



LA MESA CITY COUNCIL AGENDA

A Regular Meeting

Date: Tuesday, July 12, 2022, 6:00 p.m.
Location: City Council Chambers, 8130 Allison Avenue
La Mesa, California

Elected Officials: Mayor Mark Arapostathis
Vice Mayor Jack Shu
Councilmember Bill Baber
Councilmember Laura Lothian
Councilmember Colin Parent
City Treasurer Eldon Vogt

Staff: City Manager Greg Humora
City Attorney Glenn Sabine
City Clerk Megan Wiegelman

In-Person/Virtual Hybrid City Council Meeting Pursuant to AB 361 (Government Code Section 54953(e)(1)-(2))

The City Council meeting may be viewed in-person or live on Cox Cable Channel 24 (within La Mesa City limits), AT&T U-Verse Channel 99 (in the San Diego Region), the City's website (www.cityoflamesa.us), Facebook Live (www.facebook.com/lamesaca) or using the following Zoom Webinar options:

The public may view the meeting live using the following remote options:

Teleconference Meeting Webinar

<https://us06web.zoom.us/j/84472650722>

Telephone (Audio only)

(669) 900-6833 or (253) 215-8782 Webinar ID: 844 7265 0722

Copy and paste the webinar link into your internet browser if the webinar link does not work directly from the agenda.

PUBLIC COMMENTS

- **In-Person comments during the meeting:** Join us for the City Council meeting at the time and location specified on this agenda to make your comments. Please complete a “Request to Speak” card and submit it to the Council Hostess. When the Mayor calls your name, step to the podium and state your name for the record. Comments will be limited to three (3) minutes.
- **Zoom Audio Comments:** To provide oral public comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial in number. On Zoom video conference by computer or mobile phone, use the “Raise Hand” feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you may raise your hand by pressing *9. Comments will be limited to three (3) minutes. No further comments will be entertained after the Mayor closes public comment.
- **How to submit eComments:** eComments are available once an agenda is published. Locate the meeting in "upcoming meetings" and click the comment bubble icon. Click on the item you wish to comment on. eComments can be submitted when the agenda is published and until **24 hours prior** to the meeting. eComments are limited to 500 words. eComments may be viewed by the City Council and members of the public following the close of the eComment submission period (24 hours prior to the meeting). Email your comment to comments@cityoflamesa.us if you have difficulty submitting an eComment. eComments will not be read aloud as a regular meeting item; however any member of the Council or member of the public may do so during their respective comment time.

Citizens who wish to make an audio/visual presentation pertaining to an item on the agenda, or during Public Comments, should contact the City Clerk’s office at 619.667.1120, **no later than** 5:00 p.m., the Thursday prior to the meeting day. Advance notification will ensure compatibility with City equipment and allow Council meeting presentations to progress smoothly and in a consistent and equitable manner. **Please note** that all presentations/digital materials are considered part of the maximum time limit provided to speakers.

Agenda reports for items on this agenda are available for public review at the City Clerk's Office, 8130 Allison Avenue, during normal business hours.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk’s Office, 8130 Allison Avenue, during normal business hours.

ACCESSIBILITY: The City of La Mesa encourages the participation of disabled individuals in the

services, activities and programs provided by the City. Individuals with disabilities, who require reasonable accommodation in order to participate in the City Council meetings, should contact the City's Americans with Disabilities Act (ADA) Coordinator, Rida Freeman, Director of Administrative Services, 48 hours prior to the meeting at 619.667.1175, fax 619.667.1163, or rfreeman@cityoflamesa.us.

Hearing assisted devices are available for the hearing impaired. A City staff member is available to provide these devices upon entry to City Council meetings, commission meetings or public hearings held in the City Council Chambers. A photo i.d. or signature will be required to secure a device for the meeting.

Pages

1. CALL TO ORDER

1.1. INVOCATION - COUNCILMEMBER LOTHIAN

1.2. PLEDGE OF ALLEGIANCE

2. CITY MANAGER COMMENTS

3. COMMUNITY BULLETIN REPORTS

4. ADDITIONS AND/OR DELETIONS TO THE AGENDA

5. PUBLIC COMMENTS – (TOTAL TIME – 15 MINUTES)

NOTE: In accordance with state law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

6. CONFLICT DISCLOSURES

7. BOARD AND COMMISSION INTERVIEWS

7.1. ANNUAL INTERVIEW OF APPLICANTS FOR THE CITY'S BOARDS AND COMMISSIONS

2

Staff Reference: Ms. Wiegelman

8. CONSENT CALENDAR

(Items 8.1 through 8.6)

The Consent Calendar includes items considered to be routine. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

Recommended Motion:

Approve Consent Calendar Items 8.1 through 8.6.

- 8.1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING
- Recommended Motion:
Approve.
- 8.2. APPROVAL OF THE MINUTES FOR THE CITY COUNCIL SPECIAL MEETING HELD TUESDAY, JUNE 14, 2022 8
- Recommended Motion:
Approve.
- 8.3. APPROVAL OF THE MINUTES FOR THE CITY COUNCIL REGULAR MEETING HELD TUESDAY, JUNE 14, 2022 10
- Recommended Motion:
Approve.
- 8.4. RESOLUTIONS ACCEPTING BID NO. 22-07, FY 22 SEWER IMPROVEMENT PROJECT 22
- Staff Reference: Mr. Throne
- A. RESOLUTION ACCEPTING BID NO. 22-07, FY22 SEWER IMPROVEMENT PROJECT AND AWARDDING A CONSTRUCTION CONTRACT TO KAY CONSTRUCTION COMPANY, INC
- B. RESOLUTION APPROVING A TASK ORDER TO ARDURRA TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR FY 22 SEWER IMPROVEMENTS PROJECT
- Recommended Motion:
Adopt Resolutions.
- 8.5. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2021 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) - URBAN AREA SECURITY INITIATIVE (UASI) GRANT OF \$16,012 34
- Staff Reference: Chief Swaney
- Recommended Motion:
Adopt Resolution.
- 8.6. RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 80
- Staff Reference: Mr. Throne

Recommended Motion:

Adopt Resolution.

9. HEARING

**9.1. CONSIDERATION OF A RESOLUTION CONFIRMING THE REPORT
WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES
FOR FISCAL YEAR 2023 TO BE COLLECTED ON THE COUNTY
PROPERTY TAX ROLL**

88

Staff Reference: Mr. Throne

Recommended Motion:

Adopt Resolution.

10. COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

11. AB 1234 REPORTS (GC 53232.3 (d))

12. CITY ATTORNEY REMARKS

13. ADJOURNMENT



CITY OF
LA MESA

JEWEL of the HILLS

INTEROFFICE MEMO

DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Megan Wiegelman, CMC, City Clerk *MW*

VIA: Greg Humora, City Manager *GH for G.H.*

SUBJECT: ANNUAL INTERVIEW OF APPLICANTS FOR OPENINGS ON THE
CITY'S BOARDS AND COMMISSIONS

Attached are copies of applications from residents who wish to be considered for appointment or reappointment to the City's boards and commissions. The applicants have been invited to attend the meeting and make a brief three-minute presentation describing their qualifications and interest in serving.

The applicants will be called forward by the City Clerk and after each presentation you may ask questions of the applicants, if you wish.

The appointments will be made at the Council meeting on Tuesday, July 26th.

Attachments

A number of applicants listed more than one board or commission of interest.

Community Relations and Veterans Commission: 4 positions – four-year terms

One position represents the veteran population (V), two positions represent the disabled population (D), and one position represents the general population (G).

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.
--

	<u>First Appointed</u>	<u>Terms</u>
Virginia Blazier (G)		
Glenna Bloemen (G) (D) – incumbent	10/08/13	2 + partial
Jessi Brown (G)		
Andrea L. Britland (D) – incumbent	07/28/20	partial
Mark Mellinger (V) (D)(G)		

Community Services Commission: 3 positions – four-year terms

One position is recommended by the Grossmont Union High School District (GUHSD).

One position will fill the unexpired term of Ginger Radenheimer whose term expires June 30, 2024.

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.
--

	<u>First Appointed</u>	<u>Terms</u>
Jessi Brown		
Parker Ross		

Design Review Board: 1 position – three-year term

Members shall be design professionals, which are defined as registered architect or landscape architect, building designer, urban designer or urban planner. Members are subject to the Conflict of Interest Code.
--

	<u>First Appointed</u>	<u>Terms</u>
Maria Ruiz-Ostmeyer		

Historic Preservation Commission: 2 positions – four-year terms

One position is recommended by the La Mesa Historical Society (HS) and one position represents the design professional category which includes licensed architects, landscape architects, city planners, urban designers, architectural historians, and individuals practicing structural or interior design (DP).

Two of the members shall be registered voters and licensed architects, landscape architects, city planners, urban designers, architectural historians, individuals practicing structural or interior design; two are current resident electors of the City of La Mesa; and three are registered voters and recommended by the La Mesa Historical Society. Members are subject to the Conflict of Interest Code.

	<u>First Appointed</u>	<u>Terms</u>
David Cline (HS) – incumbent	04/27/21	partial
Curt Sherman	11/23/04	4 + partial

La Mesa Community Parking Commission: 2 position – four-year term

Two positions are a business representative, property owner, or resident residing in the CD/D Downtown Commercial Zone.

Two members shall be at-large members and three members shall be business representatives, property owners, or residents residing in the CD/D Downtown Commercial Zone. Members are subject to the Conflict of Interest Code.

<u>First Appointed</u>	<u>Terms</u>
-------------------------------	---------------------

Mobility Commission: 2 positions – four-year terms

One position is the experience as a vulnerable road user, who frequently walks, rides a bicycle, or uses another vulnerable non-car mode of transportation representative (VRU) and one position represents the general population (G).

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

	<u>First Appointed</u>	<u>Terms</u>
Dinah Justice (VRU) – incumbent	7/11/2017	1 + partial
Jacob T. Mandel (VRU)(G)		
Nancy Sierra (VRU) (G)		

Personnel Appeals Board: 1 position – three-year terms

Members shall be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

	<u>First Appointed</u>	<u>Terms</u>
Mounah Abdul-Samad		
Jocelyn Watkins – incumbent	7/28/2020	partial

APPLICATIONS ARE AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE



La Mesa City Council

Minutes of a Special Meeting

Date: June 14, 2022, 5:00 p.m.
Location: Council Chambers and City Manager's Conference Room
City Hall, 8130 Allison Avenue
La Mesa, California

Present: Mayor Arapostathis
Vice Mayor Shu
Councilmember Baber
Councilmember Lothian
Councilmember Parent

Staff: City Manager Humora
Assistant City Manager Tomaino
City Attorney Sabine
City Clerk Wiegelman

This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

1. CALL TO ORDER

Vice Mayor Shu called the meeting to order at 5:02 p.m.

2. PUBLIC COMMENTS

There were no comments.

Vice Mayor adjourned the meeting to Closed Session at 5:03 p.m.

Mayor Arapostathis joined the meeting at 5:03 p.m.

3. CLOSED SESSION

**3.1 CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54957.6**

Agency Negotiator: Ms. Freeman

Employee Organization: Unrepresented Employees

The meeting reconvened at 5:24 p.m. with all members present.

4. REPORT FROM CLOSED SESSION - CITY ATTORNEY

City Attorney Sabine announced there were no reportable actions.

5. ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 5:24 p.m.

City Clerk



La Mesa City Council

Minutes of a Regular Meeting

Date: June 14, 2022, 6:00 pm
Location: City Council Chambers, 8130 Allison Avenue
La Mesa, California

Present: Mayor Arapostathis
Vice Mayor Shu
Councilmember Baber
Councilmember Lothian
Councilmember Parent

Staff: City Manager Humora
Assistant City Manager Tomaino
City Attorney Sabine
City Clerk Wiegelman

This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

1. CALL TO ORDER

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

Mayor Arapostathis called the meeting to order at 6:00 p.m.

1.1 INVOCATION - VICE MAYOR SHU

1.2 PLEDGE OF ALLEGIANCE

2. REPORT FROM CLOSED SESSION

City Attorney Sabine announced there were no reportable actions.

3. CITY MANAGER COMMENTS

There were no comments.

4. COMMUNITY BULLETIN REPORTS

The Mayor, Council and staff made announcements and reported on various events taking place in the City. No action was taken.

5. ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

6. PRESENTATIONS

6.1 PRESENTATION OF THE SCHOOL SAFETY PATROL AWARDS - MAYOR ARAPOSTATHIS

Mayor Arapostathis and Chief Sweeney presented the Safety Patrol Awards.

6.2 PROCLAIMING JUNE 2022 AS LGBTQ+ PRIDE MONTH

Mayor Arapostathis read the proclamation proclaiming June 2022 as LGBTQ+ Pride Month.

Laura Landegent spoke in opposition to displaying the Pride flag at City Hall.

7. PUBLIC COMMENTS – (TOTAL TIME – 15 MINUTES)

Dave Myers spoke in support of displaying the Pride flag at City Hall.

Dianne Osterling spoke on Items 9.7, 9.8 and 9.9 of the Consent Calendar.

