

**City of Santee  
Regular Meeting Agenda**

**Santee City Council  
CDC Successor Agency  
Santee Public Financing Authority**

**Council Chamber – Building 2  
10601 Magnolia Avenue  
Santee, CA 92071**

**April 8, 2015  
7:00 PM**

**Click on  
Blue Text to  
jump to  
support  
material for  
that item.**

**ROLL CALL:** Mayor Randy Voepel  
Vice Mayor John W. Minto  
Council Members Jack Dale, Ronn Hall and Rob McNelis

**LEGISLATIVE INVOCATION \ PLEDGE OF ALLEGIANCE:**

**PROCLAMATION: NATIVE PLANT WEEK**

**ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:**

**1. CONSENT CALENDAR:**

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

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
- (B) Approval of Meeting Minutes:**
  - **Santee City Council 03-25-15 Regular Meeting**
  - **CDC Successor Agency 03-25-15 Regular Meeting**
  - **Public Financing Authority 03-25-15 Regular Meetings**
- (C) Approval of Payment of Demands as presented.**
- (D) Adoption of a Resolution awarding the construction contract for the Citywide Crack Sealing Program 2015 Project (CIP 2015-08) to American Asphalt South, Incorporated for a total amount of \$61,509.50 and authorizing the Director of Development Services to approve change orders in an amount not to exceed \$6,150.00.**

- (E) **Authorization for the City Manager to Execute a five-year agreement with the San Diego County Sheriff's Department for Participation in San Diego County's California Identification System (CAL-ID) Remote Access Network.**

2. **PUBLIC HEARINGS:** None

3. **ORDINANCES (First Reading):** None

4. **CITY COUNCIL ITEMS AND REPORTS:**

5. **CONTINUED BUSINESS:** None

6. **NEW BUSINESS:**

- (A) **Approval of Firehouse Records Management System Agreement Amendment.**

Recommendation:

Authorize the City Manager to execute the amendment to the Firehouse Records Management system hosted services agreement.

- (B) **Authorization to purchase APX 7000 portable radios from Motorola Incorporated as a "sole source" vendor per utilization of County of San Diego Cooperative Regional Communications Systems (RCS) contract.**

Recommendation:

Find, determine and approve that, due to special circumstances, it would be in the City's best interest to purchase APX 7000 portable radios from Motorola Incorporated as a sole source vendor via County of San Diego Contract #550743 for an amount not to exceed \$30,675.88.

7. **COMMUNICATION FROM THE PUBLIC:**

*Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the Agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

**8. CITY MANAGER REPORTS:**

**9. CDC SUCCESSOR AGENCY:**  
(Note: Minutes appear as Item 1B)

**10. SANTEE PUBLIC FINANCING AUTHORITY:**  
(Note: Minutes appear as Item 1B)

**11. CITY ATTORNEY REPORTS:**

**12. CLOSED SESSION:**

**(A) CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative: Acting City Manager

Employee organization: Santee Firefighters Association

**(B) PERSONNEL:**

Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Title: City Manager

**13. ADJOURNMENT:**



Apr	02	SPARC	Conf Room Building 6
Apr	08	City Council Meeting	Council Chamber
Apr	13	Community Oriented Policing Committee	Council Chamber
Apr	22	City Council Meeting	Council Chamber
May	07	SPARC	Conf Room Building 6
May	11	Community Oriented Policing Committee	Council Chamber
May	13	City Council Meeting	Council Chamber
May	27	City Council Meeting	Council Chamber

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

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

***The City of Santee complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office at (619) 258-4100, ext. 112 at least 48 hours before the meeting, if possible.***

State of California     } County of San Diego    } ss. City of Santee           }	<h3>AFFIDAVIT OF POSTING AGENDA</h3>
I, <u>Patsy Bell, CMC, City Clerk</u> of the City of Santee, hereby declare, under penalty of perjury, that a copy of this Agenda was posted in accordance with Resolution 61-2003 on <u>April 3, 2015</u> at <u>4:30 p.m.</u>	
_____ Signature	4/3/15 Date

City of Santee  
**COUNCIL AGENDA STATEMENT**

PROC

**MEETING DATE**     April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE**     PROCLAMATION: NATIVE PLANT WEEK

**DIRECTOR/DEPARTMENT**     Randy Voepel, Mayor

**SUMMARY**

The California Native Plant Society - San Diego will celebrate Native Plant Week during the third week of April.

California's native plants provide unique, iconic, economic, artistic, historical, and environmental value to the state.

California has over 6,000 native plant types, of which over 2,000 exist only here, making our state home to more diverse plant life than all other states combined, including some of the oldest, tallest, and most massive living things on Earth.

California currently contends with over 1,000 nonnative plants, some of which compete with native plant species, degrade soil, facilitate erosion and wildfires, and alter the state's natural landscapes.

In built-up landscaping, native plants conserve water and reduce the need for polluting fertilizers and herbicides. In a natural landscape, the preservation of native plants protects watersheds, provides habitat for wildlife, and gives residents and unequaled opportunity to enjoy the serenity of nature.

One of the basic goals of the California Native Plant Society is educating the public. A proclamation has been issued in honor of Native Plant Week to highlight the importance of native plants to the region.

**FINANCIAL STATEMENT**     N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**     Present proclamation.

**ATTACHMENTS (Listed Below)**

Proclamation.

# City of Santee, California

## Proclamation

**WHEREAS**, California has over 6,000 native plant types, of which over 2,000 exist only here, making our state home to more diverse plant life than all other states combined, including some of the oldest, tallest, and most massive living things on Earth; and

**WHEREAS**, California currently contends with over 1,000 nonnative plants, some of which compete with native plant species, degrade soil, facilitate erosion and wildfires, and alter the state's natural landscapes; and

**WHEREAS**, California native plant horticulture is a growing industry employing thousands of Californians, and the benefits to water conservation and natural area restoration help provide economic stability within the state; and

**WHEREAS**, our native plants provide essential watershed protections by helping to recharge natural aquifers, filtering flowing water, lessening erosion and flooding, and beautifying and renewing our state; and

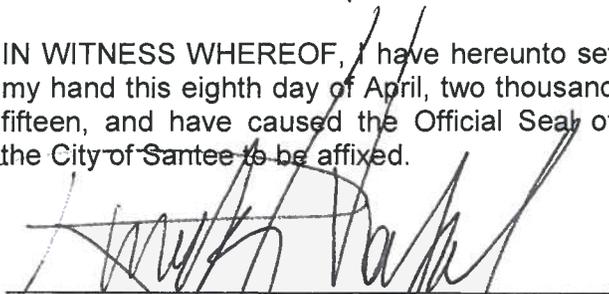
**WHEREAS**, gardens and landscapes composed of California native plants, being perfectly suited to our climate and soil, require far fewer fertilizers, soil amendments, pesticides, and water than conventional landscapes, and provide essential habitat for wildlife.

**NOW, THEREFORE**, I, Randy Voepel, Mayor of the City of Santee, on behalf of the City Council, do hereby proclaim the third week of April, 2015 as

### **"CALIFORNIA NATIVE PLANT WEEK"**

in the city of Santee and encourage citizens and community groups to undertake appropriate activities to promote native plant conservation and restoration and to inform their neighbors and communities of the value of native plants in natural and horticultural settings.

IN WITNESS WHEREOF, I have hereunto set my hand this eighth day of April, two thousand fifteen, and have caused the Official Seal of the City of Santee to be affixed.

  
\_\_\_\_\_  
Mayor Randy Voepel



City of Santee  
**COUNCIL AGENDA STATEMENT**

1B

**MEETING DATE**     April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE**     APPROVAL OF MEETING MINUTES:     SANTEE CITY COUNCIL  
REGULAR MEETINGS OF MARCH 25, 2015

**DIRECTOR/DEPARTMENT**     Patsy Bell, CMC, City Clerk

PB

**SUMMARY**

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

**FINANCIAL STATEMENT**

N/A

**CITY ATTORNEY REVIEW**      N/A      Completed

**RECOMMENDATION**

Approve Minutes as presented.

**ATTACHMENTS (Listed Below)**

March 25, 2015 Minutes

**Minutes**

**Santee City Council  
CDC Successor Agency  
Santee Public Financing Authority**

**Draft**

**Council Chambers  
10601 Magnolia Avenue  
Santee, California**

**March 25, 2015**

This Regular Meeting of the Santee City Council, the CDC Successor Agency, and the Santee Public Financing Authority was called to order by Mayor/Chair Randy Voepel at 7:04 p.m.

Council Members present were: Mayor/Chair Randy Voepel; Vice Mayor/Vice Chair John W. Minto; and Council/Authority Members Jack E. Dale, Ronn Hall, and Rob McNelis.

Staff present were: Acting City Manager/Authority Secretary Pedro Orso-Delgado, City/Authority Attorney Shawn Hagerty, Director of Community Services Bill Maertz, Acting Director of Development Services Melanie Kush, Finance Director/Treasurer Tim McDermott, Director of Fire and Life Safety Richard Mattick, Director of Human Resources Jodene Dunphy, Senior Economic Development Coordinator Pamela White, Santee Sheriff's Captain James Bovet, City Clerk Patsy Bell, and Office Aide Mary Ann Bennett.

(Note: Hereinafter the titles Mayor, Vice Mayor, Council Member, City Manager, and City Attorney shall be used to indicate Mayor/Chair, Vice Mayor/Vice Chair, Council/Authority Member, City Manager/Authority Secretary, and City/Authority Attorney.)

**LEGISLATIVE INVOCATION: Rabbi Leonard Rosenthal, Tifereth Israel Synagogue**

**PLEDGE OF ALLEGIANCE: Mark Olson, Metropolitan Transit System**

**PROCLAMATION: Stand Up for Transportation Day - April 9, 2015**

Vice Mayor Minto presented the proclamation to Mark Olson, San Diego Metropolitan Transit System Public Relations Specialist.

**Draft**

**ITEMS TO BE ADDED, DELETED OR RE-ORDERED ON AGENDA:**

City Clerk Bell announced that the presentation for the San Diego County Regional Airport Authority Board Member Report was postponed to a future date.

**1. CONSENT CALENDAR:**

- (A) Approval of reading by title only and waiver of reading in full of Ordinances on agenda.**
- (B) Approval of Meeting Minutes:**
  - Santee City Council 1-28-15 and 3-11-15 Regular Meetings
  - CDC Successor Agency 1-28-15 and 3-11-15 Regular Meetings
  - Public Financing Authority 1-28-15 and 3-11-15 Regular Meetings
- (C) Approval of Payment of Demands as presented.**
- (D) Approval of the expenditure of \$49,115.25 for February 2015 legal services and related costs, and the appropriation of funds.**
- (E) Resolution accepting the Magnolia Avenue at Palm Glen Drive Median Improvements Project (CIP 2012-53) as complete and directing the City Clerk to file a Notice of Completion. (Reso 23-2015)**

**ACTION:** On motion of Council Member McNelis, seconded by Vice Mayor Minto, the Agenda and Consent Calendar were approved as amended with all voting aye.

**2. PUBLIC HEARINGS: None**

**3. ORDINANCES (First Reading):**

- (A) An Ordinance of the City Council of the City of Santee amending Chapter 2.40 of the Santee Municipal Code pertaining to contribution limits.**

City Clerk Bell presented staff report. Vice Mayor Minto requested the ordinance be reviewed by staff for changes that would bring it into alignment with Federal regulations and recent court decisions. City Attorney Hagerty answered Council's questions and confirmed that the current Ordinance is legally compliant. Council Member Dale explained why the current law was put into place and noted his support to keep it as is.

