



270 E. Douglas Ave El Cajon, CA 92020  
619.334.3000

### **Board of Directors Regular Meeting Agenda**

**Date:** Wednesday - October 23, 2024  
**Time:** 12 P.M. (Noon)  
**Location:** 100 Civic Center Way, El Cajon, CA 92020 - ECPD Community Room

#### **AGENDA PUBLIC COMMENT (Limit - 15 Minutes):**

Members of the public may address the Board during public comment on a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District. The President of the Board will call on the member of the public at the appropriate time and allow the member of the public to provide live comment. On their own initiative or in response to questions posed by the public, board members may ask a question for clarification; provide reference to staff or other resources for factual information or request staff to report back to the Board at a subsequent meeting. A member of the Board may take action to direct staff to place a matter of business on a future agenda. **The Board limits each speaker to 3 minutes per subject or topic. The timer will begin when the participant begins speaking.**

1. **Attending in Person:** Please submit a speaker slip to the Clerk of the Board. Speaker slips can be downloaded from the website and submitted via email to [JohnCollins@downtownelcajon.com](mailto:JohnCollins@downtownelcajon.com).

#### **NON-AGENDA PUBLIC COMMENT (Limit - 15 Minutes):**

Persons wishing to address the Board regarding items not on the posted agenda may do so at this time. In accordance with State law, Board may not take action on an item not scheduled on the Agenda. If appropriate, the item will be placed on a future agenda. **The Non-Agenda Public Comment period is limited to a total of 15 minutes.**

**Agendas:** Agenda packets are available at: <https://downtownelcajon.com/meeting-agenda-and-minutes/> for public inspection at least 72 hours prior to scheduled meetings.

**DISABLED ACCESS TO MEETING:** A request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. Any such request must be made to the Clerk of the Board at 619-334-3000 at least 24-hours before the meeting.

**WRITINGS DISTRIBUTED TO THE BOARD:** Pursuant to Government Code 54957.5, written materials distributed to the Board of Directors in connection with this agenda will be available to the public at the East County Business Center office located at 270 E. Douglas Ave, El Cajon, CA 92020. In addition, supporting documentation (including attachments referenced in the agenda) is available for viewing on the Downtown El Cajon website - <https://downtownelcajon.com/meeting-agenda-and-minutes/>.



270 E. Douglas Ave El Cajon, CA 92020  
619.334.3000

**#1.) CALL TO ORDER AND DETERMINATION OF A QUORUM**

**#2.) APPROVAL OF MINUTES:** Approve the minutes from the September 25, 2024 Board meeting.

**#3.) PUBLIC COMMENT AND DISCUSSION (Limit - 15 Minutes)**

*Members of the public may address the Board during public comment on a particular agenda item, or if they wish to make a general comment on a matter within the subject matter jurisdiction of the District. The President of the Board will call on the member of the public at the appropriate time and allow the member of the public to provide live comment. On their own initiative or in response to questions posed by the public, board members may ask a question for clarification; provide reference to staff or other resources for factual information or request staff to report back to the Board at a subsequent meeting. A member of the Board may take action to direct staff to place a matter of business on a future agenda. The Board limits each speaker to 3 minutes per subject or topic. The timer will begin when the participant begins speaking.*

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**#4.) PBID ACTION AGENDA ITEMS:**

**4.1** - Discussion and possible approval/appointment of new Board member Tim McDougal to the Board of Directors of the Downtown El Cajon Business Partners.

**4.2** - Discussion and possible approval of extended security hours from 10 hours to 13 hours for the Christmas tree security watch company due to the new location on the Promenade. The approximate increase in cost will be from \$3450 to \$3750.

**4.3** - Discussion and possible approval of the Dano's Signs \$13,630 proposal for the decorations of 94 District business storefronts at \$145 each for the holidays.

**4.4** - Discussion and possible approval of the \$982.41 proposal from SunBelt Rentals for the 45 ft. articulating boom lift for the setup of the Christmas Tree in the Promenade.