Lou Chavez spoke in opposition to displaying the Pride flag at City Hall.

Dawn-Marie Tol spoke in support of displaying the Pride flag at City Hall.

8. CONFLICT DISCLOSURES

There were no conflict of interest disclosures.

9. CONSENT CALENDAR

(Items 9.1 through 9.11)

Dawn-Marie Tol spoke on Item 9.4 of the Consent Calendar.

Moved By Councilmember Baber

Seconded By Councilmember Parent

Approve Consent Calendar Items 9.1 through 9.11.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

9.1 APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approve.

9.2 APPROVAL OF THE MINUTES FOR THE CITY COUNCIL SPECIAL MEETING HELD TUESDAY, MAY 24, 2022

Approve.

9.3 APPROVAL OF THE MINUTES FOR THE CITY COUNCIL REGULAR MEETING HELD TUESDAY, MAY 24, 2022

Approve.

9.4 A. RESOLUTION APPROVING THE 2022-2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA MESA AND THE LA MESA CITY EMPLOYEES' ASSOCIATION;

Resolution No. 2022-048

B. RESOLUTION AUTHORIZING UNREPRESENTED CONFIDENTIAL EMPLOYEES TO RECEIVE THE SAME SALARY, BENEFITS, AND CAFETERIA PLAN TERMS AS PROVIDED TO THE LA MESA CITY EMPLOYEES' ASSOCIATION;

Resolution No. 2022-049

C. RESOLUTION APPROVING THE CITY OF LA MESA COMPENSATION PLAN FOR FISCAL YEAR 2022-2023 LISTING POSITIONS, SALARY RANGES/BANDS, AND PAY STEPS, INCLUDING THE NEW CLASSIFICATION AND SALARY RANGE FOR ADMINISTRATIVE ANALYST I/II - CONFIDENTIAL, AND APPROPRIATING FUNDS TO THE FISCAL YEAR 2022-2023 BUDGET;

Resolution No. 2022-050

D. RESOLUTION APPROVING THE CITY OF LA MESA COMPENSATION PLAN FOR FISCAL YEAR 2023-2024 LISTING POSITIONS, SALARY RANGES/BANDS, AND PAY STEPS; AND

Resolution No. 2022-051

**E. RESOLUTION APPROVING THE CITY OF LA MESA
COMPENSATION PLAN FOR FISCAL YEAR 2024-2025 LISTING
POSITIONS, SALARY RANGES/BANDS, AND PAY STEPS**

Resolution No. 2022-052

Adopt Resolutions.

**9.5 RESOLUTION TO APPROVE AMENDMENT 1 TO THE OPENGOV, INC.
SOFTWARE AGREEMENT FOR THE ERP CLOUD UPGRADE**

Resolution No. 2022-053

Adopt Resolution.

**9.6 RATIFICATION OF DESIGN REVIEW FOR PROJECT 2021-35 (HIGH
STREET 34 LP)**

**PROPOSED REVISIONS TO AN APPROVED PLANNED RESIDENTIAL
DEVELOPMENT ON THE NORTH SIDE OF HIGH STREET, A PRIVATE
ROAD, APN 499-010-02-00 AND 499-010-03-00 IN THE R1S
(SUBURBAN RESIDENTIAL) ZONE**

Approve.

**9.7 RATIFICATION OF DESIGN REVIEW FOR PROJECT 2021-44 (GAIPA)
– PROPOSED EXTERIOR ALTERATIONS TO AN EXISTING
COMMERCIAL BUILDING AT 8301 LA MESA BOULEVARD, APN 494-
421-01-00 IN THE CD-D (DOWNTOWN COMMERCIAL / URBAN
DESIGN OVERLAY) ZONE**

Approve.

**9.8 RESOLUTION AUTHORIZING A STANDARD AGREEMENT FOR
SPECIALIZED PROFESSIONAL SERVICES BETWEEN THE CITY OF
LA MESA AND BUREAU VERITAS NORTH AMERICA, INC. FOR
BUILDING DIVISION STAFF AUGMENTATION SERVICES FOR UP TO
A SIX MONTH PERIOD**

Resolution No. 2022-054

Adopt Resolution.

**9.9 RESOLUTION TO INCREASE THE BUDGET FOR BUILDING DIVISION
PROFESSIONAL AND SPECIALIZED SERVICES ACCOUNT BY
\$200,000 FOR FISCAL YEAR 2021-2022**

Resolution No. 2022-055

Adopt Resolution.

9.10 APPROVING THE FINAL MAP FOR LA MESA TRACT NO. 16-01 (HIGH STREET 34 LC)

RESOLUTION APPROVING THE FINAL MAP FOR LA MESA TRACT NO. 16-01 (HIGH STREET 34 LC), A ONE-LOT, 32-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT ON THE NORTH SIDE OF HIGH STREET, A PRIVATE ROAD APN 499-010-02-00 AND 499-010-03-00 IN THE R1S (SUBURBAN RESIDENTIAL) ZONE

Resolution No. 2022-056

Adopt Resolution.

9.11 RESOLUTION APPROVING THE AGREEMENT WITH EMERGENCY VEHICLE SERVICES LLC, FOR LIGHT AND RADIO OUTFITTING COSTS OF TWO NEW STAFF FIRE TRUCKS AND WAIVING COMPETITIVE BIDDING

Resolution No. 2022-057

Adopt Resolution.

10. ORDINANCE: FIRST READING

10.1 CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MESA AMENDING SECTIONS 2.60.010 AND 2.71.010 OF THE LA MESA MUNICIPAL CODE TO ADJUST THE NUMBER OF COMMISSIONERS ON THE PLANNING COMMISSION AND YOUTH ADVISORY COMMISSION

City Attorney Sabine read the title of the Ordinance.

City Clerk Wiegelman explained the purpose for adjusting the number of commissioners on the Planning Commission and Youth Advisory Commission.

Council questions and comments ensued.

Moved By Mayor Arapostathis

Seconded By Councilmember Baber

Approve the introduction and first reading of the Ordinance.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

11. ORDINANCES: SECOND READING

11.1 CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MESA AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LA MESA AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

City Attorney Sabine read the title of the Ordinance.

Ordinance No. 2022-2897

Moved By Councilmember Parent

Seconded By Mayor Arapostathis

Approve the second reading and adoption of the Ordinance authorizing a third amendment to the contract between the City Council of the City of La Mesa and the Board of Administration of the California Public Employees' Retirement System ("CalPERS"), to provide an employee contribution of an additional .5% of salary as provided under Government Code Section 20516(a) applicable to all Classic CalPERS La Mesa City Employees' Association members (total of 1.5% cost share), with the CalPERS contract amendment to be effective July 15, 2022.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

11.2 CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MESA AMENDING SECTION 17.12 OF THE LA MESA MUNICIPAL CODE TO ADJUST THE SCHEDULE OF SEWER SERVICE CHARGES FOR FISCAL YEARS 2023 THROUGH 2025

Mayor Arapostathis read the title of the Ordinance.