By a majority consensus, staff was directed to research federal, state and other cities' requirements and present findings at a future meeting.

**4. CITY COUNCIL ITEMS AND REPORTS:**

**(A) Appointment of Member to the Community Oriented Policing Committee (COMPOC).**

Vice Mayor Minto recommended appointing Dustin Trotter to the Community Oriented Policing Committee.

**ACTION:** On motion of Vice Mayor Minto, seconded by Council Member Hall, Dustin Trotter is appointed to the Community Oriented Policing Committee with all voting aye.

**5. CONTINUED BUSINESS: None**

**6. NEW BUSINESS:**

**(A) Request for authorization to consider an application for a General Plan and Zoning Base District Map Amendment to change the IL Light Industrial Land Use Designation to the R-7 Medium Density Residential Zone over a 14.2 acre portion of a 45.7 acre undeveloped property located at the eastern terminus of Mast Boulevard. Applicant: Lakeside Investment Company**

Development Services Kush introduced the item. Acting City Planner Mallory presented the staff report utilizing a PowerPoint presentation. He and Acting Director Kush answered Council's questions. Sheriff Captain Bovet answered questions regarding law enforcement response times and Director of Finance McDermott answered questions relative to residential revenue. Principal Traffic Engineer Mei responded to questions regarding traffic on Mast Boulevard.

**PUBLIC SPEAKERS:**

Speaking in Support and answering Council's questions were: Randy Lang, applicant and Chuck Cater, Hunsaker and Associates.

Speaking in Opposition was Van Collinsworth, Preserve Wild Santee.

A range of options from all residential to all industrial to mixed use were discussed by the Council Members. By consensus, direction given to staff to allow the applicant to proceed with processing an application taking into consideration all of Council's comments.

Draft

- (B) **A Resolution authorizing submission of the Annual Housing Element Progress Report for Calendar Year 2014 to the State of California Office of Planning and Research and the State of California Department of Housing and Community Development. (Reso 24-2015)**

Acting Director of Development Services Kush presented the staff report.

**ACTION:** On motion of Council Member McNelis, seconded by Council Member Hall, a Resolution authorizing the City Manager to send the annual Housing Element Progress Report on Housing Element Implementation for Calendar Year 2014 to the State of California Office of Planning and Research and the State of California Department of Housing and Community Development was adopted with all voting aye, except Mayor Voepel who was absent from the vote.

- (C) **Follow-up from Workshop – San Diego River Trail update and criminal transient information.**

Director of Community Services Maertz, Sheriff Lieutenant Subkjaer and City Attorney Hagerty presented the staff report utilizing a PowerPoint presentation and answered Council's questions. Sheriff Captain Bovet answered Council's questions regarding law enforcement strategies.

Council directed staff to send a letter of support to the County Board of Supervisors requesting a Health and Human Services Agency Social Worker be assigned to Santee.

- (D) **Regional Task Force on the Homeless Annual Population Count and Fair Share Funding Request.**

Acting Director of Development Services Kush presented the staff report and answered Council's questions. Mayor Voepel noted that the people conducting the actual count are volunteers and expressed his opposition as he sees no real benefit to Santee.

**ACTION:** On motion of Council Member Dale, seconded by Council Member McNelis, the funding of the City's portion of the fee in the amount of \$2,500 from FY 2015-16 Community Development Block Grant funds was approved with all voting aye, except Mayor Voepel and Council Member Hall who voted no.

## 7. COMMUNICATION FROM THE PUBLIC:

- (A) Tina Coskey expressed concerns with Terry Hansen's home-based wood working business.
- (B) Katie Wilson complimented the Sheriff's Department for their excellent service and requested the City consider more condominium developments and an additional grocery store within the city.

**8. CITY MANAGER REPORTS:**

Acting City Manager Orso-Delgado presented the monthly report to Council.

**9. CDC SUCCESSOR AGENCY:**  
(Note: Minutes appear as Item 1B)

**10. SANTEE PUBLIC FINANCING AUTHORITY:**  
(Note: Minutes appear as Item 1B)

**11. CITY ATTORNEY REPORTS:** None

Council Members recessed at 9:22 p.m. and convened in Closed Session at 9:29 p.m. with all Members present.

**12. CLOSED SESSION:**

- (A) PERSONNEL:**  
Public Employee Performance Evaluation  
(Pursuant to Government Code Section 54957)  
Title: City Manager

Council Members reconvened in Open Session at 10:05 p.m. with all Members present. Mayor Voepel reported that no action had been taken.

**13. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 10:05 p.m.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Patsy Bell, City Clerk and for  
Acting Authority Secretary Pedro Orso-Delgado

City of Santee  
**COUNCIL AGENDA STATEMENT**

1C

**MEETING DATE** April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE** PAYMENT OF DEMANDS

**DIRECTOR/DEPARTMENT** Tim K. McDermott/Finance *tm*

**SUMMARY**

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

**FINANCIAL STATEMENT** *tm*

Adequate budgeted funds are available for the payment of demands per the attached listing.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *JOD*

Approval of the payment of demands as presented.

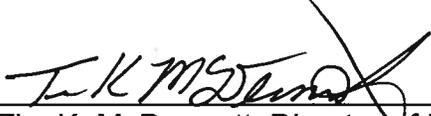
**ATTACHMENTS (Listed Below)**

- 1) Payment of Demands-Summary of Checks Issued
- 2) Disbursement Journal

Payment of Demands  
Summary of Payments Issued

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/18/15	Accounts Payable	\$ 105,793.60
03/18/15	Accounts Payable	314,610.33
03/19/15	Payroll	278,502.60
03/23/15	Accounts Payable	77,299.31
03/25/15	Accounts Payable	<u>1,991,498.30</u>
	TOTAL	<u>\$ 2,767,704.14</u>

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

  
\_\_\_\_\_  
Tim K. McDermott, Director of Finance

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108158	3/18/2015	10173 AIR CLEANING SYSTEMS INC	31417	50761	LOWER HOSES FOR FIRE STATIONS	345.60
					Total :	345.60
108159	3/18/2015	11419 ANALYTICAL CHEMISTS INC	35160-A	50717	COMPRESSED BREATHING AIR TEST	89.00
					Total :	89.00
108160	3/18/2015	11493 ATKINS NORTH AMERICA INC	1807483	50635	CLIMATE & ENERGY PLANS	2,552.47
					Total :	2,552.47
108161	3/18/2015	10190 AUDIO ASSOCIATES OF SAN DIEGO	11267		COUNCIL CHAMBER AUDIO REPAIR	508.57
					Total :	508.57
108162	3/18/2015	10018 BENCHMARK LANDSCAPE SVCS INC	116986	50918	LANDSCAPE SERVICES	2,474.00
					Total :	2,474.00
108163	3/18/2015	10021 BOUND TREE MEDICAL LLC	81700842 81700843 81702419 81702420 81702421 81702422 81702423 81704270 81707056	50724 50724 50725 50724 50724 50725 50724 50724 50724	EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	43.41 65.12 108.55 652.33 130.25 22.08 20.84 341.04 13.00
					Total :	1,396.62
108164	3/18/2015	10327 CARLIN, TAMMIE	017		INSTRUCTOR PAYMENT	1,920.00
					Total :	1,920.00
108165	3/18/2015	10958 CATERPILLAR FINANCIAL SERVICES	16192173		LEASE PAYMENT #5 - BACKHOE	9,720.55
					Total :	9,720.55
108166	3/18/2015	10032 CINTAS CORPORATION #694	694805203	50815	UNIFORM/PARTS CLEANER RNTL	59.43
					Total :	59.43
108167	3/18/2015	10036 COOPERATIVE PERSONNEL SERVICES	SOP38691		SKILLS ASSESSMENT TEST	200.00

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108167	3/18/2015	10036 COOPERATIVE PERSONNEL SERVIC (Continued)				Total : 200.00
108168	3/18/2015	10038 COSTCO WHOLESALE #403	0403060220849	50728	STATION SUPPLIES	Total : 742.95
108169	3/18/2015	10039 COUNTY MOTOR PARTS COMPANY INC	257415 257809	50944 50944	VEHICLE REPAIR PARTS VEHICLE REPAIR PARTS	Total : 157.06 122.83 279.89
108170	3/18/2015	10358 COUNTY OF SAN DIEGO	15CTOSAN06		SHERIFF RADIOS	Total : 4,845.00 4,845.00
108171	3/18/2015	10486 COUNTY OF SAN DIEGO	03102015		BIKE LANE PROJECT RECORDING FEE	Total : 50.00 50.00
108172	3/18/2015	10333 COX COMMUNICATIONS	052335901		8950 COTTONWOOD AVE	Total : 228.57 228.57
108173	3/18/2015	11168 CTE INC CLARK TELECOM AND	00002253 00002254 00002255	50875 50875 50875	DIG ALERT MARKOUTS STREET LIGHT REPAIRS STREET LIGHT MAINTENANCE	Total : 1,098.56 573.39 491.66 2,163.61
108174	3/18/2015	11208 DION & SONS INC	E12909	50816	VEHICLE SUPPLIES	Total : 167.08 167.08
108175	3/18/2015	10057 ESGIL CORPORATION	3/2/15-3/6/15		SHARE OF FEES	Total : 15,724.58 15,724.58
108176	3/18/2015	11914 FARMERS INSURANCE EXCHANGE	01302015		CLAIM SETTLEMENT	Total : 1,150.34 1,150.34
108177	3/18/2015	10251 FEDERAL EXPRESS	2-959-33512		SHIPPING CHARGES	Total : 47.18 47.18
108178	3/18/2015	10332 FRAZEE INDUSTRIES INC	4199-5	50773	PAINTING SUPPLIES	Total : 84.52 84.52

