



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

---

**WEDNESDAY, FEBRUARY 07, 2024**

**4:30 PM - Closed Session (Parkview Conference Room)**

**5:00 PM - Regular Session**

**Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025**

---

### **WELCOME TO YOUR CITY COUNCIL MEETING**

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Christian Garcia (District 3)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

The City of Escondido provides three ways to watch a City Council meeting:

##### **In Person**



201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



[www.escondido.org](http://www.escondido.org)



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

## HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



<https://escondido-ca.municodemeetings.com>

## ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

---

### CLOSED SESSION

4:30 PM

---

#### CALL TO ORDER

1. Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

#### ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

#### CLOSED SESSION

##### I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

- a. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Firefighters' Association Safety Personnel and Non-safety Personnel Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit, Teamsters Local 911
- f. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Management Association Bargaining Unit



# CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

**II. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))**

*a. Marco Sevilla v. City of Escondido*

Workers Compensation Appeals Board Case No. 22-168649

**ADJOURNMENT**



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

---

### REGULAR SESSION

5:00 PM Regular Session

---

#### MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

#### FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

#### CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

#### CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

**1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**

**2. APPROVAL OF WARRANT REGISTER (COUNCIL)**

Request approval for City Council and Housing Successor Agency warrant numbers:

- 380672 – 380881 dated January 24, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

**3. APPROVAL OF MINUTES: Regular meeting of January 24, 2024**

**4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**

**5. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER MARCO SEVILLA**

Request the City Council adopt Resolution No. 2024-02, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Officer Marco Sevilla.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2024-02

**6. AWARD OF PUBLIC IMPROVEMENT AGREEMENT FOR GRAND AVENUE VISION PROJECT – PHASE 2**

Request the City Council adopt Resolution No. 2023-159 awarding the Grand Avenue Vison Plan Phase 2 ("Project") to Nationwide Contracting Services Inc. ("Nationwide"), determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with Nationwide in the amount of \$9,082,789.12 for construction of the Project.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services, and Julie Procopio, City Engineer)

Presenter: Jonathan Schauble, Principal Engineer

a) Resolution No. 2023-159

**7. ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT**

Request the City Council approve Resolution No. 2024-11 acknowledging the Fire Department's report of compliance with annual State mandated inspections. The Report indicates the Escondido Fire Department has conducted 100% of Educational Group E occupancies and 100% of Residential Group R occupancies as required by state law.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: John Tenger, Fire Chief

a) Resolution No. 2024-11



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

### CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

**8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR UNIT MULTIFAMILY RESIDENTIAL DEVELOPMENT WITHIN THE HISTORIC DOWNTOWN DISTRICT OF THE DOWNTOWN SPECIFIC PLAN**

Approved on January 24, 2024 with a vote of 4/0 (White - Absent).

a) Ordinance No. 2024-01 (Second Reading and Adoption)

**9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REPEALING ORDINANCE NO. 2020-10, ORDINANCE NO. 2020-24, AND RESOLUTION NO. 2020-44, WHICH TOGETHER AUTHORIZED FORMATION AND IMPLEMENTATION OF THE CITYWIDE COMMUNITY FACILITIES DISTRICT (CFD 2020-1) AND ASSOCIATED PROPERTY TAX LEVIES**

Approved on January 24, 2024 with a vote of 4/0 (White - Absent).

a) Ordinance No. 2024-02 (Second Reading and Adoption)

### CURRENT BUSINESS

**10. DISSOLUTION OF HISTORIC PRESERVATION COMMISSION**

Request the City Council provide direction on whether or not to dissolve the Historic Preservation Commission and determine which responsibilities should be transferred to the Planning Commission and staff.

Staff Recommendation: Provide Direction (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

**11. REVIEW OF CITY COUNCIL POLICY FOR PLACING ITEMS ON THE AGENDA**

Request the City Council review the policy how items are placed on the City Council Meeting Agenda.

Staff Recommendation: None (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

### **12. COUNTY OF SAN DIEGO EMERGENCY HOMELESS SHELTER PROPOSAL**

Request the City Council provide direction regarding the County of San Diego proposal to use 620 E. Valley Parkway Escondido, CA 92025 as an emergency homeless shelter site.

Staff Recommendation: Provide Direction (City Council: Dane White, Mayor)

Presenter: Dane White, Mayor

### **FUTURE AGENDA**

### **13. FUTURE AGENDA**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

#### **CITY MANAGER'S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

#### **ORAL COMMUNICATIONS**

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.





# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 07, 2024

### **ADJOURNMENT**

### **UPCOMING MEETING SCHEDULE**

Wednesday, February 21, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*  
Wednesday, February 28, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

### **SUCCESSOR AGENCY**

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.



**A F F I D A V I T S**  
**O F**  
**I T E M**  
**P O S T I N G – N O N E**



# STAFF REPORT

---

February 7, 2024  
File Number 0400-40

---

## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request approval for City Council and Housing Successor Agency warrant numbers:

380672 – 380881 dated January 24, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

## **FISCAL ANALYSIS**

The total amount of the warrants for the following periods are as follows:

January 18, 2024 – January 24, 2024 is \$12,162,149.40

## **BACKGROUND**

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

#### MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

#### FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

#### CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, (White – Absent)

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

Dee – Expressed concern regarding the rise of antisemitism in Escondido and encouraged the City Council to focus on local issues instead geopolitical issues.

Aron Weiss – Expressed concern regarding the rise of antisemitism in Escondido and encouraged the City Council to focus on local issues instead geopolitical issues.

Dan Prtizker – Expressed concern regarding the rise of antisemitism in Escondido and encouraged the City Council to focus on local issues instead geopolitical issues.

Diane Ben – Expressed concern regarding the rise of antisemitism in Escondido and encouraged the City Council to focus on local issues instead geopolitical issues.

Natalie – Expressed concern regarding the rise of antisemitism in Escondido and encouraged the City Council to focus on local issues instead geopolitical issues.

#### CONSENT CALENDAR

Motion: Morasco; Second: J. Garcia; Approved: 4-0 (White – Absent)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -**

2. **APPROVAL OF MINUTES: Regular meeting of January 10, 2024**

3. **APPROVAL OF WARRANT REGISTER (COUNCIL)**

Request approval for City Council and Housing Successor Agency warrant numbers:

- 379336 – 379507 dated December 6, 2023
- 379508 – 379653 dated December 13, 2023
- 379654 – 379982 dated December 20, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

4. **WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –**

5. **ESTABLISH SPEED LIMITS FOR CENTRE CITY PARKWAY**

Request the City Council adopt Resolution No. 2024-05 amending the traffic schedule establishing speed zones on Centre City Parkway. (File Number 1020-05)

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services and Julie Procopio, City Engineer)

Presenter: Edd Alberto, City Traffic Engineer

- a) Resolution No. 2024-05

### PUBLIC HEARING

6. **MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR-UNIT, MULTI-FAMILY RESIDENTIAL PROJECT – PL23-0075**

Request the City Council conduct a public hearing on the development proposal and take action on the recommendations of City staff and the Planning Commission, which recommend that the City Council introduce Ordinance No. 2024-01 adopting a Master and Precise Development Plan for a four-unit multifamily residential development (“Project”), and the CEQA Notice of Exemption. (File Number 0830-07)

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/ Interim Director of Development Services)

Presenter: Jay Paul, Senior Planner

- a) Ordinance No. 2024-01 (First Reading and Introduction)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Motion: Morasco; Second: Martinez; Approved: 4-0 (White – Absent)

### CURRENT BUSINESS

**7. CONSULTING SERVICES AGREEMENT AWARD FOR RFP 24-11 ESCONDIDO LIBRARY CRITICAL INFRASTRUCTURE AND MODERNIZATION PROJECT**

Request the City Council adopt Resolution No. 2024-06, authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement (“Agreement”) with IDS Group, in an amount not to exceed \$747,000 for design services for the Escondido Library Critical Infrastructure and Modernization Project (“Project”). (File Number 0600-10; A-3492)

Staff Recommendation: Approval (Public Works Department: Joseph Goulart, Director of Public Works)

Presenter: Laura McLin, Project Manager

a) Resolution No. 2024-06

Motion: Martinez; Second: Morasco; Approved: 4-0 (White – Absent)

**8. REPEAL OF ORDINANCES ESTABLISHING AND IMPLEMENTING THE CITY'S SERVICES COMMUNITY FACILITIES DISTRICT 2020-1**

Request the City Council introduce Ordinance No. 2024-02 rescinding and repealing the City of Escondido’s Services Community Facilities District and adopt Resolution No. 2023-12 authorizing the City Manager to execute a Settlement Agreement with the Building Industry Association to resolve litigation challenging the Services CFD and related City enactments. (File Number 0685-20)

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager / Director of Development Services)

Presenter: Christopher W. McKinney, Deputy City Manager / Director of Development Services

a) Resolution No. 2024-12

b) Ordinance No. 2024-02 (First Reading and Introduction)

Motion: Martinez; Second: J. Garcia; Approved: 4-0 (White – Absent)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**9. SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS VACANCY INTERVIEWS**

Request the City Council conduct interviews of applicants to fill a vacancy on the San Diego County Water Authority Board of Directors, discuss and consider applicant qualifications, and take action on the vacancy, including appointment of a San Diego County Water Authority Director by approving Resolution No. 2024-13R. (File Number 0120-10)

Staff Recommendation: None (City Clerk’s Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

- a) Resolution No. 2024-13R

The City Council interviewed Tom Kennedy, Kevin Grangetto and Roberto Garcia.