Ordinance No. 2022-2898

Moved By Vice Mayor Shu

Seconded By Councilmember Parent

Approve the second reading and adoption of the Ordinance.

12. STAFF REPORT

12.1 CONSIDERATION OF RESOLUTION ADOPTING THE CITY OF LA MESA URBAN FOREST MANAGEMENT PLAN

Environmental Program Manager Ego and Ryan Allen, Urban Forestry Specialist with Dudeck, provided a PowerPoint presentation on the City of La Mesa Urban Forest Management Plan ("Plan"), highlighting the development, guiding principles, and key findings of the Plan. Environmental Program Manager Ego and Ryan Allen, Urban Forestry Specialist with Dudeck, summarized the recommended actions and next steps for the implementation of the Plan.

Dianne Osterling spoke regarding fire personnel reviewing the Urban Forest Management Plan prior to its implementation.

Council questions and comments ensued.

Resolution No. 2022-058

Moved By Mayor Arapostathis

Seconded By Councilmember Parent

Adopt Resolution.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

13. HEARING

13.1 CONSIDERATION OF RESOLUTION REVISING THE QUIMBY ACT PARKLAND DEDICATION IN-LIEU FEE AND PARK ACQUISITION AND IMPROVEMENT IMPACT FEE BASED ON THE FINDINGS AND CONCLUSIONS OF THE PARK DEVELOPMENT IMPACT FEE UPDATE STUDY (2022 STUDY)

Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and at the time specified in the notice.

Mayor Arapostathis opened the hearing for Item 13.1.

Assistant to the City Manager Dedmon provided a PowerPoint presentation on the updated park development impact fees study, highlighting the recalculated park development impact fees, the cost comparison of the initial proposed fees and recalculated fees, the proposed implementation of the new park development impact fees, and the exemption of deed restricted units from the park development impact fees.

Council questions and comments ensued.

Dianne Osterling spoke in support of adopting the Resolution revising the park development impact fees.

Moved By Vice Mayor Shu

Seconded By Mayor Arapostathis

Close the hearing.

For (3): Mayor Arapostathis, Vice Mayor Shu, and Councilmember Parent

Against (2): Councilmember Baber, and Councilmember Lothian

Approved (3 to 2)

Moved By Vice Mayor Shu

Seconded By Mayor Arapostathis

Adopt Resolution.

For (2): Mayor Arapostathis, and Vice Mayor Shu

Against (3): Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Failed (2 to 3)

14. COUNCIL INITIATED

14.1 REQUEST FROM SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR A LETTER OF SUPPORT

CONSIDERATION OF APPROVING A LETTER OF SUPPORT FOR THE SANDAG AND CALIFORNIA DEPARTMENT OF TRANSPORTATION APPLICATION FOR FUNDING FROM THE NATIONAL INFRASTRUCTURE PROJECT ASSISTANCE AND THE NATIONALLY SIGNIFICANT MULTIMODAL FREIGHT AND HIGHWAY PROJECTS

**GRANT PROGRAMS AS PART OF THE MULTIMODAL PROJECT
DISCRETIONARY GRANT OPPORTUNITY FOR THE STATE ROUTE
94/STATE ROUTE 125 INTERCHANGE IMPROVEMENTS PROJECT -
MAYOR ARAPOSTATHIS AND COUNCILMEMBER BABER**

Mayor Arapostathis and Councilmember Baber gave a brief overview of the State Route 94/State Route 125 Interchange Improvements Project.

Council questions and comments ensued.

Moved By Mayor Arapostathis

Seconded By Councilmember Baber

Approve.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

**14.2 CONSIDERATION OF RESOLUTION SUPPORTING SENATE BILL
1338, COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT
(CARE) COURT PROGRAM - COUNCILMEMBER BABER AND
COUNCILMEMBER PARENT**

Councilmember Baber and Councilmember Parent explained the purpose for supporting Senate Bill 1338 and gave a brief overview of the CARE Court Program.

Council questions and comments ensued.

Resolution No. 2022-059

Moved By Councilmember Parent

Seconded By Councilmember Baber

Adopt Resolution.

For (5): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, Councilmember Lothian, and Councilmember Parent

Approved (5 to 0)

**14.3 CONSIDERATION OF ANNUALLY PROCLAIMING THE MONTH OF
JUNE IN LA MESA AS LGBTQ+ MONTH AND FLYING A**

REPRESENTATIVE FLAG DURING THIS TIME FRAME - VICE MAYOR SHU AND COUNCILMEMBER PARENT

Vice Mayor Shu and Councilmember Parent explained the purpose for requesting that the month of June be annually proclaimed as LGBTQ+ Month in La Mesa and a representative flag be displayed during that month.

The following members of the public spoke in support of annually proclaiming the month of June in La Mesa as LGBTQ+ Month and flying a representative flag during that month:

Max Coston

Brianna Coston

Tareq Asfour

The following members of the public spoke in opposition to displaying the Pride flag at City Hall:

Mary Dean

Gary Wyer

Council questions and comments ensued.

Moved By Councilmember Parent

Seconded By Councilmember Baber

Approve and direct staff to bring to Council for consideration in January of each year a list of the proclamations for that year.

For (4): Mayor Arapostathis, Vice Mayor Shu, Councilmember Baber, and Councilmember Parent

Against (1): Councilmember Lothian

Approved (4 to 1)

15. COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

The Mayor and Council reported on various outside boards, commissions and committee meetings they attended. No action was taken.

16. AB 1234 REPORTS (GC 53232.3 (d))

There were no reports.

17. CITY ATTORNEY REMARKS

There were no remarks.

18. ADJOURNMENT

At 7:34 p.m., Mayor Arapostathis adjourned the meeting in honor and memory of Dexter Levy, a longtime La Mesa resident and community volunteer.

City Clerk



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: July 12, 2022

SUBJECT: 1. RESOLUTION ACCEPTING BID 22-07, FY22
SEWER IMPROVEMENT PROJECT AND AWARDED
A CONSTRUCTION CONTRACT TO KAY
CONSTRUCTION COMPANY, INC.

2. RESOLUTION AWARDED A TASK ORDER TO
ARDURRA TO PROVIDE CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

1. Should the City Council accept Bid 22-07, FY22 Sewer Improvement Project and award a construction contract to Kay Construction Company, Inc. for \$1,159,290?
2. Should the City Council award a task order to Ardurra to provide construction management and inspection services for \$116,400?

