



City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, August 2, 2022, 6:00 p.m.

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

For everyone's protection, all attendees must maintain a safe social distance. Face coverings are optional but strongly recommended during the meeting.

City Council

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

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

The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency

Call to Order

Pledge of Allegiance

Changes to the Agenda

Public Comment

Digitally submitted public comments received by the City Clerk at amalone@lemongrove.ca.gov will not be read out-loud during the meeting. However, they will be provided to the City Council and remain part of the meeting's records. Per the Lemon Grove Municipal Code Section 2.14.150, live comments are allotted a maximum of three (3) minutes.

Consent Calendar

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)

1.A Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

1.B City of Lemon Grove Payment Demands

Reference: Joseph Ware, Finance Manager

Recommendation: Ratify Demands

1.C Authorization to Submit a Grant Application to the Department of Justice for the Justice Assistance Grant

Reference: Christian Olivas, Management Analyst

Recommendation: Adopt a resolution authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2022, and direct the City Manager or her designee to execute any grant related documents.

1.D Biennial Review and Adoption of the Amended Conflict of Interest Code

Reference: Audrey Malone, City Clerk

Recommendation: Adopt a resolution accepting the amendment to the Lemon Grove Conflict of Interest Code.

Report(s) to Council:

2. Authorization to Advertise a Request for Proposal for the Pavement Management Program Update

Reference: Ed Walton, Contract City Engineer

Recommendation: That the City Council provide feedback regarding the draft request for proposal (RFP) for an update to the City's Pavement Management Program (PMP) and approve a resolution authorizing the City Manager or her designee to advertise the RFP.

3. Connect Main Street Project Phase 1-3 Update

Reference: Lydia Romero, City Manager

Recommendation: That the City Council receive and discuss the update on the Connect Main Street Project Phase 1-3.

City Council Reports on Meetings Attended at the Expense of the City

(GC 53232.3 (d)) (53232.3. (d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager Report

Closed Session:

- a. Public Employment
Public Employee Performance Evaluation: City Manager
Govt. Code section 54957
- b. Conference with Legal Counsel – Existing Litigation (Govt. Code section 54956.9(d)(1))
Christopher Williams and Pickaxe Holdings LLC v. City of Lemon Grove (SDSC Case No.: 37-2021-0030444-CU-CR-CTL)
- c. Conference with Legal Counsel – Existing Litigation (Govt Code section 54956.9(d)(1))
Shawn Farson and Rosalinda Legge v. City of Lemon Grove (SDSC Case No.: 37-2020-00029569-CU-OR-CTL)

Adjournment

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Audrey Malone, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, on or before the hour of 6:00 p.m. on July 29, 2022 to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone
Audrey Malone, City Clerk

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email amalone@lemongrove.ca.gov. A full agenda is available for public review at City Hall.

City Council Work Plan 2022 - 2023

Strategic Focus Area: Public Streets and Sidewalks

Repairs

Street Repairs: Improve streets in poor condition in neighborhoods and near schools and parks	Costs: Staff recommends allocating \$250,000 for streets 25 pci and below	Staff Time: 15-25 hrs – field street analysis; prepare repair plan; prepare bid plans; contract management.	On going
PMP: Implement a Pavement Management Program (PMP) in FY 23	Costs: \$75,000 (carry over from FY 21-22)	Staff Time: 25-30 hrs –prepare bid plans; city council reports and contract management.	Summer/Fall 22

Traffic Calming

Traffic Calming: Continue traffic control and calming strategies and projects	Costs: Unknown. City was awarded a CalTrans grant to create mobility plan to improve safety especially around schools	Staff Time: 15-25 hrs – grant management, contract preparation, city council reports and contract management.	Summer 22
Vision Zero Plan: Develop Vision Zero Plan for Council review/approval	Costs: Estimate of \$50,000 to \$75,000	Staff Time: 25-30 hrs –prepare bid plans; council reports and contract management.	Summer/Fall 22

Strategic Focus Area: Revenue, Economic Development, and Budget

Economic Development

Economic Development Plan: Seek a RFP for an Economic Development Plan	Costs: \$50,000, this is carry over from FY 21-22	Staff Time: 10-15 hrs – prepare bid proposal, contract preparation, city council reports and contract management	On going
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Budget Expenditures

Equipment, Technology and Resources: Develop a prioritized list of equipment (vehicles, etc.) and technology (computers, programs, etc.) needs for Council review and vote	Costs: Unknown	Staff Time: 15 -20 hrs – prepare report, council presentation	February 23 - Report to be completed for mid-year budget update
Improve Staff Pay and ok Nonmonetary Benefits.	Costs: Varies, depending on City Council’s direction	Staff Time: 5 hrs – prepare report, council presentation	On-going

Strategic Focus Area: Public Safety/Law Enforcement & Homelessness

Public Safety

Traffic Enforcement: Increase traffic control deputy from half-time to fulltime	Costs: \$233,000. This items will increase the Sheriff’s contract in FY 22-23. This item will be built into future budgets, unless directed to remove from City Council.	Staff Time: .5 hrs – notify contracts division of sheriff’s department	Summer 22
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Strategic Focus Area: Community Life

Communications

Communication Specialist: Increase Communications Specialist from ½ to fulltime	Costs: approximately \$50,000 which includes salary, benefits and retirement costs.	Staff Time: 1 hrs – internal processes in HR and Finance	Summer 22
Council Meetings: A report will be prepared for City Council’s consideration that would detail equipment and building costs to provide broadcasting of City Council meetings.	Costs: Will be determined on report to council.	Staff Time: 25-30hrs. The Staff will be dedicated to create the report with several alternatives.	Fall 2022

Parks/Park Space/Open Space

Rec. Center: Conduct Feasibility study for opening recreation center on Saturdays	Costs: Unknown, until report is completed.	Staff Time: 7 to 10 hrs – research, costs analysis and create report for City Council	Summer 22
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CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: August 2, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

Summary: Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. **1.B**
Meeting Date: August 2, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Joseph Ware, Finance Manager
 jware@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Joseph Ware, Finance Manager