### **FUTURE AGENDA**

**10. FUTURE AGENDA**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

Morasco - City Council policy as to how items are placed on the agenda.

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

#### **CITY MANAGER’S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City’s website, [www.escondido.org](http://www.escondido.org).

#### **ORAL COMMUNICATIONS**

Jasper Anda – Requested the City Council pass a Resolution requesting a Ceasefire between Hamas and Israel.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### ADJOURNMENT

Deputy Mayor Garcia adjourned the meeting at 6:17 p.m.

---

MAYOR

---

CITY CLERK





# STAFF REPORT

---

## ITEM NO. 4

---

### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

### RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

---

February 7, 2024  
File Number 0170-57

---

## **SUBJECT**

**APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER MARCO SEVILLA**

## **DEPARTMENT**

Human Resources

## **RECOMMENDATION**

Request the City Council adopt Resolution No. 2024-02, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Officer Marco Sevilla.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

## **FISCAL ANALYSIS**

None.

## **PREVIOUS ACTION**

None.

## **BACKGROUND**

Mr. Sevilla filed for Industrial Disability Retirement on December 13, 2023, as a 55-year-old Police Officer. He has been employed by the City of Escondido since February 7, 1994. The basis for Mr. Sevilla's Industrial Disability Retirement application is confirmed by medical reports from Dr. Ramin Raiszadeh. Mr. Sevilla's condition is orthopedic in nature (lumbar/cervical spine). Accordingly, Mr. Sevilla is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Police Officer.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2024-02, approving the CalPERS Industrial Disability Retirement for Officer Marco Sevilla to be effective February 8, 2024.



# CITY *of* ESCONDIDO

STAFF REPORT

## RESOLUTIONS

- a. Resolution No. 2024-02

## RESOLUTION NO. 2024-02

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL RETIREMENT FOR POLICE OFFICER MARCO SEVILLA

WHEREAS, the City of Escondido (the "City") is a contracting agency of the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, the California Public Employees' Retirement Law (Government Code Section § 20000 et seq.) ("California law") requires that the City determine whether an employee classified as a local safety member is disabled for purposes of California law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, Marco Sevilla ("Employee") filed an application with CalPERS on December 13, 2023, for an Industrial Disability Retirement due to an orthopedic injury of the lumbar; and

WHEREAS, the Employee, is employed by the City in the position of Police Officer; and

WHEREAS, the City Council has reviewed the medical and other evidence relevant to this industrial disability.

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

1. That the above recitations are true.
2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Officer.

3. That the City Council certifies Resolution No. 2024-02 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither the Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. That the Employee's retirement date will be effective February 8, 2024, and his last day on paid status is February 7, 2024.

7. That there is not a possibility of third-party liability.

8. That the City will make monthly Advanced Disability Pension Payments of \$5,258.45, beginning March 1, 2024, until CalPERS begins making retirement payments. The City will also make a onetime advance disability payment of \$3,989.17, for the remaining twenty-two days of February 2024. CalPERS will send the reimbursement check to: City of Escondido Workers' Compensation Department 201 N. Broadway Escondido, CA 92025.

9. That the primary disabling condition is an orthopedic injury to his lumbar and cervical spine, and such injury arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



# STAFF REPORT

February 7, 2024

File Number 0600-10; A-3493

## SUBJECT

### AWARD OF PUBLIC IMPROVEMENT AGREEMENT FOR GRAND AVENUE VISION PROJECT – PHASE 2

## DEPARTMENT

Development Services

## RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2023-159 awarding the Grand Avenue Vision Plan Phase 2 (“Project”) to Nationwide Contracting Services Inc. (“Nationwide”), determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with Nationwide in the amount of \$9,082,789.12 for construction of the Project.

Staff Recommendation: Approval (Chris McKinney, Deputy City Manager, and Julie Procopio, City Engineer)

Presenter: Jonathan Schauble, Principal Engineer

## FISCAL ANALYSIS

The Project is included in the Capital Improvement Program budget and is funded with American Rescue Plan Act (“ARPA”) funds and TransNet funds. The programmed funds for the Project are sufficient to fund the construction and management of the Phase II project.

## BACKGROUND

This Project is the second phase of the City’s Grand Avenue Vision Plan that includes the widening of sidewalk, placement of fencing around permanent outdoor dining areas, re-striping, and landscaping from Maple Street to Juniper Street. In addition, traffic circles will be constructed at the intersections of Grand Avenue and North Broadway, and Grand Avenue and Kalmia Street per the adopted Grand Avenue Vision Plan. Festoon and street lighting will also be added between Kalmia and Juniper.

A future, third phase, of the Grand Avenue Vision Plan is proposed to construct a third traffic circle at Grand Avenue and Maple Street in addition to sidewalk and lighting improvements between Maple Street and Escondido Boulevard. Staff continues to seek grant funding for this project phase.



# CITY of ESCONDIDO

## STAFF REPORT

On November 30, 2023, the City received two sealed bids in response to the advertised request for bids for constructing phase two of the Grand Avenue Vision Project. The bid results are listed below:

Nationwide Contracting Services Inc. (“Nationwide”)	\$9,082,789.12
Griffith Company (“Griffith”)	\$9,454,454.00

A bid protest letter was submitted to the City by the second low bidder, Griffith. In the letter, Griffith cited four perceived irregularities in Nationwide’s bid that they believed should be the basis for the City to reject Nationwide’s bid and award the construction contract to Griffith. The issues identified by Griffith included signature irregularities, bid form irregularities, and lack of a striping subcontractor listed in the bid submitted by Nationwide. Staff also identified minor mathematical errors in six out of the 119 bid items in Nationwide’s bid schedule for this Project.

Staff in Engineering and the City Attorney’s Office have examined these issues with Nationwide’s bid and determined that they are minor and inconsequential irregularities and that waiving such irregularities would not do not provide an unfair competitive advantage to Nationwide and further would not affect Nationwide’s bid amount. In addition, staff has confirmed that Nationwide will be self-performing the striping bid item, and therefore does not need a subcontractor for that bid item.

Staff has evaluated the bids and determined that the bid submitted by Nationwide is the lowest responsive and responsible bid. Staff recommends waiving the inconsequential irregularities in Nationwide’s bid and awarding the Project construction contract in the amount of \$9,082,789.12 to Nationwide.

Construction of the Phase II project will be scheduled to begin in mid to late-September after the conclusion of the Crusin’ Grand season. The construction duration is estimated to be 7-months long.

### RESOLUTIONS

- a. Resolution No. 2023-159
- b. Resolution No. 2023-159 – Exhibit “A” – Public Improvement Agreement

## RESOLUTION NO. 2023-159

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE GRAND AVENUE VISION PLAN – PHASE 2 PROJECT

WHEREAS the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the Grand Avenue Vision Plan– Phase 2 (“Project”); and

WHEREAS, on November 16 and 23, 2023, a notice inviting bids for the Project (“Notice”) was duly published; and

WHEREAS, in response to the Notice, two sealed bids for the Project were submitted and subsequently opened on November 30, 2023; and

WHEREAS, after evaluation of the two sealed bids, City staff have determined that Nationwide Contracting Services Inc. (“Nationwide”) is the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the Project to Nationwide and authorize the Mayor, on behalf of the City, to execute a Public Improvement Agreement with Nationwide in the amount of \$9,082,789.12 to construct the Project.

