



**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. Hagerty  
City Clerk | Annette Fagan Ortiz

### MEETING INFORMATION

**Wednesday, September 28, 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 | Heather Jennings  
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](http://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:** Carlton Hills Evangelical Lutheran Church – Rev. Andreas Walker-Thode

**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 Meeting Minutes of the Santee City Council for the August 24, 2022, and the September 14, 2022, Regular Meetings. (City Clerk – Ortiz)**
- (3) **Approval of Payment of Demands as Presented. (Finance – Jennings)**
- (4) **Approval of the Expenditure of \$123,160.34 for August 2022 Legal Services and Reimbursable Costs. (Finance – Jennings)**
- (5) **Authorizing the Acceptance and Appropriation of Fiscal Year 2021 Urban Area Security Initiative (UASI) Grant Training Funds for UASI Training Backfill Overtime Reimbursement. (Fire – Garlow)**
- (6) **Notice of Required Amendments to Conflict of Interest Code. (City Clerk – Ortiz)**
- (7) **Adoption of a Resolution Accepting the Award of Regional Early Action Program Housing Acceleration Program Grant Funds from the San Diego Association of Governments (SANDAG) and Authorizing the City Manager to Execute a Grant Agreement. (Development Services – Planning)**



**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.*

**NEW BUSINESS:**

- (8) Authorize the City Manager to Execute a Professional Services Agreement for Concession Services at Mast Park with The Dog Haus Disc Shop, LLC per RFP #22/23-40026. (Community Services – Chavez)**

Recommendation:

Authorize the City Manager to execute a Professional Services Agreement for Concession Services at Mast Park with The Dog Haus Disc Shop, LLC.

**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:****ADJOURNMENT:**



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

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
Oct	06	SPARC	Council Chamber
Oct	10	Community Oriented Policing Committee	Council Chamber
Oct	12	Council Meeting	Council Chamber
Oct	26	Council Meeting	Council Chamber

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

**For your convenience, a complete Agenda Packet is available for public review at City Hall and on the City’s website at [www.CityofSanteeCA.gov](http://www.CityofSanteeCA.gov).**

*The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 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** September 28, 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** September 28, 2022

**ITEM TITLE** APPROVAL OF MEETING MINUTES OF THE SANTEE CITY COUNCIL FOR THE AUGUST 24, 2022, AND THE SEPTEMBER 14, 2022, REGULAR MEETINGS

**DIRECTOR/DEPARTMENT** Annette Ortiz, CMC, City Clerk

**SUMMARY**

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENT**

Regular Meeting Minutes

- August 24, 2022
- September 14, 2022

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
August 24, 2022**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 6:30

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Ronn Hall and Council Members Laura Koval, Rob McNelis and Dustin Trotter – 5

Officers present: City Manager Marlene Best, City Attorney Shawn Hagerty, and City Clerk Annette Ortiz

**INVOCATION** was given by Lead Pastor Scotty James, The Village Church SD

**PLEDGE OF ALLEGIANCE** was led by Eric King, Parks and Landscape Supervisor

**ADJOURNMENT IN MEMORY:** James Peasley

Mayor Minto, Vice Mayor Hall, and Council Members Koval and McNelis spoke about James Peasley.

**CONSENT CALENDAR:**

- (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) **Approval of Payment of Demands as Presented. (Finance – McDermott)**
- (4) **Approval of the Expenditure of \$91,837.90 for July 2022 Legal Services and Reimbursable Costs. (Finance – McDermott)**
- (5) **Adoption of a Resolution Authorizing the Execution of a Master Lease-Purchase Agreement for the Purchase of One New Pierce Arrow XT Triple Combination Pumper and Approving Related Documents and Actions. (Finance – McDermott) (Reso 107-2022)**
- (6) **Adoption of a Resolution Accepting the Citywide Crack Sealing Program 2022 (CIP 2022-07) Project as Complete. (Development Services – Engineering) (Reso 108-2022)**
- (7) **Purchase of One New X Series EKG Monitor/Defibrillator and Related Equipment and Supplies from Zoll Medical Corporation. (Fire – Garlow)**

- (8) **Adoption of a Resolution Authorizing the City Manager or Designee to Create and Implement a “Hometown Heroes Banner Program,” and a Policy to Govern Such Program. (City Manager – Best) (Reso 109-2022)**

**ACTION:** Council Member McNelis moved approval of the Consent Calendar.

Council Member Trotter seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 5. Noes: 0

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

- (A) Kathleen Lippit, Coastal Communities Drug Free Coalition, spoke regarding cannabis.
- (B) Algie Hassler, provided photos for the record, spoke regarding a nuisance in the neighborhood near Santee Mobile Estates.
- (C) Becky Rapp, provided a handout for the record, spoke regarding cannabis.
- (D) Steven Gerard Sidlovsky, provided a handout for the record, spoke regarding prolife.
- (E) Kristen Dare, Santee Chamber of Commerce, thanked Council and City staff for their assistance with the non-profit grant program.

**CONTINUED BUSINESS:**

- (9) **Status Update on the Implementation of the Permitting and Land Management System. (Development Services – Planning)**

In conjunction with the Senior Planner and Assistant Engineer, the Assistant to the City Manager provided a PowerPoint presentation and responded to Council questions.

- (10) **Arts and Entertainment District Overlay Update. (Development Services – Planning)**

The Principal Planner introduced the item and Elizabeth Ocampo Vivero with RRM Design provided a PowerPoint presentation. Mark Steele, President of the M.W. Steele Group, along with key City staff, responded to Council questions and received direction.

- (11) **Resolution Authorizing the Execution of a First Amendment to the Professional Services Agreement with HMC Group DBA HMC Architects for Architectural, Engineering, Landscape Architectural and Environmental Design for the Santee Community Center (CIP 2018-31) Project. (Development Services – Engineering) (Reso 110-2022)**

The Director of Community Services provided a PowerPoint presentation and responded to Council questions.



**ACTION:** Vice Mayor Hall moved approval of staff recommendation.

Council Member Koval seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; McNelis: Aye; and Trotter: No. Ayes: 4. Noes: 1.

**NEW BUSINESS:**

**(12) Selection of Voting Representative and Alternate for League of California Cities' Annual Conference. (City Clerk – Ortiz)**

**ACTION:** Mayor Minto moved to appoint Mayor Minto as the voting representative and Vice Mayor Hall as the alternate.

Council Member Trotter seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**(13) Appointment to the Office of Member of the City Council of the City of Santee for District 1 and District 2, Due to Insufficient Nominees for the November 8, 2022, General Municipal Election, or Provision of Direction to Hold the Election. (City Clerk – Ortiz) (Reso 111-2022)**

**ACTION:** Council Member Koval moved approval of staff recommendation.

Council Member McNelis seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT: (Continued)**

None.

**CITY COUNCIL REPORTS:**

Council Member Koval addressed why the cannabis link is available on the City website.

Council Member Trotter reported on the small fires that have occurred in the City; he also spoke regarding his experience on a ride-along with the Santee Fire Department's medic unit.

Council Member McNelis reported on the passing of Pam Wilson.

Mayor Minto spoke regarding bicycle safety.

**CITY MANAGER REPORTS:**

Manager Best reminded the community of the Santee Brews and Bites event.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

Council Members recessed at 8:33 p.m. and convened in Closed Session at 8:45 p.m.

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

(Government Code Section 54956.8)

Property: Parcel 4 of Parcel Map 18857 located in Trolley Square

City Negotiator: City Manager

Negotiating Parties: Excel Hotel Group and Santee Trolley Square 991, LP

Under Negotiation: Price and terms of payment

**(15) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code Section 54956.9(d)(4))

Initiation of litigation: (one case)

Council Members reconvened in Open Session at 8:49 p.m. with all members present. Mayor Minto reported for Items 14 and 15 the Council unanimously voted to move forward with litigation on both Items.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:50 p.m. in memory of James Peasley.

Date Approved:

---

Annette Fagan Ortiz, CMC, City Clerk

# DRAFT

**Minutes  
Santee City Council  
Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, California  
September 14, 2022**

This Regular Meeting of the Santee City Council was called to order by Mayor John W. Minto at 6:31 p.m.

**ROLL CALL:** Present: Mayor John W. Minto, Vice Mayor Ronn Hall and Council Members Laura Koval, Rob McNelis and Dustin Trotter – 5

Officers present: City Manager Marlene Best, City Attorney Shawn Hagerty, and City Clerk Annette Ortiz

**INVOCATION** was given by Marshall Masser, Lakeside Christian Church

**PLEDGE OF ALLEGIANCE** was led by Tim McDermott, Director of Finance

**ADJOURNMENT IN MEMORY:** Pam Wilson

Mayor Minto presented the Certificate of Adjournment to Doug Wilson and family.

**PRESENTATION:** Introduction of 2022 Miss Santee, Miss Teen Santee and Junior Miss Santee

Mayor Minto introduced 2021 Miss Santee Althea Valdez who introduced the 2022 Miss Santee Court: Heather Cantin, Miss Santee; Julianna Abrahan, Miss Teen Santee and Ezra Collier, Junior Miss Santee. Mayor Minto presented each with a rose, City pin and a personalized pen.

**CONSENT CALENDAR:**

- (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 Accepting the City Hall Fiberoptic Cable Replacement Project (CIP 2022-30) as Complete. (Development Services – Engineering) (Reso 118-2022)**
- (4) **Purchase of a Vehicle Lift from Snap-On Industrial, per Sourcewell Contract #013020-SNP in an Amount Not to Exceed \$40,101.53. (Fire – Garlow)**

- (5) Adoption of a Resolution Authorizing the Appropriation and Expenditure of Fiscal Year 2021 State Homeland Security Program Grant Funds in Accordance with All Program Requirements. (Fire – Garlow) (Reso 119-2022)
- (6) Adoption of a Resolution Accepting the Citywide Concrete Repair and Replacement Program 2021 (CIP 2021-05) Project as Complete. (Development Services – Engineering) (Reso 120-2022)
- (7) Adoption of a Resolution Authorizing a Change in the Contracting Officer for Banking Services with Union Bank, N.A. (Finance – McDermott) (Reso 121-2022)

**ACTION:** Council Member Trotter moved approval of the Consent Calendar.

Council Member McNelis seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; McNelis: Aye; and Trotter: Aye. Ayes: 5. Noes: 0.