For Council Meeting: 08/02/22

ACH/AP Checks 07/07/22-07/21/22 2,427,568.57

Payroll - 07/12/22 133,885.89

Total Demands 2,561,454.46

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	2021/22	California Public Empl Retirement System	07/07/2022	1959 Survivor Benefit	3,059.70	3,059.70
ACH	Refill 7/7/22	Pitney Bowes Global Financial Services LLC	07/08/2022	Postage Usage 7/7/22	250.00	250.00
ACH	Jun22-CC Jun22-CC	Wells Fargo	07/13/2022	Credit Card Processing-Mo.Svc - Jun'22 Credit Card Transaction Fees- Jun'22	9.95 1,433.96	1,443.91
ACH	May22	San Diego County Sheriff's Department	07/14/2022	Law Enforcement Services - May'22	543,354.38	543,354.38
ACH	82276621	WEX Bank	07/14/2022	Fuel - Fire Dept/Animal Control/Code Enf - Jun'22	3,466.87	3,466.87
ACH	Jul12 22	Employment Development Department	07/14/2022	State Taxes 7/12/22	7,962.06	7,962.06
ACH	Jun29-Jul12 22	Calpers Supplemental Income 457 Plan	07/15/2022	457 Plan 6/29/22-7/12/22	6,452.67	6,452.67
ACH	Jul12 22	US Treasury	07/19/2022	Federal Taxes 7/12/22	27,764.19	27,764.19
ACH	2019	US Bank-Corporate Trust Services	07/20/2022 07/21/2022 07/21/2022	2019B Bonds 2019A Bonds 2014 Bonds	475,328.72 445,500.00 327,605.01	1,248,433.73
15949	1974036	Alliant Insurance Services, Inc - Irvine Main	07/13/2022	Annual ACIP Crime Premium 7/1/22-6/30/23	1,800.00	1,800.00
15950	21816	ArchiveSocial, Inc.	07/13/2022	Workflow Platform Subscription/Digital Recordkeeping-May22-Jun23	8,388.00	8,388.00
15951	100005904129	ASCAP	07/13/2022	Annual Music License Fee/CPI Adjustment - 1/1/23-6/30/23	13.50	13.50
15952	Fire- 18378927	AT&T	07/13/2022	Fire Backup Phone Line- 5/22/22-6/21/22	43.18	43.18
15953	5656019418 5656026808 5656027738	AutoZone, Inc.	07/13/2022	Duralast Battery - LGPW#20 '00 GMC 2500 Diesel Exhaust Fluid Cleaner/Degreaser	179.66 44.16 16.36	240.18
15954	284750-Apr22 284751-Apr22 284752-Apr22 284753-Apr22 284754-Apr22 284755-Apr22 284756-Apr22 284757-Apr22 284758-Apr22 284759-Apr22	Burke, William, & Sorensen, LLP	07/13/2022	08250-0001 General Apr'22 08250-0002 Code Enf Apr'22 08250-0004 Apr'22 08250-0005 Apr'22 08250-0008 Apr'22 08250-0010 Apr'22 08250-0011.002 Apr'22 08250-0011.003 Apr'22 08250-0011.004 Apr'22 08250-0011.005 Apr'22	13,894.20 215.80 33.20 49.80 21,851.26 49.80 448.20 2,407.53 3,551.87 116.20	42,617.86
15955	Aug 2022	California Dental Network Inc	07/13/2022	California Dental Insurance -Aug'22	183.98	183.98
15956	PRIM02111 PRIM02111-WC	California Joint Powers Insurance Authority	07/13/2022	Liability Insurance Program 7/1/22-6/30/23 Workers' Compensation Insurance Program 7/1/22-6/30/23	204,834.00 125,343.00	330,177.00
15957	1000333149	City of San Diego	07/13/2022	Fuel Services-PW: Jun'22	5,019.89	5,019.89
15958	52592	Colantuono, Highsmith & Whatley, PC	07/13/2022	Legal Svcs: SDCOE Jun'22	36.07	36.07
15959	LC22-69	County of San Diego- Auditor & Controller	07/13/2022	LAFCO Cost Apportionment - FY23	5,844.15	5,844.15
15960	7284	D- Max Engineering Inc	07/13/2022	0 Hilltop SWQMP Review thru 5/31/22	1,210.50	1,210.50
15961	07032220560	DAR Contractors	07/13/2022	Animal Disposal- Jun'22	162.00	162.00
15962	0522.03.0539	Dexter Wilson Engineering, Inc.	07/13/2022	CIP Project Assistance- May'22	845.00	845.00
15963	0628229905	Domestic Uniform Rental	07/13/2022	Shop Towels & Safety Mats 6/28/22	46.45	46.45
15964	3/14-17/22	EsGil, LLC	07/13/2022	75% Building Fees- 3/14/22-3/17/22	8,639.13	8,639.13
15965	94284276	ESRI Inc	07/13/2022	ArcGIS Annual Maintenance 7/1/22-6/30/23	5,200.00	5,200.00
15966	7-805-61346	Federal Express	07/13/2022	Shipping Charge - Sanitation/CUES West 6/24/22	349.61	349.61

15990	7644	Aguirre & Associates	07/20/2022	Crane St LLA - Jun'22	1,080.00	1,080.00
15991	1974036	Alliant Insurance Services, Inc - Irvine Main	07/20/2022	Annual ACIP Crime Premium 7/1/22-6/30/23	1,800.00	1,800.00
15992	L1072895WG	American Messaging	07/20/2022	Pager Replacement Program 7/1/22-7/31/22	51.24	51.24
15993	072822	Bayou Brothers Productions	07/20/2022	Concerts in the Park/Bayou Brothers 7/28/22	800.00	800.00
15994	Jul2022	Benefit Coordinators Corporation (BCC)	07/20/2022	Life Insurance - Jul'22 LTD Insurance - Jul'22	583.20 695.50	1,278.70
15995	3 3	City of El Cajon	07/20/2022	Overtime Reimbursement - Cameron 6/19/22 Overtime Reimbursement - Lopez 6/16/22	1,365.65 1,299.63	2,665.28
15996	24447 24448	City of La Mesa	07/20/2022	Household Hazardous Waste Event- 3/12/22 Household Hazardous Waste Event- 5/7/22	1,239.36 1,332.04	2,571.40
15997	Jun22	Colonial Life	07/20/2022	Colonial Optional Insurance Jun-22	384.24	384.24
15998	202200496	County of San Diego/Assessor/Recorder/Clerk	07/20/2022	Recording Services- 6/27/22	95.00	95.00
15999	16888	Custom Auto Wrap Inc	07/20/2022	Concerts in the Park Banner	457.94	457.94
16000	7253 7333 7336 7338 7339 7340 7341 7342	D- Max Engineering Inc	07/20/2022	0 Bonita 4/1/22-4/30/22 2369 El Prado 4/14/22-6/30/22 7946 Broadway Kelvin 11/22/21-6/30/22 0 Mount Vernon Inspections 6/1/22-6/30/22 1993 Dain Dr Inspections 6/1/22-6/30/22 6800 Mallard Ct Inspections 6/1/22-6/30/22 7508 Church St Inspections 6/1/22-6/30/22 7946 Broadway Kelvin Inspections 6/1/22-6/30/22	100.50 514.00 1,407.00 182.48 165.51 81.00 220.68 247.68	2,918.85
16001	220133	Dell Awards	07/20/2022	Planning Commission Plaques - Bailey & Browne	42.02	42.02
16002	FY22-23	East County EDC	07/20/2022	EDED Membership 7/1/22-6/30/23	1,500.00	1,500.00
16003	28606	Excell Security, Inc.	07/20/2022	Senior Center Security Guard - 7/9/22	245.00	245.00
16004	AR012525	Grossmont Union High School District	07/20/2022	Business Cards	102.00	102.00
16005	SIN019122	HDL Software LLC	07/20/2022	Permit Tracking Annual Maint- 8/1/22-7/31/23	800.00	800.00
16006	Hill	Hill, Christina	07/20/2022	Refund/Hill, Christina/Deposit - Courtyard- 7/9/22	300.00	300.00
16007	HS-5607-0019	Home Start, Inc.	07/20/2022	LG Homeless Outreach - Jun'22	2,464.02	2,464.02
16008	Huertero	Huertero, Delia	07/20/2022	Refund/Huertero, Delia/Deposit - Courtyard- 6/5/22	200.00	200.00
16009	14861 14942 14944 14945	Infrastructure Engineering Corporation	07/20/2022	Prof Svc: On Call Encroachment Permit Inspection 5/1/22-5/31/22 Prof Svc: 8016 Broadway Self-Storage 6/1/22-6/30/22 Prof Svc: 8373 Broadway 6/1/22-6/30/22 Prof Svc: 7946 Broadway Kelvin 6/1/22-6/30/22	148.00 592.00 1,057.00 755.00	2,552.00
16010	Jul22 Jul22	Knott's Pest Control, Inc.	07/20/2022	Monthly Bait Stations- Civic Ctr- Jul'22 Monthly Bait Stations- Sheriff- Jul'22	60.00 60.00	120.00
16011	062222 062322	Lemon Grove Auto Upholstery	07/20/2022	LGPW#01 '12 Ford F350 - Repair Driver Seat LGPW#04 '08 Chevy - Repair Passenger Seat	200.00 200.00	400.00
16012	202206 202206	Lemon Grove Car Wash, Inc.	07/20/2022	Car Wash - LGPW#14 '21 Ford Fusion - 6/2/22 Car Wash - '04 Ford Expedition/Fire - 6/1/22	17.99 15.99	33.98
16013	221656	Liebert Cassidy Whitmore	07/20/2022	Prof Svcs: LE050-00009 thru 6/30/22	562.50	562.50
16014	1226267	Life-Assist, Inc.	07/20/2022	Physio-Control Electrodes	193.30	193.30
16015	42345	LineGear Fire & Rescue Equipment	07/20/2022	Storm 400 Aluminum Headlamps	776.60	776.60
16016	Macias	Macias, Vivian	07/20/2022	Refund/Macias, Vivian/Deposit - Courtyard- 7/2/22	300.00	300.00
16017	5388557 5388861	Mallory Safety and Supply, LLC	07/20/2022	Nitrile Gloves Safety Vest/Hard Hats	403.92 49.30	453.22
16018	10523190	McNamara Pump and Electric Inc	07/20/2022	Duplex Sewage Pump Stn- 6-Mo Maintenance Svc- 6794 Central	301.94	301.94
16019	Morales	Morales, Yesenia	07/20/2022	Refund/Morales, Yesenia/Deposit - Courtyard- 6/4/22	200.00	200.00
16020	9585	Nguoi Viet Today News	07/20/2022	Notice of Election in Vietnamese 7/15/22	30.00	30.00
16021	00002	Ogapong Sunglao, Anabel	07/20/2022	Concerts in the Park/The Harana Band of SD 7/21/22	800.00	800.00
16022	2205-2753	Portillo Concrete Inc	07/20/2022	CUPCCA 2021-28 Annual Sidewalk Repairs	47,922.75	47,922.75
16023	0089144	Rick Engineering Company	07/20/2022	Prof Svc: LG Housing Element Support - Jun'22	6,765.00	16,188.17