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

1. That the above recitations are true.
2. That the City Council determines that Nationwide Contracting Services, Inc. is the lowest responsive and responsible bidder for the Project.



3. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Nationwide in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO  
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of the last signature date set forth below (“Effective Date”),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Jonathan Schauble  
760-839-4072  
("CITY")

And: Nationwide Contracting Services, Inc.  
a California corporation  
7660 Liberty Dr  
Huntington Beach, CA 92647  
Attn: Luicci Nader  
949-500-0894  
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Grand Avenue Vision Project - Phase 2 (“Project”), occurring in the public right of way on Grand Avenue between Maple Street and Juniper Street (“Property”), as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$9,082,789.12** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **120 working days** after the City's Notice to Proceed. ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$1,000 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles

moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
  - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
  - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
  - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
  - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for

all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

- (8) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
- (9) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations*. The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- f. *Compliance*. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits,

finances, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
  - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
  - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any



public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.
26. Federal Contract Provisions. CONTRACTOR shall comply with the Federal Contract Provisions which are attached to this Agreement as Exhibit 1 and incorporated herein by this reference. CONTRACTOR understands and acknowledges that, at the time it executes this Agreement, CONTRACTOR shall also execute and return to the CITY the Certification Regarding Lobbying which is included in Exhibit 1 as Attachment A.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Dane White, Mayor

Nationwide Contracting Services, Inc.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Bond No.: \_\_\_\_\_

Premium: \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and LC Paving & Sealing, Inc., a California corporation ("Principal"), have entered into that certain Public Improvement Agreement dated (e.g. "\_\_\_\_\_") ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Rehabilitation and Maintenance Project – Phase I.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and \_\_\_(e.g. "\_\_\_\_\_")\_\_\_\_\_, a \_ (e.g. "\_\_\_\_\_")\_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of Four Hundred Ninety-nine Thousand Two Hundred Seventy Nine dollars and Fifty cents (\$499,279.50), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_



Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

**LABOR AND MATERIALS BOND**

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and LC Paving & Sealing, Inc., a California corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated (e.g. "\_\_\_\_\_") ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Maintenance Project – Phase I.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation ("City"), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_(e.g. "\_\_\_\_\_")\_\_\_\_\_, a \_\_\_\_\_(e.g. "\_\_\_\_\_")\_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Ninety-nine Thousand Two Hundred Seventy Nine dollars and Fifty cents (\$499,279.50), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

The Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") administrated by the U.S Department of Treasury ("Federal Awarding Agency") under the American Rescue Plan Act of 2021 ("ARPA") will be used to fund all or a portion of this Agreement, and as such CONTRACTOR shall also comply with any applicable sections of 2 CFR Appendix II Part 200 relating to required contract provisions for federal awards, any applicable sections will be incorporated by reference into the resulting agreement including without limitations, the following:

1. DEBARMENT AND SUSPENSION

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONTRACTOR enters into.
- c. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C throughout the term of this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The CONTRACTOR acknowledges that Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 will be used to fund all or a portion of this Agreement. The CONTRACTOR shall comply with all applicable federal law, regulations, executive orders, SLFRF policies, procedures, and directives.

3. NO OBLIGATION BY FEDERAL GOVERNMENT

The United States Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

4. PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENT OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement

5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The CONTRACTOR agrees to report each violation to the City of Escondido and understands and agrees that the City of Escondido will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by ARPA.

Federal Water Pollution Control Act

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.
  2. The CONTRACTOR agrees to report each violation to the City of Escondido and understands and agrees that the City of Escondido will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
  3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by ARPA.
6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)
- a. Prior to entering into this Agreement, CONTRACTOR shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
  - b. Required Certification. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Exhibit 1 as Attachment A and incorporated herein by this reference.



## 7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

CONTRACTOR shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

## 8. ACCESS TO RECORDS

- a. The CONTRACTOR agrees to provide the CITY, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The CONTRACTOR agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the CITY and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

## 9. FEDERAL AWARDING AGENCY SEALS, LOGO, AND FLAGS

CONTRACTOR shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.

## 10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- c. *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

- d. *Subcontracts.* The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.
- e. *Further Compliance with the Contract Work Hours and Safety Standards Act.*
  - i. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserved them for a period of three years from the completion of the contract all labors and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
  - ii. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Awarding Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 12. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient's Authorized Official

\_\_\_\_\_  
Date



# STAFF REPORT

---

February 7, 2024  
File Number 0320-10

---

## **SUBJECT**

### **ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT**

## **DEPARTMENT**

Fire

## **RECOMMENDATION**

Request the City Council Approve Resolution No. 2024-11 acknowledging the Fire Department's report of compliance with annual State mandated inspections. The Report indicates the Escondido Fire Department has conducted 100% of Educational Group E occupancies and 100% of Residential Group R occupancies as required by state law.

Staff Recommendation: Approval (Fire: John Tenger, Fire Chief)

Presenter: John Tenger, Fire Chief

## **FISCAL ANALYSIS**

None.

## **PREVIOUS ACTION**

Resolution No. 2023-05, acknowledging receipt of the annual state mandated inspection compliance report from the Escondido Fire Department, was approved February 15, 2023.

## **BACKGROUND**

California law requires that certain structures be inspected on a regular basis. Public or private schools, which are used by more than six persons, (Educational Group E occupancies) and specified structures used for housing, such as hotels, motels, lodging houses, residential care facilities, and apartment houses (Residential Group R occupancies), must be inspected for compliance with building standards pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

On September 27, 2018, Governor Jerry Brown signed Senate Bill (SB) 1205, which requires fire departments to report annually to their administering authorities that these mandatory inspections have been conducted. SB 1205 was introduced in early 2018 in response to the Oakland Ghost Ship warehouse fire in 2016, which killed 36 people, and reported that many schools and apartment buildings in the Bay Area had not received their annual required fire inspections for many years.



# CITY of ESCONDIDO

## STAFF REPORT

According to the SB 1205's author, State Senator Jerry Hill, the annual report required by SB 1205 serves to "remind" cities to inspect their buildings as required by law to prevent the loss of life and property. SB 1205 requires the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. The intent is to bring to the attention of governing bodies, particularly during the budget process, if there is a lack of compliance with specified mandated annual inspections.

The Escondido Fire Department has a business inspection program that meets the Health and Safety Code requirements for the annual inspection of educational Group E and the residential Group R occupancies. Inspections are performed by our Fire Prevention Bureau inspectors and fire engine company personnel. The current staffing level of the Fire Department is currently sufficient to meet the State mandated inspection requirements of SB 1205.

The report of annual State mandated inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code is contained in Exhibit "A" of Resolution No. 2024-11.

### RESOLUTIONS

- a. Resolution No. 2024-11
- b. Resolution No. 2024-11 Exhibit "A"

## RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACKNOWLEDGING RECEIPT OF THE ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT DEVELOPED BY THE ESCONDIDO FIRE DEPARTMENT REGARDING THE REQUIRED INSPECTIONS PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 became effective on September 27, 2018; and

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 requires all fire departments, which provide fire protection services, conduct annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS California Health & Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of the Escondido Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

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

1. That the above recitations are true.
2. That the City Council expressly acknowledges the Escondido Fire Department compliance with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City



of Escondido, as detailed in Exhibit "A", which is attached to this Resolution and incorporated by this reference.

## Escondido Fire Department Annual State Mandated Inspection Compliance Report

### A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Escondido, there lie 77 Group E occupancies, buildings, structures and/or facilities.

From January 1, 2023, to December 31, 2023, the Escondido Fire Department completed 77 annual inspections for the Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 percent for this reporting period.

### B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc., as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Escondido, there lie 536 Group R (and their associated sub-categories) occupancies of this nature.

