

“City Manager” means the City Manager or designee.

“Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. All references to cultivation allowed under this chapter mean indoor cultivation only.

“Director” shall mean the Director of Development Services or designee.

“Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.

“Distributor” shall have the same meaning as that appearing in Business and Professions Code Section [26070](#).

“Enforcement Officer” means any designee authorized by the City Manager to enforce a violation of this chapter.

“Hearing Officer” shall mean an authorized hearing officer designated by the City Manager.

“Laboratory” means a laboratory, facility or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) licensed by the State Department of Cannabis Control within the Business, Consumer Services, and Housing Agency.

ORDINANCE B

“Limited-access area” means an area in which cannabis is stored or held and is only accessible to a licensee and authorized personnel.

“Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

“Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Cannabis Business Permit for manufacturing from the City and a valid state license as required for manufacturing of cannabis products.

“Medicinal cannabis” means cannabis or a cannabis product, respectively, intended to be sold or donated for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found in Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation, or in compliance with any compassionate use, equity, or other similar program administered by a local jurisdiction.

“Microbusiness” means a business that engages in at least three of the following activities at one location: indoor cultivation (up to 10,000 total square feet), manufacturing, distribution, or retail (storefront or non-storefront).

“Non-store front retailer” is a subset of “retailer” and is a licensed retail business that is closed to the public and provides product to customers solely by means of a delivery service which the retailer owns and controls.

“Nonvolatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, nonvolatile solvents include carbon dioxide, ethanol, and nonhydrocarbon-based or other solvents such as water, vegetable glycerin, vegetable oil, animal fat, and glycerin.

“Owner” means any of the following:

1. A person with an aggregate ownership interest of 10 percent or more in the commercial cannabis business, unless the interest is solely a security, lien, or encumbrance.
2. An individual who manages, directs, or controls the operations of the commercial cannabis business, including but not limited to:
 - a. A member of the board of directors of a nonprofit.
 - b. A general partner of a commercial cannabis business that is organized as a partnership.
 - c. A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company.
 - d. The trustee(s) and all persons who have control of the trust and / or the commercial cannabis business that is held in trust.
 - e. An individual with the authority to provide strategic direction and oversight for the overall operations of the commercial cannabis business, such as the chief

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executive officer, president or their equivalent, or an officer, director, vice president, general manager or their equivalent.

f. An individual with the authority to execute contracts on behalf of the commercial cannabis business.

“Patient” or “qualified patient” shall have the same meaning as that contained in California Health and Safety Code Section [11362.7](#) et seq., as it may be amended, and which includes within its definition a person who is entitled to the protections of California Health and Safety Code Section [11362.22](#).

“Person” shall mean any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

“Person with an identification card” shall have the same meaning as that contained in California Health and Safety Code Section [11362.7](#).

“Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non-manufactured cannabis products.

“Retailer” or “store front retailer” shall have the same meaning as that contained in Business and Professions Code Section [26070\(a\)\(1\)](#), which defines a retailer as having a physical location form which commercial cannabis activities are conducted. A retailer’s premises may be closed to the public. A retailer may conduct sales exclusive by delivery.

“Sheriff” means the Sheriff of the County of San Diego.

“State license” means a permit or license issued by the state of California, or one of its departments or divisions, under the MAUCRSA and any subsequent related state of California legislation, to engage in cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

“Topical cannabis” means a product intended for external application and / or absorption through the skin. A topical cannabis product is not considered a drug as defined by Health and Safety Code Section [109925](#).

“Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUCRSA which may be amended or repealed by any subsequent related state of California legislation. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

“Volatile solvent” means a solvent as defined by Health and Safety Code Section [11362.3\(b\)\(3\)](#) as of the effective date of this chapter and as subsequently amended.

“Youth center” means any:

1. Public or private facility that is primarily used to host recreation, academic, or social activities for minors, including, but not limited to:

- a. Private youth membership organizations or clubs;

- b. Social service teenage club facilities;

- c. Video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business; or
- d. Similar amusement park facilities.

2. Park, playground, or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball, or any similar facility located on a public or private school grounds, or on City, county, or state parks.

“Youth center” shall not include any private martial arts, yoga, ballet, dance, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children, or a location which is primarily utilized as an administrative office, or a facility for youth programs or organizations.

7.04.070 Cannabis Business Permit and City Business License required to engage in cannabis business.

No person may engage in any cannabis business within the City including cultivation, manufacture, processing, laboratory testing, distributing, dispensing, or sale of cannabis or a cannabis product unless the person meets all of the following requirements:

- A. Possesses a valid Cannabis Business Permit from the City;
- B. Possesses a valid State of California seller’s permit, as applicable; and
- C. Is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the cannabis activities, including the duty to obtain any required state licenses.
- D. Possesses a City business license.

7.04.080 Evidence of cannabis owners and / or employees background check required.

- A. Any person who is an owner, employee, agent, and / or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.
- B. Cannabis business owners, operators, investors, managers, and employees shall be required to submit to a criminal background check for themselves and all persons in their employment.
- C. The City Manager shall conduct or cause to be conducted annual criminal background checks which must at a minimum identify the following:
 - 1. Whether the owners, operators, investors, managers, and employees applying for employment have ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other states;
 - 2. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for hiring, employing, or in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; or

3. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code.

D. Evidence of a conviction of any the offenses enumerated in subsection C of this section shall be grounds for denial of ownership or employment.

E. Violation of this section shall be grounds for immediate suspension of the business's operating Cannabis Business Permit, pending a hearing before the City Manager within 30 days for a final determination of the status of the permit.

7.04.090 Personnel prohibited from holding a license or from employment with a Cannabis Business Permittee.

A. Any person, including, but not limited to, any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for noncompliance, shall not be eligible to obtain a Cannabis Business Permit from the City or employment with a Cannabis Business Permittee in the City:

1. The Applicant has been denied a cannabis permit (excluding an Applicant that did not receive a permit in another jurisdiction due solely to a limited and / or set number of permits and / or licenses), or has had a cannabis permit or license suspended or revoked by any city, county, city and county, or any other state cannabis licensing authority;
2. The Applicant was notified by the state, county, or city that it was conducting cannabis activity in violation of City ordinances, codes, and requirements, and failed to cure the violation in a timely manner;
3. Evidence that the Applicant is delinquent in payment of federal, state, or local taxes and / or fees, and took no steps to cure the delinquency when notified by the appropriate agencies;
4. No person shall be issued a Cannabis Business Permit if such person enters or has entered into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of a premises granted by a property owner, commercial broker, or any third party, that is in violation of Section 7.04.070 unless that property is leased at fair market value. Any such lease, sublease, or agreement shall not contain terms or conditions requiring the Cannabis Business Permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

7.04.100 Maximum number and type of authorized cannabis businesses permitted.

This section is only intended to create a maximum number and types of cannabis businesses that may be issued permits to operate in the City.

A. After the effective date of this Ordinance, the City shall only issue Cannabis Business Permits (consistent with this chapter) for up to four Retailers, including microbusinesses that include storefront retail activities. There is no limit on the number of Cannabis Business Permits that the City may issue to testing laboratories or microbusinesses that do not include storefront retail.

B. Each year following the City Council’s initial grant of Permits (if any), or at any time in the City Council’s discretion, the City Council may reassess the number of Cannabis Business Permits which are authorized for issuance and may make changes to the number by resolution.

C. The City Council at its sole discretion may determine that the number and / or types of Cannabis Business Permits should remain the same or be modified.

7.04.110 Community benefits.

A. The application process for a Cannabis Business Permit shall include a component on community benefits, the terms of which shall be set out and memorialized in a community benefit agreement.

B. Any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City’s approval, if and when a Cannabis Business Permit is issued. Such terms and conditions shall be in addition to the requirements of this chapter.

C. Community benefits may include but will not be limited to: in-kind donations; sponsorship of select community events; financial support for special community events such as fairs, afterschool programs, youth centers, local schools (whether public or private); school athletic programs; school clubs; community centers, homeless shelters, senior centers and / or senior living facilities, and / or parks and recreation programs, and the payment of mutually agreeable fees and charges.

D. The community benefit agreement may provide that the community benefit fee will expire upon the establishment of a City commercial cannabis tax.

7.04.120 City’s reservation of rights.

The City reserves the right to reject any or all applications for a Cannabis Business Permit. Prior to such permit issuance, the City may modify, postpone, or cancel any request for applications, at any time without liability, obligation, or commitment to any person, party, firm, or organization, to the extent permitted under State law. Persons submitting applications assume the risk that all or any part of the request for applications, or any particular category of permit potentially authorized under this chapter, may be cancelled at any time prior to Permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to a failure to comply with other requirements in this chapter, an application may be rejected for any of the following reasons:

A. The Cannabis Business Permit application was received after the designated time and date of the deadline.

B. The Cannabis Business Permit application did not contain the required elements, exhibits, or was not organized in the required format.

C. The Cannabis Business Permit application was considered not fully responsive to the request for a permit application – that is, the application was substantially incomplete as determined by the City Manager.

7.04.130 Procedure guidelines and review criteria to evaluate Cannabis Business Permit applications.

- A. By resolution, the City Council shall adopt procedures and review criteria for the City’s evaluation of Cannabis Business Permit applications. A Cannabis Business Permit application shall be required prior to review and approval of any land use entitlement, business license or other City authorization.
- B. The procedures shall provide the process for soliciting applications including time frames, limitations, forms, and rules for completing applications.
- C. Should the City Council, pursuant to authority granted under Section 7.04.100 of this Code, establish a maximum number of cannabis businesses that may be issued a Cannabis Business Permit, the review criteria shall include detailed instructions on the methodology to be used to evaluate applications on a point, or other evaluation system, tied to particular sets of criteria.
- D. The scoring on review criteria shall be used to determine which candidates will be eligible to proceed to the final selection process as determined by City Council resolution.
- E. The City Manager shall be authorized to prepare any necessary forms and adopt any necessary rules to implement the procedures guidelines and review criteria.
- F. At the time of filing, each Applicant shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the application process.

7.04.140 Exercise of a Cannabis Business Permit.

A Cannabis Business Permit shall be exercised within 12 months of issuance. “Exercised” shall mean when any of the following occur:

- 1. A certificate of occupancy has been issued;
- 2. The permitted use(s) has commenced on the site; or
- 3. A City building permit or grading permit is secured, and construction lawfully commenced.