Recommendation:

Adopt the attached resolutions:

1. Accepting Bid 22-07, FY22 Sewer Improvement Project and awarding a construction contract to Kay Construction Company, Inc. for \$1,159,290.
2. Awarding a construction management and inspection services to Ardurra for \$116,400.

Fiscal Impact:

Funds for the project are available in Capital Improvement Project accounts 301200SF-6830, 301210SF-6830, and 301220SF-6830. No General Fund money will be used for this project.

City's Strategic Goals:

- Continue to improve high quality municipal services

BACKGROUND:

The City of La Mesa actively replaces and rehabilitates old or defective sewer facilities based on their physical and operational condition. This project replaces clay sewer pipes that experience inflow and infiltration (I&I) of storm or ground water into the sewer pipes due to age and condition. Reducing I&I results in lower treatment costs to the City of La Mesa and helps to achieve the regional pure water goals.

The project includes replacement/rehabilitation of sewer pipe and manholes along Amarillo Avenue from Clay Avenue to Midland Street, Clay Avenue from Amarillo Avenue to Midland Street and Midland Street from Amarillo Avenue to Clay Avenue. This project replaces/rehabilitates over 1,900 linear feet of concrete sewer pipe and 15 sewer manholes. The City will reconnect all sewer laterals at no charge to the property owners.

In April 2018, the City advertised a request for qualifications for its as-needed engineering consultant services. Ardurra (formerly Infrastructure Engineering Corporation) was selected as one of the qualified firms to provide construction management and inspection services. Ardurra has satisfactorily performed such services for various City projects in the past.

DISCUSSION:

On June, 9, 2022, the City posted a notice inviting bids and the bid documents were distributed to 21 plan holders. On June 30, 2022, the City received seven bids electronically. The lowest, responsive bidder was Kay Construction Company, Inc., with a total bid amount of \$1,159,290. A summary of bid results is shown in Attachment C.

Contract time for completion of the project is 70 working days. The work is tentatively scheduled to begin later this summer and completed by winter. The City will notify the affected properties of the planned work and additional notices will be provided prior to the start of the construction by the contractor.

Report to Mayor and Councilmembers

Date: July 12, 2022

Page: 3 of 3

Ardurra has provided a scope of services to manage, monitor, and inspect the construction of the project and oversee compliance with the contract documents. Ardurra proposes a full-time inspector that will be reporting to the City's project manager on a daily basis. In addition to the inspection services, the inspector will coordinate with the contractor for public notifications and access to private properties. Ardurra's fee to perform the services is \$116,400.

CONCLUSION:

Staff recommends the City Council adopt the attached resolutions:

1. Accepting Bid 22-07, FY22 Sewer Improvement Project, awarding a construction contract to Kay Construction Company, Inc. for \$1,159,290.
2. Awarding a task order to Ardurra to provide construction management and inspection services for \$116,400.

Reviewed by:

 for G.H.

Greg Humora
City Manager

Respectfully submitted by:



Michael Throne
Director of Public Works/City Engineer



Hamed Hashemian
Engineering Project Manager

Attachments:

- A: Resolution - Construction Contract Award
- B: Resolution – Construction Management Task Order
- C: Bid Summary

RESOLUTION NO. 2022-_____

RESOLUTION ACCEPTING BID NO. 22-07, FY22 SEWER IMPROVEMENT PROJECT AND AWARDING A CONSTRUCTION CONTRACT TO KAY CONSTRUCTION COMPANY, INC.

WHEREAS, the City of La Mesa continues to improve high quality municipal services;

WHEREAS, the City is actively replacing/rehabilitating the old sewer facilities based on their physical and operational condition;

WHEREAS, on June 9, 2022, a notice inviting bids was advertised and documents were distributed to 21 plan holders; and

WHEREAS, on June 30, 2022, the City received seven bids on the bid opening date and Kay Construction Company, Inc. was the lowest, responsive bidder with a total bid amount of \$1,159,290.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that:

The Kay Construction Company, Inc. bid in the amount of \$1,159,290 for Bid No. 22-07, FY22 Sewer Improvement Project, was determined to be the lowest, responsive. Said bid is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to accept and execute a construction contract with Kay Construction Company, Inc. to perform items of work in the base bid at the prices set forth in said bid for a total amount of \$1,159,290.

BE IT FURTHER RESOLVED that the Director of Public Works/City Engineer is authorized to approve the substitution of subcontractors.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF THE CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2022-___, duly passed and adopted by the City Council of said City on the 12th of July 2022, and by the vote therein recited.

MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING A TASK ORDER TO ARDURRA TO PROVIDE
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR FY22
SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of La Mesa continues to improve high quality municipal services;

WHEREAS, In April 2018, the City advertised a request for qualifications RFQ 18-15 for as-needed engineering services;

WHEREAS, Ardurra (formerly Infrastructure Engineering Corp.) was selected as a qualified firm to provide as-needed construction management and inspection services; and

WHEREAS, the City requires assistance with construction management and inspection for the above listed project.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that:

The task order to provide construction management and inspection of FY22 Sewer Improvement Project for an amount of \$116,400 is approved and the Mayor is hereby authorized to execute a task order with Ardurra to perform the work.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF THE CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2022-_____, duly passed and adopted by the City Council of said City on the 12th of July 2022, and by the vote therein recited.

MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

Bid Tabulation

BID 22-07: FY22 Sewer Replacement Project

	Bidders	Base Bid	Total
1	Kay Construction Company, Inc.	\$1,159,290.00	\$1,159,290.00
2	Ahrens Mechanical	\$1,317,972.50	\$1,317,972.50
3	Palm Engineering Construction	\$1,391,280.00	\$1,391,280.00
4	TC Construction Company, Inc.	\$1,464,660.00	\$1,464,660.00
5	PK Mechanical Systems	\$1,650,000.00	\$1,650,000.00
6	Ortiz Corporation	\$1,883,280.00	\$1,883,280.00
7	Blue Pacific Engineering and Construction	\$2,518,100.00	\$2,518,100.00
	Engineer's Estimate		\$2,200,000.00

All bids will be compared on the basis of the TOTAL BASE BID RECEIVED.