**4.5** - Discussion and possible acceptance of the ARPA grant from City of El Cajon for environmental enhancements to the District.

**4.6** - Discussion and possible approval of the ProShine Global pressure washing proposal of \$12,600 for the North and South sides of Main St from Claydelle to Chambers including the Promenade.

**#5.) NON-PBID ACTION AGENDA ITEMS:**

**5.1** - No NON-PBID action items to discuss at this time.



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**#6.) REPORTS - INFORMATION ONLY**

- 6.1 - Directors' Report
- 6.2 - President's Report
- 6.3 - City of El Cajon Report
- 6.4 - The Magnolia General Manager's Report

**#7.) CLOSED SESSION**

- 7.1 - NO CLOSED SESSION ITEMS TO DISCUSS AT THIS TIME.

**#8.) ADJOURNMENT**

**#9.) NEXT BOARD MEETING**

- 9.1 - **\*\*\*To be determined\*\*\*.**

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**CERTIFICATION OF POSTING:**

I certify that on: **October 18, 2024**, I posted a copy of the foregoing Agenda at **200 Civic Center Way, El Cajon, CA 92020**, the regular meeting place of the Board of Directors of the Downtown El Cajon Business Partners District, and at **100 Civic Center Way, El Cajon, CA 92020 - ECPD Community Room**, said time being at least 72-hours in advance of the Regular Meeting of the Board of Directors. (Govt. Code Section 54954.2)

Executed at El Cajon, California, on: **October 18, 2024**.

*John Collins*

John Collins, Clerk of the Board

**Minutes of September 25, 2024 Board Meeting**  
**Downtown El Cajon Business Partners Inc.**

**Board Members Present:**

N/A	President	Lee Mench	Director
Cathy Zeman	CFO	Chris Berg	City of El Cajon
Gabriel Marrujo	Director	N/A	DECBP Attorney
Ron Nevels	Director	Corey Marco	Director
Rich Riel	Guest	Paris Landen	The Magnolia
Noah Alvey	City of El Cajon	Tony Shute	City of El Cajon
Linda Baltodano	East County Art Assoc	Tim McDougal	Guest

**#1.) CALL TO ORDER:** 12:00 p.m.

**#2.) APPROVAL OF MINUTES:** C. Zeman motioned to approve the August 21, 2024 regular meeting minutes, C. Marco seconded the motion. The August 21, 2024 minutes were approved unanimously.

**#3.) PUBLIC COMMENT:**

3.1 - Rich Riel gives his input on The New City of America report and gives his advice on revitalizing Fletcher Parkway Mall businesses to the Board.

**#4.) CORRESPONDENCE:**

4.1 - C. Zeman reads President Mark Clifton's resignation letter to the Board.

4.2 - C. Zeman reads the "Thank You to the Board" letter from stakeholder Steve Nelson for all the work the Board has done to help the District grow.

**#5.) PBID ACTION ITEMS:**

5.1 - Public Comment: R. Riel voices concerns on how Board members are selected. C. Zeman clarifies the Board members do not conduct any business outside of meetings and that Board members are parcel owners within the District that volunteer for the positions on the Board. C. Zeman motions to appoint current Board member Ron Nevels to the President position. C. Marco seconded the motion. The motion passed unanimously.

**#5.) PBID ACTION ITEMS: (continued)**

5.2 - Public Comment: R. Riel commented to Board "Business owners like myself should be able to hold a Board position". Board clarified per their ByLaws the PBID was designed for property owners as this is where the property tax funds originate. C. Berg nominates Juan Alarid, GM of the Courtyard Marriott to the Board as a Director and agent of the owners, C. Zeman seconded the motion. The motion passed unanimously.

5.3 - C. Zeman motions to approve the Costco candy order of \$5883.30 for the Hauntfest and Trunk-or-Treat Halloween events. C. Berg seconded the motion. The motion passed unanimously.