**NON-AGENDA PUBLIC COMMENT (15 minutes):**

- (A) Dan Bickford spoke regarding Community Choice Aggregation.
- (B) Monique Silver spoke regarding the invocation.
- (C) Lynda Marrokal spoke regarding a first-time home buyer program in the City.

**CONTINUED BUSINESS:**

- (8) Public Hearing for the Development of Fanita Ranch, to Consider Certifying Final Revised Environmental Impact Report Including Recirculated Sections of the Final Revised Environmental Impact Report (AEIS2017-11, AEIS2022-4), and Approving the Fanita Ranch Development Plan and Development Review Permit (DR2022-4), Vesting Tentative Map (TM2022-1), and Conditional Use Permits for Public Parks (P2022-1 And P2022-2), and a Fire Station (P2022-3) (Development Services – Planning) (Resos 112-2022, 113-2022, 114-2022, 115-2022, 116-2022, 117-2022)

Council Member McNelis recused himself from the Item and left the dais. The Public Hearing was opened at 6:57 p.m. The Principal Planner introduced the Item and the Associate Planner; Principal Planner; Fire Chief; and Mike Davis, San Diego Sheriff Department, provided a PowerPoint presentation and responded to Council questions. On behalf of the applicant, Jeff O'Connor, HomeFed Corporation; Michael Huff, Dudek; and Phoung Nguyen, Chen Ryan Associates, provided a PowerPoint presentation and responded to Council questions.

Council recessed at 8:12 p.m. and reconvened in Open Session at 8:24 p.m.



**PUBLIC SPEAKER(S):**

- Ralph Potter
- Paul Borden, HomeFed
- Lee Shannon
- Michele
- Daniel Twombly (did not speak)
- Lori Scribner
- Theresa McCarthy
- Tyler Martin
- Janet Garvin
- Sherise Stark
- Victor Diaz
- Van Collinsworth, Preserve Wild Santee
- Steve Stelman
- Stacie Greene
- Mary Chaparro
- John LaRaia
- Mia Bianchi
- Sean-Paul Chambers
- Frank Landis, California Native Plant Society
- Sandy
- Xiaolong Huang
- Mike Dolan
- Wes Wise
- Steve Coker
- Michael Huse, HomeFed
- Lynda Marrokal
- Justin Schlaefli
- Emilie Cowell
- Kristen Dare, Santee Chamber of Commerce
- Brandon Goldberg
- Adrian Luna, BIA San Diego
- Nicole Marrokal
- Jason Torbett, Shea Homes
- Nichole Weinman, Jaam Electric
- Robert Janica (did not speak)
- Dan Bickford
- Phil Ortiz, City of El Cajon
- Michael Ranson (did not speak)
- Austin Weinman, Jaam Electric (did not wish to speak)
- Timothy Hill, Jaam Electric (did not wish to speak)

**ACTION:** Council Member Trotter moved approval of staff recommendation.

Council Member Koval seconded the motion, which carried by the following vote: Mayor Minto: Aye; Vice Mayor Hall: Aye; and Council Members Koval: Aye; and Trotter: Aye. Council Member McNelis – Recused. Ayes: 4. Noes: 0. Abstain: 1.

The Public Hearing was closed at 10:35 p.m.

Council Member McNelis rejoined the meeting at 10:36 p.m.

**NEW BUSINESS:**

**(9) Consideration of an Increase in the Fire Benefit Fee. (Finance – McDermott)**

The Director of Finance provided a PowerPoint presentation and responded to Council questions.

After discussion, direction was given to staff.

**NON-AGENDA PUBLIC COMMENT: (Continued)**

None.

**CITY COUNCIL REPORTS:**

None.

**CITY MANAGER REPORTS:**

The City Manager reported on the recycling and paper shredding event.

**CITY ATTORNEY REPORTS:**

None.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 11:01 p.m.

Date Approved:

---

Annette Fagan Ortiz, CMC, City Clerk

**MEETING DATE** September 28, 2022

**ITEM TITLE** PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Heather Jennings, Finance *HJ*

**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**

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>
09/07/22	Accounts Payable	\$ 120,551.37
09/08/22	Accounts Payable	200,912.92
09/08/22	Payroll	391,225.05
09/09/22	Accounts Payable	35,459.74
09/12/22	Accounts Payable	113,913.57
09/13/22	Accounts Payable	119,635.13
09/14/22	Accounts Payable	140,995.12
09/15/22	Accounts Payable	<u>31,071.22</u>
	TOTAL	<u>\$1,153,764.12</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.



Heather Jennings, Director of Finance



Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131477	9/7/2022	11399 CABLE, PIPE, & LEAK DETECTION	898967	54026	LEAK DETECTION	590.00
<b>Total :</b>						<b>590.00</b>
131478	9/7/2022	10876 CANON SOLUTIONS AMERICA INC	4040538008	53987	SCANNER MAINTENANCE	106.46
			4040538009	53987	SCANNER MAINTENANCE	106.46
			4040538010	53987	PLOTTER MAINTENANCE & USAGE	25.23
			4040538011	53987	PLOTTER MAINTENANCE & USAGE	25.23
<b>Total :</b>						<b>263.38</b>
131479	9/7/2022	10032 CINTAS CORPORATION #694	4128523194	53959	MISC. SHOP RENTAL SERVICE	65.10
<b>Total :</b>						<b>65.10</b>
131480	9/7/2022	12328 CINTAS CORP. #2	5120261066	53989	FIRST-AID KIT SERVICE	299.37
<b>Total :</b>						<b>299.37</b>
131481	9/7/2022	10171 COUNTY OF SAN DIEGO AUDITOR &	07/2022 AGENCY REV		07/2022 AGENCY PARK CITE REPT	350.75
			07/2022 DMV REVENUE		07/2022 DMV PARK CITE REPT	153.50
			07/2022 PHOENIX REV		07/2022 PHOENIX CITE REV REPT	879.25
<b>Total :</b>						<b>1,383.50</b>
131482	9/7/2022	10333 COX COMMUNICATIONS	038997401-SEP22		10601 N MAGNOLIA AVE APT 8	57.00
<b>Total :</b>						<b>57.00</b>
131483	9/7/2022	11168 CTE INC CLARK TELECOM AND	3124	54027	STREET LIGHT REPAIRS - EXTRA V	1,071.04
			3125	54027	DIG ALERT MARK OUTS	1,847.63
<b>Total :</b>						<b>2,918.67</b>
131484	9/7/2022	10449 DAY WIRELESS SYSTEMS	737175	53919	DAY WIRELESS SYSTEMS	403.66
<b>Total :</b>						<b>403.66</b>
131485	9/7/2022	11295 DOKKEN ENGINEERING	41714	52440	CUYAMACA RIGHT TURN POCKET	1,100.00
<b>Total :</b>						<b>1,100.00</b>
131486	9/7/2022	10009 FIRE ETC	171047	53881	FIREFIGHTING SUPPLIES	1,002.08
<b>Total :</b>						<b>1,002.08</b>
131487	9/7/2022	11875 HALL, RONN	08292022B		CANDIDATE STATEMENT REFUND	800.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131487	9/7/2022	11875 11875 HALL, RONN	(Continued)			Total : 800.00
131488	9/7/2022	10490 HARRIS & ASSOCIATES INC	53808	53763	IS/MND - CANNABIS ORDINANCE	19,297.50
						Total : 19,297.50
131489	9/7/2022	11196 HD SUPPLY FACILITIES	9205896047	53995	FACILITIES MAINTENANCE SUPPLI	473.24
						Total : 473.24
131490	9/7/2022	14459 HMC GROUP	163966	53747	SANTEE COMMUNITY CENTER	48,379.25
						Total : 48,379.25
131491	9/7/2022	10204 LIFE ASSIST INC	1241417	53891	EMS SUPPLIES	1,528.87
						Total : 1,528.87
131492	9/7/2022	14470 M.W STEEL GROUP, INC	2200-05	53741	SANTEE ART & ENTERTAINMENT D	13,145.08
			2200-06	53741	SANTEE ART & ENTERTAINMENT D	9,498.75
						Total : 22,643.83
131493	9/7/2022	11839 MCNELIS, ROBERT	08292022A		CANDIDATE STATEMENT REFUND	800.00
						Total : 800.00
131494	9/7/2022	14637 MICOM, INC.	15985	54032	CITY HALL FIBEROPTIC REPLACEM	1,984.00
			15985-R		RETENTION	-99.20
						Total : 1,884.80
131495	9/7/2022	10507 MITEL LEASING	903861166		MONTHLY RENTAL 124690	312.66
			903861203		MONTHLY RENTAL 130737	276.33
						Total : 588.99
131496	9/7/2022	10083 MUNICIPAL EMERGENCY SERVICES	IN1751596	53925	FIREFIGHTING SUPPLIES	975.89
						Total : 975.89
131497	9/7/2022	10308 O'REILLY AUTO PARTS	2968-103450	53896	VEHICLE REPAIR PART	6.98
			2968-103518	53896	VEHICLE REPAIR PARTS	75.09
			2968-103615	53896	VEHICLE REPAIR PART	15.12
			2968-103764	53896	VEHICLE REPAIR PART	10.66
			2968-103777	53896	VEHICLE REPAIR PART	29.74