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$ _____ Fund _____

Purpose _____

Director of Finance
City of La Mesa

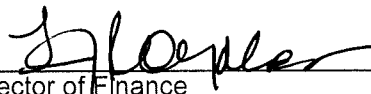
Date _____ By _____

Unappropriated Reserves Available Balance \$ _____

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$1,275,690.00



Director of Finance
City of La Mesa

Date: 07/12/2022

By: Michael Throne

Fund:	Dept./Activity:	
<u>301200SF</u>	<u>6830</u>	<u>\$159,010.00 from account 301200SF-6830 (amount available \$159,010.00)</u>
<u>301210SF</u>	<u>6830</u>	<u>\$880,640.00 from account 301210SF-6830 (amount available \$880,640.00)</u>
<u>301220SF</u>	<u>6830</u>	<u>\$236,040.00 from account 301220SF-6830 (amount available \$1,000,000.00)</u>

Purpose: Resolution Accepting Bid No. 22-07, FY22 Sewer Improvement Project and Awarding a Construction Contract to Kay Construction Company, Inc.

Resolution Approving a Task Order to Ardurra to Provide Construction Management and Inspection Services for FY22 Sewer Improvements Project

CERTIFICATE NO. 1792

REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: July 12, 2022

SUBJECT: Resolution Authorizing Acceptance and Appropriation of
FY 21 State Homeland Security Grant Program
(SHSGP) – Urban Area Security Initiative (UASI)

ISSUING DEPARTMENT: Fire

SUMMARY:

Issues:

Should the City Council accept the FY 21 SHSGP—UASI grant of \$16,012?

Recommendation:

Adopt a resolution to accept the FY 21 State Homeland Security UASI Grant and appropriate the amount of the award.

Authorize the City Manager or designee to execute any grant documents and agreements necessary for the receipt and use of these funds.

Fiscal Impact:

Subject to City Council approval, funds would be appropriated to the FY 2022-2023 and/or FY 2023-2024 budgets to Grant Fund 213; there are no matching funds required for this grant.

City's Strategic Goals:

- Safe community
- Maintain a financially sound and affordable city government

BACKGROUND:

The FY 21 SHSGP plays an important role in the implementation of Presidential Policy Directive-8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). The UASI Training Participation portion of this program supports the implementation of State Homeland Security Strategies to address training and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The City of La Mesa has been allocated \$16,012 in total, as outlined below:

Fire

Goal 3 Training, Exercises and Conferences (Project 021) - \$6,100

These funds are for tuition and staffing reimbursement costs for selected UASI-sponsored training and exercises for fire personnel.

Police

Goal 3 Training, Exercises and Conferences (Project 021) - \$7,662

Law Enforcement Training (Project 003) - \$2,250

These funds are for tuition and staffing reimbursement costs for selected UASI-sponsored training, exercises, and conferences for police personnel.

These funds will be used by the Police and Fire Departments for the projects listed above or as indicated by modifications to the grant.

Reviewed by:

 for G.H.

Greg Humora
City Manager

Respectfully submitted by:



Steve Swaney
Fire Chief

Attachments: A. Resolution
 B. 2021 Grant Agreement and MOU

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA
AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2021 STATE
HOMELAND SECURITY GRANT PROGRAM (SHSGP) – URBAN AREA
SECURITY INITIATIVE (UASI) GRANT OF \$16,012

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, that the City Council authorizes the acceptance of the FY 21 SHSGP–UASI grant offered by the Department of Homeland Security in the amount of \$16,012; provided however, that if the actual revenue received from the source specified should be more or less than the amount set forth herein, that the appropriations shall be adjusted to equal the amount actually received.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2022-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF LA MESA
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 LA MESA (“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 #: YZG4GLD1LTA1) 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, SUBRECIPT 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. SUBRECIPENT 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	La Mesa Fire Department
ADDRESS	8054 Allison Avenue
CITY, STATE, ZIP	La Mesa, CA 91942
ATTN	Fire and Police Grant Managers
FACSIMILE	(619) 667-1461

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
GREG HUMORA
CITY MANAGER

Federal Tax ID #: 95-6000731

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



April 8, 2022

Greg Humora
City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

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:
All Projects	\$ 16,012	
Project 003 Law Enforcement Training ¹	\$ 2,250	December 15, 2023
Project 021 Goal 3 Training, Exercises and Conferences ²	\$ 13,762	December 15, 2023

¹ All Projects 001 through 011 are National Priority projects. National Priority Projects cannot be modified or changed in any way from the approved allocation.

² 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

April 8, 2022
Page 2

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 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 Ridgeway 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



Greg Humora, City Manager
City of La Mesa

4/22/22
Date

Appendix B—HSGP Standard Assurances

Name of Jurisdiction: City of La Mesa
Name of Authorized Agent: Greg Humora Address: 8130 Allison Avenue
City: La Mesa State: California Zip Code: 91942
Telephone Number: (619) 667-1105
Fax Number: (619) 462-7528 E-Mail Address: ghumora@cityoflamesa.us

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

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

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

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

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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

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

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

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

16. Worker's Compensation

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

17. Property-Related

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

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

21. Reporting Accusations and Findings of Discrimination

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

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

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

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

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

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

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

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

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

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

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

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

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: City of La Mesa

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Greg Humora

Title: City Manager 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)# _____		
<u>Mail Reimbursement Request To:</u>	Date: _____	
City of San Diego	Agency: _____	
Office of Emergency Services		
Attn: Grants Management Section	Unique Entity ID (UEI): _____	
9601 Ridgeway Ct, MS 1101C		
San Diego, CA 92123		
Expenditure Period: _____		
Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
Total		\$ -
For questions regarding this reimbursement request contact		

Name		

Phone		

Email		

Remittance Address (Address check will be mailed to)		

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 Training/Exercise Costs Detail Worksheet															
Jurisdiction: _____			Expenditure Period: _____ Date: _____												
Grant: FY21 UASI Grant #2021-0081 CalOES #073-66000 CFDA #97.067															
Course	Delivery (Tuition / Registration / Materials)	Overtime & Backfill	Travel (Minus Tuition / Registration / Materials)	Total	Attendee Breakdown by Discipline										
					EMA	EMS	FS	GA	HZ	LE	PH	PSC	PW	Total	
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
				\$ -											0
Total	\$ -	\$ -	\$ -	\$ -											0

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

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Office of 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															-
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
															-
Lodging Paid including taxes and fees															-
GSA Per Diem Lodging (excluding taxes & fee)															-
Reimbursable Lodging w taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
															-
Mileage															-
Airfare															-
Registration															-
Parking															-
Taxi															-
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
												Total Reimbursable for			-
															-
Total Reimbursable for Claim															-

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

CASH REQUEST INVOICE DETAIL BREAKDOWN

GRANT: _____

JURISDICTION: _____

CASH REQUEST # _____

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

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
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

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



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: July 12, 2022

SUBJECT: PROPOSED LIST OF PROJECTS FOR LOCAL
STREETS AND ROADS FUNDING PROGRAM FOR
FISCAL YEAR 2022-23

DESCRIPTION: APPROVAL OF A RESOLUTION ADOPTING THE
PROPOSED LIST OF PROJECTS TO BE FUNDED
FROM THE ROAD MAINTENANCE AND
REHABILITATION ACCOUNT LOCAL STREETS AND
ROADS FUNDING PROGRAM FOR FISCAL YEAR
2022-23

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council approve a resolution adopting the proposed list of projects to be funded from Road Maintenance and Rehabilitation Account Local Streets and Roads Funding Program for Fiscal Year 2022-23?