7.04.150 Continuous Use Requirement.

- A. Once the permitted cannabis use is legally established and operational, the use must remain in continuous operation or all use rights are subject to termination. If a permitted use ceases to operate for a period of four or more months, then the use shall be considered abandoned unless a mitigating circumstance occurred that was beyond the control of the Permittee and an extension is authorized by the City Manager.
- B. The approval of a new use shall terminate all rights and approvals of a Cannabis Business Permit occupying the same site or location.

7.04.160 Term of a Cannabis Business Permit.

All Cannabis Business Permits issued under the provisions of this chapter shall be effective for a period not to exceed one year. The City Manager may renew a Permit through the procedures identified in section 7.04.180 of this Code.

7.04.170 Reapplying for a Cannabis Business Permit.

If an Applicant is denied a Cannabis Business Permit due to a disqualifying factor such as failing a background check or not complying with any state or local jurisdiction’s regulatory

requirements in which legal or administrative action has been taken, a new application may not be filed for two years from the date of the denial. This section shall not apply to an Applicant who passed the initial application screening process but was not granted a Cannabis Business Permit by the City Council.

7.04.180 Term and Renewal of Cannabis Business Permits.

- A. All licenses issued under the provisions of this chapter shall be effective for a period not to exceed one year. The City Manager may renew a permit through the procedures identified in this section.
- B. An application for renewal of a Cannabis Business Permit shall be filed at least 90 calendar days prior to the expiration date of the current Permit, but no earlier than 180 calendar days prior to the expiration date of the current Permit, unless a different time period is set forth by the City Manager.
- C. The renewal application shall contain all the information required for new applications.
- D. The Applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this chapter.
- E. An application for renewal of a Cannabis Business Permit shall be rejected if any of the following exists:
 - 1. The application is filed less than 90 days before its expiration unless the City Manager, at the City Manager’s sole discretion, approves an extension of the deadline.
 - 2. The Cannabis Business Permit is suspended or revoked at the time of the renewal application.
 - 3. The cannabis business has not been in regular and continuous operation in the four months prior to the renewal application or the approved extension of the deadline from the City Manager.
 - 4. The cannabis business has failed to conform to the requirements of the Cannabis Business Permit or this chapter or any regulations adopted pursuant to this chapter.
 - 5. The Permittee fails or is unable to renew its State of California license.
 - 6. If the State has determined, based on substantial evidence, that the Permittee or Applicant is in violation of the requirements of the State rules and regulations and the State has determined that the violation is grounds for termination or revocation of the Cannabis Business Permit.
- F. The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety, or welfare. Appeals from the decision of the City Manager shall be conducted as prescribed by resolution of the City Council and shall be subject to a fee as established by resolution of the City Council. If a renewal Cannabis Business Permit application is denied, a person may file a new application pursuant to this chapter no sooner than one year from the date of the denial.

7.04.190 Revocation of permits.

A Cannabis Business Permit may be revoked by the City Manager for any violation of any state or local laws, rules, standards, policies, procedures, or regulations in this chapter relating to cannabis, or any violation of the applicable community benefit agreement.

7.04.200 Effect of state license suspension.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division reinstates or reissues the state license.

7.04.210 Effect of state revocation.

Revocation of a license issued by the State of California, or by any of its departments or divisions, shall immediately revoke the ability of a cannabis business to operate within the City until the State of California or its respective department or division takes appropriate action. Should the State revoke a license, the cannabis business owner may reapply for a new Cannabis Business Permit at such time as it can demonstrate that the grounds for revocation of the license by the State no longer exist or that the underlying deficiency has otherwise been cured.

7.04.220 Appeals.

Appeals relating to denial of a Cannabis Business Permit application; denial of advancement to the final selection process; to revocation or suspension a Cannabis Business Permit; to denial of renewal of a Cannabis Business Permit; or the addition of conditions to a Cannabis Business Permit shall be conducted as prescribed by resolution of the City Council and shall be subject to a fee as established by resolution of the City Council.

7.04.230 Change in location – Updated application form.

A. Any time the business location specified in the Cannabis Business Permit is proposed to be changed, the Permittee and / or Applicant shall submit an updated application to the City Manager for approval prior to the change in location.

B. Within 15 calendar days of any other change in the information provided in the updated application form or any change in status of compliance with the provisions of this chapter, including any change in the cannabis business ownership or management members, the Applicant shall file an updated application with the City Manager for review along with an application fee.

7.04.240 Transfer of Cannabis Business Permit.

A. The owner of a Cannabis Business Permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains a written and executed amendment to the permit from the City Manager stating that the transferee is now the Permittee. Such an amendment may be obtained only if the transferee files a Cannabis Business Permit application with the City Manager in accordance with all provisions of this chapter (as though the transferee were applying for an original Cannabis Business Permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee). The transferee's application will be treated as a new application, and will be evaluated according to procedures

adopted by the City Manager, pursuant to Section 7.04.130, and / or by resolution of the City Council.

B. Cannabis Business Permits issued through the grant of a transfer by the City Manager shall be valid for a period of one year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's Permit expires, the transferee shall apply for a renewal Permit and pay the appropriate fee in the manner required by this chapter.

C. A Cannabis Business Permit shall not be transferred when the City has notified the Permittee in writing that the Permit has been or may be suspended or revoked.

D. Any attempt to transfer a Cannabis Business Permit either directly or indirectly in violation of this section is hereby declared a violation of the Permit and this ordinance. Such a purported transfer shall be deemed a ground for revocation of the Permit.

E. This section shall not apply to the extent the current owners are attempting to add a new and / or additional owner whose ownership interest is less than 50% of the business, but all other remaining owners shall remain in place. Any new and / or additional ownership, however, shall require written approval by the City Manager in accordance with procedures adopted by the City Manager and / or by resolution of the City Council. Failure to obtain such approval prior to adding a new owner will result in a violation of the permit and this chapter, and shall be deemed a ground for revocation.

7.04.250 City business license.

Prior to commencing operations, a cannabis business shall obtain a City business license as required under Chapter 4.02.

7.04.260 Building permits and inspections.

Prior to commencing operations, a Cannabis Business Permit shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes, but is not limited to, obtaining any required building permit(s), Fire Department approval, Code Enforcement approvals, Department of Development Services approval, Sheriff's Department approval, County of San Diego health department approval, and any other applicable zoning and land use permit(s) and approvals.

7.04.270 Authorization from the Director.

Prior to commencing operations, a cannabis business must obtain authorization from the Director, certifying that the business is located on a site that meets all of the requirements of Sections 7.04.260, 7.04.280, and 7.04.290.

7.04.280 Right to occupy and to use property.

Prior to the City's issuance of a Cannabis Business Permit pursuant to this chapter, any person intending to open and to operate a cannabis business shall first provide sufficient evidence of the legal right to occupy and to use the proposed location. Such evidence may include a notarized lease, notarized real estate records, and / or other notarized official records that demonstrate a legal right to occupy. If the proposed location will be leased from the property owner, the Applicant shall be required to provide a signed and notarized statement from the owner of the

property, acknowledging that the property owner has read this chapter and consents to the operation of the cannabis business on the owner’s property.

7.04.290 Zoning and location requirements for cannabis businesses.

Cannabis businesses permitted to engage in retail, distribution, manufacturing, testing labs, and microbusiness operations for cannabis and cannabis products are subject to the following zoning and locational requirements:

A. Distribution, manufacturing, testing laboratories and microbusiness that do not include storefront retail activities are only permitted in the following zone districts: IL (Light Industrial) and IG (General Industrial), and must satisfy all the applicable requirements set forth in Title 13 of this Code.

B. Retail businesses (including microbusinesses that include storefront retail activities but do not include cultivation) are only permitted in the following zone districts: IL (Light Industrial), IG (General Industrial), and GC (General Commercial), and must meet all the requirements pursuant to Title 13 of this code.

Land Use	Land Use Designation		
	GC	IL	IG
Distribution, manufacturing	--	P	P
Microbusinesses with storefront retail and without cultivation	P	P	P
Microbusinesses with cultivation	--	P	P
Storefront Retail	P	P	P
Non-storefront Retail	--	P	P
Testing Labs	--	P	P

C. All Cannabis Business Permittees must also meet all of the following distance requirements:

1. The cannabis business shall be no closer than 900 feet from any zoned parcel in the City designated by the City and state law as a sensitive use, and pursuant to subsection C.2 of this section. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels in subsection C.2 of this section to the closest property line of the lot on which the cannabis business is located.

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2. It shall be no closer than 900 feet from any parcel containing any of the following that is in existence at the time the license is issued:

- a. A school providing instruction in kindergarten or any grades one through 12 (whether public, private, or charter, including preschool, transitional kindergarten, and K – 12);
- b. A commercial daycare center licensed by the state, county or City;
- c. A church or other religious institution; and
- d. A youth center. A “youth center” means any public or private facility that is primarily used to host recreation, academic, or social activities for minors, including, but not limited to:
 - i. Private youth membership organizations or clubs;
 - ii. Social service teenage club facilities;
 - iii. Video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business; or
 - iv. Similar amusement park facilities.

“Youth center” shall also include a park, playground, or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball, or any similar facility located on a public or private school grounds, or on City, county, or state parks.

“Youth center” shall not include any private martial arts, yoga, ballet, dance, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children, or a location which is primarily utilized as an administrative office, or a facility for youth programs or organizations.

D. Each proposed cannabis business shall also:

1. Conform with the City’s General Plan, any applicable specific plan, master plan, and design requirements.
2. Comply with all applicable zoning and related development standards.
3. Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
4. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
5. Be served by roadways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
6. Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

7.04.300 Limitations on City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a Cannabis Business Permit pursuant to this chapter or otherwise approving the operation of any cannabis business. As a condition to the approval of any Cannabis Business Permit, the Applicant shall be required to meet all of the following conditions before they can receive the Cannabis Business Permit:

A. Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at Applicant's sole cost and expense), release, and hold the City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities, or losses which arise out of, or which are in any way related to, the City's issuance of the Cannabis Business Permit, the City's decision to approve the operation of the cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis business or any of its officers, employees or agents.