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108178	3/18/2015	10332 FRAZEE INDUSTRIES INC				84.52
108179	3/18/2015	11935 GALLOWAY, KAREN	14-1333		REFUND OF PERMIT FEES	202.00
108180	3/18/2015	10066 GLOBALSTAR USA LLC	1000000006264310		SATELLITE PHONE SERVICE	202.00
108181	3/18/2015	10662 GOVERNMENT FINANCE OFFICERS	0145468S		GAAFR REVIEW NEWSLETTER	43.98
108182	3/18/2015	10600 HINDERLITER, DE LLAMAS & ASSOC	0023311-IN (1) 0023311-IN (2)	50916	SVC-SALES TAX 1ST QTR 2015 AUDIT-SALES QTR 3 2014	43.98
108183	3/18/2015	11926 HI-TECH SOLAR	14-931		REFUND OF PERMIT FEES	50.00
108184	3/18/2015	10256 HOME DEPOT CREDIT SERVICES	8150057	50818	STATION SUPPLIES	50.00
108185	3/18/2015	10198 HYDRO SCAPE PRODUCTS	9026034-00 9037807-00	50856 50956	IRRIGATION SUPPLIES IRRIGATION SUPPLIES	1,350.00
108186	3/18/2015	11931 LOVCI, STEVEN J	15-048		REFUND OF PERMIT FEES	3,030.28
108187	3/18/2015	10079 MEDICO PROFESSIONAL	1573375 1573376	50869 50869	MEDICAL LINEN SERVICE MEDICAL LINEN SERVICE	4,380.28
108188	3/18/2015	10084 NALCO CAL-WATER LLC	63738	50807	DEIONIZED WATER SERVICE	59.96
108189	3/18/2015	11933 NEW LIFE CONSTRUCTION	15-172		REFUND OF PERMIT FEES	59.96
					<b>Total :</b>	<b>11.25</b>
					<b>Total :</b>	<b>11.25</b>
					<b>Total :</b>	<b>44.26</b>
					<b>Total :</b>	<b>1,758.28</b>
					<b>Total :</b>	<b>1,802.54</b>
					<b>Total :</b>	<b>322.82</b>
					<b>Total :</b>	<b>322.82</b>
					<b>Total :</b>	<b>22.47</b>
					<b>Total :</b>	<b>13.93</b>
					<b>Total :</b>	<b>36.40</b>
					<b>Total :</b>	<b>135.00</b>
					<b>Total :</b>	<b>135.00</b>
					<b>Total :</b>	<b>913.09</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108189	3/18/2015	11933 NEW LIFE CONSTRUCTION				
			(Continued)			
108190	3/18/2015	10218 OFFICE DEPOT	756206506001	50753	PRINTING OF CLASS MATERIALS	41.78
			756206507001	50754	OFFICE SUPPLIES	11.33
			756498578001	50710	OFFICE SUPPLIES	118.25
					<b>Total :</b>	<b>171.36</b>
108191	3/18/2015	10308 O'REILLY AUTO PARTS	2968-380594	50752	VEHICLE SUPPLIES	6.05
			2968-382951	50752	VEHICLE SUPPLIES	40.47
			2968-386203	50752	VEHICLE REPAIR PART	3.23
			2968-386242	50752	VEHICLE SUPPLIES	13.22
					<b>Total :</b>	<b>62.97</b>
108195	3/18/2015	10344 PADRE DAM MUNICIPAL WATER DIST	20122553		10118 MAGNOLIA AVE	28.40
			20123122		MAGNOLIA AVE - RW	39.84
			20123238		MAGNOLIA AVE - RW	28.40
			20124957		MAGNOLIA AVE	57.00
			20126680		10131 MAST BLVD	69.55
			20126706		SAN REMO ESTATES - RW	103.61
			20127372		CONEJO RD	77.13
			20129488		BILTEER DR	43.86
			20157657		CUYAMACA ST	100.79
			20157659		CUYAMACA ST	115.05
			20158652		NE CUYAMACA ST	246.90
			20158731		NW CUYAMACA ST	278.65
			20300090		MAGNOLIA (NORTH EL NOPAL)	39.84
			20302742		10601 MAGNOLIA AVE #1	138.48
			20302746		10605 MAGNOLIA AVE #2	164.13
			20302752		10609 MAGNOLIA AVE #3	279.85
			20302928		MAGNOLIA AVE VLLG	151.65
			20302930		MAGNOLIA (NORTH KERRIGAN)	126.25
			20303048		10629 MAGNOLIA AVE #6	204.60
			20303136		10625 MAGNOLIA AVE #7	213.73
			20303146		10613 MAGNOLIA AVE #4	270.73
			20303156		10617 MAGNOLIA AVE #5	223.98
			20303166		10621 MAGNOLIA AVE #8	195.48
			20303202		MAGNOLIA AVE 7&8	34.78

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108195	3/18/2015	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued)			
			20303628		MAGNOLIA AVE	43.86
			20303846		MAGNOLIA AVE	208.80
			20316111		EL NOPAL JULIO	138.90
			20352468		EUCALYPTUS CT	31.16
			20402775		10210 WOODGLEN VISTA - RW	898.69
			20402857		WOODGLEN VISTA DR - RW	784.29
			20403145		WOODLGEN VISTA DR	256.40
			20434525		PRINCESS JOANN RD	120.06
			20902014		TOWN CENTER PKY - RW	223.73
			20902021		TOWN CENTER PKY - RW	172.25
			20902023		TOWN CENTER PKY - RW	132.21
			20902032		170 TOWN CENTER PKY - RW	220.91
			20902134		TOWN CENTER PKY - RW	338.13
			20902136		TOWN CENTER PKY - RW	137.93
			20902205		TOWN CENTER PKY - RW	95.07
			20902461		TOWN CENTER PKY - RW	452.53
			20903888		CUYAMACA ST FLD	1,436.57
			20903892		CUYAMACA ST	784.29
			20903954		S FIELDS # 1 TWN CENTER	1,190.41
			20903956		S FIELDS # 2 TWN CENTER	1,041.69
			20903958		S FIELDS # 3 TWN CENTER	1,190.41
			20904454		RIVERWALK DR	938.73
			20905700		550 PARK CENTER DR	242.81
			20905720		550 PARK CENTER DR	100.85
			20905730		550 PARK CENTER DR	100.85
			20906564		MAST BLVD	40.95
			20910090		TOWN CENTER PKY	112.23
			20930458		MAGNOLIA AVE - RW	198.03
			20931659		MAGNOLIA AVE - RW	28.40
			20931731		MAGNOLIA AVE & S BRAVERMAN	28.40
			20960110		MISSION CREEK DR	438.27
			20962784		MISSION CREEK TOWNHOMES	192.31
			20964110		99 WILLOW POND RD - RW	283.83
			20965043		102 RIVER PARK DR - RW	260.95
			20971810		RIVER PARK DR	727.09
			20971812		RIVER PARK DR	77.91

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108195	3/18/2015	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued)			
			20972190		RIVER PARK DR	850.11
			20972390		RIVER PARK DR - RW	123.67
			20972985		RIVER PARK DR - RW	152.27
			21000894		MISSION GORGE RD	198.03
			21002705		9534 VIA ZAPADOR	462.62
			21010397		MISSION GORGE RD	180.87
			21013462		MISSION GORGE & FANITA DR	62.72
			21015591		GLEN OAKS WAY	34.12
			21502414		PROSPECT AVE/ CLIFFORD HGTS	86.71
			21503082		PROSPECT CT	56.56
			21506676		MISSION GORGE RD	432.55
			21509881		BIG ROCK RD	1,116.05
			22001782		MISSION GORGE RD	441.35
			22108500		8115 ARLETTE ST	122.44
			22108550		BIG ROCK RD	185.14
			22500472		8915 CARLTON HILLS BLVD	46.67
			23000004		CARLTON HILLS BLVD	752.13
			23000020		CARLTON HILLS BLVD	40.95
			23000231		9329 LAKE CANYON RD	51.28
			23000755		9413 CARLTON HILLS BLVD	100.79
			23001898		9555 CARLTON HILLS BLVD	115.31
			23003384		9457 MAST BLVD	52.39
			23036584		9496 MAST BLVD	34.12
			23037089		9518 MAST BLVD	51.28
			23037565		9557 MAST BLVD	86.71
			23038028		9643 MAST BLVD	140.83
			23048037		PENNYWOOD RD - RW	40.95
			23048315		9705 CARLTON HILLS BLVD	40.95
			23050931		9776 CARLTON HILLS BLVD	40.95
			23052603		9809 CARLTON HILLS BLVD	45.56
			23106288		9721 MAST BLVD	45.56
			23106864		9793 MAST BLVD	129.39
			23200646		9313 LAKE CANYON RD	34.12
			23201051		9231 LAKE CANYON RD	58.11
			23305937		9000 MAST BLVD NE	86.45
			23500006		CARLTON OAKS DR	60.75

Voucher List  
CITY OF SANTEE

Bank code : ubqen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108195	3/18/2015	10344 PADRE DAM MUNICIPAL WATER DIST	(Continued)			
			23500010		CALLE DEL LAGO - MED	278.60
			23500117		9310 FANITA PKY	59.66
			23500521		9310 CARLTON OAKS DR	688.93
			23607107		MAST BLVD EAST	92.17
			23607133		MAST BLVD WEST	86.45
			23607136		8750 MAST BLVD	486.24
			23607138		MAST BLVD	2,046.62
			24200549		8950 COTTONWOOD AVE	292.41
			24202225		MAGNOLIA @ MISSION GORGE	28.40
			24204686		PROSPECT @ MAGNOLIA - RW	98.15
			24204976		MAGNOLIA @ PROSPECT - RW	108.48
			24204987		PROSPECT @ MAGNOLIA	40.95
			24205292		PROSPECT @ MAGNOLIA - RW	40.95
			24213058		10355 MISSION GORGE RD	103.05
			24215485		PROSPECT AVE POC #4 MTR C	97.89
			24215491		PROSPECT AVE POC #4 MTR D	137.93
			24216037		PROSPECT AVE POC #4 MTR B	86.45
			24301350		CALA LILY ST	456.16
			26007501		WOODSIDE @ NORTHCOTE	31.16
			26012480		9161 SHADOW HILL RD	262.02
			26508965		DIAMONBACK DR	31.16
			29701296		SANTEE AREA - FLOATER	158.00
			40000081		RAILROAD AVENUE	75.61
			40000097		MISSION GORGE RD - MED	31.16
					<b>Total :</b>	<b>29,281.64</b>
108196	3/18/2015	10241 JAN SHERAR	02152015		PETTY CASH REIMBURSEMENT	157.06
			03042015		PETTY CASH REIMBURSEMENT	168.75
					<b>Total :</b>	<b>325.81</b>
108197	3/18/2015	11936 RESCUE ROOTER	15-255		REFUND OF PERMIT FEES	87.46
					<b>Total :</b>	<b>87.46</b>
108198	3/18/2015	10487 SIEMENS INDUSTRY INC	5610008381	50889	TRAFFIC SIGNAL MAINTENANCE	2,679.00
			5620006016	50889	TRAFFIC SIGNAL CALL OUTS	2,588.69

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108198	3/18/2015	10487 SIEMENS INDUSTRY INC				
108199	3/18/2015	10217 STAPLES ADVANTAGE	3257693832	50741	OFFICE SUPPLIES	5,267.69
108200	3/18/2015	11152 TERRY SHAW PAINTING	11	50884	PAINTING SERVICES	296.11
108201	3/18/2015	10158 THE SOCO GROUP INC	0112298-IN 0125189-IN 0138427-IN CL34216	50927 50786 50786 50927	FUEL DELIVERED FUEL DELIVERED FUEL FLEET CARD FUELING	296.11 4,894.21 4,894.21
108202	3/18/2015	10431 TOWN & COUNTRY PRINTERS	51272 51274		ENCROACHMENT PERMIT FORMS BLUEGRASS FESTIVAL TICKETS	67.97 915.90 1,412.92 1,236.56 3,633.35
108203	3/18/2015	10753 TYCO INTEGRATED SECURITY LLC	23907196	50923	SECURITY SYSTEM MAINTENANCE	346.77
108204	3/18/2015	10257 TYLER TECHNOLOGIES INC	045-128042	24171	INTEGRATED FIN MGMT SUPPORT	123.31
108205	3/18/2015	10475 VERIZON WIRELESS	9740903718		WIFI SERVICE	470.08
108206	3/18/2015	10232 XEROX CORPORATION	078247399 078247400 078485518	50796 50794 50742	COPY CHARGES & LEASE COPY CHARGES COPY CHARGES & LEASE	725.17 725.17
46 Vouchers for bank code : ubgen						6,666.78
46 Vouchers in this report						6,666.78
<b>Bank total :</b>						<b>539.78</b>
<b>Total vouchers :</b>						<b>539.78</b>
<b>Bank total :</b>						<b>105,793.60</b>
<b>Total vouchers :</b>						<b>105,793.60</b>

Voucher List  
CITY OF SANTEE

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
---------	------	--------	---------	------	-------------	--------