From January 1, 2023, to December 31, 2023, the Escondido Fire Department completed 536 annual inspections for the Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 percent for this reporting period.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR UNIT MULTIFAMILY RESIDENTIAL DEVELOPMENT WITHIN THE HISTORIC DOWNTOWN DISTRICT OF THE DOWNTOWN SPECIFIC PLAN

The City Council of the City of Escondido (“City”), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) Zadar LLC ("Applicant") filed a land use development application, Planning Case No. PL23-0075 (“Application”) constituting a request for a Master and Precise Development Plan for the conversion and remodel of a two-story commercial structure to accommodate four apartment units on the second floor, and ancillary site improvements (“Project”), on an approximately 0.16-acre parcel located on the south side of W. Grand Avenue, between S. Maple Street and S. Broadway, addressed at 143-145 W. Grand Avenue (Assessor’s Parcel Number 233-062-02-00), and more particularly described in Exhibit “A” attached to this Ordinance and incorporated by this reference as though fully set forth herein (“Property”); and

b) The Application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL23-0075. The Applicant seeks approval of a Master and Precise Development Plan for proposed improvements to the subject site and building, as shown on Exhibit “B” (“Master and Precise Development Plan”), and on file in the Planning Division, and incorporated herein by this reference as though fully set forth.

c) The Planning Division of the Development Services Department completed its review and scheduled a public meeting regarding the application before the Historic Preservation Commission on November 11, 2023. The Historic Preservation Commission voted to recommend approval of the project as designed. Subsequently, the Planning Division scheduled a public hearing regarding the application before the Planning Commission on December 12, 2023. Following the public hearing on December 12,

A COMPLETE COPY OF THIS ORDINANCE IS ON FILE IN THE OFFICE OF THE CITY CLERK FOR YOUR REVIEW.

## ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REPEALING ORDINANCE NO. 2020-10, ORDINANCE NO. 2020-24, AND RESOLUTION NO. 2020-44, WHICH TOGETHER AUTHORIZED FORMATION AND IMPLEMENTATION OF THE CITYWIDE COMMUNITY FACILITIES DISTRICT (CFD 2020-1) AND ASSOCIATED PROPERTY TAX LEVIES

The City Council of the City of Escondido (“City Council”), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

WHEREAS, on May 13, 2020, the City Council of the City of Escondido (“City Council”) adopted Resolution No. 2020-44 authorizing formation of the Citywide Services Community Facilities District, CFD 2020-1 (“Services CFD”); and

WHEREAS, on May 13, 2020, the City Council adopted Ordinance No. 2020-10 authorizing the levy of special taxes for the Services CFD; and

WHEREAS, on October 21, 2020, the City Council adopted Ordinance No. 2020-24 authorizing the conditioning of any development permit or entitlement on the establishment of a funding mechanism to offset the impacts to ongoing public services; (“Services Funding Ordinance”); and

WHEREAS, on October 21, 2020, the City Council adopted an amendment to Escondido Municipal Code § 6-434 to include as subsection (g) the following provision “Fees and exactions for public services referenced in Escondido Municipal Code Section 6-457”; and

WHEREAS, on or about February 26, 2021, the Building Industry Association of San Diego County (“BIASD”) filed a Petition for Writ of Mandate and Complaint for Declaratory Relief against the City of Escondido (“City”) in San Diego Superior Court, Case No. 37-2021-00008423-CU-MC-CTL (“Lawsuit”) wherein it challenged and sought judicial review of Ordinance No. 2020-24 and other City policies and development approval prerequisites which required new residential development applicants to annex

**A COMPLETE COPY OF THIS  
ORDINANCE IS ON FILE IN  
THE OFFICE OF THE CITY  
CLERK FOR YOUR REVIEW.**



# STAFF REPORT

---

February 7, 2024  
File Number 0120-15

---

## SUBJECT

### DISSOLUTION OF HISTORIC PRESERVATION COMMISSION

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the City Council provide direction on whether or not to dissolve the Historic Preservation Commission and determine which responsibilities should be transferred to the Planning Commission and staff.

Staff Recommendation: Provide Direction (City Clerk: Zack Beck)

Presenter: Zack Beck, City Clerk

## BACKGROUND

On August 19, 2020, the City Council formed a Boards and Commissions Subcommittee and assigned then Mayor Paul McNamara and Councilmember Consuelo Martinez to serve on it. The Subcommittee was tasked with reviewing the function of the City's Boards and Commissions in order to provide recommendations to make the commissions more efficient and effective to the full Council as needed.

On December 15, 2021, the City Council approved the following Boards and Commissions Subcommittee recommendations: 2 year terms for all commissions, uniform bylaws for all commissions, expansion to 7 members for all commissions and an annual meeting between City Council and Commissioners. The 2 year terms, uniform bylaws and expansion to 7 members were not applicable to the Planning Commission and Library Board of Trustees, as they are both governed by State Law.

On April 12, 2022, Development Services Staff presented the concept of dissolving the Historic Preservation Commission (HPC) to the Boards and Commissions Subcommittee. Staff noted that the HPC experienced challenges with recruiting qualified candidates and making quorum for meetings which resulted in certain projects being delayed. The Subcommittee decided to observe the HPC for a bit longer before making a dissolution recommendation to the full Council.

After the 2022 Election, Mayor White replaced former Mayor Paul McNamara on the Boards and Commissions Subcommittee. The Subcommittee met throughout 2023 and specifically reviewed the HPC. The Subcommittee reached a conclusion that they would recommend dissolving the HPC and transfer



# CITY of ESCONDIDO

## STAFF REPORT

certain historic preservation responsibilities to the Planning Commission and other responsibilities to staff (Attachment “1”).

The primary purpose for dissolving the HPC is to bring the City into better alignment with the *Comprehensive Economic Development Study (CEDS)*. The CEDS identified that the City of Escondido’s process for permitting housing is slow as stated below:

*“Slow Housing Permitting. In a region with strong housing demand, the pace of housing permitting in Escondido is slow, relative to its peers. In terms of economic or demographic fundamentals, the City does not face any significant barriers to permitting new housing. Even Measure S, which is sometimes linked to the City’s land use status quo, cannot obviously be linked to slow permitting. Interviews with planning officials and other city leaders indicate that there is widespread commitment towards increasing the number of housing units on the market. Indeed, since 2017 there has been a marked improvement in permits issued. However, neighboring cities still do better in this regard, especially in the multi-family category.*

*Slow permitting has two major effects on the Escondido economy. First, it makes the City more expensive and therefore less attractive to younger working families who might otherwise bring incomes and the ‘workforce of tomorrow’ into the City. The City will be less attractive to families if it continues to lock them out of home ownership. Second, it represents an unnecessary drag on the construction industry. Construction added more jobs than any other sector between 2016 and 2021, but it would have added even more if Escondido permitted more housing. Slow permitting is also somewhat related to the ability of Escondido to provide adequate housing to its residents. Community respondents, especially from the business sector, reported concerns about public homelessness. A small part of this problem can be connected to barriers (in Escondido and across California) to the construction of new housing units. (CEDS at p.44)”*

By transferring historic preservation responsibilities to the Planning Commission and staff, it should lead to a more expeditious approval process. This also aligns with City Council priority to *Encourage Housing Development*.

There are unique qualifications for the HPC as listed here: [Boards & Commissions - City of Escondido](#) and fortunately, we have recently been able to fill the seats with qualified candidates. The current Historic Preservation Commissioners are actively engaged and doing their best with limited resources, staff liaison turnovers and bi-monthly meetings. The recommendation of the Subcommittee to dissolve the HPC is not a reflection of its displeasure with the current commissioners, rather it is intended to make the City more efficient by aligning processes and polices with the Comprehensive Economic Development Study and Council Priorities.

At the request of the Subcommittee, the City Clerk informed the Historic Preservation Commissioners about the possibility of dissolution at the November 16, 2023 meeting. In addition, the City Clerk provided



# CITY *of* ESCONDIDO

## STAFF REPORT

background information about the possible HPC dissolution to the Old Escondido Neighborhood Group as well as the Planning Commission. The Planning Commission discussed the potential dissolution of the Historic Preservation Commission (“HPC”) during their January 9th and January 23rd regularly scheduled meetings. During these discussions, the commission discussed the benefits of historic preservation within the City, potential issues associated with the dissolution of the HPC, and what obstacles the HPC may present to residential development within the City. The Planning Commission did not vote on a formal recommendation regarding the HPC.

The Subcommittee is committed to historic preservation which is why it proposes transferring HPC responsibilities to the Planning Commission. This will encourage the Planning Commission to view projects through a historical lens, with the goal being a more cohesive vision for development that reflects Escondido’s vibrant community.