Recommendation:

Staff recommends that the City Council approve the resolution adopting the proposed list of projects to be funded from the Road Maintenance and Rehabilitation Account Local Streets and Roads Funding Program for Fiscal Year 2022-23.

Fiscal Impact:

Adoption of resolution enables future use of Road Maintenance and Rehabilitation Account funds.

City's Strategic Goals:

- Effective and efficient traffic circulation and transportation
- Revitalize neighborhoods and corridors

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill (SB) 1 to address basic road maintenance and deferred maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, emphasizing the importance of accountability and transparency in the delivery of California's transportation programs. To be eligible for Road Maintenance Rehabilitation Account (RMRA) funding, Streets and Highways Code Section 2034 requires cities and counties to annually provide basic project reporting to the California Transportation Commission (CTC) for projects anticipated for and funded through the RMRA.

The projected Fiscal Year 2022-23 revenue to be apportioned to the City of La Mesa from RMRA is estimated to be \$1,319,303. In order to receive RMRA funds, the City is required to meet an identified Maintenance of Effort (MOE) metric by spending at least the annual average of its general fund expenditures during prior fiscal years on street improvement related expenses. Project expenditures reports that document the MOE and SB1 expenditures are required to be submitted annually on December 1st in order for the money to be apportioned to the City.

DISCUSSION:

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds in a fiscal year, the City must submit to the CTC a list of projects proposed to be funded pursuant to an adopted resolution by the City Council at a regular public meeting. The adopted list of projects proposed includes new projects to be funded with the upcoming fiscal year's apportionment and those projects previously listed that will continue to receive funding in the fiscal year for which eligibility is sought (i.e. multi-year funded projects).

For FY 2022-23 projects, project lists and adopted resolutions are typically due to the CTC by July 1, 2022. The City received permission from the CTC to submit the report later this month. Based on a review of the Pavement Management Program, public input and site visits, staff has created a prioritization for street improvements summarized in the following table.

FY 2022-2023 Planned Project List:

Project Location	From	To	Description	Useful Life
Jackson Drive	La Mesa Boulevard	320 feet north of Murray Drive	Overlay	20 Years
Lemon Avenue	Schuyler Avenue	SR-125	Overlay	20 Years

For the prior fiscal year (FY 2021-22), the Department is on schedule to complete the following street segments that are using RMA funding. The rehabilitation project was awarded on November 9, 2021, and is planned to be completed by the end of summer. These three projects are:

FY 2021-22 Projects Completed or In Progress:

Project Location	From	To	Description	Status
Rosefield Drive	68th Street	Cul-del-sac	Full Depth Reclamation and/or Overlay	In Progress
University Ave.	Spring Street	Memorial Drive	Overlay	In Progress
Vigo Drive	68th Street	West City Limit	Full Depth Reclamation and/or Overlay	In Progress

CONCLUSION:

Staff recommends that the City Council approve the attached resolution adopting the proposed list of projects to be funded from Road Maintenance and Rehabilitation Account Local Streets and Roads Funding Program for Fiscal Year 2022-23.

Reviewed by:

 for G.H.

Greg Humora
City Manager

Respectfully submitted by:



Michael W. Throne, PE
Director of Public Works

Attachments:

A. Resolution

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City, will receive an estimated \$1,319,303 in RMRA funding in Fiscal Year 2022-23 from SB 1;

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

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

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

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate major or arterial roads, install street preservation materials on local and collector streets, add active transportation infrastructure elements to the maximum extent practical throughout the City this year and 20 or more of similar projects into the future;

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City of La Mesa's streets and roads are in an "at lower risk" condition and this

revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into the “good” condition category; and

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

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 22-23 Citywide Pavement Rehabilitation

Project Description: Citywide Pavement Rehabilitation of Arterials, Collectors and Residential Streets funded by SB1

Project Location: See list below

Estimated Project Schedule: Start (07/22) – Completion (06/23)

Estimated Project Useful Life: See list below

Project Location	From	To	Description	Useful Life
Jackson Drive	La Mesa Boulevard	320 feet north of Murray Drive	Overlay	20 Years
Lemon Avenue	Schuyler Avenue	SR-125	Overlay	20 Years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 21-22 Citywide Pavement Rehabilitation

Project Description: Citywide Pavement Rehabilitation of Arterials, Collectors and Residential Streets funded by SB1

Project Location: See list below

Estimated Project Schedule: Start (07/22) – Completion (06/23)

Estimated Project Useful Life: See list below

Project Location	From	To	Description	Status
Rosefield Drive	68th Street	Cul-del-sac	Full Depth Reclamation and/or Overlay	In Progress
University Ave.	Spring Street	Memorial Drive	Overlay	In Progress
Vigo Drive	68th Street	West City Limit	Full Depth Reclamation and/or Overlay	In Progress

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2022-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: July 12, 2022

SUBJECT: RESOLUTION CONFIRMING THE REPORT WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2023 TO BE COLLECTED ON THE COUNTY PROPERTY TAX ROLL

DESCRIPTION: DIRECT THE CITY CLERK TO FORWARD A CERTIFIED COPY OF THE RESOLUTION AND THE REPORT TO THE OFFICE OF THE SAN DIEGO COUNTY AUDITOR

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt the attached resolution approving the sewer charge amount for each parcel as described in the Fiscal Year (FY) 2023 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the FY 2023 property tax bills?

Recommendation:

That the City Council adopt the attached resolution approving the sewer charge amount for each parcel as described in the FY 2023 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the FY 2023 property tax bills.

Fiscal Impact:

Through an agreement with the County of San Diego, the City pays a fee of \$0.10 per parcel for collection of sewer service charges on the tax bill. Sewer charges will be levied on 13,742 parcels in FY 2023, at a total estimated cost of

\$1,374.20. This amount is deducted by the County from the City's apportionment of property tax payments.

The City will collect approximately \$13,029,757 in sewer revenue from property tax payments in FY 2023. This revenue is received from the County in monthly apportionments with a majority of the revenue collected in January and May after property tax bills are due. Sewer service revenue is deposited into the Wastewater Fund and is used to fund the City's sewer program including operation and maintenance, sewer treatment and conveyance, infrastructure and debt service.