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131497	9/7/2022	10308 10308 O'REILLY AUTO PARTS	(Continued)		Total :	137.59
131498	9/7/2022	12062 PURETEC INDUSTRIAL WATER	2005149	54001	DEIONIZED WATER SERVICE	125.58
			2005347	54000	DEIONIZED WATER SERVICE	131.08
			2006070	54000	DEIONIZED WATER SERVICE	131.08
					Total :	387.74
131499	9/7/2022	10221 QUALITY CODE PUBLISHING LLC	2022-231	54038	MUNICIPAL CODE CODIFICATION	2,747.90
					Total :	2,747.90
131500	9/7/2022	14662 ROGERS, DEVERNA	08232022		TUITION REIMBURSEMENT	2,500.00
					Total :	2,500.00
131501	9/7/2022	13171 SC COMMERCIAL, LLC	2198903-IN	53902	DELIVERED FUEL	910.62
			2200200-IN	53902	DELIVERED FUEL	858.39
					Total :	1,769.01
131502	9/7/2022	13554 SC FUELS	0588944-DEF	54029	DIESEL EXHAUST FLUID	15.01
					Total :	15.01
131503	9/7/2022	13206 SHARP BUSINESS SYSTEMS	9003924425	54016	SHARP COPIES/MAIN 2022.08	932.80
					Total :	932.80
131504	9/7/2022	10314 SOUTH COAST EMERGENCY VEHICLE	509206	53907	VEHICLE REPAIR PART	540.63
					Total :	540.63
131505	9/7/2022	10217 STAPLES ADVANTAGE	3514953089	53935	CREDIT - ITEM RETURN	-85.86
			3515016994	53981	OFFICE SUPPLIES	152.80
			3515016995	53936	OFFICE SUPPLIES	83.74
			3515316193	53935	OFFICE SUPPLIES	129.88
					Total :	280.56
131506	9/7/2022	10119 STEVEN SMITH LANDSCAPE INC	50281	53985	A 3 LANDSCAPE SERVICES	5,000.00
					Total :	5,000.00
131507	9/7/2022	10250 THE EAST COUNTY	00121766		NOTICE OF PUBLIC HEARING	259.00
			00121782	54017	RFP PLUMBING MAINT & REPAIRS	388.50

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131507	9/7/2022	10250 THE EAST COUNTY	(Continued)			Total : 647.50
131508	9/7/2022	12480 UNITED SITE SERVICES	114-13299022	53950	PORTABLE TOILET RENTAL	137.50
						Total : 137.50
32 Vouchers for bank code : ubgen						Bank total : 120,551.37
32 Vouchers in this report						Total vouchers : 120,551.37

Prepared by: Juan M  
Date: 9.7.22  
Approved by: [Signature]  
Date: 9/7/2022



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
131509	9/8/2022	10208 ANTHEM EAP	046588880630		EMPLOYEE ASSISTANCE PROGRAM	284.16	
						<b>Total :</b>	<b>284.16</b>
131510	9/8/2022	10334 CHLIC	3056350		HEALTH INSURANCE	183,273.26	
						<b>Total :</b>	<b>183,273.26</b>
131511	9/8/2022	14458 METROPOLITAN LIFE INSURANCE	73521317		DENTAL INSURANCE	11,563.32	
						<b>Total :</b>	<b>11,563.32</b>
131512	9/8/2022	10785 RELIANCE STANDARD LIFE	September 22		VOLUNTARY LIFE INSURANCE	501.16	
						<b>Total :</b>	<b>501.16</b>
131513	9/8/2022	10424 SANTEE FIREFIGHTERS	PPE 08/31/22		DUES/PEC/BENEVOLENT/BC EXP	3,122.79	
						<b>Total :</b>	<b>3,122.79</b>
131514	9/8/2022	10776 STATE OF CALIFORNIA	PPE 08/31/22		WITHHOLDING ORDER	449.53	
						<b>Total :</b>	<b>449.53</b>
131515	9/8/2022	10001 US BANK	PPE 08/31/22		PARS RETIREMENT	966.86	
						<b>Total :</b>	<b>966.86</b>
131516	9/8/2022	14600 WASHINGTON STATE SUPPORT	PPE 08/31/22		WITHHOLDING ORDER	751.84	
						<b>Total :</b>	<b>751.84</b>

8 Vouchers for bank code : ubgen

**Bank total :** 200,912.92

8 Vouchers in this report

**Total vouchers :** 200,912.92

Prepared by:   
 Date: 9/8/22  
 Approved by:   
 Date: 9/8/2022

8/18/2022 to 8/31/2022-1 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
wcdf	40.00		2,206.69		sb-1		70.68						
wellne			280.12		sb-3		48.36						
					sffa		2,583.45						
					sffapc		410.40						
					st1cs3	93,628.14	2,808.86	-2,808.86					
					st2cs3	13,061.54	391.85	-391.85					
					texlif		55.19						
					vaccpr		558.35						
					vaccpt		261.03						
					vcanpr		421.05						
					vcanpt		151.80						
					vgcipt		88.81						
					vision		469.23						
					voladd		37.29						
					voldis		234.94						
					vollad			250.57					
					vollif		250.59						
<b>Grand Totals</b>	14,451.00		603,277.01				212,051.96	252,645.86					

Gross:	603,277.01
Net:	391,225.05

<< No Errors / 10 Warnings >>

*Transfer*

*PPE 8/31/22*

*Pay Date 9/8/22*

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
810863	9/9/2022	10959 VANTAGE TRANSFER AGENT/457	PPE 08/31/22		ICMA - 457	31,437.94
<b>Total :</b>						<b>31,437.94</b>
810880	9/9/2022	10782 VANTAGEPOINT TRNSFR AGT/801801	PPE 08/31/22		RETIREE HSA	4,021.80
<b>Total :</b>						<b>4,021.80</b>
<b>2 Vouchers for bank code : ubgen</b>						<b>Bank total : 35,459.74</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 35,459.74</b>

Prepared by: 

Date: 9/9/22

Approved by: 

Date: 9/13/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
73089	9/12/2022	10955 DEPARTMENT OF THE TREASURY	PPE 08/31/22 September 22 Retiree		FED WITHHOLD & MEDICARE FEDERAL WITHHOLDING TAX	84,740.36 211.00	
						<b>Total :</b>	<b>84,951.36</b>
73095	9/12/2022	10956 FRANCHISE TAX BOARD	PPE 08/31/22 September 22 Retiree		CA STATE TAX WITHHELD CA STATE TAX WITHHELD	28,916.21 46.00	
						<b>Total :</b>	<b>28,962.21</b>
2 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>113,913.57</b>
2 Vouchers in this report						<b>Total vouchers :</b>	<b>113,913.57</b>

Prepared by: 

Date: 9/12/22



Approved by: 

Date: 9/13/2022



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
8225	9/13/2022	10353 PERS	08 22 5		RETIREMENT PAYMENT	119,635.13	
						<b>Total :</b>	<b>119,635.13</b>
1 Vouchers for bank code : ubgen						<b>Bank total :</b>	<b>119,635.13</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>119,635.13</b>

Prepared by:   
Date: 9.13.22  
Approved by:   
Date: 9/13/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131518	9/14/2022	14626 HC WEST, LLC	SDS1223509-1	53969	BACKFLOW REPAIRS	300.00
					<b>Total :</b>	<b>300.00</b>
131519	9/14/2022	12903 AMERICAN FIDELITY ASSURANCE CO	6061438		FLEXIBLE SPENDING ACCOUNT	1,955.06
					<b>Total :</b>	<b>1,955.06</b>
131520	9/14/2022	10516 AWARDS BY NAVAJO	0822265	53864	NAMETAGS	94.83
					<b>Total :</b>	<b>94.83</b>
131521	9/14/2022	10299 CARQUEST AUTO PARTS	11102-565788	53869	VEHICLE REPAIR PART	100.53
					<b>Total :</b>	<b>100.53</b>
131522	9/14/2022	10569 CHARLENE'S DANCE N CHEER	403		INSTRUCTOR PAYMENT	945.00
					<b>Total :</b>	<b>945.00</b>
131523	9/14/2022	14527 CHAVEZ, NICOLAS	2022NRPA		NRPA ANNUAL CONFERENCE PER	172.50
					<b>Total :</b>	<b>172.50</b>
131524	9/14/2022	10032 CINTAS CORPORATION #694	4129205691	53959	MISC SHOP RENTAL SERVICE	65.10
					<b>Total :</b>	<b>65.10</b>
131525	9/14/2022	10333 COX COMMUNICATIONS	094486701-SEP22		CITY HALL GROUP BILL	3,399.09
					<b>Total :</b>	<b>3,399.09</b>
131526	9/14/2022	14677 EL RANCHO INC	Ref000081757		DUPLICATE PAYMENT REFUND	195.00
					<b>Total :</b>	<b>195.00</b>
131527	9/14/2022	12593 ELLISON WILSON ADVOCACY, LLC	2022-07-07	53976	LEGISLATIVE ADVOCACY SERVICE	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
131528	9/14/2022	10066 GLOBALSTAR USA LLC	000000036824090		SATELLITE PHONE SERVICE	107.15
					<b>Total :</b>	<b>107.15</b>
131529	9/14/2022	14678 GSL DESIGN	Ref000081758		CORRECTED LICENSE TYPE REFU	46.00
					<b>Total :</b>	<b>46.00</b>
131530	9/14/2022	10490 HARRIS & ASSOCIATES INC	53809	53791	ESSENTIAL HOUSING PROJECT	14,125.00

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131530	9/14/2022	10490 10490 HARRIS & ASSOCIATES INC	(Continued)			Total : 14,125.00
131531	9/14/2022	12560 ITERIS, INC.	143983		VIDEO DETECTION CARD REPAIR	200.00 Total : 200.00
131532	9/14/2022	10120 KEARNY PEARSON FORD	1796196	53886	VEHICLE REPAIR PART	135.12 Total : 135.12
131533	9/14/2022	10204 LIFE ASSIST INC	1241569 1242496 1242647	53891 53891 53891	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	102.66 78.12 4,670.21 Total : 4,850.99
131534	9/14/2022	10397 MAD SCIENCE OF SAN DIEGO	15000011		INSTRUCTOR PAYMENT	5,425.00 Total : 5,425.00
131535	9/14/2022	10507 MITEL LEASING	903861206		MONTHLY RENTAL 131413	266.16 Total : 266.16
131536	9/14/2022	10308 O'REILLY AUTO PARTS	2968-105073	53896	VEHICLE REPAIR PARTS	29.63 Total : 29.63
131537	9/14/2022	13669 PORTILLO CONCRETE, INC	CIP 2021-05 #FINAL R CIP 2021-05 FINAL	53773	RETENTION CITYWIDE CONCRETE REPAIR & R	-619.79 12,395.79 Total : 11,776.00
131538	9/14/2022	12828 RICK ENGINEERING COMPANY	0089826	53946	MASTER DRAINAGE STUDY	27,457.00 Total : 27,457.00
131539	9/14/2022	10097 ROMAINE ELECTRIC CORPORATION	12-057079 12-057088 12-057116	53980 53980 53980	VEHICLE SUPPLIES VEHICLE SUPPLIES VEHICLE REPAIR	1,696.48 1,130.99 220.48 Total : 3,047.95
131540	9/14/2022	10212 SANTEE SCHOOL DISTRICT	9260	53965	BUS TRANSPORTATION	1,725.00 Total : 1,725.00
131541	9/14/2022	10768 SANTEE SCHOOL DISTRICT	9257	54003	JOINT USE FIELDS - RIO SECO	559.59


Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131541	9/14/2022	10768 10768 SANTEE SCHOOL DISTRICT	(Continued)			<b>Total : 559.59</b>
131542	9/14/2022	13171 SC COMMERCIAL, LLC	2203209-IN 2205474-IN	53902 53902	DELIVERED FUEL DELIVERED FUEL	393.02 881.36 <b>Total : 1,274.38</b>
131543	9/14/2022	13554 SC FUELS	0594485-DEF	54029	DIESEL EXHAUST FLUID	17.23 <b>Total : 17.23</b>
131544	9/14/2022	12223 SITEONE LANDSCAPE SUPPLY LLC	122917344-001	54055	IRRIGATION PARTS	940.64 <b>Total : 940.64</b>
131545	9/14/2022	14630 SNAP-ON INDUSTRIAL	ARV/54066086	54031	TIRE CHANGER	8,845.20 <b>Total : 8,845.20</b>
131546	9/14/2022	10314 SOUTH COAST EMERGENCY VEHICLE	509247	53907	VEHICLE REPAIR PART	224.46 <b>Total : 224.46</b>
131547	9/14/2022	10217 STAPLES ADVANTAGE	3515519729 3515519730 3515589154 3515741599 3515741604 3515741608 3515741609 3515931374 3516412478	53981 53981 53982 53966 53966 53982 53935 53935 53982	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	3.21 7.52 9.72 36.82 39.03 44.82 235.09 39.03 3.01 <b>Total : 418.25</b>
131548	9/14/2022	10119 STEVEN SMITH LANDSCAPE INC	49632 49633 50307	53418  53418	EXTRA WORK - MEDIANS MAST PARK TRAIL BRUSH ABATEM A 2 LANDSCAPE SERVICES	12,799.41 31,572.24 5,305.60 <b>Total : 49,677.25</b>
131549	9/14/2022	12080 STRATTON, WENDY	22SD203810		EMPLOYEE REIMBURSEMENT	130.00 <b>Total : 130.00</b>
131550	9/14/2022	14670 STREAMLINE CONSTRUCTION	Ref000081536		CORRECTED LICENSE TYPE REFU	46.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131550	9/14/2022	14670	14670 STREAMLINE CONSTRUCTION		(Continued)	Total : 46.00
131551	9/14/2022	10250	THE EAST COUNTY	00121865	53967 CANNABIS ORDINANCE PUBLICATI	266.00
						Total : 266.00
131552	9/14/2022	14354	TRILOGY MEDWASTE WEST, LLC	1161393	BIOMEDICAL WASTE DISPOSAL	126.57
				1161394	BIOMEDICAL WASTE DISPOSAL	126.47
						Total : 253.04
131553	9/14/2022	12480	UNITED SITE SERVICES	114-13305965	53950 TEMPORARY FENCE RENTAL	174.97
						Total : 174.97
131554	9/14/2022	10706	WALLACE, HARLEY	08312022	EMPLOYEE REIMBURSEMENT	250.00
						Total : 250.00
37 Vouchers for bank code : ubgen						Bank total : 140,995.12
37 Vouchers in this report						Total vouchers : 140,995.12

Prepared by: 

Date: 9/14/22

Approved by: 

Date: 9/14/2022

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	00204409		ENERGOV TRAINING SUPPLIES	14.99
			002609		SUMMER CONCERT STAFF DINNEF	66.00
			0037		MEETING SUPPLIES	28.96
			0064		DAY CAMP SUPPLIES	19.23
			01254		STATION SUPPLIES	41.89
			0133-0107		CONFERENCE REGISTRATION	60.00
			0152		DAY CAMP SUPPLIES	36.47
			0171		MEETING SUPPLIES	89.41
			0175-0145		CONFERENCE REGISTRATION	650.00
			0176-0146		CONFERENCE REGISTRATION	30.00
			0177-0147		CONFERENCE REGISTRATION	30.00
			0212-0176		CONFERENCE REGISTRATION	30.00
			0272308441806		3CMA CONFERENCE AIRFARE	198.60
			027817		CAMP CRAFT SUPPLIES	51.67
			03499		CLEANING MATERIALS	114.80
			03828		FIRE STATION 4 REPAIR MATERIAL	65.48
			045861		DAY CAMP SUPPLIES	121.97
			05259		FIREFIGHTING SUPPLIES	252.14
			058842		CAMP CRAFT SUPPLIES	175.82
			0601		SUPPLIES FOR 8/11/22 SUMMER C	19.98
			072222		FIRE CODE SUBSCRIPTION SERVI	1,345.50
			07232022		CREDIT - WELLNESS SUPPLIES	-71.10
			072822		STAFF MEETING REFRESHMENTS	24.60
			08510		TCCPW SNACK BAR REPAIRS	128.72
			08659		SUMMER CONCERTS SUPPLIES	14.04
			09022022		WELLNESS PROGRAM SUPPLIES	37.81
			092222		STATION SUPPLIES	120.00
			095976		DAY CAMP SUPPLIES	58.34
			1001866.001		ACADEMY REGISTRATION	735.00
			1001867.001		ACADEMY REGISTRATION	735.00
			10168		MEETING SUPPLIES	20.12
			10380		TRAFFIC KITS SHIPPING RETURN	16.22
			1045669323		CONFERENCE REGISTRATION	795.00
			111-7371440-5541805		CITY CELL PHONE CASES	64.44
			112-1781459-3924221		WATER FILTER REPLACEMENT	98.05
			112-2712963-4049808		CAMP CRAFT SUPPLIES	34.51

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	(Continued)			
			112-4418010-3409859		OFFICE SUPPLIES	70.03
			112-5322556-1568243		CAMP SUPPLIES	8.61
			112-5554783-4368219		SAW BLADE REPLACEMENTS	65.07
			112-7834889-9054630		REPLACEMENT BUCKLES	26.27
			112-7881392-8733862		CIP SUPPLIES	42.23
			113-1537059-2215403		OFFICE SUPPLIES	58.95
			113-1586641-7651463		WELLNESS PROGRAM SUPPLIES	22.99
			113-1865491-4420204		OFFICE SUPPLIES	43.05
			113-2326669-4439457		CROSSING GUARD SUPPLIES	132.75
			113-3019445-8093805		BANNER BRACKETS	333.95
			113-3797777-1402620		NAME PLATE WITH LOGO	20.42
			113-4700646-3209814		OPS YARD TRASH CAN	58.39
			113-5077660-4541037		CITY CHAMBERS TRASH CANS	349.35
			113-5112453-3846653		WELLNESS PROGRAM SUPPLIES	31.22
			113-5508832-1713848		IRRIGATION SUPPLIES	97.57
			113-6262967-6965803		WELLNESS PROGRAM SUPPLIES	48.47
			113-7094167-6032221		WELLNESS PROGRAM SUPPLIES	10.76
			113-7272044-1825039		OFFICE SUPPLIES	210.61
			113-8196792-5105867		IRRIGATION SUPPLIES	133.39
			113-9530107-5292217		OFFICE SUPPLIES	17.07
			114-0770727-8333045		VEHICLE SUPPLIES	47.12
			114-0800338-3201025		STATION SUPPLIES	53.59
			114-1813578-6445002		VEHICLE SUPPLIES	58.34
			114-5567769-9295463		SHOP EQUIPMENT	363.85
			1146926732-8292258CR		CR-VEHICLE REPAIR PARTS	-126.71
			1208819755		ONLINE MEETING SOFTWARE	129.35
			1208822891		ONLINE MEETING SOFTWARE	129.35
			1208826493		ONLINE MEETING SOFTWARE	30.00
			12-629-59		DISHWASHER REPAIR PART	31.23
			12720		PSD SHOP SUPPLIES	10.74
			129457		EMS SUPPLIES	167.56
			13330		DOOR LIGHT INSTALLATION MATEF	70.99
			14496		STATION SUPPLIES	66.46
			1478		WELLNESS EVENT - NATIONAL WE	1,551.60
			147986297		NOTARY BOND	58.50
			1485-0080-2134-7		OFFICE SUPPLIES - FINANCE	12.06



Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	(Continued)			
			150172		RESCUE KNIFE REPLACEMENT BL	31.52
			1956752000		RESCUE EQUIPMENT	510.74
			195984028		RECORDED DOCUMENT COPY	0.06
			195984028B		RECORDED DOCUMENT COPY	2.75
			2000101-54520192		EVENT SUPPLIES	18.31
			200013915		JOB POSTING CSMFO	275.00
			200013918		JOB POSTING CSMFO	275.00
			200049672		SOFTWARE CERTIFICATE	404.10
			2022045945		FRAUDULENT CHARGE	170.53
			2022-09-20		NRPA CONFERENCE LODGING	280.30
			21618011		CSMFO CHAPTER MEETING	35.00
			219353		MEETING SUPPLIES	114.00
			22043991043214843		WELLNESS PROGRAM SUPPLIES	323.20
			221100205171		STATION SUPPLIES	395.51
			222100201635		ENERGOV TRAINING SUPPLIES	30.58
			2297		STAFF MEETING	660.81
			22SD203810		FILM TRANSFER SERVICE	96.04
			2306		DAY CAMP SUPPLIES	17.22
			23266782		BREWS & BITES SUPPLIES	488.03
			2546437		DISC GOLF MATERIALS & SUPPLIE	128.59
			26910807		SUMMER RECREATION BROCHURI	431.24
			2713		TEEN CENTER BLINDS	39.82
			2879		SENIOR PROGRAM SUPPLIES	57.05
			293696		DAY CAMP FIELD TRIP	1,535.70
			293777		DAY CAMP FIELD TRIP	160.00
			3101001		OFFICE SUPPLIES	3.49
			3101001		BLINDS REPAIR	170.00
			314		DAY CAMP SUPPLIES	13.32
			3288		SENIOR PROGRAM SUPPLIES	2.99
			349		SUMMER CONCERT STAFF DINNEF	19.36
			3687		BUILDING FORMS	296.31
			37356		IRRIGATION SUPPLIES	118.44
			387169A		SURVEYORS ZIPPER VEST	44.11
			389516		SURVEYORS ZIPPER VEST	45.96
			394837		MEMBERSHIP DUES	125.00
			3J6OWB		NEOGOV CONFERENCE AIRFARE	137.96