Prepared by:   
Date: 07/18/2015

Approved by:   
Date: 3-18-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108207	3/18/2015	10208 ANTHEM BLUE CROSS	March 2015		EMPLOYEE ASSISTANCE PROGRAM	253.08
					<b>Total :</b>	<b>253.08</b>
108208	3/18/2015	10334 CHLIC	March 2015		HEALTH INSURNCE	151,843.33
					<b>Total :</b>	<b>151,843.33</b>
108209	3/18/2015	10844 FRANCHISE TAX BOARD	PPE 03/11/15 PPE 03/11/15A		WITHHOLDING ORDER WITHHOLDING ORDER	110.00
					<b>Total :</b>	<b>591.75</b>
					<b>Total :</b>	<b>701.75</b>
108210	3/18/2015	10508 LIFE INSURANCE COMPANY OF	March 2015		LIFE INSURANCE	2,515.99
					<b>Total :</b>	<b>2,515.99</b>
108211	3/18/2015	10779 NATIONAL BENEFIT SERVICES LLC	PPE 03/11/15		FLEXIBLE SPENDING ACCOUNT	2,108.21
					<b>Total :</b>	<b>2,108.21</b>
108212	3/18/2015	10784 NATIONAL UNION FIRE INSURANCE	March 2015		VOLUNTARY AD&D	123.11
					<b>Total :</b>	<b>123.11</b>
108213	3/18/2015	10353 PERS	03 15 3		RETIREMENT PAYMENT	118,520.27
					<b>Total :</b>	<b>118,520.27</b>
108214	3/18/2015	10335 SAN DIEGO FIREFIGHTERS FEDERAL	March 2015		LONG TERM DISABILITY-SAFETY	877.50
					<b>Total :</b>	<b>877.50</b>
108215	3/18/2015	10424 SANTEE FIREFIGHTERS	PPE 03/11/15		DUES/PEC/BC EXPENSES	2,162.49
					<b>Total :</b>	<b>2,162.49</b>
108216	3/18/2015	10783 UNITED WAY OF SAN DIEGO COUNTY	March 2015		UNITED WAY	102.00
					<b>Total :</b>	<b>102.00</b>
108217	3/18/2015	10001 US BANK	PPE 03/11/15		PARS RETIREMENT	845.44
					<b>Total :</b>	<b>845.44</b>
108218	3/18/2015	10959 VANTAGE TRANSFER AGENT/457	ICMA PPE 03/11/15		ICMA - 457	27,695.76

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
108218	3/18/2015	10959	VANTAGE TRANSFER AGENT/457	(Continued)		27,695.76
108219	3/18/2015	10782	VANTAGEPOINT TRNSFR AGT/801801	PPE 03/11/15	RETIREE HEALTH SAVINGS ACCOUNT	6,861.40
13 Vouchers for bank code : ubgen						6,861.40
13 Vouchers in this report						314,610.33
Total :						314,610.33
Bank total :						314,610.33
Total vouchers :						314,610.33

Prepared by:   
 Date: 03/18/2015  
 Approved by:   
 Date: 3-18-15

Bank code : ubgen

Voucher	Date	Vendor	Invoice	PO #	Description	Amount
32391	3/23/2015	10955 DEPARTMENT OF THE TREASURY	PPE 03/11/15		FEDERAL WITHHOLDING TAX	60,310.91
					<b>Total :</b>	<b>60,310.91</b>
32718	3/23/2015	10956 FRANCHISE TAX BOARD	PPE 03/11/15		CA STATE TAX WITHHELD	16,988.40
					<b>Total :</b>	<b>16,988.40</b>
					<b>Bank total :</b>	<b>77,299.31</b>
					<b>Total vouchers :</b>	<b>77,299.31</b>

2 Vouchers for bank code : ubgen

2 Vouchers in this report

Prepared by:   
 Date: 03/24/2015

Approved by:   
 Date: 3-25-15

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108220	3/25/2015	11445 AMERICAN MESSAGING	L1072898PC		FD PAGER SERVICE	115.57
					<b>Total :</b>	<b>115.57</b>
108221	3/25/2015	10062 BATHRICK, FRANK T	03192015A		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
108222	3/25/2015	10018 BENCHMARK LANDSCAPE SVCS INC	116576 117104	50915	LANDSCAPE SERVICES SD RIVER TRAIL TREE REPLACEMENT	9,811.37 591.00
					<b>Total :</b>	<b>10,402.37</b>
108223	3/25/2015	10020 BEST BEST & KRIEGER LLP	LEGAL SVCS FEB 2015		LEGAL SERVICES FEB 2015	49,115.25
					<b>Total :</b>	<b>49,115.25</b>
108224	3/25/2015	10021 BOUND TREE MEDICAL LLC	81708444 81709923 81709924 81711492 81711493	50724 50724 50724 50724 50725	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES PHARMACEUTICALS	164.15 293.77 57.73 17.72 82.33
					<b>Total :</b>	<b>615.70</b>
108225	3/25/2015	10526 BPR INC	1772	50934	SIDEWALK GRINDING	16,978.85
					<b>Total :</b>	<b>16,978.85</b>
108226	3/25/2015	11863 BRADLEY, NICK	03192015B		COMMISSION STIPEND	50.00
					<b>Total :</b>	<b>50.00</b>
108227	3/25/2015	10098 BURNER, RONALD	22815	50714	ATHLETIC FIELD COORDINATION	2,083.34
					<b>Total :</b>	<b>2,083.34</b>
108228	3/25/2015	10767 CALIFORNIA ACRYLIC AND GLASS	150080	50841	ACRYLIC GLASS FOR KIOSK	313.20
					<b>Total :</b>	<b>313.20</b>
108229	3/25/2015	10876 CANON SOLUTIONS AMERICA INC	988414885 988417831	50719 50719	SCANNER MAINTENANCE PLOTTER MAINT & USAGE	55.13 17.23
					<b>Total :</b>	<b>72.36</b>
108230	3/25/2015	10299 CARQUEST AUTO PARTS	11102-355574	50727	VEHICLE SUPPLIES	233.81

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108230	3/25/2015	10299 CARQUEST AUTO PARTS	(Continued) 11102-355586	50727	VEHICLE SUPPLIES	70.20
					<b>Total :</b>	<b>304.01</b>
108231	3/25/2015	10031 CDW GOVERNMENT LLC	ST07509	50975	COMPUTERS	4,849.30
					<b>Total :</b>	<b>4,849.30</b>
108232	3/25/2015	10032 CINTAS CORPORATION #694	694807647	50815	UNIFORM/PARTS CLEANER RNTL	64.38
					<b>Total :</b>	<b>64.38</b>
108233	3/25/2015	11040 CIRCULATE SAN DIEGO	24-FINAL	50314	SAFE ROUTES TO SCHOOL PLAN	1,342.19
					<b>Total :</b>	<b>1,342.19</b>
108234	3/25/2015	11330 CLEANSTREET	77465	50832	STREET SWEEPING	14,686.10
					<b>Total :</b>	<b>14,686.10</b>
108235	3/25/2015	10039 COUNTY MOTOR PARTS COMPANY INC	258388	50944	VEHICLE REPAIR PARTS	62.49
					<b>Total :</b>	<b>62.49</b>
108236	3/25/2015	10333 COX COMMUNICATIONS	063453006 066401501		9534 VIA ZAPADOR 10601 N MAGNOLIA AVE	294.63 31.38
					<b>Total :</b>	<b>326.01</b>
108237	3/25/2015	10142 CSA SAN DIEGO COUNTY	283 289	50909 50909	CDBG SUBRECIPIENT CDBG SUBRECIPIENT	673.06 672.04
					<b>Total :</b>	<b>1,345.10</b>
108238	3/25/2015	10188 CURTO CONSTRUCTION COMPANY	82-1 82-1R	50982	RIVER TRAIL EXTENSION RETENTION	24,680.00 -1,234.00
					<b>Total :</b>	<b>23,446.00</b>
108239	3/25/2015	10043 D & D SERVICES INC	74307	50837	ANIMAL DISPOSAL	1,235.00
					<b>Total :</b>	<b>1,235.00</b>
108240	3/25/2015	11393 ENTENMANN-ROVIN COMPANY	0106355-IN		FIRE CAPTAIN BADGE REFINISHIN	178.70
					<b>Total :</b>	<b>178.70</b>
108241	3/25/2015	10056 EPIC PEST CONTROL & LANDSCAPE	1EPC9224	50881	PEST CONTROL SERVICES	700.38

Bank code : ubgen									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Total :	Amount		
108241	3/25/2015	10056	10056 EPIC PEST CONTROL & LANDSCAPE (Continued)				700.38		
108242	3/25/2015	10057	ESGIL CORPORATION						
			01154149		FIRE PLAN REVIEW-01/2015	Total :	1,188.00		
			01154156		FIRE INSPECTIONS-01/2015		332.00		
			02154179		FIRE PLAN REVIEW-02/2015		684.00		
			02154189		FIRE INSPECTIONS-02/2015		830.00		
			12144112		FIR PLAN REVIEW-12/2014		1,305.00		
			12144122		FIRE INSPECTIONS-12/2014		747.00		
			3/9/15-3/13/15		SHARE OF FEES	Total :	7,752.14		
						Total :	12,838.14		
108243	3/25/2015	10580	FASTENAL COMPANY	50771	YARD SUPPLIES		4.13		
			CAS169813	50771	YARD SUPPLIES	Total :	24.00		
108244	3/25/2015	10251	FEDERAL EXPRESS	2-966-49508	SHIPPING CHARGES	Total :	89.22		
108245	3/25/2015	11196	HD SUPPLY FACILITIES	03252014 CITY PYMT	LOCATION AGREEMENT PAYMENT	Total :	477,594.13		
108246	3/25/2015	10256	HOME DEPOT CREDIT SERVICES	5024311	STATION SUPPLIES		20.93		
			8150458	50818	STATION SUPPLIES	Total :	13.82		
108247	3/25/2015	10246	HUDSON SAFETY T LITE RENTALS	00029151	SD RIVER TRAIL	Total :	654.00		
108248	3/25/2015	10198	HYDRO SCAPE PRODUCTS	9043318-00	IRRIGATION SUPPLIES	Total :	1,140.81		
108249	3/25/2015	11833	IO ENVIRONMENTAL AND	05	SAN DIEGO RIVER TRAIL		327,033.86		
			05R	50942	RETENTION	Total :	-16,351.69		
108250	3/25/2015	10075	IRON MOUNTAIN INFO MGMT INC	200559327	OFF-SITE DATA STORAGE		178.28		
			9CD2925	50842	OFF SITE STORAGE	Total :	406.45		