	19570A(5)			Prof Svc: FY21-22 Sewer Replacement & Maint Proj (2021-24) Jun22	9,423.17	
16024	Rosario	Rosario, Rosa	07/20/2022	Refund/Rosario, Rosa/Deposit - Courtyard- 7/3/22	200.00	200.00
16025	#Jun-22	San Diego County Sheriff's Department	07/20/2022	CESF CARES COVID-19 Homeless Response & Assist 3/11/22-6/30/22	2,198.73	2,198.73
16026	5639	Spring Valley Lawn Mower Shop	07/20/2022	Blade for Line Trimmer - PW/Streets	29.04	29.04
16027	8066765388	Staples Advantage	07/20/2022	Office Supplies & Copy Paper - City Hall	328.77	328.77
16028	127843527-0002 127891848-0001	Sunbelt Rentals Inc.	07/20/2022	Equip Rental - Grinder - 4 Way Stop/Palm & Washington 7/5/22 Equip Rental - Grinder - 4 Way Stop/Palm & Washington 7/6/22	184.15 172.42	356.57
16029	071022-LG	Tallal, Inc.	07/20/2022	Outdoor Movie Screen/Movies in the Park/Berry St Pk 7/8/22	545.00	545.00
16030	SD038202207	The Epoch Times in San Diego	07/20/2022	Election Notice in Chinese 7/15/22	220.00	220.00
16031	2437-8 4494-7	The Sherwin-Williams Co.	07/20/2022	Graffiti Removal Paint Traffic Paint Supplies - 4 Way Stop/Palm & Washington	47.54 324.73	372.27
					2,427,568.57	2,427,568.57



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: August 2, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

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

Item Title: **Authorization to Submit a Grant Application to the Department of Justice for the Justice Assistance Grant**

Recommended Action: Adopt a resolution (**Attachment A**) authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2022, and direct the City Manager or her designee to execute any grant related documents.

Summary: The City of Lemon Grove is submitting a grant application to the DOJ for the JAG Program to request funding for FY 2022 to continue the success of the City's Bicycle Patrol Program (BPP) with the San Diego County Sheriff's Department, Lemon Grove Sub-station. The program was implemented in 2016 and has continued to be funded through subsequent DOJ grant awards. Additionally, the City will purchase much needed law enforcement equipment necessary for day-to-day operations. Therefore, the grant funds would pay for the costs associated with deputies attending bicycle patrol training, overtime wages to conduct bicycle patrols, bicycle maintenance, and the purchase of law enforcement equipment.

Background: The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. These funds can be used to support a wide range of program areas within law enforcement that are intended to prevent or reduce crime and violence. The City was initially awarded JAG funds in September of 2016 to implement a bicycle patrol program with the intent to augment sheriff patrols in parks, at special events, and the downtown core area. Each year thereafter, staff recommended and the City Council concurred, continue use of JAG funds for the bicycle patrol program.

Discussion: Staff is proposing to submit a grant application to the Department of Justice JAG Program for FY 2022 for a total of \$11,988 in funding to support the bicycle patrol program and to purchase much needed law enforcement equipment. The grant amount the City is eligible to receive is determined by the DOJ using a formula-based allocation.

The JAG Program requires that the governing body, in this instance, the City Council, approve the proposed grant application.

Bicycle Patrol Program Project Goals

Through coordination with the San Diego County Sheriff's Department, Lemon Grove Sub-station, several key goals are identified for the Bicycle Patrol Program, as listed below:

- 1) Provide an increased law enforcement presence along Lemon Grove's Downtown and Village Core areas that would allow for interaction with the public and a timely response to the needs of the community;
- 2) Improve and increase the community policing presence within Lemon Grove;
- 3) Address narcotics, gangs and transients in violation of the Lemon Grove Municipal Code;
- 4) Patrol all City parks; and
- 5) Promote conduct that is responsive and sensitive to the needs of Lemon Grove.

Strategies

The abovementioned project goals will be achieved through the implementation of the strategies provided below:

- 1) Sheriff Deputies on bicycles are more approachable than in an enclosed patrol vehicle moving with the flow of traffic. This community policing approach will improve responses as bicycles are able to navigate to areas better than a traditional patrol vehicle;
- 2) Bicycle patrols improve the quality of service to the City, with an emphasis on Lemon Grove's Downtown and Village Core areas. Increased contact with the community will nurture a law enforcement-resident-City partnership; and
- 3) Conduct proactive, directed patrols of all City Parks, the Trolley Station, and the downtown core area.

Law Enforcement Equipment

Through effective collaboration between the City and Sheriff's Department, staff identified an opportunity to use grant funds to address a law enforcement equipment need of the Lemon Grove Sub-station. During the course of day-to-day law enforcement operations, there are certain instances that require deputies to restrict the movement of particularly combative individuals. For these specific instances, the Sheriff's Department has approved and utilized the WRAP equipment system. This equipment is designed to restrict the movement of combative individuals without inflicting any pain or injury. The restraint is remote in that once it has applied to an individual, the deputies are able to step away without having to directly engage and physically hold the individual, while also minimizing the risk of further injury to both the individual and the deputy. The design of the WRAP equipment system also allows for it to remain on the individual for extended periods of time without inflicting any pain, injury, or other permanent ill effects.

Currently, there are only WRAP Kits present in supervisor law enforcement vehicles. However, these JAG funds will enable the City to purchase much needed WRAP equipment systems for most law enforcement vehicles that are operated in the Lemon Grove Sub-station.