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	(Continued)			
			3JZI44		NEOGOV CONFERENCE AIRFARE	137.96
			401209		CONFERENCE REGISTRATION	325.00
			41		STATION SUPPLIES	60.00
			42		STATION SUPPLIES	50.00
			42545		IRRIGATION SUPPLIES	135.51
			43119		BLINDS REPAIR	120.00
			43841737		MATERIALS & SUPPLIES	46.25
			44633194		PAINT FOR CITY HALL REPAIRS	11.83
			4490557		PROFESSIONAL DEVELOPMENT	200.00
			45309137		STAFF MEETING	552.86
			454310		FITNESS PROGRAM MEMBERSHIP	49.50
			4655		DAY CAMP SUPPLIES	93.13
			46969		PARK BROCHURE HOLDERS	106.00
			473		SUMMER CONCERT STAFF DINNEF	19.36
			485		SUMMER CONCERT STAFF DINNEF	19.36
			48517		SEMINAR REGISTRATION	100.00
			49631		TCCPE SLIDE REPAIR MATERIALS	38.80
			4IPY56WN		NRPA CONFERENCE AIRFARE	217.97
			50893299		VEHICLE SUPPLIES	236.02
			5470		DAY CAMP SUPPLIES	32.31
			549425		SOLID WASTE DISPOSAL FLIERS	129.30
			5568647		VEHICLE SUPPLIES	203.06
			57576		FIRE STATION 4 & 5 REPAIR MATEF	189.95
			57584		CITY HALL REPAIR MATERIALS	138.21
			62		SPARC LUNCH MEETING	42.47
			637203		OFFICE SUPPLIES	74.42
			647		DAY CAMP SUPPLIES	202.57
			66		SUMMER CONCERT STAFF DINNEF	25.82
			6651		SENIOR PROGRAM SUPPLIES	7.83
			683		DAY CAMP FIELD TRIP	1,960.00
			6NM9M		STAFF APPRECIATION	45.42
			7073895		PUBLIC EDUCATION SUPPLIES	374.91
			73311431		FIELD TRIP PARKING	55.00
			7520		DAY CAMP SUPPLIES	40.97
			7617		DAY CAMP SUPPLIES	58.83
			7671		DAY CAMP SUPPLIES	44.46

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	(Continued)			
			7978		DAY CAMP SUPPLIES	21.99
			812022		SQUARE MARKETING FEE	45.00
			81511		FIRE CODE BOOKS	942.15
			81592		IRRIGATION PARTS	41.51
			8233		MEETING SUPPLIES	1.60
			83439894LC748734E		3CMA CONFERENCE REGISTRATIC	720.00
			83538		CIVIC ROOM REPAIR MATERIALS	29.01
			85229		SIGN TRUCK SUPPLIES	75.34
			860572		UNIFORM ACCESSORIES	184.40
			8684		TEEN CENTER BLINDS	39.82
			87150		DAY CAMP SUPPLIES	6.49
			88596		JOB ADVERTISING	75.00
			8973948		PAINT FOR CITY HALL REPAIRS	11.83
			9003		MARINE BALL DRESS DRIVE SUPP	12.10
			902398		MARINE BALL DRESS DRIVE SUPP	12.84
			903174857		NEO GOV CONFERENCE LODGING	146.26
			903183935		NEO GOV CONFERENCE LODGING	146.26
			90635-0		OFFICE SUPPLIES - FINANCE	42.31
			B91GA3SO		ASCE CONFERENCE LODGING	265.59
			BN111566		2021 GREENBOOK STANDARD SPE	142.35
			C1913928		MEETING SUPPLIES	24.99
			CFUDXS		3CMA CONFERENCE AIRFARE	397.19
			D01-5957080-80706		CR- PRIME MEMBERSHIP REFUND	-16.15
			E/9055716		MCKINNEY FIRE VEHICLE FUEL	61.42
			GD1097983		THERAPY DOGS CAMP PRESENTA	50.00
			GFOA08012022		GFOA DUES	595.00
			HKDNLGPY		NRPA CONFERENCE REGISTRATIC	515.00
			ICTO811221		SUMMER CAMP ICE CREAM TRUC	198.50
			MQ5L8T4Q50		TRAINING SIMULATION APPLICATI	9.99
			o1830578540		MAILING SUPPLIES	17.74
			OFF-3-38032		FITNESS EQUIPMENT	188.55
			P5N6GLMQPQM		CONFERENCE REGISTRATION	30.00
			PZNGYYX9XDJ		CONFERENCE REGISTRATION	650.00
			R973224609		3CMA CONFERENCE LODGING	655.64
			SO-66306		VEHICLE REPAIR PARTS	19.09
			SO67310		TURNOUT GEAR CLEANER	334.82

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131556	9/15/2022	10001 US BANK	(Continued) WYN87M5Y9Z3 X39796/1		CONFERENCE REGISTRATION VEHICLE REPAIR PARTS	30.00 55.63
<b>Total :</b>						<b>31,071.22</b>
1 Vouchers for bank code : ubgen						<b>Bank total : 31,071.22</b>
1 Vouchers in this report						<b>Total vouchers : 31,071.22</b>

Prepared by: Juan M  
Date: 9-15-22  
Approved by: [Signature]  
Date: 9/15/2022

**MEETING DATE** September 28, 2022

**ITEM TITLE** APPROVAL OF THE EXPENDITURE OF \$123,160.34 FOR AUGUST 2022 LEGAL SERVICES AND REIMBURSABLE COSTS

**DIRECTOR/DEPARTMENT** Heather Jennings, Finance *HJ*

**SUMMARY**

Legal services invoices proposed for payment for the month of August 2022 total \$123,160.34 as follows:

1) General Retainer Services	\$ 16,645.33
2) Labor & Employment	2,242.20
3) Litigation & Claims	11,445.70
4) Special Projects - General Fund	27,654.27
5) Special Projects – Other Funds	5,111.34
6) Third-Party Reimbursable Projects	<u>60,061.50</u>
Total	<u>\$ 123,160.34</u>

**FINANCIAL STATEMENT** *HJ*

Account Description: Legal Services

	<u>AMOUNT</u>	<u>BALANCE</u>
General Fund:		
Adopted Budget	\$ 731,360.00	
Revised Budget	\$ 731,360.00	
Prior Expenditures	(70,001.08)	
Current Request	(57,987.50)	\$ 603,371.42
Other Funds (excluding third-party reimbursable items):		
Adopted Budget	\$ 90,000.00	
Revised Budget	\$ 90,000.00	
Prior Expenditures	(2,999.22)	
Current Request	(5,111.34)	\$ 81,889.44

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *cmSB*

Approve the expenditure of \$123,160.34 for August 2022 legal services and reimbursable costs.

**ATTACHMENTS**

1. Legal Services Billing Summary August 2022
2. Legal Services Billing Recap FY 2022-23



**LEGAL SERVICES BILLING SUMMARY  
AUGUST 2022**

Attachment 1

DESCRIPTION	CURRENT AMOUNT	INVOICE NUMBER	NOTES
Retainer <b>1001.00.1201.51020</b>	\$ 16,645.33 <u>16,645.33</u>	944568	
Labor & Employment: Labor & Employment <b>1001.00.1201.51020</b>	1,400.70 841.50 <u>2,242.20</u>	944563 944484	
Litigation & Claims: Litigation & Claims Affordable Housing Coalition of San Diego County Parcel 4 Litigation Brooks Receivership Sky Ranch Potential Homeowner/HOA Litigation <b>1001.00.1201.51020</b>	5,749.60 317.70 4,386.00 204.00 788.40 <u>11,445.70</u>	944485 944487 944493 944495 944496	
Special Projects (General Fund): Community Oriented Policing CEQA Special Advice General Elections Prop 218 Entertainment District Parcel 4 Hotel Housing Element Advanced Records Center Services for PRA Cannabis ADA Transition Plan AT&T Wireless Facility (Telecom) General Telecommunications Work <b>1001.00.1201.51020</b>	3,042.57 1,504.50 1,418.80 612.00 25.50 1,642.40 5,202.00 3,587.70 3,493.50 229.50 316.80 255.00 <u>21,330.27</u>	944511 944505 944488 944489 944490 944491 944492 944497 944498 944500 944506 944501	
Special Projects - CSA 69 (General Fund) CSA 69 Dissolution <b>1001.03.2203.51020</b>	<u>6,324.00</u>	944499	
Special Projects (Other Funds): Mobile Home Rent Control Commission Cuyamaca Street Right-of-Way Acquisition	892.50 4,218.84 <u>5,111.34</u>	944486 944494	<b>2901.04.4106.51020 cip71402.30.05</b>
Third-Party Reimbursable: Lantern Crest MSCP Subarea Plan HomeFed Project HomeFed Project Redevelopment of Carlton Oaks Golf Course Tyler St. Subdivision Slope Street Subdivision	198.00 295.20 42,579.90 15,246.00 <sup>1</sup> 158.40 39.60 1,544.40 <u>60,061.50</u>	944502 944503 944504 942838 944507 944508 944510	<b>mjr2101a.20.05 spp1301a.10.05 tm22001a.10.05 tm22001a.10.05 cup1906a.10.05 tm17001a.10.05 tm20001a.10.05</b>
<b>Total</b>	<b>\$ 123,160.34</b>		

<sup>1</sup> This represents an amount not included in last month's invoice.