Voucher List  
CITY OF SANTEE

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108250	3/25/2015	10075 IRON MOUNTAIN INFO MGMT INC	(Continued)			
108251	3/25/2015	11233 JIMMIE JOHNSON'S KEARNY MESA	385982	50747	VEHICLE REPAIR PART	584.73
			CTCS389422	50747	VEHICLE REPAIR	5.24
					<b>Total :</b>	<b>1,953.70</b>
108252	3/25/2015	11939 LOERA, MARCELA	2003150.001		RECREATION REFUND	1,958.94
					<b>Total :</b>	<b>554.00</b>
108253	3/25/2015	11938 MCNAMARA, JENNIFER	2003149.001		RECREATION REFUND	36.00
					<b>Total :</b>	<b>36.00</b>
108254	3/25/2015	10079 MEDICO PROFESSIONAL	1577418	50869	MEDICAL LINEN SERVICE	22.47
			1577419	50869	MEDICAL LINEN SERVICE	13.93
					<b>Total :</b>	<b>36.40</b>
108255	3/25/2015	10410 MILLER, DAVID JOSEPH	03272015		DJ SERVICES	200.00
					<b>Total :</b>	<b>200.00</b>
108256	3/25/2015	10161 PRIZM JANITORIAL SERVICES INC	9301	50866	JANITORIAL SERVICES	2,620.55
					<b>Total :</b>	<b>2,620.55</b>
108257	3/25/2015	10101 PROFESSIONAL MEDICAL AND	Z976335	50777	OXYGEN CYLINDERS & REFILLS	42.75
			Z976336	50777	OXYGEN CYLINDERS & REFILLS	140.00
			Z976337	50777	OXYGEN CYLINDERS & REFILLS	44.70
			Z976338	50777	OXYGEN CYLINDERS & REFILLS	183.00
					<b>Total :</b>	<b>410.45</b>
108258	3/25/2015	10095 RASA	4824	50861	MAP CHECK	650.00
			4825	50861	MAP CHECK	305.00
					<b>Total :</b>	<b>955.00</b>
108259	3/25/2015	10606 S.D. COUNTY SHERIFF'S DEPT.	SHERIFF JAN 2015		LAW ENFORCEMENT JAN 2015	1,019,052.70
					<b>Total :</b>	<b>1,019,052.70</b>
108260	3/25/2015	11638 SAVMART PHARMACEUTICAL	588817	50856	PHARMACEUTICALS	43.50
					<b>Total :</b>	<b>43.50</b>

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
108261	3/25/2015	10585 SHARP REES-STEALY MEDICAL	281		ANNUAL FF PHYSICALS	6,865.00
			2811297598	50809	DMV EXAM	59.00
			2811297602	50809	DMV EXAM	59.00
					<b>Total :</b>	<b>6,983.00</b>
108262	3/25/2015	11943 SO CORE ENERGY LLC	CD14022S		REFUNDABLE SECURITY	18,538.80
					<b>Total :</b>	<b>18,538.80</b>
108263	3/25/2015	10314 SOUTH COAST EMERGENCY VEHICLE	474870	50782	VEHICLE REPAIR PART	29.02
					<b>Total :</b>	<b>29.02</b>
108264	3/25/2015	10217 STAPLES ADVANTAGE	3258242009	50872	OFFICE SUPPLIES	68.63
					<b>Total :</b>	<b>68.63</b>
108265	3/25/2015	11152 TERRY SHAW PAINTING	12	50884	PAINTING SERVICES	464.74
					<b>Total :</b>	<b>464.74</b>
108266	3/25/2015	10126 THE LIGHTHOUSE INC	0126122	50756	VEHICLE REPAIR PART	40.72
					<b>Total :</b>	<b>40.72</b>
108267	3/25/2015	10158 THE SOCO GROUP INC	0139808-IN CL34522	50811 50927	PROPANE FLEET CARD FUELING	36.03 1,475.67
					<b>Total :</b>	<b>1,511.70</b>
108268	3/25/2015	10431 TOWN & COUNTRY PRINTERS	51270 51273 51283		BUILDING INSPECTION FORMS GRADING PERMIT FORMS BUILDING INSPECTION FORMS	334.43 184.59 172.85
					<b>Total :</b>	<b>691.87</b>
108269	3/25/2015	10165 TRADAM ENTERPRISES INC	0215SRP		INSTRUCTOR PAYMENT	924.00
					<b>Total :</b>	<b>924.00</b>
108270	3/25/2015	10133 UNDERGROUND SERVICE ALERT	220150666	50720	DIG ALERT SERVICES	144.00
					<b>Total :</b>	<b>144.00</b>
108271	3/25/2015	10692 UNITED PARCEL SERVICE	000006150X115		SHIPPING CHARGES	8.60
					<b>Total :</b>	<b>8.60</b>

Voucher	Bank code :	ubgen	Date	Vendor	Invoice	PO #	Description/Account	Amount
108272			3/25/2015	10978 US BANK	3908669		CDC TAB/2005 SERIES A	1,410.00
					3908670		LEASE REV BONDS SERIES 2005	1,260.00
							<b>Total :</b>	<b>2,670.00</b>
108273			3/25/2015	10326 WESCO INC	025975	50900	ELECTRICAL SUPPLIES	23.09
							<b>Total :</b>	<b>23.09</b>
108274			3/25/2015	10137 WILLIAMS, RUSTY	03192015C		COMMISSION STIPEND	50.00
							<b>Total :</b>	<b>50.00</b>
108275			3/25/2015	10797 WILSON, LEE	12112014E		COMMISSION STIPEND	50.00
							<b>Total :</b>	<b>50.00</b>
108276			3/25/2015	10317 WM HEALTHCARE SOLUTIONS INC	0296697-2793-4	50793	BIOMEDICAL WASTE DISPOSAL	92.69
					0296698-2793-2	50793	BIOMEDICAL WASTE DISPOSAL	92.63
							<b>Total :</b>	<b>185.32</b>
108277			3/25/2015	10232 XEROX CORPORATION	078485520	50871	COPY CHARGES	92.87
					078485521	50701	COPY CHARGES	257.99
					078485522	50795	COPY CHARGES	51.87
					078485523	50704	COPY CHARGES & LEASE	248.43
					078485524	50957	COPY CHARGES & LEASE	142.74
					078485525	50868	COPY CHARGES & LEASE	265.01
					078485526	50831	COPY CHARGES & LEASE	205.98
							<b>Total :</b>	<b>1,264.89</b>

58 Vouchers for bank code : ubgen

58 Vouchers in this report

Bank total : 1,991,498.30

Total vouchers : 1,991,498.30

Prepared by:   
Date: 03/24/2015

Approved by:   
Date: 3-24-15

City of Santee  
**COUNCIL AGENDA STATEMENT**

1D

**MEETING DATE** April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE** RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK SEALING PROGRAM 2015 PROJECT (CIP 2015-08)

**DIRECTOR/DEPARTMENT** Melanie Kush, Development Services 

**SUMMARY**

This item requests City Council to award the construction contract for the Citywide Crack Sealing Program 2015 Project (CIP 2015-08) to American Asphalt South, Inc. in the amount of \$61,509.50.

This project will place crack sealing in advance of the Citywide Pavement Repair and Rehabilitation Program, which is scheduled for Summer 2015. The project neighborhoods are in various locations throughout the City (refer to attached street list).

On March 25, 2015, three bids were received and opened, with a low bid of \$61,509.50 submitted by American Asphalt South, Inc. Upon review by staff, the bid submitted by American Asphalt South, Inc., in the amount of \$61,509.50, has been deemed a responsive and responsible bid and was 38.49% lower than the Engineer's Estimate of \$100,000.

Staff also requests authorization for the Director of Development Services to approve change orders in an amount of \$6,150.00 for unforeseen items and additional work.

**ENVIRONMENTAL REVIEW**

The proposed improvements and removal/replacements result in no expansion of use. Pursuant to the California Environmental Quality Act (CEQA) guidelines, a Categorical Exemption is provided in Section 15301(c) for maintenance to existing facilities, utilities, streets and similar facilities for replacement of existing utilities and facilities with no expansion in capacity.

**FINANCIAL STATEMENT** 

This project is included in the adopted Capital Improvement Program budget as part of the Pavement Repair and Rehabilitation Citywide project. Funding for this project is provided by TransNet.

Contract Award	\$ 61,509.50
Project Design	2,334.45
Project Inspection and Management	4,500.00
Change Order Contingency	<u>6,150.00</u>
Total Project Budget	<u>\$ 74,493.95</u>

**CITY ATTORNEY REVIEW**

N/A

Completed

**RECOMMENDATION** 

Adopt the Resolution awarding the construction contract for the Citywide Crack Sealing Program 2015 Project to American Asphalt South, Inc. for a total amount of \$61,509.50, authorizing the Director of Development Services to approve change orders in an amount not to exceed \$6,150.00.

**ATTACHMENTS**

Resolution

Bid Summary Chart

Street List

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA  
AWARDING THE CONSTRUCTION CONTRACT FOR THE CITYWIDE CRACK  
SEALING PROGRAM 2015 PROJECT, (CIP 2015-03)**

**WHEREAS**, the City Clerk, on the 25<sup>th</sup> day of March, 2015 publicly opened and examined sealed bids for the Citywide Crack Sealing Program 2015 Project, (CIP 2015-03) ("Project"); and

**WHEREAS**, the lowest received bid was submitted by American Asphalt South, Inc. in the amount of \$61,509.50; and

**WHEREAS**, American Asphalt South, Inc. was found to be the lowest responsive and responsible bidder with their total bid amount of \$61,509.50; and

**WHEREAS**, staff recommends awarding the construction contract to American Asphalt South, Inc. in the amount of \$61,509.50; and

**WHEREAS**, staff requests authorization to expend \$6,150.00 for unforeseen change orders and additional work; and

**WHEREAS**, the project is categorically exempt from environmental review by sections 15301(c) of the Guidelines to the California Environmental Quality Act.

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

**SECTION 1:** The construction contract for the Citywide Crack Sealing Program 2015 Project, (CIP 2015-03) is awarded to American Asphalt South, Inc. as the lowest responsive and responsible bidder in the amount of \$61,509.50 and the City Manager is authorized to execute the contract on behalf of the City.

**SECTION 2:** The Director of Development Services is authorized to approve change orders in an amount not to exceed \$6,150.00 for unforeseen items and additional work.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular meeting thereof held this 8th day of April, 2015 by the following roll call vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