B. Take out and maintain, at all times while operating the cannabis business, and in a form and with insurance companies acceptable to the City: (1) Commercial General Liability Insurance with a limit of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage; and (2) if Permittee or Permittee's employees use vehicles in the operation of the business, Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, with a limit of no less than \$1,000,000 per occurrence. The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy. If Permittee maintains higher limits than the minimum required above, the City requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Insurance requirements may be adjusted from time to time by the City Manager.

C. Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's Cannabis Business Permit or related to the City's approval of a cannabis activity. The City, at its sole discretion, may participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed on Applicant hereunder.

7.04.310 Records and recordkeeping.

A. Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a Cannabis Business Permit issued pursuant to this chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's

operations conducted by an independent certified public accountant. Each Permittee shall be subject to a regulatory compliance review and a gross receipts financial audit, where applicable, as determined by the City Manager.

B. Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this subsection shall be provided to the City Manager upon a reasonable request.

C. All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing, production, manufacturing, retail, and laboratory testing processes (as applicable) until purchase as set forth in the MAUCRSA.

7.04.320 Security measures.

A. A Cannabis Business Permittee shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Manager, these security measures shall include, but shall not be limited to, all of the following:

1. Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Director in collaboration with the Sheriff's Department, as applicable.
2. Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business; in cases in which the individual will not voluntarily leave the premises in violation of applicable law the cannabis employee shall contact the Sheriff's Department.
3. Establishing limited access areas accessible only to authorized cannabis business personnel.
4. Except for limited amounts of cannabis or cannabis products being used for display purposes in retail areas, all finished goods at a commercial cannabis business shall be stored in a secured and locked vault or vault-equivalent during non-operating hours. All safes and vaults used to store cash and / or cannabis goods shall be compliant with Underwriters Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.
5. Installing 24-hour security surveillance cameras of at least high-definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis business

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shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City's software and hardware. In addition, if required by City, remote and real-time live access to the video footage from the cameras shall be provided to the Sheriff's Department at the expense of the Permittee. Video recordings shall be maintained for a minimum of 120 days and shall be made available to the Sheriff's Department upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Sheriff's Department by the cannabis business, to facilitate remote monitoring of security cameras by the Sheriff's Department. Each business shall have network security protocols that are certified by Underwriters Laboratories, LLC.

6. Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the state of California Bureau of Security and Investigative Services.

7. Panic buttons shall be installed in all cannabis businesses with direct notification to the Sheriff's Department dispatch and shall be configured to immediately alert dispatch for the Sheriff's Department.

8. Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the state of California Bureau of Security and Investigative Services.

9. Any security measures, such as bars, installed on the windows or the doors of the cannabis business shall be installed only on the interior of the building.

10. Security personnel shall be on site 24 hours a day or alternative security as authorized by the City Manager and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld.

11. Each cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

12. Entrance areas are to remain under the control of a designated responsible party that is either: (a) an employee of the cannabis business; or (b) a licensed security professional.

13. Each cannabis business shall have an accounting software system in place to provide point-of-sale data as well as audit trails for both product and cash, where applicable.

14. Each cannabis business shall demonstrate to the City Manager compliance with the state's track and trace system for cannabis and cannabis products as soon as it is operational.

15. Each cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories, LLC.

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16. Exterior vegetation shall be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

17. Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

18. Installation of “mosquitos” (high-pitch frequency devices) as a deterrent to vandalism / loitering.

B. Each cannabis business shall identify a designated security representative / liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or operational issues. The designated security representative / liaison shall, on behalf of the cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:

1. Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
2. Identifies all managers of the cannabis business and their contact phone numbers.
3. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager’s office.
4. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
5. Identifies a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the cannabis business, the parking lot, any adjacent property under the business’s control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

C. As part of the application and permitting process each cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

D. The cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this chapter.

E. A cannabis business shall notify the City Manager within 24 hours after discovering any of the following:

1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager.
2. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.
3. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.
4. Any other breach of security.

F. Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. Upon renewal, the City Manager or Sheriff's Department may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

7.04.330 Fees and charges.

A. No person may commence or continue any cannabis activity in the City, without timely paying in full all fees and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time, and shall be subject to adjustment in accordance with the Consumer Price Index.

B. All cannabis businesses authorized to operate under this chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each cannabis business shall cooperate with City with respect to any reasonable request to audit the cannabis business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes or fees required to be paid during any period.

C. Prior to operating in the City and as a condition of issuance of a Cannabis Business Permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.

7.04.340 General operating requirements.

A. Cannabis businesses may operate only during the hours specified in the Cannabis Business Permit issued by the City. No person under the age of 21 shall operate or be issued a permit for a cannabis business of any kind.

B. Restriction on Sales and Consumption. Cannabis shall not be consumed by any person on the premises of any cannabis business. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of the cannabis business.

C. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a Cannabis Business Permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

D. Reporting and Tracking of Product and of Gross Sales. Each cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. The cannabis business shall ensure that such information is compatible with the City's recordkeeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the Permittee.

E. All cannabis and cannabis products sold, distributed, or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.

F. Emergency Contact. Each cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

G. Signage and Notices.

1. In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of Chapter 13.32 (Signs) of this code, including, but not limited to, seeking the issuance of a City sign permit, if applicable.

2. No signs placed on the premises of a cannabis business shall obstruct any entrance or exit to the building or any window.

3. Each entrance to a cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, vaping, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited. The sign shall be no larger than two feet by two feet.

4. Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis business or elsewhere including, but not limited to, the public right-of-way.

5. Signage shall not depict any image of cannabis or cannabis products. No permanent banners, flags, temporary billboards, or other prohibited signs may be used at any time.

H. Minors.

1. Persons under the age of 21 years shall not be allowed on the premises of a cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this chapter for any person to employ any person at a cannabis business who is not at least 21 years of age.

2. Notwithstanding subsection H.1 of this section, persons aged 18 to 20 years shall be allowed on the premises of a cannabis business if they can produce a valid physician's recommendation or a medical marijuana card issued pursuant to Health and Safety Code Section 11362.71. In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the valid physician's recommendation.

3. The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the cannabis business.

I. Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off site. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated

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inside the cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis business. As such, cannabis businesses must obtain a building permit and install and maintain the following equipment, or any other equipment which the Director determines is a more effective method or technology:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
2. An air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

J. Display of Permit and City Business License. The original copy of the Cannabis Business Permit issued by the City pursuant to this chapter and the City-issued business license shall be posted inside the cannabis business in a location readily visible to the public.

K. Annual Background Check. Pursuant to California Penal Code Sections [11105\(b\)\(11\)](#) and [13300\(b\)\(11\)](#), which authorizes City authorities to access state and local summary criminal history information for cannabis employment, licensing, or certification purposes and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works in a cannabis business must submit fingerprints and other information deemed necessary by the Sheriff's Department, Licensing Division for a background check by the Sheriff's Department. Pursuant to California Penal Sections [11105\(b\)\(11\)](#) and [13300\(b\)\(11\)](#), which requires that there be a requirement or exclusion from cannabis employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a cannabis business or be allowed to work in a cannabis business unless they have first cleared the background check, as determined by the Sheriff's Department as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a Cannabis Business Permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section [26057\(b\)\(4\)](#), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

L. Loitering. The owner and / or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within 100 feet of the premises. The cannabis business shall notify the Sheriff's Department if anyone continues to loiter around the building or premises in violation of applicable law after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.

M. Permits and Other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis

business intends to establish and to operate pursuant to Section 7.04.290 and all applicable requirements in this chapter.

N. Each cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or noncompliance issues with City or state requirements.

7.04.350 Amendments to general operating requirements.

The City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

7.04.360 Operating requirements for retail store front facilities.

A. No more than the number of cannabis retailers adopted by City Council resolution may operate within the City at any one time and shall be issued a Cannabis Business Permit by the City.

B. Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and / or Health and Safety Code Section [11362.71](#) identification card (medical marijuana card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

C. Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section [11362.71](#) in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

D. Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. The security personnel shall be at least 21 years of age and shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code. Security personnel may be allowed to carry firearms if authorized by Bureau of Security and Investigative Services.

E. Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

F. All restrooms used by the public shall remain locked and under the control of management.

G. Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this chapter.

1. The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

2. Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

3. No cannabis goods shall be sold and / or delivered by any means or method to any person within a motor vehicle.

4. All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

5. Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

H. Access to Retailer Premises.

1. Access to the premises of a retail Permittee shall be limited to individuals who are at least 21 years of age.

2. Notwithstanding subsection H.1 of this section, individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail Permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

I. Authorized Sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

J. Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the Permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager or the Sheriff's Department upon request.

K. Operating hours of the store front retailer license shall be limited to the hours of nine a.m. through nine p.m., seven days a week.

L. Store front / Retail Security Requirements. All provisions incorporated within Section 7.04.320, Security measures, are directly applicable to and binding on all cannabis businesses, including all store front / retail businesses.

7.04.370 Retailer, non-store front retailer, and microbusiness delivery requirements.

A. Retailers, non-store front retailers (delivery), and microbusinesses owners and operators are required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least 18 years of age and verify that the customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location. In the case of adult-use customers, they must verify that the customer is at least 21 years of age. Sales shall only be made to persons matching this criteria.

B. All store front retailers, non-store front retailers (delivery), and microbusinesses which conduct deliveries into or within the City of Santee shall be required to obtain a permit from the City of Santee in order to conduct retail sales regardless, if they are located in the City or another local jurisdiction.

C. Operating hours of the non-store front retailer Permittee or out of town retail delivery services shall be limited to the hours of nine a.m. through nine p.m., seven days a week.

7.04.380 Retailer, non-store front retailer and microbusiness delivery vehicle requirements.

Prior to commencing delivery operations, a cannabis retailer, cannabis non-store front retailer and microbusiness shall provide the following information to the City:

A. Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.

B. The year, make, model, color, license plate number, and numerical vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

C. Proof of insurance as required in Section 7.04.300.B for any and all vehicles being used to deliver cannabis goods.

D. The Permittee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.

E. The Permittee shall provide the City with any changes to the information required by this section in writing within 30 calendar days.

7.04.390 Operating requirements for distributors.

A. A distributor shall not store noncannabis products or noncannabis accessories that are to be sold to another party on any licensed or permitted premises. Additionally, a distributor shall not distribute noncannabis products or noncannabis accessories at a licensed premises. For the purposes of this section, noncannabis products are any goods that do not meet the definition of cannabis goods as defined in Title 16, Division 42, Section 5000(c) of the California Code of Regulations.