**LEGAL SERVICES BILLING RECAP  
FY 2022-23**

Attachment 2

Category	Adopted Budget	Revised Budget	Previously Spent Year to Date	Available Balance	Current Request Mo./Yr.	Amount
<b>General Fund:</b>						
General / Retainer	\$ 200,360.00	\$ 200,360.00	\$ 16,530.00	\$ 183,830.00	Aug-22	\$ 16,645.33
Labor & Employment	60,000.00	60,000.00	1,326.00	58,674.00	Aug-22	2,242.20
Litigation & Claims	90,000.00	90,000.00	4,836.01	85,163.99	Aug-22	11,445.70
Special Projects	381,000.00	381,000.00	47,309.07	333,690.93	Aug-22	27,654.27
<b>Total</b>	<b>\$ 731,360.00</b>	<b>\$ 731,360.00</b>	<b>\$ 70,001.08</b>	<b>\$ 661,358.92</b>		<b>\$ 57,987.50</b>
<b>Other City Funds:</b>						
MHFP Commission	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	Aug-22	\$ 892.50
Capital Projects	75,000.00	75,000.00	2,999.22	72,000.78	Aug-22	4,218.84
Highway 52 Coalition	3,000.00	3,000.00	-	3,000.00	Aug-22	-
<b>Total</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 2,999.22</b>	<b>\$ 87,000.78</b>		<b>\$ 5,111.34</b>
<b>Third-Party Reimbursable:</b>						
<b>Total</b>			<b>\$ 18,837.60</b>			<b>\$ 60,061.50</b>

**Total Previously Spent to Date  
FY 2022-23**

<b>General Fund</b>	<b>\$ 70,001.08</b>
<b>Other City Funds</b>	<b>2,999.22</b>
<b>Applicant Deposits or Grants</b>	<b>18,837.60</b>
<b>Total</b>	<b>\$ 91,837.90</b>

**Total Proposed for Payment**

<b>General Fund</b>	<b>\$ 57,987.50</b>
<b>Other City Funds</b>	<b>5,111.34</b>
<b>Applicant Deposits or Grants</b>	<b>60,061.50</b>
<b>Total</b>	<b>\$ 123,160.34</b>



**MEETING DATE** September 28, 2022

**ITEM TITLE** AUTHORIZING THE ACCEPTANCE AND APPROPRIATION OF FY 2021 URBAN AREA SECURITY INITIATIVE (UASI) GRANT TRAINING FUNDS FOR UASI TRAINING BACKFILL OVERTIME REIMBURSEMENT

**DIRECTOR/DEPARTMENT** John Garlow, Fire Chief *John Garlow 36*

**SUMMARY**

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

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

During the application process, the Regional Technology Project (RTP) and the UAWG approved our project. Training participation costs will be reimbursed up to the allocated amount, \$5,086.00. This award is solely for overtime and backfill costs associated with the attendance of San Diego UASI-sponsored training events, as well as travel and tuition costs for UASI-approved conferences. All activities funded with this award must be completed within the subrecipient performance period of September 1, 2021, to December 31, 2023.

**FINANCIAL STATEMENT** *JS*

The FY 2021 Urban Area Security Initiative training funds, in the amount of \$5,086.00, will be appropriated and utilized for pre-approved UASI grant training backfill costs associated with the attendance of San Diego UASI sponsored training events, as well as travel and tuition costs for UASI-approved conferences.

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

**RECOMMENDATION** *MSB*

Authorize the acceptance and appropriation of \$5,086 in FY 2021 UASI grant training funds for UASI training backfill costs associated with the attendance of San Diego UASI sponsored training events, as well as travel and tuition costs for UASI-approved conferences, and authorize the City Manager to execute all necessary grant documents.

**ATTACHMENTS**

Notification of Subrecipient Award Approval  
Draft Agreement for Distribution of FY 2021 UASI Grant Funds



April 8, 2022

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

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
 FY 2021 Homeland Security Grant Program  
 Grant# 2021-0081 Cal OES ID# 073-66000  
 Subrecipient Performance Period: September 1, 2021 to December 31, 2023

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY21 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
<b>All Projects</b>	<b>\$ 5,086</b>	
Project 021 Goal 3 Training, Exercises and Conferences <sup>2</sup>	\$ 5,086	December 15, 2023

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

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

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM



April 8, 2022  
Page 2

2017-01-A.

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

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

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

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

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

Sincerely,



Megan Beall  
Program Manager  
City of San Diego Office of Emergency Services

---

Marlene Best, City Manager  
City of Santee

Approved as to Legal Form:

---

Shawn Hagerty, City Attorney  
City of Santee

---

Date

---

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

**TRAINING**

NOTE: Unauthorized alterations will delay the approval of this request.

City of San Diego

073-66000  
2021-0095

Ledger Type	Initial Application
Date	05/04/2021
Request #	

Project No.	Direct / Subaward	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # of Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
														\$5,086					\$5,086
21	Subaward	Rope Rescue Technician	HSGP-UAS	FS	Staff Expenses	Tuition		Field-Based Attendee				No		\$5,086					\$5,086

**AGREEMENT BETWEEN THE CITY OF  
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE  
CITY OF SANTEE**  
**FOR THE DISTRIBUTION OF FY 2021 UASI GRANT FUNDS**

---

THIS AGREEMENT is made this day of \_\_\_\_\_, **20\_\_** in the City and County of San Diego, State of California, by and between the \_\_\_\_\_ CITY OF SANTEE (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

***RECITALS***

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

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

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

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

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

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #: ) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2021-0081, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 27, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ARTICLE 3**  
**PERFORMANCE OF THE AGREEMENT**

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2021** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2024.**

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

3.3 **Use of Funds.**

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

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

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

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

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

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

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

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

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

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

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

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

3.6 **Technology Requirements.**

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

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

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

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

### 3.7 **Procurement Requirements.**

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

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

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

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

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

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

### 3.8 **Contractor Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13 **EHP Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE 7

### EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

7.3 **Termination for Convenience.**

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

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

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

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

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

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

**ARTICLE 8  
ASSIGNMENTS**

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

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

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

**ARTICLE 9  
NOTICES AND OTHER COMMUNICATIONS**

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

If to City of San Diego Office of Emergency Services UASI Management Team:

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

If to SUBRECIPIENT:

OFFICE  
ADDRESS  
CITY, STATE, ZIP  
ATTN  
FACSIMILE

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

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

## **ARTICLE 10 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 COMPLIANCE**

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

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



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

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency's website.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481.

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

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

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

\_\_\_\_\_  
SUBRECIPIENT

Federal Tax ID #:

**Approved as to Form:**

Mara W. Elliott  
City Attorney

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

**Appendix A — SUBRECIPIENT Award Letter**



## Appendix B—HSGP Standard Assurances

Name of Jurisdiction: \_\_\_\_\_  
Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: California Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

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

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

### **Federal Regulations**

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

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

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

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

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

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

#### **2. Period of Performance**

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

### **3. Lobbying and Political Activities**

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

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

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

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

### **4. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

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

## **7. Environmental Standards**

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

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

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



## **8. Audits**

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

## **9. Access to Records**

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

## **10. Conflict of Interest**

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

## **11. Financial Management**

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

## **12. Reporting - Accountability**

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

## **13. Whistleblower Protections**

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

## **14. Human Trafficking**

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

## **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

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

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

**16. Worker’s Compensation**

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

**17. Property-Related**

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

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

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

For all construction projects, the Applicant will:

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

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

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

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

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

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

**21. Reporting Accusations and Findings of Discrimination**

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

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

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

**22. Acknowledgment of Federal Funding from DHS**

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

**23. Activities Conducted Abroad**

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

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

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

**25. Copyright**

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

**26. Duplication of Benefits**

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

**27. Energy Policy and Conservation Act**

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

**28. Federal Debt Status**

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

**29. Fly America Act of 1974**

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

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

**30. Hotel and Motel Fire Safety Act of 1990**

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

**31. Non-supplanting Requirement**

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

**32. Patents and Intellectual Property Rights**

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

**33. SAFECOM**

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

**34. Terrorist Financing**

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

**35. Reporting of Matters Related to Recipient Integrity and Performance**

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

**36. USA Patriot Act of 2001**

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

**37. Use of DHS Seal, Logo, and Flags**

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

**IMPORTANT**

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

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

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

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

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

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

Printed Name of Authorized Agent: \_\_\_\_\_

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

Appendix C -- Form of Reimbursement Request

**REIMBURSEMENT REQUEST**

**Cover Sheet (Invoice)**  
**Office of Emergency Services**  
**FY21 Urban Area Security Initiative Grant Program**  
**Award #2021-0081**  
**CalOES ID #073-66000 CFDA #97.067**

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

**Mail Reimbursement Request To:** \_\_\_\_\_ **Date:** \_\_\_\_\_

City of San Diego \_\_\_\_\_ **Agency:** \_\_\_\_\_  
Office of Emergency Services  
Attn: Grants Management Section **Unique Entity ID (UEI):** \_\_\_\_\_  
9601 Ridgehaven Ct, MS 1101C  
San Diego, CA 92123

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

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

**For questions regarding this reimbursement request contact**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Phone**

\_\_\_\_\_

**Email**

\_\_\_\_\_

\_\_\_\_\_

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



# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

### City of San Diego Office of Emergency Services FY21 Urban Area Security Initiative Grant

Grant: FY21 UASI Grant #2021-0081  
CalOES #073-66000 CFDA #97.067

#### Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	Unique Entity ID (UEI)#	_____

Under Penalty of Perjury I certify that:

The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.

After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.

The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

No Event or Default has occurred and is continuing.

The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

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

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

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

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

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

#### Mail Reimbursement Request To:

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





# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

Office of Emergency Services FY21 Urban Area Security Initiative Grant Program CONSULTANT / CONTRACTOR											
Grant: FY21 UASI Grant #2021-0081 CalOES #073-66000 CFDA #97.067											
Cash Request #						through					
						(Performance Period Start Date) (Performance Period End Date)					
Project Number	Consulting Firm	Project & Description of Services	Deliverable	Discipline	Solution Area	Expenditure Category	Period of Expenditure	Billable Hour Breakdown			Total Charged to Grant
								Total Salary & Benefits Charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours	
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

# Appendix C -- Form of Reimbursement Request

## REIMBURSEMENT REQUEST

FY21 Urban Area Security Initiative Grant Program  
PERSONNEL

Grant: FY21 UASI Grant #2021-0081  
CalOES #073-66000 CFDA #97.067

Cash Request #

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

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

**Appendix C -- Form of Reimbursement Request**

**REIMBURSEMENT REQUEST**

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

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

**Appendix C -- Form of Reimbursement Request**

**REIMBURSEMENT REQUEST**

**CASH REQUEST INVOICE DETAIL BREAKDOWN**

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

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

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

**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

**City of San Diego Office of Emergency Services**

**PERFORMANCE PERIOD EXTENSION REQUEST**

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

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

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

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

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

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

**APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST**

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



**MEETING DATE** September 28, 2022

**ITEM TITLE** NOTICE OF REQUIRED AMENDMENTS TO CONFLICT OF INTEREST CODE

**DIRECTOR/DEPARTMENT** Annette Ortiz, City Clerk

**SUMMARY**

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it needs to be amended. Once the determination has been made, a notice must be submitted to the code reviewing body no later than October 1<sup>st</sup> of the even-numbered years.