### ATTACHMENTS

1. Proposed Delegation of Historic Preservation Responsibilities

## PROPOSED DELEGATION OF HISTORIC PRESERVATION RESPONSIBILITIES

Action/Task	Current Final Authority on Action	Proposed Final Authority on Action
Designating Local Register or Local Landmark	Historic Preservation Commission, with planning staff recommendation	Zoning Administrator (ZA), with planning staff recommendation
Rescinding Local Register or Landmark Status	Historic Preservation Commission	Zoning Administrator with planning staff recommendation
Designation of a Historic District	City Council with Historic Preservation Commission recommendation	City Council with Planning Commission recommendation
Certificate of Appropriateness (Major Projects)	Director with Historic Preservation Commission recommendation	Director, with Director option to elevate to PC for Design Review
Certificate of Appropriateness w/ discretionary action	Final decision maker authority (based on discretionary action) with Historic Preservation Commission recommendation	Final decision maker
Emergency Demolition Permit	Two HPC commissioners, architect/engineer, and the Director	Chief Building Official, City Planner, Fire Marshall, and the Director
Non-emergency demolition permit for non-significant structure	Planning staff	Planning staff
Non-emergency demolition for significant resource	City Council with Historic Preservation Commission recommendation	City Council with Planning Commission recommendation





# STAFF REPORT

---

February 7, 2024  
File Number 0680-10

---

## SUBJECT

**REVIEW OF CITY COUNCIL POLICY FOR PLACING ITEMS ON THE AGENDA-**

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the City Council review the policy how items are placed on the City Council Meeting Agenda.

Staff Recommendation: None (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

## BACKGROUND

On January 24, 2024, Councilmember Morasco requested an item be placed on the future agenda to review the policy (Attachment "1") for how items are placed on the City Council Meeting Agenda.

## PREVIOUS ACTION

## ATTACHMENTS

- a. Attachment "1" – Resolution No. 2023-158R City Council Policies and Rules of Procedure

RESOLUTION NO. 2023-158R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND READOPTING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures, methods of operation and ethics which are amended from time to time; and

WHEREAS, the City Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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

- 1. That the above recitations are true.
- 2. That the following Rules shall govern the City Council:

Section A: Rules of Order and Procedure

- 1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 4:00 p.m. commencing with closed session items and thereafter at 5:00 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

- 2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council should consider those resolutions, motions or matters which affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation, or such resolutions or motions supporting or

disapproving legislation or actions pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation where such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its officers or employees as such.

3. Order of Business. Regular business of the Council at the 5:00 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Closed Session Report
- e. Proclamations/Presentations
- f. Oral Communications
- g. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes Approval
- h. Public Hearings
- i. Current Business Matters
- j. Future Agenda Items
- k. Council Members Subcommittee Reports
- l. Council Member Reports
- m. City Manager's Weekly Activity Report Highlights
- n. Oral Communications
- o. Adjournment

4. Consent Calendar Defined.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, approval of the warrant register, Notices of Project Completion, Treasurer's Quarterly Investment Report, certain contract and grant

awards, resolutions setting hearings, final maps, and various leases and agreements are listed on the "Consent Calendar" and shall be adopted by one motion unless Council, staff or a member of the public requests specific items to be discussed and/or removed for separate action. Those items so approved under the heading "Consent Calendar" will appear in the Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

From time to time, the Council may schedule a "workshop" style meeting. Such workshops shall comply with all applicable noticing laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

5. Oral Communications.

Time has been reserved near the end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on items of interest to the public. The Mayor as the presiding officer may at his or her discretion reduce or extend the time for a speaker or speaker representative to address the Council consistent with the Ralph M. Brown Act. Members of the public that speak during "Oral Communications" may not demand audio/visual support from the City Clerk or City Staff. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Electronic Public Comment

Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments submitted electronically will, if feasible, be provided to the City Council by the City Clerk

prior to the Council meeting for which the comments apply. Those comments shall thereafter be summarized and permanently filed with the minutes of the meeting.

7. Council Member Reports.

The Council Member Report agenda item provides members of the Council an opportunity to report matters of general interest to the public and their fellow Council Members. No actions, votes or further discussions shall occur on any such matter(s).

8. Council Action on Agenda Matters.

Prior to any vote or discussion by the Council on a matter to be decided on the agenda, City staff shall provide a presentation and/or answer questions, if requested, and thereafter, any Council member may seek recognition by the presiding officer and make a motion to adopt such item, and thereafter, the presiding officer shall determine if another Council member, including the presiding officer, seconds the motion. If the motion receives a second, the matter may be debated before putting the motion to a vote of the Council. A motion that fails to obtain a second or a majority vote shall die.

9. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.
- b. Whenever any group of persons wishes to address the

Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetitions before the Council.

- c. City staff presentations and responses to Council questions are not governed by this time limit.

10. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

11. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming.

12. Proclamations and Presentations.

The City of Escondido recognizes members of the public, groups, or other entities in different ways. Individual Councilmembers may request the preparation of a Certificate of Achievement, Acknowledgment, or Recognition (depending on the

circumstances) to be presented in their individual capacity as a member of the City Council. Such certificates shall be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Such certificates shall be requested directly from the City Manager's office, with ample advance notice to the City Manager's office to enable preparation and delivery. Each Council member requesting a certificate shall be solely responsible for providing the content and verifying the accuracy of the document. Multiple Councilmembers may sign and present such certificates subject to coordination among themselves.

The Mayor and any Councilmember may also recommend the public acknowledgement of any member of the public, group, entity or matter of public interest through the issuance and presentation of a formal proclamation on behalf of the City of Escondido. Such recommendations shall be made in coordination with the City Manager's office. Upon approval by the Mayor, such proclamations shall then be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Proclamations will normally be signed on behalf of the City by the Mayor. However, if some or all City Councilmembers also wish to sign a proclamation, and signatures can be obtained in a timely manner, proclamations may be signed by the full City Council or by those members wishing to sign the document. Proclamations shall normally be presented by the Mayor at the commencement of a meeting of the City Council, unless circumstances dictate the presentation of the proclamation elsewhere. Any disagreement with whether or not such a proclamation shall be issued shall be resolved by a majority vote of the City Council.

The Mayor or any Councilmember may request that a presentation to the City Council at a regular meeting be made by members of the public, other public entities, or other groups, on issues of interest to the City Council or members of the public. Such

presentations shall be coordinated with the Mayor and the City Manager's office and shall be subject to scheduling in a manner that does not interfere with the need to conduct normal City business. Any disagreement with whether or not such a presentation is to be scheduled shall be resolved by a majority vote of the City Council.

13. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

14. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

15. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):
  - (1) To adjourn
  - (2) To fix hour of adjournment
  - (3) To lay on the table



- (4) For the previous question
  - (5) To postpone to a certain day
  - (6) To refer
  - (7) To amend
  - (8) To postpone indefinitely
- b. A motion to adjourn shall be in order any time, except as follows:
- (1) When repeated without intervening business or discussion
  - (2) When made as an interruption of a Council member while speaking
  - (3) When the previous question has been ordered
  - (4) While a vote is being taken
- c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.
- d. A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the agenda of the next regular meeting, to be discussed at the following regular meeting.
- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Council member of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.
- f. A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A

substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.

g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.

h. A motion to refer shall not be debatable except for the propriety of referring.

16. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

17. Appeals; Continuances.

Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

18. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Council determines when reconsideration shall occur.

19. Personal Privilege.

The right of any Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

20. Council Conduct.

Each member of the Council shall act in a courteous and respectful manner to all members of the Council, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

21. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

22. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a private non-profit entity shall not participate in the discussion or voting process to determine whether or not that entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of

a larger request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

23. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

24. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches and which disrupt the proceedings shall not be displayed during Council proceedings by members of the public.

Section B: City Council Policies.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in identical fashion to all Council members.

In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

With respect to other communications, such as those involving other governmental entities, organizations, and related entities where such communication occurs between the entities rather than specific individuals, the Mayor shall respond on behalf of the City, with copies to all Council members. Matters involving routine city administrative issues shall generally be responded to by either the City Manager or City Attorney, as appropriate, on behalf of the City. With respect to correspondence that consists of invitations to events, the Mayor and Council shall coordinate such invitations with the City Manager's support staff.

Because substantial portions of City Council communication, whether electronic or written, is subject to California's Public Records laws, all City Council communications shall be coordinated with the City Manager for the purpose of compliance with various laws governing public records. All Council members using city computers shall be subject to the City's Administrative Directives regarding computer use.

2. Press Releases.

All press releases on behalf of the City shall be issued on City letterhead and only on behalf of the City generally or the entire City Council. Press releases shall be prepared and coordinated by the City Manager's Office.

3. Council Calendar.

The responsibility for managing the calendars of the City Council and the City Council members shall be delegated to the City Manager's secretary.

4. Audits.

Staff shall informally assist the City Council in a periodic accounting of individual expenditures for travel, phone use, etc.

5. Council Travel Policy.

Council members shall be bound by all City policies, as expressed in Administrative Directives or otherwise, regarding travel on City business.