Allocation of Grant Funds

Staff is proposing to allocate grant funds towards the purchase of law enforcement equipment and the bicycle patrol program that would pay for the costs associated with bicycle patrol training, overtime wages to conduct bicycle patrols, and bicycle maintenance. Thus, this grant will further the City Council's strategic priorities, to improve public safety.

Environmental Review:

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

Fiscal Impact: This grant does not need matching funds, therefore there is no fiscal impact on the current budget.

Public Notification: None.

Staff Recommendation: Staff recommends that the City Council adopt a resolution (**Attachment A**) authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2022, and direct the City Manager or her designee to execute any grant related documents.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE EDWARD
BYRNE JUSTICE ASSISTANCE GRANT**

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. These funds can be used to support a wide range of program areas within law enforcement; and

WHEREAS, the City of Lemon Grove supports the San Diego County Sheriff's Department in their mission to provide the highest quality public safety services to the Lemon Grove community; and

WHEREAS, the City was initially awarded JAG funds in September of 2016 to implement a bicycle patrol program with the intent to augment sheriff patrols in parks, at special events, and the downtown core. Each year thereafter, staff recommended and the City Council concurred, to continue using JAG funds for the bicycle patrol program; and

WHEREAS, staff is proposing to submit a grant application to the Department of Justice JAG Program for FY 2022 for a total of \$11,988 in funding to support the bicycle patrol program and to purchase much needed law enforcement equipment; and

WHEREAS, the City of Lemon Grove recognizes the value in community-oriented policing strategies that are implemented through the bicycle patrol program in partnership with the San Diego County Sheriff's Department, Lemon Grove Sub-station to achieve the aforementioned goals as set forth in the grant application; and

WHEREAS, The City of Lemon Grove will comply with grant requirements outlined in the grant guidelines; and

WHEREAS, funding in the amount of \$11,988 will be requested and if awarded, will help implement the public safety priority of the City Council.

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

1. Authorizes the application submittal of the Department of Justice Edward Byrne Memorial Justice Assistance Grant FY 2022 to fund bicycle patrol training, overtime wages for patrols, bicycle maintenance, and the purchase of law enforcement equipment; and
2. Directs the City Manager or her designee to execute any grant related documents.

PASSED AND ADOPTED on August 2, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D
Meeting Date: August 2, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Audrey Malone, City Clerk
amalone@lemongrove.ca.gov
Item Title: **Biennial Review and Adoption of the Amended Conflict of Interest Code**

Recommended Action: Adopt a resolution (**Attachment A**) accepting the amendment to the Lemon Grove Conflict of Interest Code.

Summary: Government Code Title 9, Political Reform, Chapter 7 Conflict of Interest, Section 87306.5 requires that in each even-numbered year, the Council, as the Code reviewing body for the City departments, must review the Conflict of Interest Code, list of designated reporting positions, and the respective disclosure categories. The purpose of this review is to provide reasonable assurance that all foreseeable potential conflict of interest situations involving City employees and members of listed boards, commissions and committees, and consultants will be disclosed or prevented. State law also mandates that upon completion of the review of the Conflict of Interest Code, the Code should be amended to reflect any changes necessitated by the review, including new and/or different positions, duties and responsibilities.

Discussion:

City Conflict of Interest Code:

Staff has completed a review of the Cities Conflict of Interest Code and Appendix (**Exhibits A-B**) of Designated Filers and is requesting the Council adopt the proposed resolution, which will amend the Conflict of Interest Code. The Appendix has been updated with the following positions, which have been established since the last review in 2020.

These new positions have been assigned the corresponding reportable categories appropriately associated with the positions duties.

New Positions/Titles added since last update:

- Finance Manager
- Senior Management Analyst
- Deputy City Clerk

No changes have been made to the lists of boards, commissions, and committee members who are subject to this Code.

Also, all reportable categories for boards, commission and committee members have been maintained as previously approved by the Council.

It should be noted that Government Code Sections 87200-87210, and 87314 (2) (a,b,c) and (3); require that City Council Members, Planning Board Members, City Manager, City Attorney, City Treasurer and other public officials who manage public investments and candidates for any of these offices at any election comply with the provisions of the Political Reform Act relating to the filing of Statements of Economic Interests. All such positions are deemed as 87200 Designated Positions and required full disclosure.

Environmental Review:

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

Fiscal Impact: There is no fiscal impact associated with this item.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) accepting the amendment to the Lemon Grove Conflict of Interest Code.

Attachment:

Attachment A - Resolution

Exhibit A – Revised Appendix

Exhibit B – Revised Disclosure Categories/Positions

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CITY OF LEMON GROVE CONFLICT OF INTEREST CODE AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC) REPEALING RESOLUTION NO. 2020-3743

WHEREAS, the Political Reform Act of 1974, Government Code Sections 81000, et seq., requires every governmental agency to adopt a Conflict of Interest Code that designates positions and financial interest that be disclosed by those in the positions; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has heretofore adopted, as the Conflict of Interest Code of the City of Lemon Grove, the model conflict of interest code set forth in the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission; and

WHEREAS, the Appendix to the City Code includes Exhibit A (in which officials and employees are designated and in which disclosure categories are set forth), which may be modified by City Council from time to time, and all of which together does constitute the Conflict of Interest Code of the City of Lemon Grove; and

WHEREAS, designated employees shall file Statements of Economic Interests with the City Clerk who will make the statements available for public inspection and reproduction per Government Code Section 81008. Upon receipt of the statements of the Mayor, Councilmembers, City Manager, Finance Director/City Treasurer and the City Attorney, the City Clerk shall make and retain a copy and forward the original of these

statements to the Fair Political Practices Commission. Statements for all other designated position will be retained by the City Clerk; and

WHEREAS, the Conflict of Interest Code differentiates between designated positions with different powers and responsibilities and requires disclosure of all foreseeable potential Conflict of Interest; and

WHEREAS, it is necessary to amend the City's Conflict of Interest Code to reflect the deletion and addition of certain City positions; and

WHEREAS, the Political Reform Act requires the City to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively that the code must be amended.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lemon Grove, California hereby approve the attached City of Lemon Grove Conflict of Interest Code (Exhibit A).

Section 1: That the above recitals are true and correct.

Section 2: That the standard FPPC Conflict of Interest Code, as set forth in Title 2 California Code of Regulations Section 18730, and as may be amended from time to time by the FPPC, is incorporated by reference and constitutes the Conflict of Interest Code for the City of Lemon Grove.

Section 3: That the list of designated positions subject to the requirements of the Conflict of Interest Code are amended, including their respective disclosure categories are set forth in Exhibit A.

Section 4: That the City of Lemon Grove has conducted the 2020 Biennial review of its Conflict of Interest Code, as required by the Political Reform Act, and as a result of the biennial review determined the need for an amended Conflict of Interest Code as presented in this resolution.

Section 5: That Resolution No. 2020-3743 is hereby repealed.

PASSED AND ADOPTED on August 2, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

REVISED APPENDIX
CITY OF LEMON GROVE
CONFLICT OF INTEREST CODE DESIGNATED POSITIONS

GENERAL PROVISIONS

When a designated employee or individual is required to disclose investments, business positions and sources of income, he or she need only disclose investments in business entities and sources of income which do business in the City, plan to do business in the City or have done business in the City within the past two (2) years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. When a designated employee or individual is required to disclose real property he or she need only disclose that which is located in whole or in part, within or not more than two (2) miles outside the boundaries of the City or within two (2) miles of any land owned or used by the City.

Designated employees or individuals shall disclose their financial interest pursuant to the appropriate disclosure category as indicated in Exhibit "A".