The City Council is the code reviewing body for the City of Santee. Pursuant to Government Code Section 87306.5 staff must determine whether amendments to the Code are necessary and notify the City Council by October 3, 2022 (since October 1<sup>st</sup> falls on a Saturday this year), whether or not such amendments are required.

This report serves as notice to the City Council that amendments to the City's Conflict of Interest Code are necessary in order to update the list of designated positions within the City which are required by state law to disclose financial interests, and to ensure that those positions are given the appropriate disclosure category. Other changes may be identified as staff completes its review.

Upon City Council's direction, staff will draft a resolution amending the City's existing Conflict of Interest Code to include the changes described above. After the revisions are complete, staff will bring the resolution to the City Council for review and approval within ninety (90) days of today's date. The City's amended code will not be effective until it has been adopted by the City Council.

**FINANCIAL STATEMENT**

There is no expected financial impact for this action.

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

**RECOMMENDATION**

*AO for MAB*

Staff recommends that the City Council direct staff to draft a resolution amending the City's Conflict of Interest Code in accordance with the changes described above, and further direct staff to bring the resolution back to the City Council for review and approval within ninety (90) days of today's date.

**ATTACHMENT**

None.





**MEETING DATE** September 28, 2022

**ITEM TITLE** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA, ACCEPTING THE AWARD OF REGIONAL EARLY ACTION PROGRAM HOUSING ACCELERATION PROGRAM GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT

**DIRECTOR/DEPARTMENT** Chris Jacobs, Development Services *CJ*

**SUMMARY** The Department of Development Services applied for and was awarded a Housing Acceleration Program (HAP) Grant in the amount of \$264,000 from the San Diego Association of Governments (SANDAG). The grant would fund the preparation of an Environmental Impact Report (EIR) for the Town Center Specific Plan Update, specifically to cover future multifamily and mixed-use housing development within the Town Center as detailed in the grant application (attached). Completion of an EIR would allow for streamlining of development within the Town Center by allowing future development consistent with the Town Center Specific Plan to tier-off of the EIR. This grant-funded project would augment the scope of the existing professional agreement with M.W. Steele for work related to the Arts & Entertainment District. Staff is working with SANDAG to ensure that the subject grant can cover these revised activities, which would remain consistent with the overall grant objective of accelerating housing production within the City.

**ENVIRONMENTAL REVIEW** This item is categorically exempt from CEQA pursuant to section 15061(b)(3) which provides an exemption under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. The action is limited to acceptance of grant funds.

**FINANCIAL STATEMENT** *KL* The grant will provide \$264,000 in funds for environmental work associated with Town Center housing sites. The grant does not require matching funds from the City.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *MSB*  
Adopt the Resolution:

1. Accepting the Regional Early Action Program Housing Acceleration Program Grant Funds from the San Diego Association of Governments; and
2. Authorizing the City Manager to execute documents on behalf of the City, related to the grant.

**ATTACHMENT**  
Resolution  
Grant Application



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
ACCEPTING THE AWARD OF REGIONAL EARLY ACTION PROGRAM HOUSING  
ACCELERATION PROGRAM GRANT FUNDS FROM THE SAN DIEGO  
ASSOCIATION OF GOVERNMENTS (SANDAG) AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE A GRANT AGREEMENT**

**WHEREAS**, the San Diego Association of Governments (SANDAG) has made funding available through its Regional Early Action Program Housing Acceleration Program (HAP) Grant Program with the goal of assisting jurisdictions in developing and adopting policies and process improvements that accelerate housing production, facilitate implementation of the 6th RHNA Cycle, implement the Regional Plan Sustainable Communities Strategy (SCS), and build local jurisdictions' capacity to compete for funding statewide through the HCD Prohousing Designation Program; and

**WHEREAS**, in January of 2022 the City of Santee applied for a grant in the amount of \$264,000 under the Regional Early Action Program HAP Grant Program to assist the City in completing a project-level environmental impact report for several multifamily and mixed-use housing sites within Town Center in order to streamline and accelerate housing production on these sites; and

**WHEREAS**, in March of 2022 SANDAG awarded the City a HAP Grant in the amount of \$264,000 with no requirement for matching funds; and

**WHEREAS**, the City is working with SANDAG on a revised grant scope to cover the preparation of an Environmental Impact Report related to the Town Center Specific Plan update and Arts & Entertainment District which cover the same multifamily and mixed-use housing sites identified in the grant application and would result in the same outcome of accelerating housing production within the Town Center, and

**WHEREAS**, this action is categorically exempt from CEQA pursuant to section 15061(b) (3) which provides an exemption under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. The action is limited to acceptance of grant funds; and

**WHEREAS**, the City of Santee wishes to delegate to the City Manager the authorization to execute a Grant Agreement, associated forms and any amendments thereto.

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

**SECTION 1:** Authorize the City Manager to execute the Grant Agreement, associated forms, and any amendments thereto with the San Diego Association of Governments.

**SECTION 2:** Appropriate grant funds in the amount of \$264,000.

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

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 28<sup>th</sup> day of September, 2022, by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JOHN W. MINTO, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ANNETTE ORTIZ, CMC, CITY CLERK**

## Grant Application Instructions

The following materials must be submitted electronically through [BidNet](#). Applications cannot be emailed. If any of the required components are not completed and included with the application by the submittal deadline so that it can be fully evaluated without negatively impacting the fairness of the competitive process, the application will be deemed ineligible.

### Required Components

- Completed Grant Application
- Signed Applicant Statement Form
- Vicinity maps
- Project Scope of Work, Schedule, and Budget worksheet

### Recommended Components

- If the proposed project abuts other jurisdiction(s), include documentation showing the project is in the adopted plans of the adjacent jurisdiction(s), OR a letter from the abutting jurisdiction(s) demonstrating that cooperative efforts are underway
- GIS shapefile (zipped file) of project footprint
- A site plan and typical cross sections depicting project-level detail, if applicable
- Aerial photos and other photographs depicting existing conditions
- Documentation of support for the project from community groups or individuals

## Scope of Work, Schedule, and Budget

The Scope of Work, Schedule, and Budget template is available in [BidNet](#).

The Scope of Work, Schedule, and Budget document is not scored. However, if a project is selected to receive funding, the Scope of Work, Schedule, and Budget included in the grant application will be added to the Grant Agreement with any adjustments required by SANDAG and the Applicant will be held responsible for implementing the project in accordance with the Scope of Work, Schedule, and Budget. Applicants should follow the directions in the Scope of Work, Schedule, and Budget template. Additional guidance is provided below.

### Scope of Work

Applicants should tailor the task description, deliverables, start date, completion date, and total project cost columns as appropriate to the project. Below are sample tasks that could be included in a scope of work.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Costs
<b>Instructions</b>	Enter task descriptions. Limit sub-tasks to major milestones. The following are examples of tasks – applicants should tailor their tasks as necessary.	Enter deliverables associated with each task. The following are examples of deliverables – applicants should tailor their deliverables as necessary.	Enter start date as number of months from NTP. Enter whole numbers.	Enter end date as number of months from NTP. Enter whole numbers.	Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).
1.	Develop and issue Request for Proposals (RFP)/Request for Qualifications (RFQ)	Draft RFP; final RFP	1 month	3 months	\$10,000
2.	Award consultant contract	Consultant contract	4 months	10 months	\$5,000
3.	Conduct community outreach	Workshop fliers, agendas, and meeting summaries			
4.	Prepare existing conditions report	Existing conditions report			
5.	Prepare technical studies	Names of technical studies to be provided			
6.	Prepare draft plan and final plan	Draft Plan; final Plan			
<b>TOTAL PROJECT COST</b> (grant request funds + matching funds)					

### Schedule

- Applicants should ensure that the project schedule is realistic in an effort to meet the expenditure deadline, which is June 30, 2023
- The schedule must be based on months from the Notice to Proceed (NTP). NTPs for HAP grants are anticipated to be issued in Spring 2022.
- All grant funds must be expended by June 30, 2023. SANDAG will not reimburse for expenses incurred after the expenditure deadline.

# Grant Application

## Applicant Information

Applicant Name	
Applicant Address	
Contact Name	
Title	
Phone	
Email	

## Project Information

Project Title	
Brief Project Summary	

## Project Manager

List the day-to-day project manager/person who will manage the project.

Name	
Title	
Phone	
Email	

## Additional Contacts for Grant-Related Correspondence

Include the individual(s) who will prepare the quarterly reports, submit invoices, or otherwise be involved in the project.

Role	
Name	
Title	
Phone	
Email	

Role	
Name	
Title	
Phone	
Email	

Role	
Name	
Title	
Phone	
Email	

Role	
Name	
Title	
Phone	
Email	

Project Partners

List the name(s) and contact information for any project partners.

Entity Name	
Contact Name	
Title	
Phone	
Email	

Entity Name	
Contact Name	
Title	
Phone	
Email	

Entity Name	
Contact Name	
Title	
Phone	
Email	

**Project Budget**

HAP Funding Request

Total HAP Grant Request Amount	\$
--------------------------------	----

Matching Funds

List the source(s) and associated dollar amounts of proposed matching funds. Matching funds can consist of in-kind services or cash match from local agencies, and/or funds from outside sources.



Source of Funding	
Amount of Funding	\$

Source of Funding	
Amount of Funding	\$

Source of Funding	
Amount of Funding	\$

Total Matching Funds Provided	\$
-------------------------------	----

## Baseline Data

1. What is the average amount of time it takes to approve a housing permit?

2. What are the amounts charged to developers per unit of housing?

3. How many existing housing units are available and affordable?

4. How many affordable housing units are there available for ownership or rent?

5. How many housing units are located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs that are available to rent or own?