City's Strategic Goals:

- Continue to improve high quality municipal services

BACKGROUND:

On June 26, 2012, the City Council adopted Ordinance No. 2012-2823 authorizing the collection of La Mesa sewer service charges on the County property tax roll as a fixed charge special assessment.

The City has an agreement with the County of San Diego for the collection of taxes and special assessments. As part of the agreement, the County collects the fixed charge special assessments levied by the City at the same time and in the same manner as County property taxes are collected. A special assessment is defined as a levy placed upon real property (land or land and improvements) for the purpose of paying for a special service, the amount of which is based on the benefit received from the service provided.

Sewer service charges are collected from all users of the City's sanitary sewer system pursuant to La Mesa Municipal Code Section 17.12 and the laws of the State of California. The City levies the sewer service fee under the authority of California Health and Safety Code Section 5471. Sewer charges are subject to the limitations prescribed in Article XIID (Proposition 218) of the California Constitution. On June 14, 2022, the City Council approved a rate increase of 3.4% for the average single-family home customer in FY 2023.

DISCUSSION:

As part of the annual sewer billing process, the City mails a courtesy notification letter to the record owner of each parcel connected to the City's sanitary sewer system with the estimated sewer charge amount to be collected on the FY 2023 property tax bill. The

letter provides property-specific information to assist property owners with planning and budgeting for property tax payments, rental properties and impound accounts. The courtesy letters also provide information for the property owner to request a sewer billing adjustment before the charges are placed on the property tax bill. Municipal Code Section 17.12.040 authorizes the City Manager to establish policies and grant exceptions from the established sewer service charges in certain situations. The sewer charge adjustment policy and the request form are available on the City's website. Adjustment requests may be submitted at any time throughout the year; however, the County charges a \$15 per parcel correction fee for processing billing changes after the August 10th submittal deadline.

To align with the goals of the Climate Action Plan, residents have the option of opting-out of the paper annual courtesy notification. Residents will still be able to obtain their water usage information online from the City's website. A resident who opts out of the annual notification will continue to receive public hearing notices for sewer fees, pursuant to Article XIID (Proposition 218) of the California Constitution.

Property owners also have the opportunity to review their annual sewer charges online on the City's website at www.cityoflamesa.com/sewer. The winter water usage and billing calculations are available online going back to 2012 so that property owners can track changes in their winter water average and the bill amount from year to year.

In order to collect the sewer charges on the property tax roll, Health and Safety Code Section 5473 requires that a written report containing a description of each parcel receiving sewer service and the amount of the charge for each parcel, be prepared each year and filed with the City Clerk. Sewer charges must be computed in conformity with the adopted schedule of sewer service fees. The FY 2023 sewer charge report with the amount to be levied against each parcel was filed with the City Clerk on July 1, 2022.

The City Council is required to hold a public hearing prior to making a final determination of the amount of the sewer service charge to be levied against each parcel for the fiscal year. Pursuant to Section 5473.1, a notice of filing of the FY 2023 sewer charge report and the time and place of the public hearing was published two times in the East County Californian on June 30, 2022, and July 7, 2022.

On or before August 10 of each year, the City must certify and deliver the adopted resolution and a copy of the approved report with the levy amounts for each parcel, to the County Auditor to be added to the assessment roll for collection on the property tax bill. Following the public hearing, staff will prepare the final parcel report, along with any changes requested by residents and approved by City staff, for submittal to the County.

Parcels that cannot be placed on the tax roll, such as government agencies or home owner associations are billed separately by the City.

CONCLUSION:

Staff recommends that the City Council adopt the resolution approving the sewer charge amount for each parcel as described in the FY 2023 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the FY 2023 property tax roll.

Reviewed by:

Handwritten signature in blue ink, appearing to read "Greg Humora" with "for G.H." written below it.

Greg Humora
City Manager

Respectfully submitted by:

Handwritten signature in blue ink, appearing to read "Michael W. Throne".

Michael W. Throne, PE
Director of Public Works

Attachments:

A. Resolution

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA CONFIRMING THE REPORT WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2023 TO BE COLLECTED ON THE COUNTY PROPERTY TAX ROLL AND DIRECTING THE CITY CLERK TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION, TOGETHER WITH A COPY OF THE REPORT TO THE OFFICE OF THE SAN DIEGO COUNTY AUDITOR

WHEREAS, pursuant to the La Mesa Municipal Code and the laws of the State of California, sewer service charges shall be paid by all persons using the sanitary sewer system of the city of La Mesa;

WHEREAS, pursuant to Health and Safety Code Section 5473, the City Council adopted Ordinance No. 2012-2823 electing to have sewer service charges collected on the property tax roll in the same manner, by the same persons, and at the same times as, together with and not separately from, its general taxes and has caused to be prepared and filed with the City Clerk, a sewer service charge report containing the description of each parcel of property receiving services and the amount of the charges for each parcel for Fiscal Year (FY) 2023;

WHEREAS, a courtesy notice was mailed to the owner of each parcel receiving sewer service from the City of La Mesa with the estimated sewer charge amount to be placed on the property tax roll for FY 2023 for the respective property;

WHEREAS, the notice included the option to opt out of the annual notice to align with the goals of the Climate Action Plan, adopted by the City Council in March 2018;

WHEREAS, on July 1, 2022, the FY 2023 sewer charge report, with the amount to be levied against each parcel, was filed with the City Clerk;

WHEREAS, pursuant to Section 5473.1, a notice of filing of the FY 2023 sewer charge report and the time and place of the public hearing was published two times in the East County Californian on June 30, 2022 and July 7, 2022;

WHEREAS, on July 12, 2022 at 6:00 p.m. a public hearing was held to receive and consider all oral and written testimony regarding the FY 2023 report of sewer service charge amounts to be levied against each parcel for the fiscal year;

WHEREAS, pursuant to Health and Safety Code Section 5473.4, on or before August 10 of each year, the City Clerk shall file with the County auditor, a copy of the report with an endorsed statement of Final Determination by the legislative body; and

WHEREAS, it is estimated that the FY 2023 itemized tax roll will include 13,742 parcels and a total assessment of approximately \$13,029,757.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, as follows:

1. Said report on file in the City Clerk's office describing each parcel of property receiving services and the amount of the charges for each parcel is hereby confirmed and the amount levied

upon each parcel shall be entered by the County auditor on the assessment roll for FY 2023.

2. The City Clerk is hereby directed to forward a certified copy of this resolution, together with a copy of the final parcel report, along with any changes requested by residents and approved by staff, to the Office of the San Diego County Auditor on or before August 10, 2022.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of July 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2022-__, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)