- All designated employees required to submit an initial Statement of Interest Form 700 shall file electronically including electronic signature with the City Clerk within thirty (30) days after the effective date of this resolution. Initial filings shall cover the period of the twelve (12) months prior to the date of the adoption of this Conflict of Interest Code.

- All individuals appointed, promoted, or transferred to a designated position shall file statements within thirty (30) days of assuming office. These "assuming office" statements cover the period of the twelve (12) months prior to the date of assuming office statement.

- When an individual is in an "interim or acting" capacity, they are subject to the same disclosure requirements of the position in which they are filling. An assuming office would be filed.

- Annual statements shall be filed with the City Clerk by April 1 of each year by all designated employees, elected officials, committee/board/commission members or individuals. Such statements shall cover the period of the preceding calendar year.

- Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing financial interests held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

- Any individual serving in dual roles may file a combined statement by reporting according to their broadest range of disclosure.

- Failure to file the required statement in a timely fashion may result in the imposition of administrative, criminal, and civil sanctions as provided in Government Code Sections 81000-91014.

Resource: Title 2, California Code of Regulations, Section 18730 Provisions of Conflict of Interest Codes.

DISCLOSURE CATEGORIES CATEGORY

Category 1: Disclose all business entities and non-profit organizations in which investments, business positions (e.g. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments located in Lemon Grove, including property located within a two-mile radius of any property owned or used by the City of Lemon Grove.

Category 2: All interests in real property within the jurisdiction of the City.

Category 3: All investments, business positions in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the specific City department.

Category 4: All investments in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, and sources of income which engage in land development, construction or the acquisition of real property, and interests in real property located in Lemon Grove, including property located within a two-mile radius of any property owned or used by the City of Lemon Grove.

Category 5: All investments in business entities, non-profit organizations in which investments, business positions (e.g. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments, and of the type which contracts with the City to provide services, supplies, materials, machinery or equipment to any City department.

Category 6: All investments in business entities and sources of income of the type which contracts with the City to provide to the designated employee's department services, supplies, materials, machinery or equipment to any City department.

Category 7: All investments, positions in business entities, income including gifts, loans and travel payments, and income from non-profit organizations, if the sources is the type that receives grants or other monies from or through the City.

Unlimited Disclosures: 87200 Category are required to file full disclosure of all categories pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code sections 87200, et. seq. Lemon Grove Local Conflict of Interest Code August 22, 2017

CONSULTANTS

The staff person most knowledgeable of the work that a Consultant will be performing shall designate whether or not the Consultant must file a Statement of Economic Interest by marking the appropriate box on the Agreement or Contract cover sheet. When determined that a Consultant is designated and is responsible for disclosure, they shall be required to file a Statement of Economic Interest disclosing reportable interests subject to all disclosure categories.

Consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant City approval to a plan, design, report, study, or adopt or grant City approval of policies, standards, or guidelines for the City or any subdivision thereof shall be required to disclose. Consultants who act in a staff capacity with the City, and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code, shall disclose at the same level as the comparable designated position identified.

EXHIBIT A

CURRENT POSITIONS	DISCLOSURE CATEGORIES 2022
Assistant City Manager	1, 2, 4
Assistant Civil Engineer	3, 4
Assistant Planner	3, 4
Associate Civil Engineer	3, 4
Associate Planner	3, 4
Associate Senior Planner	3, 4
Building Official (Esgil)	2, 3
Building Technician (Esgil)	2, 3
City Clerk	1, 2, 6
City Engineer	1, 2, 5
Code Enforcement /Storm Water Technician	2, 3
Community Advisory Commission	1
Community Development Manager	1, 2, 3, 4, 5, 7
Community Services Specialist	2, 3, 5, 6
Community Services Superintendent	2, 3, 5, 6
Consultants	1
Deputy Building Official/Inspector (Esgil)	2, 3
Deputy City Attorney	1, 2
Deputy City Clerk	1, 2, 6
Deputy Fire Chief	3, 4, 6
Deputy Fire Marshal	3, 4
Development Services Director	Unlimited Disclosure
Development Technician II	2, 3
Engineer Inspector	4
Engineering Technician III	4
Finance Director/Treasurer	Unlimited Disclosure
Finance Manager	Unlimited Disclosure
Fire Battalion Chief	1, 2, 3
Fire Chief	1, 2, 3
Fire Division Chief	2, 3, 5
Fire Inspector	3, 4, 6
Fire Marshal	1, 2, 3
Fire Public Educator	3
Human Resources Manager	3, 5, 7
Management Analyst	3, 5
Principal Planner	1, 2, 3, 4, 7
Public Works Director	1, 2, 3, 4, 6, 7

Public Works Operations/Administration Manager	2, 3, 4, 6
Public Works Superintendent	2, 3, 4, 6
Sanitation Supervisor	4
Senior Management Analyst	2, 3, 4, 6
Senior Planner	1, 2, 3, 4, 7
Special Projects Supervisor	1, 2, 7
Street Supervisor	2, 4, 6

UNLIMITED DISCLOSURE POSITIONS
City Attorney**
City Council**
City Manager**
Finance Director (If City does not have Treasurer) **
Mayor**
Planning Commission**
**City Council also sit as Members of the Successor Agency of the Lemon Grove Redevelopment Agency - Includes Chair, Members, Executive Director, Counsel, Secretary
**City Council also sit as Members of the Public Finance Authority - Includes Chair, Members, Executive Director, Counsel, Secretary, and Treasurer

UNLIMITED DISCLOSURE 87200

****Statements are sent to the FPPC within 5 days of receipt**



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2.

Meeting Date: August 2, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Ed Walton, Contract City Engineer
ewalton@lemongrove.ca.gov

Item Title: **Authorization to Advertise a Request for Proposal for the Pavement Management Program Update**

Recommended Action: That the City Council provide feedback regarding the draft request for proposal (RFP) for an update to the City's Pavement Management Program (PMP) and approve a resolution (**Attachment A**) authorizing the City Manager or her designee to advertise the RFP.

Summary: The City's PMP is an important tool in maintaining the City's street inventory. The program evaluates all of the City maintained streets based on their maintenance history and their current condition and recommends various maintenance treatments and schedules based on available resources. The goal of the program is to improve the quality of the City's roadways by increasing the overall Pavement Condition Index (PCI) of the City's street network.

Discussion: In April 2018, NEC Engineering and Environmental Services completed an update to the City's PMP; this program recommended various street repairs the City should undertake over a five year period to improve the condition of the City streets increasing the overall PCI. Based on this PMP, the City has completed recommended street repairs and preventive maintenance on the appropriate streets, not letting them deteriorate into more costly major repairs. Major repairs were also undertaken to reduce the number of streets which have a low PCI.

The RFP will be publicly advertised to seek a consultant to prepare an updated PMP to recommend the most effective street repairs based on anticipated revenues for the next five years. Key components of the updated PMP include: review of prior PMPs and street repairs, evaluation of the current street conditions and associated PCIs, creation of a five-year list of street treatments based on anticipated funds, and selection and training of a

software program to manage/update the PMP. The City currently utilizes StreetSaver software to track the PCI of City streets; if this is the recommended software, additional training would be included as a refresher for existing staff and a training for new staff members.

The RFP also includes a provision for the selected consultant to conduct traffic volumes counts to provide up-to-date data on how much traffic is travelling on the City's higher volumes streets (Class III collectors and above). These volumes will be analyzed against past volumes to ascertain any trends (increases, decreases and shifts in traffic patterns. This was a desire expressed by the City Council at the Streets Workshop held in October of 2021.