5.4 - C. Berg explains to Board with powerpoint presentation on what the local shops and businesses would like to see for the Holiday Lights on Main St 2024 event to drive traffic into their front doors. The Christmas tree will be positioned on the Promenade this year for a change. C. Zeman motions to approve the new event plan for HLM 2024. L Mench seconded the motion. The motion passed unanimously.

5.5 - C. Zeman motions to approve the \$800 proposal from The Exit band for HLM 2024. C. Berg seconded the motion. The motion passed unanimously.

5.6 - C. Zeman recuses herself from the room for the vote on The Audio Hounds band. G. Marrujo motions to approve the \$800 proposal from The Audio Hounds for the HLM 2024 event. L. Mench seconded the motion. The motion passed unanimously.

**5.7 - Agenda item was struck from the agenda and is no longer needed.**

5.8 - C. Zeman motions to approve the \$4320 bid from Non-Stop Fun for the HLM 2024 event. C. Berg seconded the motion. The motion passed unanimously.

5.9 - Linda Baltodano speaks to the Board and guest about her art gallery and the new coffee shop located inside. She also highlighted her goals to help the community come together through the arts. She will be running the art show portion of the Holiday Lights on Main 2024 event. C. Zeman motions to approve the \$4540 proposal for 28 booths, canopies, lights and supplies. R. Nevels seconded the motion. The motion passed unanimously.

5.10 - C. Berg opens discussion on how the HLM Cookie Decoration Station will run this year as a new attraction for the community. C. Zeman motions to approved the \$4300 proposal for supplies/catering. C. Berg seconded the motion. The motion passed unanimously.

5.11 - C. Berg motions to approve the HLM 2024 Passport Scavenger Hunt for \$463 for passport booklets, stamps, and ink pads. C. Zeman seconded the motion. The motion passed unanimously.

**#6.) NON-PBID ACTION ITEMS:**

6.1 - No NON-PBID items to discuss at this time.

**#7.) REPORTS - INFORMATION ONLY:**

7.1 - Directors' Report - No Director report at this time.

7.2 - President's Report - No President's report at this time.

7.3 - City of El Cajon Report - C. Berg reported that the Facade and Paint Grant Program is rolling along and 1 million dollars of upgrades have been given for upgrades to the local businesses and the storefronts in the District.

7.4 - The Magnolia Report - Paris Landen updates Board on event at The Magnolia coinciding with the Hauntfest 2024 event date.

**#8.) CLOSED SESSION:**

8.1 - No closed session matters to discuss at this time.

**#9.) ADJOURNMENT:**

9.1 - R. Nevels motioned to adjourn the meeting, L. Mench seconded the motion. The motion passed unanimously, meeting adjourned at 12:48 p.m.

**#10) NEXT MEETING:**

10.1 - The next meeting will be on October 23, 2024 at the El Cajon Police Department Community Room at 12 p.m.

4.3

**DANOS SIGNS GRAPHICS & DESIGNS**  
**HOLIDAY WINDOWS**  
**DANOSSIGNSSANDIEGO.COM**  
**(619) 300 3438**

September 8, 2024

**ATTN: Cathy Zeman**

**Project: HOLIDAY WINDOWS for DOWNTOWN EL CAJON STORES**

Thank you, Cathy, for reaching out again, about decorating the Downtown El Cajon businesses with festive holiday windows. It has been our privilege to paint them since 2016, the past eight years. For the stores with window displays we paint a garland trim with holly and poinsettias along the base to frame in the showcase windows. For the stores with themes like the Italian Restaurant we have an old-fashioned snowman holding a pizza, and for the barber shop Santa holding scissors. We always tie the business in with the theme of the windows and meet with the stores to discuss window design.

Eight years ago, we discounted our price significantly, at \$125 each per store with no charge for removal. This price is much lower than our price anywhere else in San Diego County, which is \$150 to paint and \$40 to remove. This price is based on 30ft of glass across. Many of the stores in the Downtown El Cajon area are two or three sides and exceed 30ft of storefront glass i.e.. The El Cajon Police building, Borrego Health, Law Offices of Scott, and others. We are happy to paint more store front glass for the Downtown El Cajon area so that all the stores have nice coverage with artwork, even though we are not charging for it.