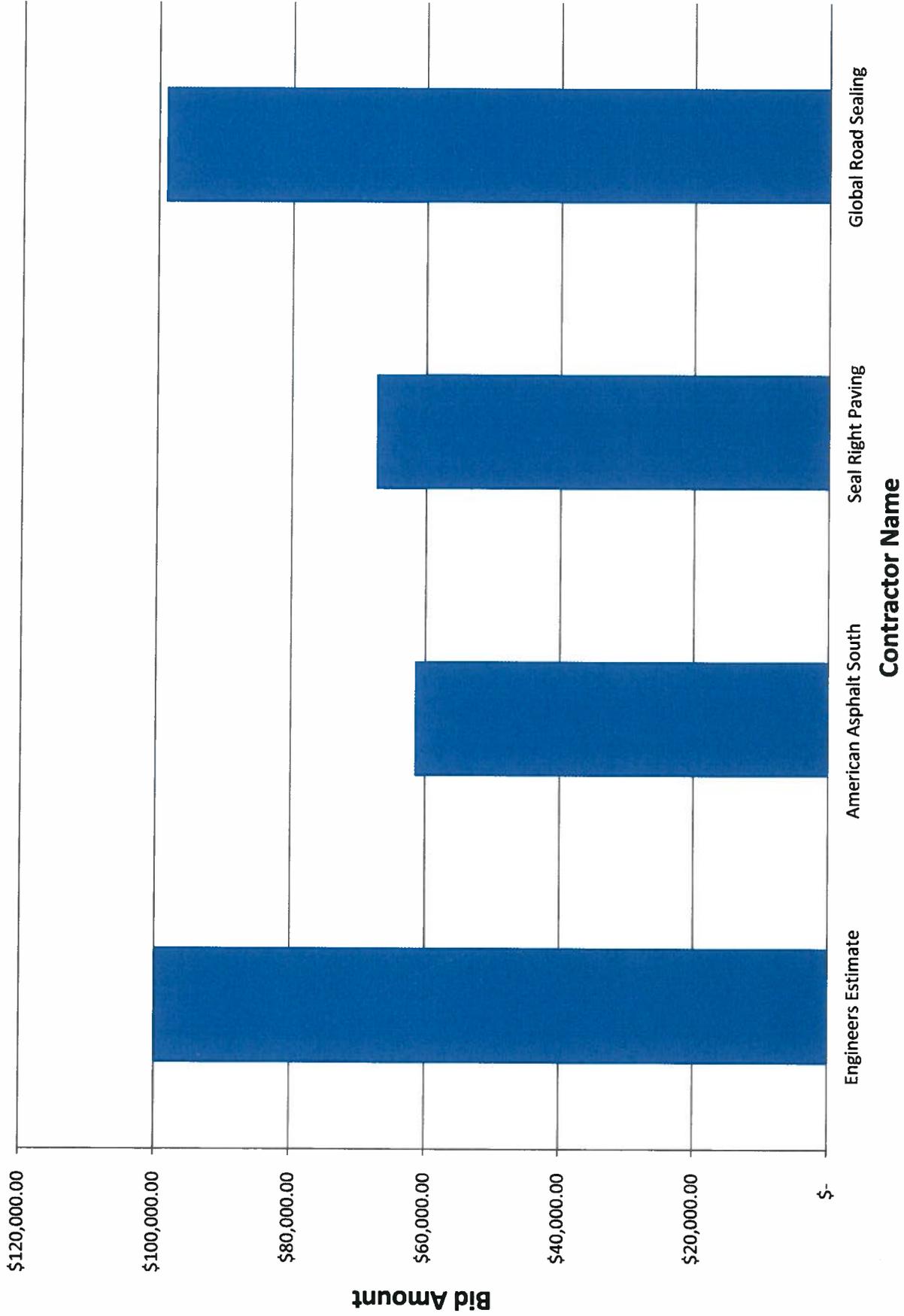
**APPROVED:**

\_\_\_\_\_  
**RANDY VOEPEL, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**PATSY BELL, CMC, CITY CLERK**

# Citywide Crack Sealing Program 2015



<b>Zone BJ</b>		
Street Name	From	To
Ironwood Ave	Princess Joann	Woodglen Vista
Princess Arlene Dr	Princess Joann	Alphonse
Princess Marcie Dr	Princess Joann	Princess Arlene
Alphonse St	Ironwood	Magnolia
Kerrigan St	Alphonse	Magnolia
Prince Jed Ct	Princess Arlene	End
Princess Sarit Wy	Kerrigan	End
Michala Pl	Kerrigan	End
Princess Joann Rd	Ironwood	Magnolia

<b>Zone BC</b>		
Street Name	From	To
Wycliffe St	Keith	End
Trenchard St	Felix	End
Felix Dr	Wycliffe	Lafe
Princess Joann Rd	Ironwood	End
Keith St	Princess Joann	Lafe
Sanfred Ct	Lafe	End
Lafe Dr	Ironwood	End

<b>Zone AF</b>		
Street Name	From	To
Strathmore Dr	Ganley	End
Birchcrest Blvd	Fanita Pkwy	End
Caldwell Rd	Ganley	Birchcrest
Ganley	Fanita Pkwy	End
Lasso Way	Caldwell	End

<b>Zone AC</b>		
Street Name	From	To
Settle Rd	Lake Canyon	Carita
Celita Ct	Settle	End
Settle Ct	Settle	End
Highdale Rd	Carita	End
Galston Dr	Carlton Hills	Settle
Bellagio Rd	Highdale	Settle
Carita Rd	Carlton Hills	Settle
Carita Ct	Settle	End

<b>Zone DA</b>		
Street Name	From	To
Magnolia Park Dr	Mast	South End
Bilteer Dr	Mast	South End
Bilteer Ct	Bilteer	10071 Bilteer Ct
Conejo Rd	Mast	South End
Conejo Pl	Conejo Rd	End

City of Santee  
**COUNCIL AGENDA STATEMENT**

1E

**MEETING DATE** April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE** AUTHORIZE EXECUTION OF AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S CALIFORNIA IDENTIFICATION SYSTEM (CAL-ID) REMOTE ACCESS NETWORK

**DIRECTOR/DEPARTMENT** Kathy Valverde, Assistant to the City Manager *KV*

**SUMMARY**

The California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints and photos. This system is known as the California Identification System (CAL-ID). Remote access is available for local law enforcement agencies through a statewide network of equipment and procedures. The San Diego County Sheriff's Department is the City's proprietary agency for accessing and utilizing this system.

The City of Santee has participated in the CAL-ID program through a user agreement with the Sheriff's Department since 1985, and it remains an integral part of the City's overall law enforcement efforts. Annual operating costs for the program are shared by cities in the County and are based on a percentage of the City's population in combination with the City's percentage of FBI crimes. CAL-ID services and costs are not included as part of the City's general law enforcement contract with the Sheriff's Department, but are budgeted separately within the law enforcement budget.

The term of the Agreement is five years, effective July 1, 2014 through June 30, 2019, with an option to terminate if necessary with one-year advance written notice.

**FINANCIAL STATEMENT** *m*

The Fiscal Year 2014-15 cost for participation in the CAL-ID program is \$12,300. Funds are available and have been appropriated as part of the adopted Operating Budget. Costs are adjusted annually.

**CITY ATTORNEY REVIEW**  N/A  Completed

**RECOMMENDATION** *AVD*

Authorize the City Manager to execute the five-year CAL-ID Agreement with the San Diego County Sheriff's Department.

**ATTACHMENTS**

CAL-ID Agreement

**AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S  
CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK**

THIS AGREEMENT ("Agreement") is made and entered into this first day of July, 2014, by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the City of Santee, a municipal corporation, hereinafter referred to as the "CITY."

**RECITALS**

- A. The state of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, said system being known as the California Identification System and Cal-Photo, and hereinafter referred to as "CAL-ID."
- B. The California Penal Code, Section 11112.1 et seq. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to CAL-ID.
- C. The San Diego County Sheriff's Department, hereinafter referred to as "SHERIFF," is the COUNTY'S proprietary agency for San Diego County's California Identification System/Remote Access Network, hereinafter referred to as "CAL-ID/RAN."
- D. The COUNTY's CAL-ID/RAN is governed by the COUNTY's Local CAL-ID/RAN BOARD, established pursuant to Section 11112.4 of the California Penal Code, and hereinafter referred to as the "RAN BOARD."
- E. CAL-ID/RAN provides tenprint, latent fingerprint, latent palm print, and photo identifications through the use of Local Input Terminals, hereinafter referred to as "LIT's."
- F. The CITY desires to participate in CAL-ID/RAN.

NOW, THEREFORE, the parties hereto agree that the COUNTY shall provide CAL-ID/RAN services for the CITY through the SHERIFF's LIT site, subject to the following terms and conditions.

**1. SCOPE OF SERVICE**

SHERIFF shall provide CAL-ID/RAN services for the CITY, including all tenprint, fingerprint, palm print, and photo inquiries.

## **2. CALCULATION AND PAYMENT OF CAL-ID OPERATIONAL COSTS**

- 2.1. Ongoing CAL-ID Operational Costs shall include those costs needed to maintain the CAL-ID Program. This includes but is not limited to:
  - 2.1.1. Support personnel costs.
  - 2.1.2. Equipment costs.
  - 2.1.3. Equipment maintenance.
  - 2.1.4. Vehicle costs.
  - 2.1.5. Information technology telecommunication maintenance.
  - 2.1.6. Services and supplies.
  - 2.1.7. Overhead.
  - 2.1.8. The cost for replacing the equipment amortized over ten years.
  - 2.1.9. Funding for system enhancements authorized by the RAN BOARD.
  - 2.1.10. Other costs necessary for the operation for CAL-ID as authorized by the RAN BOARD.
- 2.2. The COUNTY will adjust the CAL-ID Operational Costs annually.
- 2.3. The COUNTY may make a General Fund Contribution to offset CAL-ID Operational Costs.
- 2.4. The RAN BOARD may authorize the transfer of funds from the Sheriff's Fingerprint ID Trust Fund to offset Trust Fund-qualified CAL-ID Operational Costs.
- 2.5. Annual CAL-ID Operational Cost minus any Sheriff's Fingerprint ID Trust Fund contributions equals the annual net CAL-ID Operational Costs.

## **3. CITY COST**

The CITY shall reimburse the COUNTY for its proportional share of the annual net CAL-ID Operational Costs associated with CAL-ID/RAN, based upon the following formula:

- 3.1. The CITY'S CAL-ID Cost Allocation Percentage is the mean of the CITY'S percentage of total county population and the CITY'S percentage of Number of FBI Crimes.
  - 3.1.1. The CITY'S percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) most recent issue of "Population by Jurisdiction," contained in SANDAG "Thirty Years of Crime in the San Diego Region" report, which is published annually.
  - 3.1.2. The CITY'S percentage of Number of FBI Crimes shall be based on SANDAG's most recent issue of "Number of FBI Index Crimes by Jurisdiction," contained in "Thirty Years of Crime in the San Diego Region" report, which is published annually.

- 3.2. This percentage shall be adjusted annually using the most recent SANDAG data. The data for the first year of this Agreement has been set forth as Attachment A hereto.
- 3.3. The CITY agrees to the use of SANDAG "Thirty Years of Crime in the San Diego Region" report's "Population by Jurisdiction" and "Number of FBI Index Crimes by Jurisdiction" numbers as mentioned above in sections 3.1.1 and 3.1.2.
- 3.4. The CITY'S annual CAL-ID costs equals the annual net CAL-ID Operational Costs times the CITY'S CAL-ID Cost Allocation Percentage.
- 3.5. The CITY'S estimated CAL-ID costs for the first year of this Agreement are calculated on Attachment B, which is hereby made a part of this Agreement.
- 3.6. The Sheriff of the County of San Diego may, on behalf of the COUNTY, annually revise the CITY'S estimated CAL-ID costs (Attachment B), based on the most recent SANDAG population and FBI Crime Statistics in accordance with Section 3.1 and current CAL-ID Operational Costs specified in 2.1 above. Such estimate, when approved by the CITY and the Sheriff, acting on behalf of the COUNTY, shall be made a part of this Agreement as Attachment B.
- 3.7. The CITY shall be billed semi-annually based on its proportional share of the estimated ongoing net CAL-ID Operational Costs and shall pay the COUNTY for the aforementioned costs within thirty days from the date of the invoice for such costs.
- 3.8. Actual ongoing costs shall be calculated at the end of each fiscal year. Any overages or shortages based on actual costs will be transferred to or from the Sheriff's Fingerprint ID Trust Fund.
- 3.9. The COUNTY shall maintain a separate accountability for purposes of the Sheriff's Fingerprint ID Trust Fund and shall provide a financial report at the end of each fiscal year to the State of California.

#### **4. SYSTEM OPERATING POLICIES AND PROCEDURES**

- 4.1. The primary purpose of CAL-ID/RAN shall be to serve all law enforcement agencies in San Diego County.
- 4.2. The RAN BOARD may add or remove law enforcement agencies from CAL-ID/RAN.
- 4.3. Participating CITIES, and the COUNTY, shall abide by all State and Federal statutes, as well as all policies adopted by the COUNTY, the State of California, or the Local RAN Board concerning the security, privacy, and dissemination of

any and all tenprint, fingerprint, palm print, and photo identification data contained in CAL-ID/RAN.