Environmental Review:

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

Fiscal Impact: \$75,000 has been approved for the PMP in the FY 2022/23 budget. Once proposals have been received, staff will return to the City Council with a recommendation to approve a consultant with associated fee.

Public Notification: None required.

Staff Recommendation: That the City Council provide feedback regarding the draft request for proposal (RFP) for an update to the City's Pavement Management Program (PMP) and approve a resolution (**Attachment A**) authorizing the City Manager or her designee to advertise the RFP.

Attachments:

- Attachment A – Resolution**
- Attachment B – Request for Proposal**

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST
FOR PROPOSAL FOR UPDATING THE CITY'S PAVEMENT MANAGEMENT
PROGRAM (PMP)**

WHEREAS, the Council has identified improving the condition of City maintained streets as a priority; and

WHEREAS, a Pavement Management Program (PMP) is an important tool in assessing and developing a strategy for street repairs and preventive maintenance efforts for maintaining street infrastructure; and

WHEREAS, the City last updated the Pavement Management Program (PMP) in 2018 recommending street treatments over a five year period; and

WHEREAS, the City has followed the Pavement Management Program (PMP) completing the five year program recommendations utilizing various street rehabilitations within the available resources; and

WHEREAS, the existing Pavement Management Program (PMP) is five years old and needs to be updated to efficiently and systematically recommend updated street treatments over the next five year to increase the City's overall PCI with the available resources.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby authorizes the City Manager to advertise a Request for Proposal (RFP) to solicit a consultant to update the Pavement Management Program (PMP) for the next five years.

PASSED AND ADOPTED on August 2, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



City of Lemon Grove
Public Works Department
3232 Main Street
Lemon Grove, CA 91945



Request for Proposals No. 2022-01
For
Pavement Management Program Update

Submittal Deadline:
5:00 p.m. on September 1, 2022

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 - a. Selection Criteria
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City of Lemon Grove
Request for Proposals No. 2022-01
Pavement Management Program Update

I. INTRODUCTION

The City of Lemon Grove, hereinafter referred to as the “City”, is requesting proposals (RFP) from qualified consulting firms, hereinafter, referred to as “Proposers” to provide an update to the City’s Pavement Management Program.

II. CITY PROFILE

The City is a general law city of 3.88 square miles, located in easterly portion of San Diego County bordered to the west and south by the City of San Diego, to the north by the City of La Mesa, and to the east by the unincorporated portion of County of San Diego. The City maintains approximately 67 miles of roads with a combination of internal maintenance activities and contracted capital repair projects.

III. PROJECT DESCRIPTION

The project consists of reviewing all public roadways within the City, evaluating and updating the City’s existing Pavement Management Program (PMP), update the existing software used to manage the PMP, provide a capital improvement program (CIP), and CIP budget for the next five years.

The City is seeking to update its database with a field survey from a mechanical and/or visual inspection of each pavement section’s surface distress information. Lastly, a training manual (or procedural manual) will be created to accurately detail how to perform and update key functions of the software program.

IV. PROJECT BACKGROUND

Currently, the City uses Street Saver to manage its PMP. The City is seeking to update the information in the existing software. The City is open to using other PMP software programs. However, the proposal should clearly define the benefits of that platform versus Street Saver and include a cost to make the transition with all historical data being transferred to the new software system. All geographic data produced from the PMP update shall be compatible with the City’s Geographic Information System (GIS). The City’s GIS utilizes ESRI ARC GIS as its GIS platform. All data shall ultimately be stored within a Geodatabase format and projected in NAD 1983 State Plan California Zone VI. In addition, the PMP update shall utilize the City-maintained GIS centerline layer as its base (which will be provided by the City).

V. GENERAL SCOPE OF SERVICES

The City is requesting proposals from qualified consulting firms to provide an update to the City’s PMP. The project consists of reviewing all public roadways within the City,

evaluating and updating/upgrading the City's existing PMP software, and providing CIP planning document for a five-year capital budget. The consultant shall:

1. Meet with City staff to discuss project details and expectations.
2. Plan to meet with staff at least three (3) times during the project which includes one City Council presentation of the final report.
3. Evaluate the present Street Saver software. Specific attention should be paid to the priority allocation established between arterial, collector and residential streets.
4. Update the base map and identify all streets, as noted under Section IV. PROJECT BACKGROUND listed above.
5. Resurvey all streets by using a distance meter or other accurate measuring device and check segment limits of each street.
6. Review the City's existing Street Saver files and review the prior PMP update completed in 2018.

6-7. Conduct traffic volumes counts on a Class III and above collector streets. Up to 50 count stations shall be included, counts shall be conducted for a minimum of 48 consecutive hours on a weekday, while school is in session.

7-8. Obtain/incorporate the following data into the update:

- i. Incorporate the most recent past traffic counts and compare with newly acquired data. Highlight and trends or shifting traffic patterns.
- ii. Relationship of improvement strategies to cost benefit analysis.
- iii. Condition of the street surfaces.

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City of Lemon Grove
Request for Proposals No. 2022-01
Pavement Management Program Update

- iv. Incorporate pavement rehabilitation and slurry seal projects completed since the last PMP update.
- v. Incorporate street improvement projects completed since the last PMP update.
- vi. Incorporate new street segments completed and accepted into the City's right of way since the last update.
- vii. Analyze, interpret and use existing electronic data in the City database.

~~8-9.~~ Conduct and document condition survey with team for the initial street condition survey (City staff may be present for this).

~~9-10.~~ Develop unit cost and pavement life data for improvement options from maintenance (e.g. dig outs, slurries) to AC grind and overlay (up to 2" in depth) and if applicable full depth reconstruction.

~~10-11.~~ Utilizing the database and reporting formats developed previously, prepare a report summarizing the condition of the pavement for each street segment and the calculated pavement condition index (PCI) rating.

~~11-12.~~ Develop a list of streets according to the recommended improvement calculated for each street segment.

~~12-13.~~ Prepare a report establishing a prioritized list of projects with recommended improvement based on cost-benefit formulas. Based on unit cost data and the estimated benefits derived from the road users, a cost-benefit analysis shall be performed for each alternative improvement strategy. The result of this analysis will allow the City to select those improvements which will have the largest return on investment. The results of this analysis will be documented in a priority report which will allow the City to quantify and rank the improvements impact to road users.

~~13.~~14. _____ Update the existing database with the improved and new street segments and assign a PCI rating for each street segment.

~~14.~~15. _____ Prepare a five-year project list for crack sealing, dig outs, slurry, overlay, fabric material, milling/paving, and complete reconstruction of street projects to be included in the CIP for review and approval. The five-year project list shall divide the City into logical pavement management areas that shall also consider the City's quadrant maintenance system (City provided).

~~15.~~16. _____ Prepare a pavement management report that documents the entire project. The report as a minimum will include the following:

- i. Introduction.
- ii. Executive summary.
- iii. Current pavement network replacement value by classification.
- iv. Results of budget needs and scenario analysis.
- v. System methodology.
- vi. Condition distribution by classification and surface type.
- vii. PCI report (in order by index and by name) that includes a comparison of 2018 PCI with current conditions versus the updated 2022 PCI.
- viii. Projected work programs.
- ix. Historical maintenance activity.
- x. Street Saver or other software program settings.

~~16.~~17. _____ Procure and provide the City with the latest version of Street Saver. If another leading program in the industry is recommended the vendor must register it in the City's name for at least one year and guarantee that all historical information in Street Saver will be successfully transferred into the new program.