**Our price for the 2024 season is \$125 to paint and \$20 to remove per store.** This is a \$10 per store increase to cover our significant paint cost increases. Having been in business for 44 years, we have become very fast and proficient. It will take us 4 days to paint, the first week in November, and 4 days to remove the first week of January. It takes us as long to remove as it does to paint. We are very careful in both processes to keep paint off trims of buildings and sidewalks, cleaned professionally.

Last year we painted 94 stores. **This year 94 stores at \$145 = \$13,630.**

We so appreciate working with you Cathy to give the Downtown El Cajon Businesses the spirit of the holiday season. We again would like to start the first week of November. Thank you again.

Sincerely,

Dano



**Owner of Danos Signs & Designs**



Date: 9/20/24

Time: 18:14

4.4

# Email

## SUNBELT RENTALS, INC.

Contract #.. 159738937

**To:** COLLINS, JOHN  
JOHN@EASTCOUNTYBIZ.COM

**Company:** COLLINS, JOHN

**Message:**

**From:** JONATHAN PUGA PC1320

**Location:** EL CAJON CA PC1320

**Phone:** 619-444-1125

**Fax #:**





PC#: 1320
1717 E MAIN ST
EL CAJON, CA 92021 5219
619-444-1125

SUNBELT RENTALS, INC.
Salesman: 132000 PC1320 HOUSE ACCOUNT

Typed By: JPUGA2

RESERVATION



Job Site:
COLLINS, JOHN
200 E MAIN ST
DOWNTOWN EL CAJON BUSINESS
EL CAJON, CA 92020 3912
C#: 619-334-3000 J#: 619-334-3000

Contract #.. 159738937
Contract dt. 9/20/24
Date out.... 11/11/24 3:00 PM
Est return.. 11/12/24 3:00 PM
Job Loc..... COLLINS, JOHN;200 E MAIN ST;EL C
Job No.....
P.O. #.....
Ordered By.. COLLINS, JOHN
NET DUE UPON RECEIPT

Customer: CA D5050567
COLLINS, JOHN
270 E DOUGLAS AVE
DOWNTOWN EL CAJON BUSINESS
EL CAJON, CA 92021 5219

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Row 1: 1.00 45' ART MANLIFT W/JIB 0580457 480.00 480.00 1395.00 3025.00 480.00

\*\*\* EQP MSG \*\*\*
\* Familiarization of the equipment stated on this contract has been offered to the customer.
\* All required manuals are provided with the equipment stated on this contract.
\* OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants to wear Personal Fall Protection connected to the designated platform anchorage points. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.
\* If the users of this equipment have any questions contact Sunbelt Rentals.

SALES ITEMS:

Table with 4 columns: Qty, Item number, Unit, Price. Rows include CAHERS1 (3.60), DLPKSRCHG (54.00), ENVIRONMENTAL (9.36), and RENTAL PROTECTION PLAN (72.00).

\*\*\*\*\*
IF THE EQUIPMENT DOES NOT WORK PROPERLY. NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 9 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. \*Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 18.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...



PC#: 1320
1717 E MAIN ST
EL CAJON, CA 92021 5219
619-444-1125

SUNBELT RENTALS, INC.
Salesman: 132000 PC1320 HOUSE ACCOUNT

Typed By: JPUGA2

RESERVATION



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QTY EQUIPMENT # Min Day Week 4 Week Amount

SALES ITEMS:

Table with columns: Qty, Item number, Unit, Price, Amount. Rows include DELIVERY CHARGE (150.00) and PICKUP CHARGE (150.00).

PAYMENT HISTORY

Table with columns: DATE, TYPE, REF #, AUTH #, TRANS, TYPE, AMOUNT, APPLIED. Includes entry for 9/20/24 Pay On Return. Summary: Sub-total: 918.96, Tax: 63.45, Total: 982.41.