The City Council shall fix an amount in the City Council budget which each Council member may use for business-related education and travel expenses, including attendance at seminars, conferences and other related educational opportunities. These funds will be separate from any budget established for Council member participation in committees associated with other public agencies and entities. If these funds are not used during the fiscal year appropriated, they shall be returned to the General Fund.

Elected officials shall provide brief reports on meetings attended at the City's expense at the next regular City Council meeting. If multiple elected officials attended, a joint report may be made. Reports may be provided in writing as part of the Agenda packet distribution.

6. Council Communication with Staff.

The Council members shall request information or give direction only to the City Manager or City Attorney, or those persons designated by the City Manager or City

Attorney to assist the Council members in such inquiries or requests. Requests for information should be directed to the City Manager, although incidental or minor requests (not involving analysis or significant time) may be requested directly from department heads, with a copy to the City Manager. Requests which involve change of policy, expenditure of funds, or use of significant staff time shall be submitted to the full Council for approval.

7. Review of Reimbursements.

The Director of Finance or a designee shall review all City Council requests for reimbursement of expenses for consistency with City policy on such expenses.

In all cases, Council members shall be bound by the same policies and procedures adopted and applicable for all City employees on a citywide basis. To the extent such policies provide for per diem reimbursements, auto allowances, and related forms of reimbursement rather than receipt-specific reimbursement, it is hereby determined that such per diem or fixed amount reimbursements, so long as applicable to all city employees, are the best and most efficient method of reimbursing expenses on an actual and necessary basis.

8. Council Salary.

To assure attention to the Council compensation allowable under state law, the City Council shall have an agenda item during a meeting in December of odd numbered years for the purpose of determining whether or not to take action regarding Council compensation.

9. Campaign Activity Funding.

The City Council shall not direct or authorize the expenditure of public funds to prepare or distribute a publication or communication when the style, tenor, and timing of the publication or communication demonstrates that it constitutes traditional

campaign activity or that it supports or opposes the approval or rejection of a ballot measure.

10. Council Use of City Staff for Public Events.

The Council believes that making opportunities available for Council members to interact with the public outside of regular public meetings is a benefit to the Council and residents of the City. The ability to communicate to the public the availability of the Councilmembers for such events is critical to their success.

Council members may request through the City Manager's Office the services of City staff to assist in the hosting of public events related to City business including, but not limited to, the electronic posting of notices of public events involving the Council members on the City's social media platforms. To the greatest extent possible, the amount of staff resources devoted to such efforts shall be equal among all Council members.

To the extent any such staff efforts require time beyond the posting of notices on the City's or related website, the City Manager shall be responsible for determining whether such personnel resources are available, whether there is a sufficient budget to cover the costs related to such efforts, and ensuring that all council members may obtain like and equal services during the course of any fiscal year. Council members shall not use any city staff or resources as part of, or in coordination with, any campaign for public office.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

The respected operation of democratic government emphasizes that elected officials be independent, impartial, and responsible to the people. It requires that they conduct themselves in a manner above reproach.



This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

2. Disclosure of Closed Session Matter.

No member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any information presented or discussed during a closed session meeting unless the City Council first authorizes such disclosure by the affirmative vote of three members.

3. Disclosure of Confidential Communications.

Except when disclosure is mandated by state or federal law, no member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, or the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any confidential or privileged communication relating to matters of City business, received under circumstances where the confidential or privileged nature of the communication is reasonably conveyed, unless the City Council first authorizes such disclosure by the affirmative vote of three members of the City Council.

4. Conduct During Negotiations/Litigation.

The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed

session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall communicate any negotiating position on behalf of the City or engage in any negotiations for employee salary, benefits or working conditions. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

5. Ex Parte Communications.

The purpose of this provision is to guarantee that all interested parties to any adjudicatory matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties on a matter relevant to an adjudicatory proceeding.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

Any written or oral ex parte communication received by a member of the City Council in matters where all interested parties are entitled to an equal opportunity for a hearing shall be made a part of the record by the recipient.

6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 15<sup>th</sup> day of NOVEMBER, 2023 by the following vote to wit:

AYE : Councilmembers: C. GARCIA, MORASCO, WHITE

NOES : Councilmembers: J. GARCIA, MARTINEZ

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:  
*Dane White*  
19FFE5DB8C3B409...  
DANE WHITE, Mayor of the  
City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D08DC1430...  
ZACK BECK, City Clerk of the  
City of Escondido, California

RESOLUTION NO. 2023-158R



# STAFF REPORT

---

February 7, 2024  
File Number 0145-20

---

## **SUBJECT**

**COUNTY OF SAN DIEGO EMERGENCY HOMELESS SHELTER PROPOSAL-**

## **DEPARTMENT**

Mayor's Office

## **RECOMMENDATION**

Request the City Council provide direction regarding the County of San Diego proposal to use 620 E. Valley Parkway Escondido, CA 92025 as an emergency homeless shelter site.

Staff Recommendation: Provide Direction

Presenter: Dane White, Mayor

## **BACKGROUND**

San Diego County Supervisor Terra Lawson-Remer placed an item on the February 6, 2024, San Diego County Board of Supervisors Agenda (Attachment 1) to consider placing an emergency homeless shelter at 620 E. Valley Parkway, Escondido, CA 92025.

## **ATTACHMENTS**

- a. Attachment 1 - February 6, 2024 San Diego County Board of Supervisors Agenda Item
- b. Attachment 2 – Letters of Objection



# TERRA LAWSON-REMER

## VICE-CHAIR

SUPERVISOR, THIRD DISTRICT  
SAN DIEGO COUNTY BOARD OF SUPERVISORS

### AGENDA ITEM

**DATE:** February 6, 2024

**TO:** Board of Supervisors

#### SUBJECT

**MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (DISTRICTS: ALL)**

#### OVERVIEW

Under this Board of Supervisors (Board), the County of San Diego (County) has been more active than ever in stepping up its response to homelessness. In the last 3 years, the County has pushed a significant increase in homeless outreach that now reaches all 18 cities and has worked collaboratively with city jurisdictions to stimulate the expansion of approximately 900 new emergency housing options including beds and safe parking spaces, funded 1,655 affordable homes with approximately another 3,180 units on the way, and led a significant increase in behavioral health services to support mental health and addiction treatment.

The County is leveraging all our tools in the fight against homelessness, including making County land available for local cities and community organizations to develop temporary and long-term homeless solutions. The County modeled this approach at the 150-bed Rosecrans Shelter, partnering with the City of San Diego and the Lucky Duck Foundation to launch the emergency shelter in the Midway District. The County contributions included the use of County land, \$1.2 million in capital for site prep costs and providing on-site behavioral health staffing support and access to self-sufficiency programs provided by Department of Homeless Solutions and Equitable Communities. Since opening in September 2022, the Rosecrans facility has sheltered 878 individuals with a 95% occupancy rate.

Given the success of this model, the County should analyze additional land assets that may be suitable for similar emergency housing programs alongside local agencies and community partners. The County stands ready and willing to take action as a strong partner. Many of these sites have long-term disposition plans that are in various stages of planning and approval to support affordable housing construction but may have a window of several years that the site could support an interim use. Today's action would not impact the County's long-term affordable housing plans for these sites in any way.

**SUBJECT: MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (DISTRICTS: ALL)**

The sites identified in this Board Letter have utilities located on site, minimizing public costs, and providing a greater return on investment. Further, the County recently launched a program called Building Partnerships that aims to expand local safe sleeping cabin options via innovative partnerships with local private entities to address homelessness. The County established a sleeping cabin vendor contract for partner organizations to purchase cabins directly and to set up for use as emergency shelters through a grant program offered by the Department of Homeless Solutions and Equitable Communities (HSEC). HSEC launched this effort on November 1, 2023, which included the release of the grant opportunity.

Today's action directs staff to conduct a preliminary screening of suitability of County sites for emergency housing options, focusing on sleeping cabin villages, sprung shelters, safe parking, or repurposing existing structures for homeless services. It also authorizes staff to issue a Request for Information (RFI) on the sites that are deemed feasible for one or more of these uses, to identify potential partners interested in bringing homeless services to these sites. Potential partners include service providers, philanthropies, community-based organizations, and local government agencies.