## 1. Relationship to Regional Transit

Provide a brief description of the project area. The project area must include a regionally or locally defined priority area for smart growth; please see the [Smart Growth Concept Map](#) to confirm location (e.g. covers the entire City limits, is within the boundaries of 4<sup>th</sup> Avenue, 5<sup>th</sup> Avenue, C Street, and B Street).

## 2. Furthering Planning to Support Regional Mobility Hub Implementation Strategy

### Category 1: Land Use Strategies that Facilitate Reduction in Vehicle Miles Traveled (VMT)

Please describe how the project implements land use strategies that accommodate future housing needs, facilitates VMT reduction, and improves jobs-housing balance. Include in your description the current zoning designations in the project area. Specific examples include:

- Increasing housing density near transit
- Adopting Transit Oriented Development Incentive Zones for Affordable Housing
- Reducing or eliminating parking minimums or other innovative parking management strategies such as shared parking or dedicated parking for carshare in lieu of dedicated parking for personal vehicles

## Category 2: Projects that Connect Housing with Transportation

Please describe the elements of the project that will enhance the connection between housing and the existing/planned transportation network. Elements may include housing policies, Prohousing activities, and/or plans for transportation/mobility improvements. Note: REAP funds must be used for planning activities, not capital expenditures.

### 3. Prohousing Policy Implementation

The California Department of Housing and Community Development (HCD) has developed Prohousing regulations. These regulations guide how HCD prioritizes localities that have implemented certain housing policies for state housing funding. One goal of the HAP is to create incentives for localities in the region to achieve the Prohousing designation. Prohousing activities are grouped into four categories.

Select all proposed activities.

#### Category 1: Favorable Zoning and Land Use

- Program would implement housing element plan for zoned capacity of >150% of RHNA
- Permitting missing middle uses (e.g., duplexes, triplexes, fourplexes, townhomes) in existing low-density single-family zones
- Eliminating minimum parking requirements

- Allowing residential in commercial zones
- Allowing more/larger accessory dwelling units (ADUs) than state law requires
- Density bonus that is >10% more than state requirements
- Establishment of Workforce Housing Opportunity Zone (WHOZ) or housing sustainability district
- Modify development standards to promote more density
- Program would implement housing element plan for zoned capacity of >125% of RHNA
- Reducing parking requirements

### Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval of housing
- Streamlined/program level California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) for general plans/specific plans etc.
- Establishing permit process that is less than 2 months
- Elimination of public hearings for projects consistent with zoning/general plan
- One stop shop permitting processes or single point of contact
- Priority permit processing or reduced plan check times for ADUs/junior ADUs, multifamily, or affordable housing
- Streamlining housing development at project level
- Establishing permit process that is less than 4 months
- Limitation to 3 public hearings for projects consistent with zoning/general plan
- Eliminate or replace subjective design standards with objective standards that simplify zoning
- Standard entitlement application
- Publicly posting online status updates on permit approvals

### Category 3: Reduction of Construction and Development Costs

- Waive development impact fees for housing
- Adoption of universal design ordinances
- Preapproved prototype plans for missing middle housing (e.g., duplexes, triplexes, fourplexes, townhomes)
- Measures that reduce costs for transportation related infrastructure or that encourage active transit or other alternatives to cars
- Reduce development impact fees for housing
- Less restrictive ADU standards than state requirements
- Fee reduction including deferrals or reduced fees for housing with people with special needs
- Promoting innovative housing types that reduce development costs

Category 4: Providing Financial Subsidies

- Establishment of local housing trust fund or collaboration on regional fund
- Program to comply with Surplus Lands Act and make publicly owned land available for affordable housing
- Establish Enhanced Infrastructure Financing District (EIFD)
- Prioritization of local general funds for affordable housing
- Grants/low interest loans for affordable ADUs
- Direct residual redevelopment funds to affordable housing
- Development and regular use of housing subsidy pool, local/regional trust, or similar funding source

Describe how this project will achieve the Prohousing policy goals marked above.

## 4. Housing Equity

In accordance with SANDAG's Commitment to Equity, applicants will receive points for planning activities that advance housing equity. Applicants may choose to implement multiple activities.

- Establishment of rent stabilization
- Establishment of anti-displacement policies in conjunction with transit improvements
- Creation of a strategy or fund to preserve naturally occurring affordable housing
- Creation of tenant protection policies such as access to legal counsel, just cause eviction policy, etc.
- Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from environmentally sensitive or hazardous areas.
- Programs, land use plans and new policies (other than those indicated in the Prohousing Policy Implementation section 3 above) that are intended to result in increased investment (such as infrastructure, housing, open space, etc.) in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the [2021 California Tax Credit Allocation Committee \(CTCAC\)/HCD Opportunity Maps](#), and [disadvantaged communities pursuant to California Senate Bill 535 \(2012\)](#).
- Zone changes or other policies (other than those listed in the Prohousing Policy Implementation section 3 above) that increase housing choices and affordability in High Resource and Highest Resource areas, as designated in the [2021 CTCAC/HCD Opportunity Maps](#).
- Displacement risk studies
- Creating a publicly available database of affordable housing properties at risk of losing affordability restrictions through expiration of rent restrictions or tenant voucher programs
- Proactive monitoring of housing at risk of losing affordability restrictions and proactive enforcement of state mandated tenant notification provisions

Describe how this project will achieve the Equity Goals marked above.

## 5. Partnerships

To leverage resources and create consistency across the region, SANDAG is encouraging jurisdictions to partner together to share information, plan, and adopt policies together. Additionally, SANDAG encourages jurisdictions to partner with a community-based organization or nonprofit to ensure the benefits of Prohousing activities are realized by a broad population and in an equitable manner. **Partnerships must be evidenced by a letter of support submitted with this application.**

- Interjurisdictional Prohousing partnership
- Community-based organization partnership

Describe how the partnership will enhance the benefits and outcomes of the project.

## 6. Sustainability

Describe how the project is in a climate resilient area OR how it will minimize the impacts of climate change:

Describe how this project will reduce greenhouse gas emissions and implement a jurisdiction's Climate Action Plan:

A large, empty rectangular box with a thin black border, intended for the applicant to describe how the project will reduce greenhouse gas emissions and implement the jurisdiction's Climate Action Plan.

## Applicant Statement Form

Please indicate application completeness by checking the following boxes and sign and date below.

As an authorized delegate, I certify that my agency:

- Has read the Grant Agreement Template and accepts and can meet the terms and conditions therein.
- Understands that SANDAG will not reimburse the applicant for expenses incurred prior to issuance of the Notice to Proceed, after the grant term expiration, or after the June 30, 2023, expenditure deadline.

If this application is approved for funding, I certify that my agency:

- Understands the responses in this application will become requirements reflected in the Grant Agreement with SANDAG.
- Agrees to sign and return the Grant Agreement to SANDAG, without exceptions, within 45 days of receipt.
- Will comply with [SANDAG Board Policy No. 035: Competitive Grant Program Procedures](#)
- Will submit progress reports, performance measures, and invoices documenting the use of both grant and matching funds to SANDAG no less frequently than quarterly using the method required by SANDAG.
- Will set-up a separate project account that will be in accordance with a quarterly reporting and invoicing schedule.

I certify that I agree with the above statements and that the information submitted in this application is complete, accurate, and in accordance with these guidelines.

I have the authorization to submit this Grant Application on behalf of my agency.

---

Authorized Delegate Name

Title

---

Signature

Date



**MEETING DATE** September 28, 2022

**ITEM TITLE** AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CONCESSION SERVICES AT MAST PARK WITH THE DOG HAUS DISC SHOP, LLC PER RFP #22/23-40026

**DIRECTOR/DEPARTMENT** Nicolas Chavez, Community Services

*for NTC*

**SUMMARY** On August 5, 2022 the City issued a Request for Proposals (RFP #22/23-40026) for Concession Services at Mast Park. The City of Santee solicited proposals from qualified individuals, community organizations and private businesses that have an interest in providing concessions services at a concession building located at Mast Park, 9125 Carlton Hills Blvd. A mandatory pre-proposal meeting was conducted on August 23, 2022. Proposals were due August 31, 2022. One proposal was received, which was submitted by The Dog Haus Disc Shop, LLC ("Contractor"). City staff has negotiated with Contractor and both parties have agreed to the terms of the agreement. Some of the terms include:

- The initial term of the Agreement shall be from the execution of the Agreement through June 30, 2024 (initial period) with the option, at the City's discretion, to extend the Agreement an additional five years.
- The City will provide a concession building with a counter with a roll-up closure. The building has electrical service but no water or sewer connections.
- Contractor will supply all staff and equipment necessary to operate the concession, including all furniture, fixtures and equipment needed for the operation of the snack bar/concession facility.
- Contractor will pay to the City monthly fixed rent of \$400 for months 1-3, \$600 for months 4-6, \$800 for months 7-12. Monthly rent after month 12 to be further negotiated by month 12.
- Contractor will pay to the City monthly 15% of gross food & beverage and merchandise sales, 15% of net event equipment and accessories rental, 15% of net disc golf equipment and accessories rental for months 1-6.
- Contractor will pay 10% of gross food & beverage and merchandise sales, 10% of net event equipment and accessories rental, and 15% of net disc golf equipment and accessories rentals for months 7-12. Future monthly dividends after month 12 to be further negotiated by month 12.
- Contractor will pay to the City monthly 100% of gross disc golf day fees and memberships collected for months 1-12.
- After month 12, the payment schedule may be renegotiated, except that the percentage paid to the City of monthly gross disc golf day fees and memberships collected will remain at 100%.
- Contractor will obtain any required permits/licenses, including those required for food handling.
- Contractor will provide the general cleaning and up-keep of dining area adjacent to the concession building during business hours
- Contractor shall maintain agreed upon business hours. Director will notify the Contractor a minimum of 48 hours in advance of special events

- Contractor shall not make changes in, alterations or additions to, or remove any portion of the building, facility, etc. belonging to the City without first obtaining written approval of the Director
- Contractor will submit background checks for all site employees prior to assignment.

**FINANCIAL STATEMENT** *KS*

The City anticipates minimal costs for electricity which will be offset by concession sales revenue.

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

**RECOMMENDATION**

Authorize the City Manager to execute a Professional Services Agreement for Concession Services at Mast Park with The Dog Haus Disc Shop, LLC.

**ATTACHMENT**

None