Pay On Return

All amounts are in USD

\*\*\*\*\*
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sootions"), including Release and Indemnification in Section 8 and Environmental Fee in Section 18, which can also be found at www.sunbeltrentals.com/rentalcontract. \*Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

**AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF EL CAJON AND  
THE DOWNTOWN EL CAJON BUSINESS PARTNERS, INC.**

**Description . . . .**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between the CITY OF EL CAJON, a California charter city and municipal corporation ("City") and the Downtown El Cajon Business Partners, Inc., a California \_\_\_\_\_ corporation. ("Subrecipient").

**RECITALS**

A. The American Rescue Plan Act ("ARPA"), Public Law No. 117-2, was signed by President Joseph R. Biden on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

B. The City has been directly allocated ARPA funds for the benefit of the community.

C. ARPA funds allocated may only be used for expenditures incurred between March 3, 2021 and December 31, 2024, in guidance from the United States Treasury Department, including the answers to Frequently Asked Questions.

D. On \_\_\_\_\_, the El Cajon City Council approved an expenditure plan for the ARPA funds ("Expenditure Plan"), wherein approximately \$ \_\_\_\_\_ was allocated for Economic Development.

E. Subrecipient has submitted a proposal to the City for the installation of amenities in Downtown El Cajon to encourage economic development growth and job creation. These capital improvements and purchases ("Project") are eligible for expenditure of the Recovery Funds under the Uniform Guidance. The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

F. The City has agreed to provide ARPA funds to the Subrecipient in the minimum grant amount of \$ \_\_\_\_\_ for costs associated with the Program ("Grant Funds"). The amount of funds may increase depending on ARPA funding availability.

G. The Parties intend this Agreement to set forth Subrecipient's obligations under ARPA and all other regulations pertaining to the Grant Funds.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived therefrom, the City and Subrecipient agree as follows:

1. **SCOPE OF SERVICES.** Subrecipient shall provide services as more particularly described in Exhibit "A," entitled Scope of Services ("Services"), attached and incorporated by reference, in accordance with this Agreement.

2. **TERM.** The term of the Agreement shall begin on November 1, 2024, and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **GRANT FUNDS.** City shall allocate to Subrecipient a minimum grant amount of \$ \_\_\_\_\_, as further described in Exhibit "B."

4. **ELIGIBILITY FOR THE PROGRAM.** Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The City of El Cajon shall make Program funds available to designated program participants within El Cajon.

5. **NOTICES.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY  
City of El Cajon  
Attn: Ryan Villegas  
200 Civic Center Way  
El Cajon, CA 92020

SUBRECIPIENT  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
El Cajon, CA 92020

6. **AVAILABILITY OF GRANT FUNDS.** City's allocation of funding to Subrecipient is contingent upon the allocation funds to the City under ARPA. In the event of funding reduction, including elimination, the City may reduce the Grant Funds as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend Grant Funds, and may restrict Subrecipient's use of both its uncommitted and its unspent Grant Funds. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 8.4. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 8.5 of this Agreement.

7. **COMPLIANCE.** By executing this Agreement, Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the, including adherence to all federal requirements, pursuant to its application and certifications for any funding related to ARPA, including but not limited to the following, as they may be applicable:

7.1 The ARPA Final Rule and guidelines set forth by the US Department of the Treasury.

7.2 Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA (Subtitle M of Title IX of Public Law 117-2), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.)

7.3 Office of Management and Budget (OMB) Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

7.4 Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 (as stated above) and any administrative regulation or field memoranda implementing the Act, including related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, and the Catalog of Federal Domestic Assistance (CFDA) 21.019.