**RECOMMENDATION(S)**

**VICE-CHAIR TERRA LAWSON-REMER**

1. Direct the Chief Administrative Officer to conduct a preliminary screening of opportunities to utilize County-owned sites for temporary emergency housing options, including safe sleeping cabin villages, safe parking, sprung shelters, or repurposing existing structures for homeless services. Report back with an analysis within 120 days.
  - a. Sites to be analyzed should include, but not be limited to:
    - i. W. Beech Street/Kettner Avenue, San Diego
    - ii. 620 E. Valley Parkway, Escondido
    - iii. 6255 Mission Gorge Road, San Diego
    - iv. 5001 73rd Street, San Diego
    - v. 5202 University Avenue, San Diego
2. Authorize the Department of Purchasing and Contracting to issue a Request for Information (RFI) to identify potential service providers and local jurisdictions looking to partner to stand up compassionate emergency housing solutions on these sites to be released after the preliminary screening is completed. The RFI would be applicable to the sites that are deemed feasible in the preliminary screening directed in Recommendation 1. For the purposes of the RFI, ensure potential respondents know the County may fund some or all of the site preparation, utility hookups, sleeping cabins, site assembly costs, and other development costs that are needed to create a compassionate emergency housing solution. In return, respondents will be expected to provide the funding for on-going operations. Ensure all temporary compassionate emergency housing solutions do not interfere with the County's long-term commitments and plans for the sites, including development of affordable housing. Provide preferences for responses that offer the

**SUBJECT: MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (DISTRICTS: ALL)**

highest level of service, best serve the unhoused needs of the County, and minimize cost exposure to the County.

**EQUITY IMPACT STATEMENT**

The increase in homelessness is an issue of concern to our entire County, even more so in disadvantaged communities. Continuing to explore ways to create equity by decreasing homelessness in individuals and families is a benefit to the entire region.

**SUSTAINABILITY IMPACT STATEMENT**

Today's proposed actions are aligned with Sustainability Goal #2, assisting in providing just and equitable access to housing. These actions will assist persons experiencing homelessness to quickly reconnect to stable homes, reducing the impacts on the justice, education, and public health systems. Addressing and ending the growing crisis of people experiencing homelessness in San Diego would lead to positive social and economic enhancements, contributing to the overall sustainability of the region.

**FISCAL IMPACT**

Funds for this cost are included in the Fiscal Year 2023-25 Operational Plan in the Health and Human Services Agency. Today's recommendations will result in an initial one-time cost of approximately \$90,000 for the preliminary screenings of the sites listed. There may be fiscal impacts associated with future related actions which would require a return to the Board for consideration and approval. The funding source is American Rescue Plan Act (ARPA) amounts under the Homeless Services component of the ARPA Framework. There will be no change in net General Fund cost and no additional staff years.

**BUSINESS IMPACT STATEMENT**

N/A

**ADVISORY BOARD STATEMENT**

N/A

**BACKGROUND**

The County of San Diego (County) is leveraging all of our tools in the fight against homelessness, including making County land available for local cities and community organizations to develop temporary and long-term homeless solutions. The County modeled this approach at the 150-bed Rosecrans Shelter, partnering with the City of San Diego and the Lucky Duck Foundation to launch the emergency shelter in the Midway District. The County contributions included the use of County land, \$1.2 million in capital funding for site preparation costs and providing on-site behavioral health staffing support. Since opening in September 2022, the Rosecrans facility has sheltered 878 individuals with a 95% occupancy rate.

Given the success of this model, the County should analyze additional land assets that may be suitable for similar emergency housing programs alongside local agencies and community partners. The County stands ready and willing to take action as a strong partner. Many of these



**SUBJECT: MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (DISTRICTS: ALL)**

sites have long-term disposition plans that are in various stages of planning and approval to support affordable housing construction but may have a window of several years that the site could support an interim use. Today's action would not impact the County's long-term affordable housing plans for these sites in any way.

The sites identified in this Board Letter have utilities located on site, minimizing public costs, and providing a greater return on investment. Further, the County recently launched a program called Building Partnerships that aims to expand local safe sleeping cabin options via innovative partnerships with local private entities to address homelessness. The County established a sleeping cabin vendor contract for partner organizations to purchase cabins directly and to set up for use as emergency shelters through a grant program offered by the Department of Homeless Solutions and Equitable Communities (HSEC). HSEC launched this effort on November 1, 2023, which included the release of the grant opportunity.

Today's action directs staff to conduct a preliminary screening of suitability of County sites for emergency housing options, focusing on sleeping cabin villages, sprung shelters, safe parking, or repurposing existing structures for homeless services. It also authorizes staff to issue a Request for Information (RFI) on the sites that are deemed feasible for one or more of these uses, to identify potential partners interested in bringing homeless services to these sites. Potential partners include service providers, philanthropies, community-based organizations, and local government agencies.

Today's action directs staff to analyze the suitability of these sites for compassionate emergency homeless solutions, focusing on safe sleeping cabin villages, safe parking, and sprung shelters. Today's action also calls for a Request for Information (RFI) on sites that are deemed feasible, to identify potential partners interested in bringing homeless services to these sites, including service providers, philanthropies, community-based organizations, and local government agencies.

The County-owned sites for staff analysis should include, but not be limited to the following:

**1. W Beech Street/Kettner Avenue, San Diego**

- Approximately 16,000 square foot (SF) site at the corner of W. Beech Street and Kettner Avenue. Located in the Little Italy neighborhood in District 3.
- Site has a long-term disposition agreement for market rate housing and is currently serving as construction staging area for the adjacent Kettner Crossing affordable senior housing development. Once construction is completed in late 2024, the site could be evaluated for a temporary use until the market rate developer breaks ground in approximately late 2025.

**2. 620 East Valley Parkway, Escondido**

- Located in Escondido in District 5
- The approximate 2-acre site contains the Esperanza Crisis Center that will remain operational, with the remainder of the parcel demolished with a concrete pad.

**SUBJECT: MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (DISTRICTS: ALL)**

- Located on a transit corridor with connections to the Escondido Transit Center on East Valley Parkway.
  - County Request for Proposals has been released for potential affordable housing development, with developer selection occurring by early summer and construction commencing as early as 2028.
- 3. 6255 Mission Gorge Road, San Diego**
- Located in the Grantville neighborhood in District 2.
  - The property encompasses 0.86 acres along Mission Gorge Road that contained a Health and Human Services Agency building that has since been demolished, as well as a separate 18,731 SF surface parking lot across Glacier Avenue to the northeast.
  - The site has been awarded to Wakeland Housing Corporation and will be developed with 334 affordable units for low-income seniors with construction commencing as early as 2026.
- 4. 5001 73rd Street, San Diego**
- 1.26-acre parcel that formerly housed the Northeast Family Resource Center site located in the College East neighborhood in District 4.
  - The site is already demolished and contains a peripheral parking lot and fence with a concrete pad.
  - The site has been awarded to Eden Housing Corporation and will be developed with 120 affordable units for families with construction commencing as early as 2026.
- 5. 5202 University Avenue, San Diego**
- Located in the Colina Park neighborhood in District 4
  - The 0.53-acre site was the former home to the Central Region Public Health Center. The site is currently vacant, and the existing 4,500 SF building and 1,500 SF trailer are slated for demolition in early 2024.
  - County has entered into a development partnership with the San Diego Housing Commission (SDHC) as part of a larger affordable housing project. SDHC is in the process of site design, due diligence and entitlements with construction commencing as early as 2028.

**LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN**

Today's actions support the County of San Diego's 2024-2029 Strategic Plan initiatives of Sustainability, Equity and Community by ensuring resiliency by adding capacity to respond to immediate needs for individuals and families; creating initiatives that reduce and eliminate poverty by promoting economic opportunity; creating programs that value health and housing; and by improving the quality of life for individuals experiencing or at-risk of experiencing homelessness.

Respectfully submitted,

**SUBJECT:** MAKING COUNTY LAND AVAILABLE FOR EMERGENCY HOMELESS SHELTER SOLUTIONS (**DISTRICTS: ALL**)

A handwritten signature in blue ink, appearing to read 'Terra Lawson-Remer', with a large, stylized flourish extending to the right.

TERRA LAWSON-REMER  
Supervisor, Third District

**ATTACHMENT(S)**  
N/A



Sean McGlynn, City Manager  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4631  
E-mail: [Smcglynn@escondido.org](mailto:Smcglynn@escondido.org)

February 5, 2024

Supervisor Lawson-Remer:

I am writing to request removal of 620 E. Valley Parkway from inclusion in the scope of the Board of Supervisors agenda item, "Making County Land Available for Emergency Homeless Shelter Solutions." While it is important to provide support to those in need, this location is not suitable for a temporary homeless shelter and will have negative consequences for our community.