City of Lemon Grove
Request for Proposals No. 2022-01
Pavement Management Program Update

VI. PROPONENT INFORMATION

1. RFP Proposal/Project Timeline – The following is the City’s tentative timeline for the selection of a Proponent.

RFP Proponents Electronically Notified	August 4, 2022
Deadline for Submitting Questions	August 25, 2022
Deadline for Submitting Proposals	September 1, 2022
Panel Review of Proposals (Tentative)	September 5-8, 2022
Interview Qualifying Firms (If Necessary)	September 22, 2022
Council Approval and Award (Tentative)	October 4, 2022
Begin Services (Tentative)	October 17, 2022

Once the work begins, the City anticipates the following timeline.

Complete Report	February 9, 2023
Internal Review of Final Report	February 13-16, 2023
City Council Presentation (Tentative)	March 7, 2023
City Staff Training Session (Tentative)	March 8 & 9, 2023
Project Completion and Final Billing	March 31, 2023

2. Oral Interview – Those Proponents considered most qualified to provide the required services may be requested to participate in an oral interview at the City’s discretion. Applicants will be notified in writing of the time and place for the interview no later than September 8, 2022. It is expected that key members of the engagement team (owner, partner, manager, senior personnel, and project manager) will be present for the presentation/interview process. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
3. Travel Expenses – The City shall not reimburse Proponent for any travel expenses incurred responding to this RFP or requirements outlined within this section. The City shall not reimburse awarded Proponent for travel related expenses; therefore, any such costs must be included in the rates set forth in the Fee Schedule.
4. Labor Compliance Requirements – Proponent must comply with all labor compliance requirements including but not limited to prevailing wage requirements and SB854. No contractor, subcontractor or consultant may be listed on or awarded an agreement public works projects unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code sections 1771.1(a), 1720, 1725.5 and Public Contract Code section 4104. This project,

work, or service may be subject to compliance, monitoring and enforcement by the DIR. For more information, refer to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

VII. INSTRUCTION FOR SUBMISSION OF PROPOSAL

1. Registering as a Vendor – Proponents must be registered as a vendor with the City to download the RFP document(s) and to submit a proposal. If not already registered, Proponents may “New Vendor Registration” via the City’s website: <https://www.planetbids.com/portal/portal.cfm?CompanyID=33470>
2. Document Format and Upload/Downloading – Documents must be uploaded in PDF format. It is the Proponent’s responsibility to ensure its proposal documents are properly uploaded in the City’s online bid management system. Proposals that are missing pages, cannot be opened, etc., may be considered as unresponsive. **Hard copies submitted to the City, in lieu of an electronic copy uploaded in the system, will not be accepted as a viable proposal.**

It is the Proponents sole responsibility to contact the City’s online bid management provider (PlanetBids at 1-818-992-1771) to resolve any technical issues, related to electronic bidding, including but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic proposal, etc.

3. Examination of the Content of the RFP – By submitting a proposal, the Proponent represents that it has thoroughly examined and become familiar with the contents of the RFP and that it is capable of performing quality work to achieve the City objectives. The submission of a signed proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.

If the Proponent suggest alternatives or states exceptions to any term or condition in the agreement, or to any provision or recurrent of the RFP, **such alternative or exception shall be clearly stated and identified in the submitted proposal.** Otherwise, the successful Proponent will be expected to sign an agreement upon award. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award an agreement based there on if determined to be in the best interest of the City.

City of Lemon Grove
Request for Proposals No. 2022-01
Pavement Management Program Update

Any questions, interpretations, or clarifications about any portion of this RFP must be requested in writing by the deadline indicated in the RFP Proposal Timeline via the City's on-line bid management system, PlanetBids. All written questions will be answered in writing and conveyed to all proposers in writing via PlanetBids. Oral explanations or instructions will not bind the City.

Contained herein is a Sample Professional Services Agreement (Exhibit A) for the purpose of informing the proposer of the fixed, predetermined, standard agreement and insurance provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.

Upon signing of an agreement, the Consultant shall provide certificates (Exhibit A) evidencing that the required insurance is in effect.

4. Proposal Content

- i. *Executive Summary:* A 1-2 page summary that highlights the critical informational items from the PMP update. Specific attention should be paid to the current pavement index, budget needs, any significant observations, and the repair and maintenance options that the Consultant is recommending and why.
- ii. *Qualifications and Experience:*
 1. Proponent shall provide the number of years its firm has provided the services outlined in the RFP.
 2. Proponent shall provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.
 3. Proponent shall provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project.
 4. Proponent shall provide at least five (5) references that have purchased similar services from the Proponent in the last three (3) years. Proponent shall provide the company name, contact name, email address, and phone number for each reference.

5. Proponent shall identify those services that will be outsourced to a subcontractor (Exhibit B). The Proponent will be responsible for verifying the experience, qualifications and validity of all liens, permits, and copyrights for any outsourced work to subcontractors. The Proponent is also responsible for paying its employees and any subcontractors the Proponent hires.
6. Proponent shall identify, obtain, and provide all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
7. Proponent shall provide copy of DIR contractor and subcontractor registrations pursuant to SB854 and Labor Code sections 1720, 172.5, and Public Contract Code section 4104 if applicable.
8. Proponent shall provide an outline of its business safety record. Proponent will be required to comply with all existing Federal, State, and CAL OSHA laws and requirements.
9. Proponent shall provide a list of any litigation, including personal and property, involving the Proponent's firm in the last five (5) years.

iii. *Technical Approach and Timeline:*

1. Proponent shall provide a detailed written outline of their firms proposed approach and timeline to the project and the tasks the firm undertakes prior to and during the project to ensure its completion and success. It shall include a schedule showing all work tasks included in the scope of work, the estimated duration to complete each task, and estimated state/finish dates.

iv. *Price:*

1. A fee schedule shall be provided to calculate the total price for each service. Proponent shall provide its proposed fee schedule (pricing) for all scope of work. The fee schedule must be uploaded in PDF Format in the "cost file" in PlanetBids. If there are discrepancies between services, labor, product, materials, or fees the City reserves the right to clarify pricing with the affected Proponent.

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Pavement Management Program Update

- v. *Compliance*: Show information that complies with SB854 and Labor Code sections 1720, 1771.1(a), 172.5, and Public Contract Code section 4104 if applicable.
 - vi. *Additional PMP Alternatives*: This section may be used by the Proponent to provide additional information, alternatives, or requirements not otherwise listed in the Proposal Content.
5. Proposal Submittal - In addition to the information requested in this section, each Proponent must upload to PlanetBid the following documents with its electronic proposal prior to the date and time of the submittal deadline:
- i. Subcontractor's List (Exhibit B)
 - ii. Fee Schedule (**must be signed by an authorized official of the company uploaded in PDF format in the "cost file" in PlanetBids**).

The proposal must be signed by an official authorized to bind the firm and contain no more than thirty (30) pages (including the cover and section dividers). It is the responsibility of the Proponent to ensure the proposal is delivered on time. Any proposal received after the deadline will be disqualified and will not be considered. Proposals sent via facsimile will not be accepted. The proposal shall be valid for a minimum of ninety (90) days after the deadline.

6. Proposal Withdrawal - Proponent agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proponent acknowledges that the original proposal and costs provided stand. However, Proponent has the option of withdrawing a proposal at any time until a final agreement is awarded. Any withdrawn proposals will not be considered for re-submittal.

VIII. SELECTION CRITERIA AND AGREEMENT AWARD

1. Selection Criteria – The City will establish a proposal selection panel whose members must have no conflict of interest with any Proponent. Individual panel members will review and evaluate the proposals and qualifications of all responsive Proponents. The selection panel may be comprised of City staff and/or other people with related expertise.