7.5 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part I; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

7.6 Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

7.7 The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

7.8 The Federal Accounting and Transparency Act of 2006 (P.L. 109-282), as amended by Section 6202(a) of P.L. 110-252.

## 8. GENERAL CONDITIONS.

8.1 **Subrecipient as Independent Contractor.** In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or

employees of the City. Subrecipient acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it provides Services. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

**8.2 Indemnity.** Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify, and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the Program or the performance of the Services under this Agreement by Subrecipient or any of its employees, agents or subcontractors, and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or attorneys' fees incurred because of any claim by any person or entity, including the State of California.

Parties also expressly agree that any payment, attorneys' fees, cost, or expense that the City incurs, or makes to or on behalf of an injured employee under the City's self-administered workers' compensation, is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

### **8.3 Insurance.**

**8.3.1 General Provisions.** Prior to the City's execution of this Agreement,

Subrecipient shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

8.3.2 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

8.3.3 Ratings. Any insurance policy or coverage provided by Subrecipient or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

8.3.4 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.

8.3.5 Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage, as Subrecipient deems adequate, at Subrecipient's sole expense.

8.3.6 Workers' Compensation Insurance. By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given at least ten (10) days prior written notice before modification or cancellation thereof.

8.3.7 Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure

Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. City, and its officers, employees and agents, shall be named as additional insureds under Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of El Cajon, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of El Cajon.

8.3.8 Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

8.3.9 Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient does not require the use of an automobile to meet program requirements in the Scope of Work, Subrecipient must complete a Certification Regarding Automobile Usage and Receipt of Grant Funding from City of El Cajon.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's



automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

**8.4 Amendment.** This Agreement may only be amended in writing by mutual agreement between the City and Subrecipient.

**8.5 Termination.**

**8.5.1 For Cause.** City may terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and, policies or directives as may become applicable at any time;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of Grant Funds provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

**8.5.2 For Cause - Additional Remedies.** If Subrecipient materially fails to comply with any term of this Agreement, as set forth in subsection 7.6.1 herein, the City, in addition to immediate termination, may also take any one or more of the following actions as appropriate in the circumstances:

- A. Temporarily withhold Grant Funds pending correction of the deficiency by Subrecipient;
- B. Disallow all or part of the cost of the activity or action not in compliance;
- C. Withhold further Grant Funds for the Program; and
- D. Take other remedies that may be legally available.

8.5.3 **Availability of Grant Funds.** Should the Grant Funds change pursuant to Section 5 of this Agreement, the City may suspend the operation of this Agreement upon three (3) days written notice to Subrecipient of its intention to so act.

8.5.4 **Without Cause.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon ten (10) days written notice to the other Party.

8.6 **Costs Following Termination.** Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowed unless the City expressly authorizes them in writing in connection with any notice of suspension or termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowable if the award were not suspended or expired at the end of the funding period in which the termination takes effect.

## 9. ADMINISTRATIVE REQUIREMENTS.

9.1 **Use of Grant Funds.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to cover Eligible Expenses in implementing the Program consistent with the requirements of ARPA.

9.2 **Budget.** Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Budget, attached hereto as Exhibit "B". Any deviation from the attached Budget must be approved by the City, in writing. Subrecipient shall not make expenditures that deviate from the Budget Act or from the guidance given by the United States Treasury Department, including the answers to Frequently Asked Questions.

9.3 **Changes in Grant Allocation.** City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the term. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

9.4 **Program Records.** Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Grant Funds received from the City or other sources to operate the Program, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period five (5) years after termination of this Agreement or after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

9.5 **Quarterly Reports.** Subrecipient shall provide the City with quarterly reports as detailed on Exhibit "C" attached hereto and incorporated herein by reference, as well as any other reports as the City may reasonably require. Such reports shall identify the amount paid from the Grant Funds and the balance of the Grant Funds that Subrecipient has not spent.

9.6 **Performance Monitoring.** City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated pursuant to Section 8.5.

9.7 **Recognition of City.** Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All advertisements, notifications, publications, signs, brochures, and other promotional or information material shall identify the Program as being funded in part by the City of El Cajon's American Recue Plan Act Allocation for response to COVID-19.