- 4.4. The COUNTY, in its discretion, may enter into one or more agreements (“Vendor Contracts”) with third-party providers of hardware and software to obtain CAL-ID services for the COUNTY, and to provide such services to the CITY pursuant to this Agreement. The COUNTY shall provide to the CITY any such Vendor Contracts pertaining to the services that the COUNTY provides to the CITY under this Agreement. The CITY agrees to cooperate with the COUNTY and vendor as necessary for the provision of services to the CITY. However, notwithstanding such undertaking, the CITY shall have no rights to enforce such a Vendor Contract against the COUNTY or any third-party provider, nor may the CITY seek damages against any such third-party provider under any theory of contract, including, without limitation, third-party beneficiary principles.
- 4.5. Operational policy shall be established and modified as deemed appropriate by the Local RAN BOARD. This policy shall ensure that each user is treated equitably, with primary consideration based on each user agency’s service population and crime rate.
- 4.6. The RAN BOARD shall resolve any dispute between users over operational policies established by the RAN BOARD.
- 4.7. The COUNTY shall ensure the proper and effective operation and maintenance of equipment used to participate in CAL-ID/RAN.
- 4.8. The COUNTY shall continue forwarding electronic prints submitted via live scans for arrests to the Department of Justice as required by law.
- 4.9. This Agreement incorporates by reference: California Penal Code Section 11112.1 et seq. and any related legislation enacted thereto; State Department of Justice CAL-ID/RAN Master Plan and any changes thereto; State Department of Justice CAL-ID/RAN Policy Manual and any changes thereto; and the San Diego County Local RAN BOARD Operating Policies.

## **5. AMENDMENTS OR MODIFICATIONS**

This Agreement may only be modified, amended, or otherwise changed by an amendment in writing executed by the CITY and the COUNTY.

## **6. TERMINATION**

Notwithstanding any other section or provision of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

**7. TERM OF AGREEMENT**

This Agreement shall take effect July 1, 2014 and unless terminated sooner as provided for herein, shall terminate on June 30, 2019.

**8. INDEMNIFICATION**

The COUNTY shall not be liable for, and the CITY shall defend, indemnify and hold the COUNTY, its officers, agents and employees, harmless from any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the performance of this Agreement, arising either directly or indirectly from any act, error, omission or negligence of CITY or its contractors, licensees, agents, servants or employees, except to the extent that liability is caused by the negligence or willful misconduct of COUNTY. In such case, the CITY's indemnification obligation shall be reduced in proportion to the COUNTY's share of liability for its negligence or willful misconduct, if any.

IN WITNESS WHEREOF, the COUNTY OF SAN DIEGO executes this AGREEMENT pursuant to action taken by its Board of Supervisors, and the City of Santee executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

By \_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM AND  
LEGALITY

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM AND  
LEGALITY

By \_\_\_\_\_  
City Attorney

**Attachment A**  
**Cal-ID Cost Allocation**  
**Based on Population and Crime**  
**Fiscal Year 2014-2015**

<b>City</b>	<b>Population</b>	<b>% of County Population</b>	<b>FBI Number of Crimes</b>	<b>% Of County Crime</b>	<b>Mean of %'s</b>
Carlsbad	108,246	3.47%	2,306	2.91%	3.19%
Chula Vista	251,613	8.07%	5,879	7.43%	7.75%
Coronado	23,176	0.74%	566	0.72%	0.73%
Del Mar	4,199	0.13%	195	0.25%	0.19%
El Cajon	100,460	3.22%	3,120	3.94%	3.58%
Encinitas	60,482	1.94%	1,208	1.53%	1.73%
Escondido	145,901	4.68%	4,561	5.76%	5.22%
Imperial Beach	26,496	0.85%	587	0.74%	0.80%
La Mesa	58,244	1.87%	2,149	2.72%	2.29%
Lemon Grove	25,554	0.82%	654	0.83%	0.82%
National City	58,838	1.89%	2,209	2.79%	2.34%
Oceanside	169,350	5.43%	5,128	6.48%	5.96%
Poway	48,559	1.56%	665	0.84%	1.20%
San Diego	1,326,238	42.56%	37,031	46.81%	44.68%
San Marcos	87,031	2.79%	1,614	2.04%	2.42%
Santee	55,033	1.77%	1,321	1.67%	1.72%
Solana Beach	12,987	0.42%	321	0.41%	0.41%
Vista	95,262	3.06%	2,490	3.15%	3.10%
Unincorporated	458,495	14.71%	7,112	8.99%	11.85%
	<b>3,116,164</b>	<b>100.00%</b>	<b>79,116</b>	<b>100.00%</b>	<b>100.00%</b>

**Attachment B**  
**Cal-ID Contract Projections by Agency - FY 2014-2015**

**Revenue**

County General Gurd Contribution		\$716,000
Transfer from Trust Fund		\$3,115,240
User Fees		\$716,000
<b>Total Funding</b>		<b>\$4,547,240</b>

**Overhead**

<b>Allocated Overhead On County Salaries and Benefits</b>		<b>\$281,105</b>
---	--	------------------

**Expenses**

County Salaries and Benefits		\$2,060,080
Services and Supplies		\$2,159,989
Fixed Assets Expense		\$233,445
<b>Total Expenses</b>		<b>\$4,453,514</b>

**User Fee Allocation**

<b>City/Jurisdiction</b>	<b>Allocation Percentage</b>	<b>Estimated FY 2014/15 Cost</b>
Carlsbad	3.19%	\$22,870
Chula Vista	7.75%	\$55,509
Coronado	0.73%	\$5,224
Del Mar	0.19%	\$1,365
El Cajon	3.58%	\$25,659
Encinitas	1.73%	\$12,415
Escondido	5.22%	\$37,400
Imperial Beach	0.80%	\$5,700
La Mesa	2.29%	\$16,416
Lemon Grove	0.82%	\$5,895
National City	2.34%	\$16,755
Oceanside	5.96%	\$42,660
Poway	1.20%	\$8,588
San Diego	44.68%	\$319,930
San Marcos	2.42%	\$17,302
Santee	1.72%	\$12,300
Solana Beach	0.41%	\$2,945
Vista	3.10%	\$22,211
Unincorporated	11.85%	\$84,856

<b>Total User Fees</b>	<b>100.00%</b>	<b>\$716,000.00</b>
------------------------	----------------	---------------------

City of Santee  
**COUNCIL AGENDA STATEMENT**

6A

**MEETING DATE**      April 8, 2015

**AGENDA ITEM NO.**

**ITEM TITLE**      **APPROVAL OF FIREHOUSE RECORDS MANAGEMENT SYSTEM AGREEMENT AMENDMENT**

**DIRECTOR/DEPARTMENT**      Chief Richard Mattick, Fire Department *RTM*

**SUMMARY**

The Firehouse Records Management System is used to manage Fire Department data in several key areas that include Fire and EMS reporting, staff activities and training, occupancy management, apparatus equipment inventory, and hydrant tracking.

The Heartland Communications Facility Authority (HCFA) managed this agreement through December 2013, invoicing member agencies annually based on the number of Firehouse software licenses and modules being used. However, effective January 1, 2014 member agencies were required to establish their own agreements directly with Firehouse.

An agreement between the City of Santee and Firehouse for Cloud hosted services was executed by the City Manager on November 21, 2013. The term of this agreement was January 1, 2014 through December 31, 2018, at an annual cost of \$3,675.31. When the Fire Department began using iPads to complete annual fire inspections, it was discovered that a VPN connection was required for CAD data transfers and an amendment to the original agreement was requested. This amendment also changes the term of the agreement to January 1, 2014 through March 31, 2019, and increases the annual cost to \$3,975.31 effective December 1, 2014. The total cost over the full term of this agreement will be \$19,676.56.

**FINANCIAL STATEMENT** *mr*

Funding is available in the adopted FY 14/15 budget for the annual cost of hosted services.

**CITY ATTORNEY REVIEW**       N/A       Completed

**RECOMMENDATION** *XOD*

Authorize the City Manager to execute the amendment to the Firehouse Records Management System hosted services agreement.

**ATTACHMENTS (Listed Below)**

Firehouse Software Agreement for Application Hosting and Technology Support Services  
Firehouse Software Amendment to Agreement for Application Hosting and Technology Support Services.

**AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between **City Of Santee** with offices located at **10601 Mgnolia Ave Santee, CA 92071** (hereinafter "Customer"), and **ACS GOVERNMENT SYSTEMS, INC.** with offices located at **8260 Willow Oaks Corporate Drive, Fairfax, VA 22031** (hereinafter "ACS"), referred to individually as Party and collectively as Parties

**1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage ACS to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between ACS and Customer.

**2.0 TERM**

The term of this Agreement (the "Term") will be for 5 years, from 1/1/2014 to 12/31/2018 , unless earlier terminated or renewed in accordance with the provisions of this Agreement.

**3.0 SERVICES**

ACS shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

**4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. ACS will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by ACS and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA") a sample of which is annexed hereto as shown in Schedule 1. ACS will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

**5.0 CONFIDENTIALITY**

**5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), ACS will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar

information of ACS which ACS regards as confidential. However, ACS shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in ACS' possession; (iii) is independently developed by ACS outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, ACS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by ACS in the course of its services hereunder.

### **5.2 ACS Confidential Information**

Customer agrees that ACS' methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by ACS, which may be disclosed to the Customer, are confidential and proprietary information ("ACS Confidential Information"). With respect to ACS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on ACS Confidential Information; or (iv) is rightfully obtained from third parties.

### **5.3 Use of Confidential Information**

ACS and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, ACS' permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on ACS servers as part of the Services ("Customer Data") shall at all times be owned by Customer. ACS shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the ACS Software, ACS shall treat Customer Data as Customer Confidential Information. ACS will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by ACS solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

### **6.2 Proprietary Rights of ACS**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by ACS or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by ACS to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "ACS Materials") shall remain the sole and

exclusive property of ACS or its suppliers. Customer acknowledges and agrees that ACS is in the business of designing and hosting Web-based applications and ACS shall have the right to provide services to third parties which are the same or similar to the Services and to use any ACS Materials providing such services.

### **6.3 License Grant**

ACS grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the ACS Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the ACS Materials beyond the term of this Agreement. Customer grants ACS the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, ACS shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

- 1. Workers' Compensation Insurance:** As required by law.
- 2. Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

ACS will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, ACS shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to ACS the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized Supplemental Services Agreement (Schedule I) may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

### **8.2 Taxes**

- (a) ACS will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by ACS in connection with the Services.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## 9.0 INVOICES AND PAYMENT

### 9.1 Invoices and Payment

ACS will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar month. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

City Of Santee  
10601 Magnolia Ave  
Santee CA 92071

Attn: Venus McFadden

### 9.2 Late Payment

Any sum or credit due either Party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at an annual rate of interest of 9% provided no interest will accrue during any billing dispute between the Parties.

## 10.0 WARRANTIES

### 10.1 ACS Warranties

ACS warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN

**SECTION 10.1. ACS DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.**

**10.2 Disclaimed Warranties**

ACS exercises no control over, and accepts no responsibility for, the content of the information passing through ACS host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, ACS shall perform regular daily backup of all Customer Data. ACS shall use commercially reasonable efforts to recover any lost or corrupted data resulting from ACS negligence. Should ACS be unable to recover such lost or corrupted data, ACS' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, ACS and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

**10.3 Customer Warranties**

Customer warrants, represent and covenants to ACS that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

**11.0 INDEMNIFICATION**

ACS will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United State's patent, copyright, or any actual trade secret disclosure, by ACS, its employees, contractors or agents in connection with the performance of the Services.