B. After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. The determination of which cannabis goods are to be included in the sample for laboratory testing shall be left to the sole discretion of the laboratory employee.

C. A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

D. The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.

E. A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the

recording kept available to the state and the City for a minimum of 180 days, pursuant to Title 16, Division 42, Section 5305 of the California Code of Regulations.

F. A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Division 42, Sections 5705, 5710 and 5714 of the California Code of Regulations.

7.04.400 Operating requirements for testing labs.

A. Testing labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section [26100](#) and shall be subject to state and local law. Each testing lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this chapter and any subsequent state of California legislation regarding the same.

B. Testing labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

C. All cannabis testing laboratories performing testing shall obtain and maintain ISO / IEC 17025 accreditation as required by the Bureau of Cannabis Control.

D. Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau.

E. Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.

F. Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

G. A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

7.04.410 Operating requirements for cannabis manufacturing

A. Cannabis manufacturing shall only be permitted pursuant to Section 7.04.070 or any subsequent created manufacturing state license as defined in MAUCRSA and may be permitted to operate only within those zone districts as defined in the Santee Municipal Code.

B. Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Fire Department

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and authorized by the regulatory permit. Each site or parcel subject to a Cannabis Business Permit shall be limited to a total number of tanks as authorized by the Fire Department on the property at any time.

C. Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

D. If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in subsection F of this section. The CO₂ must be of at least 99 percent purity.

E. Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

F. Certification from an engineer licensed by the state of California, or by a certified industrial hygienist, must be provided to the City for a professional grade closed loop system used by any cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

1. The American Society of Mechanical Engineers (ASME);
2. American National Standards Institute (ANSI);
3. Underwriters Laboratories, LLC (UL); or
4. The American Society for Testing and Materials (ASTM).

G. The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

H. Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

I. Cannabis manufacturing facilities may use non-volatile solvents, including carbon dioxide, ethanol, and nonhydrocarbon-based or other solvents such as water, vegetable glycerin, vegetable oil, animal fat, and glycerin to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

J. Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

K. Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets to handle, and store the solvents and gases safely.

L. Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

7.04.420 Operating requirements for delivery services.

Prior to commencing operations, a cannabis out-of-City delivery service shall comply with the following requirements:

- A. Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.
- B. The retail business operating the delivery service shall provide the City Manager with evidence of a valid state license for a cannabis business on whose authorization the delivery service is performing the delivery function.
- C. The retail business operating the delivery service shall furnish to the City Manager the year, make, model, license plate number, and numerical vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

7.04.430 Permissible delivery locations and customers.

Cannabis delivery businesses located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City are subject to the following requirements:

- A. A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.
- B. A licensed cannabis business shall comply with all requirements of state and local law pertaining to the Cannabis Business Permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to time in order to enforce this chapter.
- C. Any kiosk, iPad, tablet, smart phone, fixed location, or technology platform, whether manned or unmanned, other than a retail location permitted by the City, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this chapter.

7.04.440. Operating Requirements for Microbusinesses.

The requirements set forth in Sections 7.04.360 through 7.04.430 apply to microbusinesses, to the extent that the microbusiness is engaging in the specified activity.

7.04.450 Promulgation of regulations, standards and other legal duties.

- A. In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of Cannabis Business Permits, the ongoing operation of cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this chapter.
- B. Regulations shall be published on the City's website.
- C. Regulations promulgated by the City Manager shall become effective upon date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

7.04.460 Community relations.

A. Each cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis business can be provided. Each cannabis business shall also provide the above information to all businesses and residences located within 100 feet of the cannabis business.

B. During the first year of operation pursuant to this chapter, the owner, manager, and community relations representative from each cannabis business holding a permit issued pursuant to this chapter shall attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this chapter. After the first year of operation, the owner, manager, and community relations representative from each such cannabis business shall meet with the City Manager when and as requested by the City Manager.

C. Cannabis businesses to which a Cannabis Business Permit is issued pursuant to this chapter shall develop a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

7.04.470 Fees deemed debt to the City.

The amount of any fee, cost or charge imposed pursuant to this chapter shall be deemed a debt to the City that is recoverable via an authorized administrative process as set forth in the City ordinance or in any court of competent jurisdiction.

7.04.480 Permit holder responsible for violations.

The person to whom a Cannabis Business Permit is issued pursuant to this chapter shall be responsible for all violations of the laws of the state of California or of the regulations and / or the ordinances of the City, whether committed by the Permittee or any employee or agent of the Permittee, which violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.

7.04.490 Inspection and enforcement.

A. The Enforcement Officer may enter the location of a cannabis business at any time, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this chapter or under applicable provisions of state law.

B. It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

C. The Enforcement Officer may enter the location of a cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City shall be logged, recorded, and maintained in accordance with established procedures by the City Manager or these regulations.

7.04.500 Violations declared a public nuisance.

Each and every violation of the provisions of this chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance. The City reserves the right to pursue any available legal remedy to address violations of this chapter.

7.04.510 No vested rights.

No person(s) (including any Applicant, owner, and / or Permittee) shall have any vested rights to any permit, right, and / or interest under this chapter, regardless of whether such person(s) cultivated, sold, distributed, and / or otherwise engaged in acts related to the use of cannabis prior to the adoption of the ordinance codified in this chapter.

7.04.520 Civil penalties.

A. In addition to the enforcement and fines described herein, the City Attorney may bring a civil action for injunctive relief and civil penalties pursuant to Chapter 1.04 of this code against any owner who violates this chapter. In any civil action brought pursuant to this chapter, the court may award reasonable attorneys' fees and costs to the prevailing party.

B. The City may pursue any other legal remedy to enforce or collect any fines or amounts owed as set forth herein.

7.04.530 Personal use.

A. For purposes of this section, personal recreational use, possession, purchase, transport, or dissemination of cannabis is considered unlawful in all areas of the City to the extent it is unlawful under California law.

B. Outdoor Cultivation. A person may not plant, cultivate, harvest, dry, or process cannabis plants outdoors in any zoning district of the City. No use permit, building permit, variance, or any other permit or entitlement, whether administrative or discretionary, will be approved or issued for any such use or activity.

C. Indoor Cultivation.

1. A person may not plant, cultivate, harvest, dry, or process cannabis plants inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence. No use permit, building permit, variance, or any other permit or entitlement, whether administrative or discretionary, will be approved or issued for any such use or activity.

2. To the extent a complete prohibition on indoor cultivation inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence, is not permitted under California law, a person may not plant, cultivate, harvest, dry, or process cannabis plants inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence, in excess of the limitations imposed by Health and Safety Code Section 11362.2.

3. The City Council may adopt, by later resolution, reasonable regulations on indoor cultivation of cannabis pursuant to Health and Safety Code Section 11362.2(b)(1).

MEETING DATE August 10, 2022

ITEM TITLE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY (“AUTHORITY”) JOINT EXERCISE OF POWERS AGREEMENT AND APPOINTMENT OF COMMISSIONERS TO THE AUTHORITY

DIRECTOR/DEPARTMENT John Garlow, Fire Department 

SUMMARY

County Service Area No. 69 (“CSA 69”) was established by the County of San Diego (“County”) Board of Supervisors in 1974 to provide funding to the City of Santee (“City”) and Lakeside Fire Protection District (“LFPD”) for enhanced Advanced Life Support (“ALS”) ambulance transport service within the current boundaries of the City and LFPD (including the unincorporated communities of Pepper Drive and Bostonia). The City has provided these services within its boundaries unabated since 1956 starting with the establishment of the Santee Fire Protection District, and continuing following the establishment of the Santee Fire Protection District as a subsidiary district of the City upon its incorporation and continuing through the later merger of the Santee Fire Protection District and the City in the mid-1980s. LFPD has provided these services unabated within its boundaries and the unincorporated communities of Bostonia and Pepper drive since approximately 1963.

On October 5, 2021, the County Board of Supervisors adopted a Resolution of Application requesting that the Local Agency Formation Commission of the County of San Diego (“LAFCO”) initiate proceedings for a reorganization to include the dissolution of CSA 69 and the transfer of funding and administrative oversight of ALS ambulance transport service, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69, to the City and LFPD to serve as successor agencies (the “Reorganization”).

The City and LFPD have worked cooperatively with the County to develop the plan for dissolution of CSA 69 and transfer of CSA 69’s responsibility for funding and administrative oversight of ALS ambulance transport service to Santee and LFPD, which includes in part including as a term and condition for the Reorganization application to LAFCO, formation by the City and LFPD of a Joint Powers Agency to manage administrative oversight of the ALS ambulance transport services with both agencies providing ALS ambulance transport services in the same scope and manner as currently provided by these two agencies within the former CSA 69 boundaries. The County’s Reorganization application is still pending with LAFCO.

The City and LFPD have drafted the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement (“JPA Agreement”), which establishes the Santee-Lakeside Emergency Medical Services Authority (“Authority”) and provides for the administration of the Authority. The JPA Agreement is now presented for Council review and approval, and a summary of the major terms is provided in the Staff Report.

Pursuant to the JPA Agreement, the Authority will be governed by a Commission. The City and LFPD will each appoint two (2) primary Commissioners and one (1) alternate Commissioner to the Commission. Therefore, if Council desires to approve the JPA Agreement, staff requests that Council appoint two (2) Council Members to serve as primary Commissioners and one (1) Council Member to serve as the alternate Commissioner.

ENVIRONMENTAL REVIEW

Approval of the Resolution, the JPA Agreement, and formation of the joint powers authority, do not constitute projects under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) or the State CEQA Guidelines (14 Cal. Code Regs., tit. 14, §§ 15000 et seq.) (collectively, "CEQA"). Because the City is only electing to approve the JPA Agreement and not approving any specific projects or authorizing any further activities, neither approval of the JPA Agreement nor any attendant activities constitutes a project under State CEQA Guidelines section 15378 because there is no potential that approval of the JPA Agreement will result in either a direct physical change or reasonably foreseeable indirect change in the environment. Even if approval of the JPA Agreement constitutes a project under CEQA, those actions are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the actions or approvals may have a significant effect on the environment.

FINANCIAL STATEMENT

The reorganization of the ALS ambulance transport service from the County's administration to the Authority's administration will reduce expenses allowing for more revenue to be available for ALS services within the City's and LFPD's respective boundaries. The City of Santee, acting as the Administrative Services Provider for the Authority, will collect a fee as reimbursement for the work staff will perform on behalf of the Authority.