First and foremost, the proposed location is in close proximity to residential areas, schools, and businesses. Placing a temporary homeless shelter in such a location may pose safety concerns for residents and could potentially lead to an increase in crime and blight. Additionally, by utilizing the 620 E. Valley Parkway as an emergency shelter Escondido's downtown core would be bookended with homeless shelters and services. Only one mile away from the proposed location Interfaith Community Services operates homeless sheltering and other supportive services. The immediate area surrounding 550 W. Washington Ave already represents the single largest calls for police services for the City of Escondido, and so adding this location would only compound the already challenging situation.

Next, the City of Escondido adopted a Comprehensive Economic Development Strategy (CEDS) on June 7, 2023, that prioritizes land use for housing that promotes an increase in population growth rates and an increase in available local jobs to improve the City's economy. This document was filed with the federal Economic Development Administration (EDA), outlining specific tactics to encourage population growth and job growth within Escondido. Learn more about the report here: <https://escondido.org/ceds>.

Escondido experiences lower educational attainment rates and lower average annual wages than surrounding cities in San Diego County (see CEDS report.) Therefore, land within the City boundaries is prioritized by the City Council for permanent housing and job opportunities to allow for economic recovery and resiliency.

The geographic area of the downtown-specific plan within the City of Escondido is listed as an area of focus in the CEDS and includes the development of market-rate housing units at the location of the former Palomar Hospital site, a location directly across from the proposed County location for emergency housing shelter consideration.

The City is working to increase housing and businesses in a walkable neighborhood of the downtown-specific plan; current homelessness activity in the downtown-specific plan area is a detractor from residential and business growth and has contributed to a -347.7% 12-month retail building net absorption rate and an overall 6% vacancy rate in

February 5, 2024  
Page 2

retail (meaning businesses are actively vacating the area at a rapidly growing rate). The average retail vacancy rate in the County of San Diego is 3.83%.

The Escondido City Council recently adopted an East Valley Specific Plan that allows for higher-density housing zoning. The proposed County site for the emergency shelter is zoned commercial and located in the East Valley Specific Plan, immediately adjacent to the Downtown Specific Plan area. Pursuing this property as an emergency homeless shelter would further exacerbate blight within a low-income census tract in need of revitalization and development consistent with the East Valley Specific Plan. Use of this site for anything other than permanent, dense housing or job creation detracts from the City's strategic priorities of creating permanent housing and job growth.

Additionally, the proposed shelter lacks proper infrastructure and resources to support the anticipated influx of individuals seeking assistance. Without a comprehensive plan in place, the proposed shelter threatens to become overwhelmed, leading to unsanitary conditions, increased strain on emergency services, and a decline in the overall quality of life for residents, businesses, and the homeless population.

Furthermore, the City was not adequately consulted about this recommendation. It is crucial to consider the opinions and concerns of our community members, who will be directly affected by the presence of the shelter.

I strongly urge you to remove 620 E. Valley Parkway from consideration for the emergency homeless shelter, and instead prioritize and expedite the RFP for housing. It is essential to work collaboratively with residents, businesses, and other stakeholders to find a considered and practical solution.

Thank you for your attention to this matter, and I trust that you will carefully consider these concerns.

Sincerely,



Sean McGlynn  
City Manager

cc: Supervisor Jim Desmond



Dane M. White, Mayor  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4631  
E-mail: [dawhite@escondido.org](mailto:dawhite@escondido.org)

February 6, 2024

To: San Diego County Board of Supervisors

Just last week we were made aware of plans to place a temporary homeless shelter in Escondido located at 620 E. Valley Parkway. This proposal was made without consideration of local Escondido leaders, and without consideration of the impacts of the surrounding areas. Previously, the County of San Diego approached the Escondido City Council to propose senior affordable housing at the same site which was met with the complete support of the Escondido City Council. While we still support the much needed affordable housing for seniors, we oppose any attempt to place a temporary shelter at this location.

In February of 2023, the Escondido City Council created a subcommittee dedicated to finding solutions for the homeless population in Escondido. With one of the largest concentrations of homeless in this city, we have been working tirelessly creating a plan to address this. During the last year, the subcommittee has drafted several new policies for the City Council to consider, as well as visited several different homeless shelters, safe parking lots and camping sites to see what is working and not working in other cities. These tours have gone as far as the City of Huntington Beach. We believe we have found a model that will work for us and are currently working on partnerships with local service and healthcare providers to bring this to fruition at a more appropriate site. The site of your proposal is in the heart of our central business district where small business owners are already struggling keeping their stores clean and safe. We receive concerns daily about the safety of both business owners and their customers in this district. Placing a shelter at this location will only exacerbate this problem, especially without a clear exit plan. Where will these individuals go when construction begins on the affordable housing? Will they be left to wander aimlessly through our downtown and the city? In addition to location, priority is another major area of concern. With one of the largest concentrations of homeless in the City of Escondido will those who are already here now be given priority? It would seem imprudent and counterproductive to bring individuals from another city into a city that is struggling to address the current situation.

Despite your attempt to circumvent local city officials, we stand ready to partner with you. The City of Escondido has a surplus of property better suited for a shelter and services. Instead of a temporary shelter at 620 E. Valley Parkway, why not work with us on a more permanent solution at a different location? Placing a permanent shelter on city property that we will manage and maintain would be a more efficient, long-term plan that would serve both the City of Escondido and the homeless population already in this city. We would welcome you in joining the work that the subcommittee is already doing.

San Diego County Board of Supervisors  
February 6, 2024  
Page 2

Again, we are not opposed to having a shelter in this city. Location, priority, and long-term planning can all be addressed more effectively by working together. Please consider working with us and not against us.

Thank you for your consideration.

Sincerely,



Dane M. White  
Mayor



Christian Garcia  
Deputy Mayor



Edward Varso  
Chief of Police  
1163 N. Centre City Pkwy.  
Escondido, CA 92026  
Phone: 760-839-4721 Fax: 760-745-3432  
evarso@escondido.org

February 5, 2024

Supervisor Lawson-Remer:

I am writing to you in response to the upcoming Board of Supervisors agenda item, "Making County Land Available for Emergency Homeless Shelter Solutions." While I deeply understand the need to take action to address the ever-complicated homeless challenge, from a purely public safety perspective, setting up a temporary homeless shelter on land at 620 E. Valley Pkwy. Escondido is extremely shortsighted. Furthermore, I believe it critical for you to know that this particular location is within close proximity to numerous apartments and single-family residences. Those who live near 620 E. Valley Pkwy. are often families, seniors, and largely low-income. The staff report references the close proximity of public transportation, suggesting this is an advantage for a homeless shelter. However, what about the mothers, children, and seniors who rely on that same transportation? What safety impacts will be expected when this shelter results in increasing the population of those with mental health, substance use disorders, and criminal histories? Placing a homeless shelter in a portion of Escondido with some of the most vulnerable populations is reckless.

What is the plan to protect the neighboring residents? How will you manage the security of the facility? How will County staff ensure the safety of the surrounding neighborhoods, bicycle paths, and sidewalks? How will staff ensure the safety of kids and families walking (often alone) to nearby schools? How will staff address the chronic drug abuse and crime that is so prevalent within the homeless community?

As you know, recent data shared by District Attorney Summer Stephan confirmed that homeless individuals account for significant amounts of criminal activity (often over 100 times more likely than non-homeless). Those crimes go beyond simple drug possession, but include assaults, arson, and other violent crimes.

Just last week, I answered an email from an angry school administrator sharing a story about staff and middle school students verbally threatened by a homeless person just blocks away from the recommended site. Yet, our response is to consider adding a shelter and inevitably increase the homeless population? Is there really no other solution than more homeless housing in the middle of a residential and commercial area? I will be sure to share this plan with the school administrator who was understandably upset by the treatment his staff and students endured. I am sure he will be beyond angry (as will most residents).

Focusing solely on selecting locations for more temporary shelters while not mitigating the public safety risks will result only in a failed program. Finally, as a person who has dedicated over 23 years to protecting Escondido, the recommended location will bring harm to our community. I urge that 620 E. Valley Pkwy. be removed from consideration as it will bring a detrimental effect to public safety.

Thank you,

A handwritten signature in black ink that reads "Edward Varso". The signature is written in a cursive, flowing style.

Edward Varso, Chief of Police  
City of Escondido



KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 13.



# CITY of ESCONDIDO

FUTURE AGENDA

2/14/2024 - NO MEETING (VALENTINE'S DAY)

2/21/2024