9.8 **Lobbying.** Subrecipient certifies to the best of its knowledge and belief that:

9.8.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

9.8.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

9.8.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

## 10. PROCUREMENT STANDARDS.

Subrecipient shall ensure that the following provision are applies to any sub-awardee of the Subrecipient in any applicable sub-award or contract.

**10.1 Full and Open Competition.** Subrecipient must ensure that the procurement process allows for full and open competition, meaning that no contractors are unfairly excluded from bidding to prevent favoritism and ensures best value for the funds and that selected contractors are registered with the System for Award Management (SAM) (reference 2 CFR 200.320).

**10.2 Avoiding Conflicts of Interest.** Federal rules require that Subrecipient avoid real or perceived conflicts of interest, meaning that no employee, officer, or agent of the Subrecipient may participate in the selection, award, or administration of a contract if they have a personal or financial interest in the contractor.

**10.3 Documenting Procurement Decisions.** Subrecipient shall maintain proper documentation for every procurement decision made, including documenting the rationale for choosing a contractor, the procurement method used, and the basis for the contract price.

**10.4 Use of Approved Procurement Methods.** Federal guidelines identify different procurement methods based on the size of the purchase:

- **Micro-purchase (below \$10,000):** Subrecipient may directly procure goods or services without competition, but purchases must be equitably distributed among qualified suppliers.
- **Small purchase (up to \$250,000):** Subrecipient must obtain price or rate quotations from a reasonable number of qualified sources.
- **Sealed bids (for larger projects):** Subrecipient must use sealed bid procurement for construction and requires advertising bids publicly. Contracts are awarded to the lowest responsible bidder.
- **Non-competitive (sole-source) procurement:** Subrecipient is allowed, only in specific circumstances and when the service is available from only one provider, or there is an urgent need.

**10.5 Federal Contract Provisions.** Subrecipient is to ensure contracts include required federal provisions, such as:

- **Equal Employment Opportunity (EEO) clause,**
- **Davis-Bacon Act** (prevailing wage) provisions for contracts involving construction over \$2,000, and
- **Termination for Cause** and other clauses specified by federal guidelines.

**10.6 Cost or Price Analysis.** For purchases over the federal simplified

acquisition threshold (currently \$250,000), Subrecipient must conduct a cost or price analysis to ensure that the contract cost is reasonable.

10.7 **Debarment and Suspension.** Subrecipient shall verify that contractors are not debarred or suspended from receiving federal funds, which can be viewed through the System for Award Management (SAM) website.

**11. PERFORMANCE OF WORK**

The following provisions shall be followed in the performance of the Project:

11.1 Prior to commencing work, all building permits are required to be secured.

11.2 Work not requiring permits shall be inspected and issued final approval of the City.

11.3 Purchased and installed equipment, as identified in Exhibit "A," shall included warranties.

11.4 Funds will be distributed to Subrecipient within thirty (30) days after completion of work, as defined by City's approved final inspection, and provision of receipts and invoices.

**12. MONITORING AND REPORTING.**

12.1. Subrecipient agrees to provide the El Cajon access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the El Cajon with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

12.2 Subrecipient shall provide to El Cajon reports, on a periodic basis as defined by El Cajon. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit "B" and specify the Program Scope of Work and Budget outlined in Exhibit A & B, attached hereto and incorporated herein. In addition, Subrecipient will furnish to El Cajon, with reasonable promptness, such interim reports or such additional information in connection with the Services, as El Cajon may periodically request.

13. **AUDIT REQUIREMENTS.** Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

14. **NONDISCRIMINATION.** During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

15. **CONFLICT OF INTEREST.** Subrecipient represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Subrecipient further warrants that Subrecipient have any real property, business interests or income interests that will be affected by this project or, alternatively, that Subrecipient will file with City an affidavit disclosing any such interest.