ACS will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

**12.0 LIMITATION OF LIABILITY**

**12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

**12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

**12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

**13.0 TERMINATION**

**13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by ACS that is not cured by ACS within thirty (30) days of the date on which ACS receives Customer's written notice of such breach, or if a cure can not reasonably be fully completed within 30 days, a later date, provided ACS has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to ACS written notice of such termination identifying the scope of the termination and the termination date.
- (b) ACS will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to ACS, and Customer fails to cure such failure within sixty (60) days after receipt from ACS of written notice from ACS.

**13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

**14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

**14.1 Applicable Law**

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of New York.

**14.2 Jurisdiction and Venue**

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of New York and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

**14.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

**15.0 MISCELLANEOUS**

**15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide ACS resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

#### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

#### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

#### **15.5 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

#### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

**15.7 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

City Of Santee  
10601 Mgnolia Ave  
Santee, CA 92071

Attn: Bob Leigh

If to ACS, to:

ACS Government Systems, Inc.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

**15.8 Survival**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

**15.9 Independent Contractors & Use of Subcontractors**

ACS will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute ACS and Customer as partners, joint venturers, or principal and agent. ACS has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. ACS has the right to use, if appropriate, qualified third party vendors.

**15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

City Of Santee

By: Keith Till

Name: Keith Till

Title: City Manager

Date: 11/21/2013

ACS GOVERNMENT SYSTEMS, INC.

By: Sandy Kalasa

Name: SANDY KALASA

Title: V.P.

Date: 3/19/14

**Exhibit A**  
**Statement of Work**

This Statement of Work describes the application hosting services that ACS will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and ACS may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

**1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

**1.1 FIREHOUSE Software Application**

ACS will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above.

**1.2 Key Assumptions Concerning Software**

- ACS Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 6:00 pm (CST), Monday through Friday (except ACS holidays) via a toll-free support number.
- The above listed applications will be available and licensed for up to 5 concurrent users purchased by the Customer. Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to an ACS Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by ACS to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at ACS' discretion in accordance with ACS' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the ACS FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by ACS as long as they can reasonably be integrated into the base system architecture. At ACS' discretion, if the requirements are such that they cause major modification to either data structure or the systems base process flow architecture, then ACS will inform the Customer of

options, which may include additional cost, over and above the costs associated with this agreement.

- ACS data center personnel will physically handle and coordinate all software upgrades for any ACS directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, ACS may utilize third party application software in conjunction with its own ACS created software. In these instances, ACS will inform the Customer of this third party relationship. ACS will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, ACS shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by ACS) used in connection with the Services. However, the ACS Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### **ACS Owned Equipment & Software**

- Customer understands that all software applications identified in Section 3 above will be hosted on ACS-owned remote data center computers. ACS will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by ACS data center operations staff on ACS controlled network links as needed. ACS is not responsible for network performance on network segments outside of ACS control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to ACS data center, it will be properly maintained by ACS. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of ACS.
- Customer will provide a safe, secure, and adequate environment to house necessary ACS owned equipment. Customer will inform ACS if/when these items are damaged or not operating properly.
- ACS will be responsible for the repair or replacement of ACS owned equipment if/when it is deemed not operating properly. ACS owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of ACS being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by ACS, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is within its care, custody or control. ACS will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. ACS will also be responsible for

all shipment costs (both at the time of installation and at the time of retrieval). ACS will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
-------------	-------	----------	-------------

Not Applicable

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by ACS and Customer that the ACS services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with ACS equipment or communication infrastructure, must be reviewed and approved by ACS. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit ACS' ability to provide the services of this Agreement, ACS will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

**3.0** Customer Data

- All data collected on tape or hard copy, or residing on ACS data center computers supplied by Customer to be utilized by ACS in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- ACS will upon request of Customer at any time promptly return to Customer, in either text or Firehouse database format at Customer's option, all or any requested portion of the Customer Data. Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this contract. ACS may at its sole discretion provide such conversion pursuant to further negotiations with Customer, including negotiations regarding price.

- All Customer data located on ACS computers in ACS Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by ACS for Customer for any contingencies.
- ACS shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- ACS Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 6:00 pm (CST), Monday through Friday (other than ACS holidays) via toll free 800 support number. Call-back time from ACS support will average at or under 1 hour.
- All monitoring of the ACS Wide Area Network communications environment and continuous operations, ACS remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of ACS.
- There will be no on-site visits by ACS staff on Customer locations. Should Customer request such visits for any reason, ACS will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current ACS labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of ACS provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While ACS will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the ACS Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the ACS support team with regard to the specific software applications and functions related to the ACS services.
- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.

- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of ACS WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow ACS to establish secure electronic communications and access to and from the ACS remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect ACS owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the ACS owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any ACS owned items or permit them to be moved from the original installation address without ACS' prior written consent. Upon the request of ACS, Customer shall make the materials available to ACS during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to ACS for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to ACS' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to ACS in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to ACS at its address set forth herein or at such other address within the United States as directed by ACS.
- Customer shall not, without the prior written consent of ACS, affix or install any accessory, equipment or device to any ACS owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of ACS and subject to such conditions as ACS may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay ACS an annual fee as outlined below for 5 years for services starting on 1/1/2014 and ending on 12/31/2018.

Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	<b>Yearly Fee</b>
<b>Year 1</b>	<b>\$3,675.31</b>
<b>Year 2</b>	<b>\$3,675.31</b>
<b>Year 3</b>	<b>\$3,675.31</b>
<b>Year 4</b>	<b>\$3,675.31</b>
<b>Year 5</b>	<b>\$3,675.31</b>

**Modules and Concurrent Users**

Customer shall have the following concurrent user access: 5

The following Firehouse Modules will be available to the customer:

<b>MODULES</b>	<b>Yes or No</b>
<b>Incident Module</b>	<b>Yes</b>
<b>EMS Module</b>	<b>Yes</b>
<b>Staff</b>	<b>Yes</b>
<b>Training and Certifications</b>	<b>Yes</b>
<b>Occupancy Management Module</b>	<b>Yes</b>
<b>Inventory Management Module</b>	<b>Yes</b>
<b>Hydrant Module</b>	<b>Yes</b>
<b>Staff Scheduling</b>	<b>No</b>
<b>Accounts Receivable</b>	<b>No</b>
<b>FH Sketch</b>	<b>No</b>
<b>CAD Monitor</b>	<b>Yes</b>
<b>VPN connection required for CAD data transfers</b>	<b>No</b>

## 2.0 Other ACS Services

Services provided to Customer by ACS, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current ACS labor rate during the Term. The ACS Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement (Schedule 1).

### **Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for ACS staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of ACS.
- Any other "expenses" that fall outside the deliverables of this Agreement will be the responsibility of Customer. The ACS Account Manager will establish an approval process by Customer prior to incurring the expense.



**AMENDMENT TO  
AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY  
SUPPORT SERVICES**

This Amendment to Agreement for Application Hosting and Technology Support Services (this “Amendment”) is made and entered into by and between City of Santee with offices located at 10601 Magnolia Ave Santee, CA 92071 (“Customer”) and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (“Xerox”), referred to individually as “Party” or collectively as “Parties.”

WHEREAS, the Customer and Xerox executed that certain Agreement for Application Hosting and Technology Support Services dated as of 01/01/2014 (the “Agreement”); and

WHEREAS, the Customer and Xerox desire to modify the Agreement to amend the contract dates and to add certain modules Customer receives as Services under the Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. The term of this Agreement (the “Term”) will be from 01/01/2014 to 03/31/2019
2. The “Modules” table on page 1 of the Agreement (if applicable) and the related Modules table in Exhibit B – Applicable Charges shall be modified as of the effective date of this Amendment as below:

<b>FH CLOUD MODULES:</b>	<b>YES/NO</b>	<b># of Licenses</b>
<b>Incident Module</b>	Yes	5
<b>EMS Module</b>	Yes	5
<b>Staff, Training and Certifications</b>	Yes	5
<b>Occupancy Management</b>	Yes	5
<b>Inventory Management</b>	Yes	5
<b>Hydrants</b>	Yes	5
<b>Staff Scheduling</b>	No	0

FIREHOUSE Software  
A Xerox Solution

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)



<b>Accounts Receivable</b>	No	0
<b>Sketch</b>	No	0
<b>Analytics</b>	No	0
<b>CAD Monitor</b>	Yes	N/A
<b>VPN connection required for CAD data transfers</b>	Yes	N/A
<b>Local Data Transfer</b>	No	N/A
<b>Archived Database</b>	No	0

2. The Yearly Fee payable by Customer to Xerox as set forth under "Price" on page 1 (if applicable) of the Agreement and under the Payment Schedule table in Exhibit B – Applicable Charges shall be increased from \$3,675.31 to \$3,975.31 for each remaining year of the Agreement, beginning with Year 2. The difference for the current year will be invoiced by Xerox on the effective date.

3. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

4. This Amendment shall be effective on 12/01/2014.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Customer and Xerox have executed this Amendment.

**City of Santee**

**Xerox Government Systems, LLC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FIREHOUSE Software  
A Xerox Solution

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)

City of Santee  
**COUNCIL AGENDA STATEMENT**

6B

MEETING DATE April 8, 2015

AGENDA ITEM NO.

ITEM TITLE AUTHORIZATION TO PURCHASE APX 7000 PORTABLE RADIOS FROM MOTOROLA INCORPORATED AS A "SOLE SOURCE" VENDOR PER UTILIZATION OF COUNTY OF SAN DIEGO COOPERATIVE REGIONAL COMMUNICATIONS SYSTEMS (RCS) CONTRACT

DIRECTOR/DEPARTMENT Chief Richard Mattick, Fire Department *RJM*

SUMMARY

On January 28, 2015, Council approved the expenditure of 2014 State Homeland Security Grant funds for portable radios and mobile data computers.

This item requests authorization to utilize an open market purchase process to select Motorola Incorporated as the manufacturer/vender of the APX 7000 portable radios to replace older technology. Pursuant to Santee Municipal Code 3.24.120(B)(4) staff has determined that due to special circumstances, it would be in the City's best interest to forgo formal bidding procedures and purchase APX7000 portable radios from Motorola Incorporated as a sole source vendor via County of San Diego's current longstanding cooperative Contract #550743 with Motorola Incorporated for Regional Communications System's (RCS) radio equipment. Utilization of this contract will provide competitive pricing and terms that are good through December 31, 2015. In addition, staff has also determined that: (a) the commodity being purchased is not for a public work as defined in Public Contract Code; (b) the radios match or are compatible with other equipment presently being used by the City and San Diego and Imperial counties Regional Communications Systems; and (c) total purchase amount will exceed \$20,000 therefore City Council approval is required.

Staff requests authorization to forgo formal bidding procedures and purchase APX 7000 portable radio equipment from Motorola Incorporated as a sole source vendor via County of San Diego Contract #550743 in an amount not to exceed \$30,675.88.

CITY ATTORNEY REVIEW  N/A  Completed

FINANCIAL STATEMENT *fm*

2014 State Homeland Security Grant funds will reimburse the Department's \$30,675.88 purchase cost for the new portable radios. There is no local match required.

RECOMMENDATION *JOD*

Find, determine and approve that, due to special circumstances, it would be in the City's best interest to purchase APX 7000 portable radios from Motorola Incorporated as a sole source vendor via County of San Diego Contract #550743 for an amount not to exceed \$30,675.88.

ATTACHMENTS (Listed Below)

None