CITY ATTORNEY REVIEW N/A • Completed

RECOMMENDATION

1. Adopt the Resolution Approving the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement
2. Appoint two (2) Council Members to serve as primary Commissioners and one (1) Council Member to serve as an alternate Commissioner, for the Santee-Lakeside Emergency Medical Services Authority Commission

ATTACHMENT

Staff Report
Resolution (with JPA Agreement attached)

STAFF REPORT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA APPROVING THE SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY (“AUTHORITY”) JOINT EXERCISE OF POWERS AGREEMENT AND APPOINTMENT OF COMMISSIONERS TO THE AUTHORITY

CITY COUNCIL MEETING
August 10, 2022

A. INTRODUCTION

County Service Area No. 69 (“CSA 69”) was established by the County of San Diego (“County”) Board of Supervisors in 1974 to provide funding to the City of Santee (“City”) and Lakeside Fire Protection District (“LFPD”) for enhanced Advanced Life Support (“ALS”) ambulance transport service within the current boundaries of the City and LFPD (including the unincorporated communities of Pepper Drive and Bostonia).

The City has provided these services within its boundaries unabated since 1956 starting with the establishment of the Santee Fire Protection District, and continuing following the establishment of the Santee Fire Protection District as a subsidiary district of the City upon its incorporation and continuing through the later merger of the Santee Fire Protection District and the City in the mid-1980s. LFPD has provided these services unabated within its boundaries and the unincorporated communities of Bostonia and Pepper drive since approximately 1963.

On October 5, 2021, the County Board of Supervisors adopted a Resolution of Application (Resolution No. 21-155) requesting that the Local Agency Formation Commission of the County of San Diego (“LAFCO”) initiate proceedings for a reorganization upon the terms and conditions specified therein, to include the dissolution of CSA 69 and the transfer of funding and administrative oversight of ALS ambulance transport service, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69, to the City and LFPD to serve as successor agencies (the “Reorganization”). On January 26, 2022, the City Council adopted a resolution in support of the County’s application.

The City and LFPD have worked cooperatively with the County to develop the plan for dissolution of CSA 69 and transfer of CSA 69’s responsibility for funding and administrative oversight of ALS ambulance transport service to Santee and LFPD, which includes in part, including as a term and condition for the Reorganization application to LAFCO, formation by the City and LFPD of a Joint Powers Agency to manage administrative oversight of the ALS ambulance transport services with both agencies providing ALS ambulance transport services in the same scope and manner as currently provided by these two agencies within the former CSA 69 boundaries. The County’s Reorganization application is still pending with LAFCO.

B. SUMMARY OF THE JPA AGREEMENT

The City and Lakeside have drafted the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement (“JPA Agreement”), which establishes the Santee-Lakeside Emergency Medical Services Authority (“Authority”), provides for the administration of the Authority, and authorizes the City and LFPD to manage funding and administrative oversight of the Authority, and oversee coordination of ALS ambulance transport services within their respective boundaries (the former CSA 69 boundaries). The City and LFPD will be the Member Agencies of the Authority, but the JPA Agreement provides that additional Member Agencies may be added by a subsequent written amendment. (JPA Agreement, §§ 1, 2.)

The Authority will be a public entity separate from the City and LFPD, and pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority will not be the debts, liabilities, and obligations of the City or LFPD or any of their respective members, officers, directors, employees or agents. (JPA Agreement, § 3.)

The Authority will be governed by the Santee-Lakeside EMS Authority Commission (“Commission”). The City and LFPD will each appoint two (2) primary Commissioners and one (1) alternate Commissioner to the Commission. The Commission will hold at least four (4) regular meetings per year. (JPA Agreement, §§ 6,8.)

While the Commission retains full control and is responsible for the affairs of the Authority, it will rely upon the Board of Chiefs, the administrative arm of the Commission, to exercise powers delegated by the Commission, and to develop reports on certain operational items, including service level proposals and service level implementation, for the Commission’s periodic review. The Board of Chiefs is also responsible for allocation and distribution of Authority Revenues (as defined in the JPA Agreement) as determined by the City and LFPD. The City and LFPD will each have up to two (2) seats on the Board of Chiefs to be filled by each agency’s Fire Chief and a designee appointed by the agency’s Fire Chief. (JPA Agreement, §§ 6,7.)

The City will serve as the Administrative Services Provider for the Authority, and will perform all services reasonably necessary for the administrative functions of the Authority including being responsible for the management of the contract with the billing consultant and other contractors or consultants providing services to the Authority, and implementing decisions the policies, decisions, and directions of the Commission. In order to compensate the City for the performance of the Administrative Services Provider services, the Authority will pay the City a quarterly service fee upon receipt of a quarterly invoice. The amount of the quarterly service fee shall be set forth in a writing approved by the Commission and the City following the Effective Date of the JPA Agreement, and may be revised as necessary in a writing signed by the Authority and the City based on the City’s projections of the cost to perform its services as the Authority’s Administrative Services Provider. (JPA Agreement, § 9(G).)

The JPA Agreement will continue in effect until terminated as provided in Sections 12 and 13 the JPA Agreement.

C. APPOINTMENT OF COMMISSIONERS

If Council desires to approve the JPA Agreement, staff requests that Council appoint two (2) Council Members to serve as primary Commissioners and one (1) Council Member to serve as the alternate Commissioner.

D. STAFF RECOMMENDATION

1. Adopt the Resolution Approving the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement
2. Appoint two (2) Council Members to serve as primary Commissioners, and one (1) Council Member to serve as alternate Commissioner, for the Santee-Lakeside Emergency Medical Services Authority Commission

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SANTEE, CALIFORNIA APPROVING THE
SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, County Service Area No. 69 (“CSA 69”) was established by the County of San Diego (“County”) Board of Supervisors (“Board”) in 1974 to provide funding for enhanced Advanced Life Support (“ALS”) ambulance transport service within the current boundaries of the City of Santee (“City”) and Lakeside Fire Protection District (“LFPD”) (including the unincorporated communities of Pepper Drive and Bostonia); and

WHEREAS, on October 5, 2021, the County Board of Supervisors adopted a Resolution of Application requesting that the Local Agency Formation Commission of the County of San Diego initiate proceedings for a reorganization to include the dissolution of CSA 69 and the transfer of funding and administrative oversight of ALS ambulance transport service, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69, to the City and LFPD to serve as successor agencies; and

WHEREAS, on January 26, 2022, the City Council adopted a resolution in support of the County’s application; and

WHEREAS, the City and LFPD have worked cooperatively with the County to develop the plan for dissolution of CSA 69 and transfer of CSA 69’s responsibility for funding and administrative oversight of ALS ambulance transport service to Santee and LFPD, which includes in part, formation by the City and LFPD of a Joint Powers Agency to manage administrative oversight of the ALS ambulance transport services with both agencies providing ALS ambulance transport services in the same scope and manner as currently provided by these two agencies within the former CSA 69 boundaries; and

WHEREAS, the City and LFPD are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4; Part 2, Division 2, Title 5, Sections 55631 through 55634, and Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500), of the Government Code of the State of California; and

WHEREAS, the City and LFPD have drafted the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement (“JPA Agreement”), attached to this Resolution as Exhibit “A” and incorporated herein, which establishes the Santee-Lakeside Emergency Medical Services Authority (“Authority”), provides for the administration of the Authority, and authorizes the City and LFPD to manage funding and administrative oversight of the Authority, and oversee coordination of ALS ambulance transport services within their respective boundaries (the former CSA 69 boundaries); and

WHEREAS, the City Council desires to approve the JPA Agreement.

RESOLUTION NO. _____

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

SECTION 1. The City Council finds and determines that the foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement (“JPA Agreement”), a copy of which is attached hereto as Exhibit “A.”

SECTION 3. Pursuant to the JPA Agreement, and the provisions of Article 2, Chapter 4; Part 2, Division 2, Title 5, Sections 55631 through 55634, and Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500), of the Government Code of the State of California, the City elects to jointly form and participate as a member of the Santee-Lakeside Emergency Medical Services Authority, a joint powers authority, as described in the JPA Agreement.

SECTION 4. The City Manager is authorized to execute the JPA Agreement on behalf of the City.

SECTION 5. The City Manager or her designee is hereby authorized and directed to coordinate with LFPD to submit a copy of the JPA Agreement, this Resolution and other applicable information to the Secretary of State and to other recipients as may be required.

SECTION 6. The City Council hereby finds and determines that the approval of this Resolution, the JPA Agreement, and formation of the joint powers authority, do not constitute projects under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) or the State CEQA Guidelines (14 Cal. Code Regs., tit. 14, §§ 15000 et seq.) (collectively, “CEQA”). Specifically, the City Council finds that, because it is only electing to approve the JPA Agreement and not approving any specific projects or authorizing any further activities, neither approval of the JPA Agreement nor any attendant activities constitutes a project under State CEQA Guidelines section 15378 because there is no potential that approval of the JPA Agreement will result in either a direct physical change or reasonably foreseeable indirect change in the environment. The City Council further finds that even if approval of the JPA Agreement constitutes a project under CEQA, those actions are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the actions or approvals may have a significant effect on the environment.