16. **COPELAND ANTI-KICKBACK ACT.** Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

18. **SEVERABILITY.** In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be

given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

19. **WAIVER.** Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

20. **COUNTERPARTS.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

21. **EXHIBITS.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Budget
- Rule Exhibit "C" - Quarterly Reports

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be duly executed on the day and year first written above.

CITY OF EL CAJON,  
a California Charter city  
and municipal corporation

**EXHIBIT "A"**  
**SCOPE OF WORK**

- 1) Installation of a fence and gates around the parking lot east of Prescott Promenade
- 2) Purchase and installation of relocatable benches, tables, and umbrellas
- 3) Installation of additional planter boxes
- 4) Additional and replacement lighting
- 5) Storage structure for downtown activity equipment
- 6) Speakers along Main Street and Art Alley
- 7) LED Color Changing Lights for Main Street



**EXHIBIT "B"**  
**BUDGET**

<b>Scope of Work</b>	<b>Cost Estimate</b>
Installation of a fence and gates around the parking lot east of Prescott Promenade	\$200,000
Purchase and installation of relocatable benches, tables, and umbrellas	\$35,750
Installation of additional planter boxes	\$60,000
Storage structure for downtown activity equipment	\$30,000
Speakers along Main Street and Art Alley	\$24,000
LED Color Changing Lights for Main St	\$18,000
Pond rehabilitation	\$145,000

**EXHIBIT "C"**  
**REPORTING**

**Quarterly Project and Expenditure Report Timeline**

<b>Report</b>	<b>Year</b>	<b>Quarter</b>	<b>Period Covered</b>	<b>Internal Due Date</b>	<b>Due Date</b>
1	2024	4	Oct 1 - Dec 31	Jan 15, 2025	Jan 31, 2025
2	2025	1	Jan 1 - Mar 31	Apr 15, 2025	Apr 30, 2025
3	2025	2	Apr 1 - Jun 30	Jul 15, 2025	Jul 31, 2025
4	2025	3	Jul 1 - Sep 30	Oct 15, 2025	Oct 31, 2025
5	2025	4	Oct 1 - Dec 31	Jan 15, 2026	Jan 31, 2026
6	2026	1	Jan 1 - Mar 31	Apr 15, 2026	Apr 30, 2026
7	2026	2	Apr 1 - Jun 30	Jul 15, 2026	Jul 31, 2026
8	2026	3	Jul 1 - Sep 30	Oct 15, 2026	Oct 31, 2026
9	2026	4	Oct 1 - Dec 31	Mar 15, 2027	Mar 31, 2027

**Annual Project and Expenditure Report Timeline**

<b>Report</b>	<b>Year</b>	<b>Period Covered</b>	<b>Internal Due Date</b>	<b>Due Date</b>
1	2024	Apr 1, 2023 - Mar 31, 2024	Apr 15, 2024	Apr 30, 2024
2	2025	Apr 1, 2024 - Mar 31, 2025	Apr 15, 2025	Apr 30, 2025
3	2026	Apr 1, 2025 - Mar 31, 2026	Apr 15, 2026	Apr 30, 2026
4	2027	Apr 1, 2026 - Dec 31, 2026	Apr 15, 2027	Apr 30, 2027

Each quarterly report shall include:

- Progress on each item identified in the Scope of Work (Exhibit "A"),
- New contracts, agreements, etc., and
- Amounts expended during the quarter.



**PROSHINE GLOBAL**  
1301 Olive Hills Ave.  
El Cajon, CA 92021  
1-800-PRO-9619

PROPOSAL

To: Cathy Zeman	Bid Date: 10/17/24
Attn: Cathy Zeman	Email: cat@zemanmortgage.com
Project: Pressure Washing	Phone: (619) 442-8871

ProShine Global proposes to:

Description:	Amount
<b>Pressure Washing (as needed)</b>	
-North and south side of Main Street from Claydelle Avenue to Chambers Street city sidewalks, promenade included	\$12,600.00/Service

*\*Hot steam water and high psi will be used in the pressure washing process. However, we do not guarantee all stains will be removed from surfaces.*