The selection panel will consider the following factors (and other reasonable, objective, and accountable factors) which are listed here without implication of priority:

- i. *Proper Formatting* – The Proponent included all items requested in the proposal (5% of total score).
 - ii. *Responsiveness* – The Proponent’s ability to effectively meet the scope of services and all the requirements stipulated in the RFP (15% of total score).
 - iii. *Qualifications and Experience*: The Proponent’s capability and qualifications to perform the Scope of Services and all the requirements stipulated in the RFP (35% of total score).
 - iv. *Technical Approach and Timeline*: The Proponent’s method to effectively provide the scope of services and all the requirements stipulated in the RFP within a reasonable timeline. Innovative approaches that also incorporate subsurface analysis are encouraged (30% of total score).
 - v. *Price*: The Proponent’s ability to cost effectively meet the scope of services and all the requirements stipulated in the RFP (10% of total score).
 - vi. *Compliance*: Must comply with SB854 and Labor Code sections 1720, 1771.1(a), 172.5, and Public Contract Code section 4104 if applicable (5% of total score).
2. Agreement Award – A final agreement will be awarded to the best qualified individual or firm with the most cost effective (competitively priced) proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal.

The City reserves the right to accept or reject any or all responses and proposals received in response to this RFP, to waive minor irregularities, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so, and to take all proposals under advisement for a period of ninety (90) days. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Subsequent to agreement negotiations, prospective Proponents may be required to submit revisions to their proposal.

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This RFP does not commit the City to award an agreement, to pay any cost incurred in preparation of a proposal, or to procure or contract for supplies or services.

The City reserves the right to select a Proponent to perform all the work identified in the RFP, or only selected portions based on price and other factors.

The City may, at its sole discretion, award the agreement in whole, or in part, to one or more Proponents.

No contractor, vendor or consultant may be awarded an agreement for Public Works projects unless registered with the DIR pursuant to Labor Code 1725.5.

All companies submitting a proposal should note that the execution of any agreement pursuant to this RFP is dependent upon the recommendation of the selection panel and may be subject to the approval of the City of Lemon Grove City Council.

IX. CONDITIONS & LEGAL REQUIREMENTS

Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proponents void.

The selected Proponent(s) agree to maintain a City of Lemon Grove business license for the duration of the agreement.

Selected Proponent is required to comply with all existing State and Federal labor and public works laws. Selected Proponent is also responsible for complying with all OSHA and any other applicable standards and requirements. If Proponent outsources any work or job to a subcontractor, it will be the Proponent's responsibility to ensure that all subcontractors meet the requirements as stated in this RFP and agreement award.

All submitted responses, proposals and information included therein shall become public record upon agreement award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as "confidential" or "proprietary", information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The City shall not in any way be liable or responsible for the disclosure of any such records.

All addenda issued during the bidding period for forming a part of the documents issued for bidding shall be listed in the form of proposal and shall be made a part of the agreement.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this agreement from the Director of the DIR. Copies may be obtained from the CCA DIR internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the approved prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this agreement, by him or by any subcontractor under him, in violation of the provisions of the agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

Registration with the DIR is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the DIR to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5 Contractor and subcontractors will be required to provide proof registration with the DIR. For more information regarding registration with the DIR, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Exhibit A –
Sample Professional
Services Agreement

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
CONSULTANT NAME**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and CONSULTANT NAME, a professional engineering firm (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to create a sidewalk master plan (Contract No. #####).

WHEREAS, the CITY has determined that the CONSULTANT is a professional engineering consulting firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services required hereunder will be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in Exhibit "A" (Attached).

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. PROJECT COORDINATION AND SUPERVISION.

The Assistant CITY Manager (or designee) hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. NAME is designated as the Project Manager for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" will not exceed SPELL OUT (\$0.00) without prior written authorization from the CITY. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This agreement will expire one year from the effective date.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT

expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONSULTANT.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subconsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subconsultant(s) shall require the subconsultant to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT'S agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent consultants and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONSULTANT, and each of its subconsultants, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

11. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this subparagraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subconsultants in the performance of services under this Agreement. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

15. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY/CITY and its officers, and employees from and against all claims, demands, payments, suits, actions,

proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

16. **INSURANCE**. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultants, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONSULTANT's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement. The Consultant may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the CITY of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement that is not cured to the CITY's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: Lydia Romero, City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONSULTANT: NAME / TITLE
CONSULTANT

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy,

facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests' conflict in any way with those of the CITY OF LEMON GROVE. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONSULTANT shall:

1. Go to www.fppc.ca.gov
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONSULTANT.

22. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are

not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

CONSULTANT

(Corporation – signatures of two corp. officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
Lydia Romero

By: _____
(Name 1)

City Manager
(Title)

(Title)

(Date)

(Date)

(Name 2)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
Kristen Steinke

By: _____
(Name)

City Attorney
(Title)

(Title)

(Date)

(Date)

Exhibit B – Subcontractor's List

SUBCONTRACTOR'S LIST

The General Contractor submitting a proposal will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the Agreement, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION (City)

Dated: _____

By: _____
Signature of Contractor

Printed Name and Title



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.
Meeting Date: August 2, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager
Lromero@lemongrove.ca.gov
Item Title: **Connect Main Street Project Phases 1-3 Update**

Recommended Action: That the City Council receive and discuss the update on the Connect Main Street Project Phases 1-3.

Background & Discussion: In 2015, 30 percent design concepts for the Connect Main Street Extension Project was approved by the City Council. This project proposed multiple surface treatments, park improvements, walking/biking paths on Main Street from Broadway to southerly City limits. When this was approved the direction of the City Council was to seek grants to complete engineering design and construct the project with little or no subsidies from the City's General Fund. Since the concept approval, City staff has applied for any applicable grant funds to assist with the design completion and construction of the Connect Main Street Project. The City has been successful in getting several grants to complete various phases of the Project.

Grant Summaries

Connect Main Street Project Phases 1-2

TransNet Smart Growth Incentive Program – Capital

Awarded in October 2018 – Deadline to expend funds expires 42 months after the agreement is signed

Total Award; \$2,501,000.00

Connect Main Street Project Phase 3

California Natural Resources Agency – Green Infrastructure Grant Program

Awarded in March 2020 – Deadline to expend funds is March 2022 (extension granted)

Total Award: \$1,570,755.00

The City Council entered in to a contract with Chen Ryan and Associates to complete design and construction for both of these grants to create economies of scale and streamline the project by having a single team for all three phases.

City Staff and Chen Ryan Engineers for at least 8 months have been trying to work with the California Public Utilities Commission (CPUC) to design the intersection and rail crossing at Main Street and San Miguel. After many meetings, CPUC staff gave the City an ultimatum; design it the way we want. The betterments the CPUC is requesting will increase the project budget by approximately \$1 million, which will take nearly all the construction costs from the other sections of the project. CPUC staff have unilaterally decided that an additional signal is needed and no alternatives that the City/Chen Ryan Associates have proposed will be sufficient. They instead have encouraged the City, if it feels that way, to file a formal application to the Commission, which will take 12-18 months. Staff did not exercise that option due to the tight deadlines stipulated in the grant.

Upon further consideration, staff and the consulting engineer team looked at the scope of the project in attempt to preserve the essential elements. We have received positive feedback from the grant funders to design and build up to Burrell Ave, thus avoiding the rail crossing intersection. This item is to update the City Council on Connect Main Street Project with the proposed revised scope, which will bring the project back within construction costs.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

Staff Recommendation: That the City Council receive and discuss the update on the Connect Main Street Project Phases 1-3.

Attachments: None