RESOLUTION NO. _____

ADOPTED by the City Council of the City of Santee, California, at a Regular meeting thereof held this 10th day of August, 2022, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

APPROVED:

JOHN W. MINTO, MAYOR

ATTEST:

ANNETTE ORTIZ, CMC, CITY CLERK

Exhibit A: Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement

RESOLUTION NO. _____

Exhibit "A"

**Santee-Lakeside Emergency Medical Services Authority
Joint Exercise of Powers Agreement**

[Attached behind this cover page]

**SANTEE-LAKESIDE
EMERGENCY MEDICAL SERVICES AUTHORITY
JOINT EXERCISE of POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is made and entered into by and between the City of Santee (“Santee”), a California charter city and municipal corporation, and the Lakeside Fire Protection District (“LFPD”), organized and existing under the Fire Protection District Law of 1987, Health and Safety Code section 13800 *et seq.*

RECITALS

WHEREAS, Santee and LFPD are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4; Part 2, Division 2, Title 5, Sections 55631 through 55634, and Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500), of the Government Code of the State of California; and

WHEREAS, fire protection and Advanced Life Support (ALS) ambulance transport services have been provided within boundaries of what is now the City of Santee since 1956, starting with the establishment of the Santee Fire Protection District, a County Fire Protection District and continuing unabated following the establishment of the Santee Fire Protection District as a subsidiary district of the City of Santee upon its incorporation, and continuing through the later merger of the Santee Fire Protection District and the City of Santee in the mid-1980s; and

WHEREAS, fire protection and ALS ambulance transport services have been provided unabated within the boundaries of LFPD and the unincorporated communities of Bostonia and Pepper Drive, since approximately 1963; and

WHEREAS, County Service Area No. 69 (“CSA 69”) was established by the County of San Diego (“County”) Board of Supervisors in 1974 to provide funding to Santee and LFPD for enhanced ALS ambulance transport service within the current boundaries of Santee and LFPD (including the unincorporated communities of Pepper Drive and Bostonia); and

WHEREAS, on October 5, 2021, the County Board of Supervisors adopted Resolution No. 21-155, a Resolution of Application to the Local Agency Formation Commission of the County of San Diego (“LAFCO”) requesting that LAFCO initiate proceedings for a reorganization upon the terms specified therein, to include the dissolution of CSA 69 and the transfer of funding and administrative oversight of ALS ambulance transport service, including transfer of the authority to levy, collect and receive all tax and benefit fee revenues currently levied and collected by CSA 69, to Santee and LFPD to serve as successor agencies to CSA 69; and

WHEREAS, Santee and LFPD have worked cooperatively with the County of San Diego to develop the plan for dissolution of CSA 69 and transfer of CSA 69’s responsibility for funding and administrative oversight of ALS ambulance transport service to Santee and LFPD, which includes in part, formation by Santee and LFPD of a Joint Powers Agency to manage administrative oversight of the ALS ambulance transport services with both agencies

providing ALS ambulance transport services in the same scope and manner as currently provided by these two agencies within the former CSA 69 boundaries; and

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, agree as follows:

AGREEMENT

SECTION 1. Definitions. Unless the context otherwise requires, the words and terms defined in this Section shall, for the purposes of this Agreement, have the meanings herein specified.

- A. Act means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
- B. Administrative Services Provider means the Member Agency designated by the Commission to provide for the services reasonably necessary for the administrative functions of the Authority. A Member Agency may be appointed as the Authority's Administrative Services Provider.
- C. Agreement means this Joint Exercise of Powers Agreement.
- D. Annual Budget means the budget adopted pursuant to Section 10 of this Agreement.
- E. Authority means the Santee-Lakeside Emergency Medical Services Joint Powers Authority, which is created by this Agreement.
- F. Authority Revenues means all sources of revenue either received directly by Member Agencies related to the provision of ALS services or received by the Authority. These sources of revenue include, but are not limited to, property taxes, benefit fees, billing/transport revenues, Ground Emergency Medical Transport (GEMT), Ground Emergency Medical Transport/Quality Assurance Fee (GEMT/ QAF), Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer (PP-GEMT IGT) funds, or any similar or successor state or federal funding program, or similar program revenue, and investment income.
- G. Board of Chiefs or Board means the body referred to in Section 7 of this Agreement.
- H. Member of the Board of Chiefs or Board Member means a member of the Board of Chiefs.
- I. Commission means the Commission referred to in Section 6 of this Agreement, which is the governing body of the Authority.
- J. Commissioner or Member of the Commission means a member of the Commission appointed to the Commission pursuant to Section 6 of this Agreement.

- K. Effective Date means the last date on which all Parties to this Agreement have executed the Agreement.
- L. Ex Officio Member shall mean an ex officio member appointed pursuant to any bylaws duly adopted by the Commission authorizing additional ex officio members to participate in meetings of the Board of Directors by the Commission.
- M. Member Agency(ies) means LFPD, Santee and any other entity added to this Agreement by a subsequent written amendment.
- N. Party(ies) means those entities who have executed this Agreement or any Amendment to this Agreement and who have not withdrawn from the Authority.

SECTION 2 Purpose. This Agreement is made pursuant to the Act by LFPD and Santee to permit the joint exercise of certain powers both have in common. The purpose of this Agreement is to (1) create the Santee-Lakeside Emergency Medical Services Joint Powers Authority; (2) to provide for the administration of the Authority; and (3) to jointly through the Authority exercise the common powers of the Parties by administering, funding, managing and overseeing coordination of ALS ambulance transport services by said Member Agencies. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement.

SECTION 3. Creation of Authority. Pursuant to the Act, there is hereby created a public entity known as the Santee-Lakeside Emergency Medical Services Joint Powers Authority. The Authority shall be a public entity separate and apart from the Parties and the Authority shall administer this Agreement. Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any of the Parties or any of their respective members, officers, directors, employees or agents.

SECTION 4. Term. This Agreement shall commence on the Effective Date and shall continue until such time as terminated by the Parties as provided in in Section 12 of this Agreement.

SECTION 5. Power of Authority.

- A. General Powers. The Authority shall exercise, in the manner herein provided, the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement, subject however to such restrictions as are applicable to the Fire Protection District Law of 1987, Health and Safety Code section 13800 et seq., as required by Government Code section 6509. Furthermore, pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may, but shall not be required to, contract indebtedness for capital items in the manner otherwise permitted by law.
 - (1) The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To hire agents, consultants, and employees, except as otherwise provided by Paragraph G.2 of Section 9 related to the Administrative Services Provider services;
- (c) To lease, acquire, construct, manage, maintain and operate any buildings, works, or improvements;
- (d) To acquire, hold, or dispose of property;
- (e) To incur debts, liabilities, or obligations, which do not constitute a debt liability or obligation of any Member Agency or Party as defined in Paragraphs L and M of Section 1, respectively;
- (f) To receive gifts, contributions and donations of property, funds, services, and other forms of financial assistance, from persons, firms, corporations, and any governmental entity, provided that the Authority consents to such gifts, contributions and donations;
- (g) To fix the compensation, if any, paid to the Commission, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws; provided, however, Ex Officio Members shall not be eligible for compensation from the Authority;
- (h) To prescribe the duties, compensation and other terms and conditions of for other agents, officers, consultants, and employees, except as otherwise provided by Paragraph G.2 of Section 9 related to the Administrative Services Provider services;
- (i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;
- (j) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California;
- (k) To sue and be sued in its own name;
- (l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code;
- (m) To carry out and enforce all provisions of this Agreement; and
- (n) To exercise any and all powers which are provided for in the Act and in Government Code section 6584 et. seq. including, without limitation

Government Code section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended.

SECTION 6. Commission.

- A. The Authority shall be governed by a commission, which shall be called the “Santee-Lakeside EMS Authority Commission” (hereinafter “Commission”) and which shall exercise the powers set forth in Section 5 of this Agreement. Each Member Agency which is a Party to this Agreement shall have two (2) primary designated Commissioner seats and one (1) alternate Commissioner seat on the Commission, and shall fill all such Commissioner seats by appointment from its governing body, in accordance with the Member Agency’s policies and procedures. The alternate Commissioner appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Commission when the regular Commissioner member is absent. All Commissioners and alternate Commissioners shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Commissioner or alternate Commissioner if he or she ceases to be a member of the governing body of the appointing Member Agency, or if the appointing Member Agency ceases to be a Party to this Agreement. Each appointing Member Agency shall notify the Authority’s Secretary of their respective appointments to the Commission in writing. The Secretary shall notify each Member Agency of the appointments of the other Parties.
- (1) The Commission, as governing body of the Authority, shall formulate and set policy, including budget policies, and shall exercise the powers set forth in Section 5 of this Agreement to accomplish its purpose. While the Commission retains full control and is responsible for the affairs of the Authority, it shall rely upon the Board of Chiefs for development of reports on the below listed items for the Commission’s periodic review:
- (a) ALS budgets of the Member Agencies;
 - (b) Operational objectives;
 - (c) Member Agency service level proposals and service level implementation and coordination including, but not limited to, adjustment of the number of operational ambulances and the locations of said ambulances by the Member Agencies;
 - (d) Member Agency response matrices, including the adjustment of response levels, addition of surge ambulances and the leasing of facilities, acquisition of equipment and, as applicable, personnel staffing; and
 - (e) Allocation and distribution of Authority Revenues as determined by the Member Agencies.

SECTION 7. Board of Chiefs.

- A. Pursuant to Section 6508 of the Act, there is hereby created an administrative body, immediately subordinate to the Commission, to be known as the “Board of Chiefs” (hereinafter “Board of Chiefs,” whose members are hereinafter referred to as “Member of the Board”) and which shall exercise the powers delegated to the Board of Chiefs

by this Agreement, including but not limited to the powers set forth in this Section 7.A. and Section 5 of this Agreement. Each Member Agency shall have not more than two (2) seats on the Board of Chiefs, to be filled by the respective Agency's Fire Chief and a designee appointed by each Agency's Fire Chief, which designee shall serve at the pleasure of the Member Agency of which he or she is a representative and shall cease to be a Member of the Board in the event that the appointing Member Agency ceases to be a Party to this Agreement. An Agency's Fire Chief shall cease to be a Member of the Board of Chiefs if he or she ceases to be the Fire Chief of the Member Agency, or if such Member Agency ceases to be a Party to this Agreement. Each Member Agency shall notify the Secretary in writing of the names of its respective appointments to the Board of Chiefs. The Secretary shall notify each Member Agency of the appointments of the other Parties.

- (1) The Board of Chiefs is the administrative arm of the Commission and is authorized to act on behalf of the Commission as necessary for the ordinary conduct of business. The Board of Chiefs is responsible to the Commission for development of reports on:
 - (a) ALS budgets of the Member Agencies;
 - (b) Operational objectives;
 - (c) Member Agency service level proposals and service level implementation and coordination including, but not limited to, adjustment of the number of operational ambulances and locations of said ambulances by the Member Agencies;
 - (d) Member Agency response matrices, including the adjustment of response levels, addition of surge ambulances and the leasing of facilities, acquisition of equipment and, as applicable, personnel staffing; and
 - (e) Allocation and distribution Authority Revenues as determined by the Member Agencies.
- (2) The Board of Chiefs shall exercise its authority and responsibilities by and through the Board Chair, whose appointment is set forth in Section 9.C. of this Agreement.
- (3) Disputes on matters related to service level proposals, implementation and/or coordination ("Service Related Issues") set forth in this Section shall be addressed as follows:
 - (a) In-Person Informal Conference: If the Parties disagree on Service Related Issues, the Parties shall first schedule and conduct an informal in-person conference in an effort to resolve the Service Related Issues informally. Such conference shall occur within 15 days of identification the disagreement by the Parties.
 - (b) Formal Conference: If such an in-person conference does not resolve the Service Related Issues, then the Parties shall select an agreed

upon independent third-party Fire Chief from another agency within San Diego County to meet with the Parties to assist in resolving the Service Related Issues.

- (c) **Mandatory Non-Binding Mediation:** If the Service Related Issues are not resolved after the formal conference with the independent third party Fire Chief from another agency, or if the Parties are unable to select an independent third party Fire Chief from another agency to assist with resolving Service Related Issues, the Parties shall first endeavor to settle the dispute over the Service Related Issues (“Dispute”) in an amicable manner before having recourse in a court of law, by:
 - i. using the services of a neutral and independent qualified subject matter expert, that is acceptable to the Parties who shall proceed in the same manner as is specified in this Section 7.A.3; or
 - ii. conduct mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a Notice of Demand for Mediation to the other Party.
- (d) **Selection of Mediator:** A single mediator that is acceptable to the Parties shall be used to mediate the Dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.
- (e) **Mediation Expenses:** All mediation costs, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be Authority costs.
- (f) **Conduct of Mediation:** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 – 1128 and 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary. The Parties shall have representatives attend the mediation who are authorized to settle the Dispute, though a recommendation of settlement may be subject to the approval of each agency’s boards or legislative bodies. Either Party may have attorneys, witnesses or experts present.

- (g) Mediation Results: Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- (h) Performance Required During Dispute: Nothing in this Section 7.A.3 shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activities, pending the resolution of any Dispute under this Agreement.

SECTION 8. Meetings of the Commission, and the Board of Chiefs.

- A. Regular and Special Meetings of the Commission: The Commission shall provide for its regular meetings, holding four (4) regular meeting each year. The date, hour, and location at which any regular meeting of the Commission shall be held and fixed by resolution, and a copy of such resolution shall be filed with each Member Agency. The Commission shall provide for such further meetings, as may be needed, depending upon the business or operational needs of the Authority or as may reasonably be requested by any Commissioner.
- B. Regular Meetings of the Board of Chiefs: The Board of Chiefs shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The date, hour, and location at which any regular meeting of the Board of Chiefs shall be held and fixed by resolution, and a copy of such resolution shall be filed with each Member Agency. The Board of Chiefs may provide for further meetings, as may be needed, depending upon the business or operational needs of the Authority as may reasonably be requested of the Chair of the Board of Chiefs by a majority of the Members of the Board.
- C. Ralph M. Brown Act: The Commission and the Board of Chiefs shall adopt rules for conducting their meetings and other business. All meetings of the Commission and the Board of Chiefs, including without limitation regular, adjourned regular, and special meetings, shall be called, noticed, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).
- D. Quorum and Voting:
 - A. Quorum. A majority of the Commission and/or Board of Chiefs shall constitute a quorum for the transaction of business. A lesser number of each body may adjourn for lack of a quorum. Ex Officio Members shall not be counted for purposes of establishing a quorum.

B. Voting. Each Commissioner and/or Member of the Board of Chiefs shall have one (1) vote. Ex Officio Members shall not be entitled to vote. Except as otherwise provided by law or by this Agreement, all actions of the Commission and all actions of the Board of Chiefs shall be approved on the affirmative vote of a majority of the Members of the Commission or the Board of Chiefs, as the case may be.

(a) Tie Votes: Except as otherwise required by Section 10, whenever, after consideration of a matter for two meetings, the Commission is unable to decide the matter because of a tie vote, the issue shall be referred to the governing body of each Party for resolution within 45 days.

E. Minutes: The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept, and shall, as soon as possible after each meeting, provide a copy of the minutes to each Commissioner and each Member of the Board of Chiefs, respectively, and to each Member Agency.

SECTION 9. Officers and Respective Duties.

A. Chair and Vice Chair of the Commission: The Commission shall elect a Chair and Vice Chair at its first regular meeting, and thereafter, at the first regular meeting held in each succeeding calendar year, the Commission shall elect or re-elect its Chair and Vice Chair. The Chair and Vice Chair shall be from different Member Agencies, and each position shall alternate between Member Agencies on a two-year rotational basis. In the event the Chair or Vice Chair so elected ceases to be a Commissioner, the resulting vacancy of the position of Chair or Vice Chair shall be filled at the meeting of the Commission held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside and conduct all meetings of the Commission.

B. Secretary of the Commission: The Commission shall appoint a Secretary of the Commission at the first regular meeting of the Authority. It is the intent of the Parties that the Secretary position shall alternate between Member Agencies on a two-year rotation and that the Secretary shall be appointed from the same Member Agency as the Chair of the Board of Chiefs. The Secretary, in addition to keeping the minutes pursuant to the provisions of Section 8.E of this Agreement, will prepare an agenda for each meeting of the Commission and the Board of Chiefs. The Secretary will solicit agenda items for regular meetings at least fifteen (15) working days in advance of said meeting, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act. The Secretary will meet jointly with the Chair of the Board of Chiefs and Chair of the Commission at least ten (10) working days in advance to develop the agenda. Agenda items will be supported by appropriate documentation and explanation. The Secretary will deliver the agenda and supporting documentation to each Commissioner, each officer of the Authority, and each Member of the Board at least five (5) working days prior to the scheduled meeting.

- C. Chair and Vice Chair of the Board of Chiefs: The Board of Chiefs shall elect a Chair and Vice Chair at its first regular meeting of each calendar year. The Chair of the Board of Chiefs position shall alternate between agencies on a two-year rotation. In the event that the Chair or Vice Chair so elected ceases to be a Member of the Board, the resulting vacancy shall be filled at the meeting of the Board of Chiefs held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his/her absence the Vice Chair, shall preside at and conduct all meetings of the Board of Chiefs.
- D. Secretary of the Board of Chiefs: The Secretary of the Board of Chiefs shall be the Secretary of the Commission. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board of Chiefs.
- E. Attorney of the Authority: The attorney of one of the Parties shall be appointed as the Attorney to the Authority at its first regular meeting, and shall serve at the pleasure of the Commission. Thereafter, at the first regular meeting held in every succeeding odd calendar year commencing in 2025, it is the intent of the Parties that the Commission shall select the Attorney from the other Party to the Agreement to serve as the Attorney to the Authority. The Attorney shall advise the Commission, the Board of Chiefs, the Administrative Services Provider and/or officers of the Authority in connection with any business relating to the Authority. The Attorney or a designated deputy shall attend all meetings of the Commission; provided however, that the absence of the Attorney shall not affect the validity of any meeting. The Commission may, as determined necessary, employ other counsel to represent and/or advise the Commission, the Board of Chiefs, and/or officers of the Authority, on business and/or other litigation.
- F. Treasurer/Auditor/Controller of the Authority: The Treasurer/Auditor/Controller shall be the Administrative Services Provider's senior financial officer (such as its chief financial officer, director of finance, or finance manager) as designated by the Administrative Services Provider unless the Commission elects to appoint as the Treasurer and Auditor/Controller another individual of its own choosing. The offices of Treasurer and Auditor/Controller may be held by separate individuals, or combined and held by one individual as the Commission may elect. If the Commission does not elect to appoint another individual of its own choosing as the Treasurer and Auditor/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrative Services Provider and may be removed at any time, with or without cause, in the sole discretion of the Administrative Services Provider's governing board or management-level employee. The Treasurer/Auditor/Controller shall attend the meetings of the Commission, and advise the Commission in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The Treasurer/ Auditor/Controller shall have the custody of all Authority money, from whatever source, and shall have all of the duties and responsibilities set forth in Government Code Sections 6505, 6505.5, and 6509.5, and shall include the following:

- (1) Establish, with the Commission's approval, the annual budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority;
- (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting principles and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;
- (3) Enforce strict compliance with the approved annual budget and approve only expenditures authorized therein;
- (4) Manage the allocation and distribution of Authority Revenues;
- (5) On a semi-annual basis, provide a reconciliation of Authority Revenues, monthly disbursements to Member Agencies, and Authority expenditures, along with the proposed true-up payments for the semi-annual period;
- (6) Ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto, in accordance with the provisions of California Government Code Section 53600 et seq.; he or she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;
- (7) Furnish periodic revenue, expenditure, and funds status reports to the Chair of the Commission; coordinate an annual audit of the basic financial statements in accordance with generally accepted governmental auditing standards and facilitate an annual agreed upon procedures review of the allocation and distribution Authority Revenues, and debts, liabilities, and obligations if any of the Authority;
- (8) As applicable, maintain an inventory of all property of the Authority, and may designate the Authority Director as the custodian of such property;
- (9) With advice from the Commission, obtain and maintain liability and, if applicable, obtain and maintain casualty insurance for the Authority and for the property of the Authority; and
- (10) Make all books and records of the Authority in his/her hands open to inspection at all reasonable times by representatives of the Member Agencies.

G. Administrative Services Provider:

- (1) Generally: The Member Agencies, by approval of this Agreement, hereby appoint Santee as Administrative Services Provider for the purposes of administering the Authority. Except as provided in Section 9.G.2 below, the Commission shall appoint the Administrative Services Provider pursuant to a separate written agreement.
- (2) Administrative Services Provider:
 - (a) Santee shall serve as the Authority's Administrative Services Provider. The Administrative Services Provider shall perform all services reasonably necessary for the administrative functions of the Authority including, but not limited to:
 - i. coordinating and preparing materials for Commission meetings within the scope of its services to the Authority;
 - ii. identifying key Administrative Services Provider staff that will provide services to the Commission and the Authority as the Administrative Services Provider, including staff who shall serve as Treasurer, in accordance with the directions given by the Administrative Services Provider's governing body or by a management employee under the exclusive control of Santee;
 - iii. being responsible for the administration of the contract with the billing consultant and any other contractors or consultants providing services to the Authority;
 - iv. obtaining a Tax Identification Number, a Medical Provider Number, any other accounts or authorization numbers required for the billing needs of and for the Authority;
 - v. implementing the policies, decisions, and directions of the Commission and/or the Board of Chiefs, as provided to Santee at the agency level to the person identified under subsection (d) below; and
 - vi. coordinating and conferring with the Board of Chiefs, and reporting to the Commission and the Board of Chiefs.
 - (b) In order to compensate the Administrative Services Provider for the performance of its services, the Authority shall pay the Administrative Services Provider a quarterly service fee upon receipt of a quarterly invoice. The amount of the quarterly service fee shall be set forth in a

writing approved by the Commission and Santee following the Effective Date of this Agreement, and may be revised as necessary in a writing signed by the Authority and Santee based on the Administrative Services Provider's projections of the cost to perform its services.

- (c) The Administrative Services Provider shall identify key staff that shall provide services required of the Administrative Services Provider. Key staff identified by the Administrative Services Provider shall be qualified to perform services required of the Administrative Services Provider. Such key staff shall at all times remain under the exclusive direction and control of Santee. Subject to payment of quarterly service fees by the Authority as provided in subsection (b) above, the Administrative Services Provider shall be responsible for all compensation, supervision, and administrative costs relating to its staff.
- (d) A representative of the Administrative Services Provider, which shall be an employee that is not assigned to deliver services required of the Administrative Services Provider, shall serve as the main point of contact for the Authority. Any concerns regarding the Administrative Services Provider's performance as Administrative Services Provider, including staff identified to perform services required of the Administrative Services Provider, shall be relayed to the designated point of contact.
- (e) The Authority, its Commission and/or Board of Chiefs shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish hours or days for the performance of services provided by the Administrative Services Provider's staff. The Authority, its Commission and/or Board of Chiefs, shall not have any right to discharge or discipline any member of the Administrative Services Provider's staff.
- (f) The Administrative Services Provider is retained as an independent contractor and is not an employee of Authority. No employee or agent of the Administrative Services Provider shall become an employee of the Authority. The Administrative Services Provider's employees or agents assigned to provide services under this Agreement shall remain under the exclusive control of Santee.
- (g) The Authority shall defend, indemnify, and hold harmless Santee and its officials, officers, employees, contractors, agents, and authorized volunteers from any and all claims, demands, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, arising from or related to Santee's performance of services as the Administrative Services Provider.

- H. Official Bond: Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Board of Directors of the Authority.

SECTION 10. Fiscal Year, Finances, and Annual Budget.

- A. Fiscal Year: The Authority's fiscal year shall be the twelve-month period commencing each July 1. The Authority shall operate only under an approved fiscal year budget. Authority may not operate at a deficit.
- B. Interim Budget: The Commission shall, adopt an interim budget for the Authority within one hundred and twenty (120) days of the effective date of the dissolution of CSA 69, which shall constitute the operating budget until the Annual Budget is adopted.
- C. Annual Budget: The Commission shall establish the Annual Budget for the Authority as follows:
- (1) Preliminary Budget. Prior to March 31 each year, the Administrative Services Provider shall provide a preliminary budget to the Member Agencies.
 - (2) Final Annual Budget. Prior to October 1 of each year, the Commission shall adopt a final annual budget for all expenses to be made by the Authority during the ensuing Fiscal Year and an allocation of contributions from Member Agencies. Each annual budget shall be adopted and shall be effective on the affirmative vote of a majority of the Commission.
 - (3) Budget Reserve. Each annual budget shall include a minimum Reserve for Contingency equal to ten percent (10%) of otherwise budgeted and approved expenditures. Money may be expended from this Reserve only with the expressed approval of the Commission. The Reserve shall roll over as the beginning balance of the subsequent fiscal year.
 - (4) Failure to Obtain Budget Approval. In the event the Commission does not adopt a budget prior to start of a fiscal year, the budgeted amounts of all expenses and allocation of contributions from Member Agencies shall remain the same as the amounts last approved by the Commission in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI") with a minimum increase of no less than two percent (2%). The CPI shall mean the Consumer Price Index for all urban consumers (CPI-U) for the San Diego-Carlsbad (1982-84 = 100) for the twelve (12) month period ending the February prior to the beginning of the fiscal year. This factor shall be applied to the budget until such time as a new budget is adopted by the Commission. Any shortfall in revenues shall be made up from available reserves dedicated by the Commission for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Commission for a particular purpose or otherwise

legally restricted for other purposes. Reserves shall mean any available cash or investments.

- D. Administration. The Board of Chiefs has the authority to fully implement the approved Authority budget. The Chair of the Board of Chiefs, with the approval of the Board of Chiefs, may recommend expenditures and budgetary transfers or adjustments. However, neither the Chair nor the Board of Chiefs may exceed the funding authorized in the Authority budget. In addition, neither the Chair nor the Board of Chiefs may alter the Authority budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Commission approval.
- E. Funds, Accounts and Reports: There shall be strict accountability of all funds and reporting of all receipts and disbursements.
- (1) Sources of Funds: The sources of funds available to the Authority may include, but are not limited to, the following:
 - (a) Grants, donations, and loans received by the Authority from local, State, or Federal agencies or from individuals or businesses.
 - (b) Funds collected as billing revenue or funds received, if any, from Member Agencies as part of the reallocation of revenues.
 - (c) "In kind" contributions from Member Agencies.
 - (d) Funds from any other source derived.

The Treasurer shall arrange for the receipt of such funds from the above sources as are available to the Authority and as are necessary for the conduct of the Authority's activities. Member Agencies may, in the appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth in this Agreement; (b) make payments of public funds to defray the cost of such purposes; and (c) make advances of public funds for such purposes. The provisions of Government Code section 6513 are incorporated into this Agreement. The Authority may adopt a cost sharing formula for determining contributions from Member Agencies.

- (2) Accounts. Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into accounts that may be established by the Authority and/or Treasurer on behalf of the Authority, and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.
- (3) Reports. The Treasurer shall, within one hundred eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such fiscal year to the Commission, Board of Chiefs, and to each Member Agency. The Authority's books and records shall be open to inspection at all reasonable times by representatives of each Member Agency.

- F. **Payments and Advances.** No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget, which may from time to time be submitted to and approved by the Commission.
- G. **Audit.** The Treasurer and Auditor/Controller shall cause an annual audit (or bi-annual audit if the requirements of Government Code section 6505 (f) are met) of the accounts and records of the Authority to be made and reported in accordance with Sections 6505 through 6505.6 of the Government Code. The audit shall conform to generally accepted auditing standards. Such report shall be filed within one hundred eighty (180) days after the close of each Fiscal Year under examination.

SECTION 11. Personnel.

- A. The Authority may employ any positions and/or hire any consultants deemed necessary to administer the Emergency Medical Transport and related services. The positions must be authorized and funded in the Authority's annual budget.
- B. The Chair of the Board of Chiefs, with oversight of the Board of Chiefs, is authorized to act on behalf of the Authority in all matters of personnel administration, given the positions and funding authorized by the Commission in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and terminations.

SECTION 12. Withdrawal: Termination.

Each Member Agency shall remain a Party to this Agreement and may not voluntarily terminate the Agreement unless any Member Agency breaches this Agreement, then such Member Agency shall be automatically terminated as a Party to this Agreement. The terminated Agency shall remain liable for any obligations as if the terminated Member Agency were still a Party to the Agreement. Such terminated Agency shall also be liable for its pro rata share of any outstanding debt or other obligations incurred as defined by the Authority.

The Authority retains the right to seek legal redress, if necessary, to obtain payment of amounts due. The Authority is entitled to costs and attorney fees related to such legal redress, including, but not limited to, seeking injunctive relief. A terminated Member Agency or an Agency that withdraws waives all rights, title and interest in, and forfeits any claim to any assets of the Authority.

Notwithstanding the above, any Member Agency which withdraws shall be obligated to pay to the Authority a sum equal to the percentage of said Member Agency's obligations for each future fiscal year ending on the date of withdrawal. Further, a withdrawing agency shall pay such Debt, Long Term Liabilities and Obligations that have accrued on a pro rata basis existing on the date of withdrawal. Said payment shall be a cash payment of the full amount made within 30 days of the withdrawal date.

SECTION 13. Dissolution.

The Agreement shall terminate and the Authority is thereby dissolved if the Parties unanimously agree to terminate the Agreement. Dissolution, however, shall only be effective upon a June 30, but shall in no event be effective until the requirements of Section 12 are satisfied.

SECTION 14. Disposition of Assets.

- A. This Agreement may not be terminated and disposition of assets made to Parties to the Agreement until the Authority reasonably exhausts all means of collecting any monies due to the Authority. The Commission must formally accept a final accounting prepared by the Treasurer/Controller before any final disposition of net assets may be made, and termination of the Agreement consummated.
- B. If the cause for termination was reduction of the number of Parties to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining Party to the Agreement.
- C. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such Parties according to the relative obligations paid by those Parties during the entire term of the Agreement.
- D. In no event shall assets be transferred to Member Agencies until all debts, liabilities and obligations are retired.

SECTION 15. Amendment to Agreement.

The Agreement may be amended by a majority vote of the Commission only after approval of two-thirds vote of the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board of Chiefs, if applicable. The Commission shall then forward the proposed amendment with its recommendation to the governing body of each Party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Party concurs with the amendment. The Secretary shall notify each Party of the resultant action.

SECTION 16. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 17. Hold Harmless.

Each Member Agency shall defend, indemnify, and save all other individual Member

Agencies and the Authority harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Commission, Board of Chiefs, Director, and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

SECTION 18. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 19. Notice to Secretary of State, Controller and Local Agency Formation Commission.

A notice of the creation of the Authority by this Agreement, and/or any amendments to this Agreement, shall be filed by the Authority with the Secretary of State within 30 days of the Effective Date pursuant to Section 6503.5 of the Act. A copy of this Agreement and any amendment shall be filed by the Authority with the State Controller and San Diego Local Agency Formation Commission within 30 days of the Effective Date pursuant to Section 6503.6 of the Act.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF SANTEE

LAKESIDE FIRE PROTECTION DISTRICT

By: _____
Marlene Best, City Manager

By: _____

Date: _____

Date: _____

**APPROVED AS TO FORM:
BEST & KRIEGER LLP**

**APPROVED AS TO FORM:
MCDUGAL LOVE BOEHMER FOLEY
LYON & MITCHELL**

By: _____

By: _____

Date: _____

Date: _____