



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 14, 2024

4:00 PM - Closed Session (Parkview Conference Room) - Cancelled

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



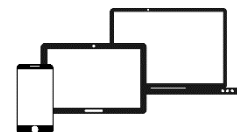
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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WEDNESDAY, AUGUST 14, 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



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, AUGUST 14, 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

PRESENTATIONS

San Diego Evacuation Alerting Systems

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)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 14, 2024

2. APPROVAL OF WARRANT REGISTERS (COUNCIL)

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 386173 – 386364 dated July 31, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

ESSENTIAL SERVICE – Yes, Internal requirement per Municipal Code Section 10-49

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2024

Request the City Council approve the Quarterly Investment Report for the quarter ended June 30, 2024.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

6. LIBRARY SERVICES AND TECHNOLOGY ACT GRANT, PLAY FOR ALL - \$19,710

Request the City Council adopt Resolution No. 2024-114 authorizing the Assistant Director of Community Services to receive a Library Services and Technology Act ("LSTA") Grant for \$19,710 grant from the California State Library on behalf of the Escondido Public Library.

Staff Recommendation: Approval (Economic Development/Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

a) Resolution No. 2024-114

7. APPROVE BUDGET ADJUSTMENT, CHANGE ORDER AND CONTRACT AMENDMENT FOR THE CITRACADO PARKWAY EXTENSION PROJECT

Request the City Council adopt Resolution No. 2024-112 authorizing a budget adjustment to program available Transnet Funds in the amount of \$1,036,965 for use on this Project; Resolution No. 2024-115 for a change order in the amount of \$957,688.50 to the construction contract with Flatiron West, Inc.; and Resolution No. 2024-116 authorizing Amendment 6 to the consultant contract with TY Lin International in the amount of \$376,460 for the Citracado Parkway Extension Project ("Project").

Staff Recommendation: Approval (Chris McKinney, Interim Development Services Director/ Deputy City Manager and Owen Tunnell, Interim-City Engineer)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 14, 2024

Presenter: Matt Souttere, Project Manager

Resolution No. 2024 – 112

Resolution No. 2024 – 115

Resolution No. 2024 – 116

CURRENT BUSINESS

8. FY 2024 USDA URBAN AND COMMUNITY FORESTRY PROGRAM SUBAWARD AGREEMENT

Request the City Council to adopt Resolution No. 2024-127, authorizing the Mayor, to receive grant funds from the United States Department of Agriculture (“USDA”) Urban and Community Forestry Program Subaward in the amount of \$665,500, and execute on its behalf, all grant-related agreements and documents necessary to receive and expend the funds for the completion of the Urban Forestry Management Plan.

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

Presenter: Oscar Romero, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-95

9. AMENDMENT TO MOBILEHOME RENT REVIEW BOARD GUIDELINES

Request the City Council, serving in its capacity as the Escondido Rent Review Board, adopt RRB Resolution No. 2024-121 amending the Mobilehome Rent Review Board Guidelines.

Staff Recommendation: Approval (Michael McGuinness, City Attorney; Danielle Lopez, Housing and Neighborhood Services Manager)

Presenters: Michael McGuinness, City Attorney, and Danielle Lopez, Housing and Neighborhood Services Manager

ESSENTIAL SERVICE – Yes, Land Use/Development

a) RRB Resolution No. 2024-121



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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10. DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE

Request the City Council designate the Voting Delegate and up to two alternates for the League of California Cities Annual Conference in Sacramento, California, on October 16-18, 2024.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE –No

11. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ESTABLISHING A POLICY ON FRIENDSHIP CITIES AND SISTER CITIES

Request the City Council adopt Resolution No. 2024-126 establishing a Friendship and Sister City Policy for the City of Escondido.

Staff Recommendation: None (City Council: Mayor Dane White, Councilmember Joe Garcia)

Presenter: Mayor Dane White and Councilmember Joe Garcia

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-126

FUTURE AGENDA

12. 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.gov.



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ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

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

Wednesday, September, 11, 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.



Consent Item No. 1

August 14, 2024

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

August 14, 2024
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTERS (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

386173 – 386364 dated July 31, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

ESSENTIAL SERVICE – Yes, Internal requirement per Municipal Code Section 10-49

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

July 25, 2024 – July 31, 2024 is \$1,606,901.83

PREVIOUS ACTION – None

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.



Consent Item No. 3

August 14, 2024

APPROVAL
OF
MINUTES



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 agendaized in the Consent Calendar, as well as the full text of all ordinances agendaized 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

August 14, 2024
File Number 0400-85

SUBJECT

TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2024

DEPARTMENT

City Treasurer

RECOMMENDATION

Request the City Council approve the Quarterly Investment Report for the quarter ended June 30, 2024.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

FISCAL ANALYSIS

From April 1, 2024 to June 30, 2024, the City's investment portfolio increased from \$205 million to \$236 million. The adjusted average annual yield increased from 2.723 percent to 2.850 percent with the portfolio duration at 1.815 percent. We have continued taking advantage of higher yield investments, specifically CAMP, maturing short term investments, and excess receipt inflows over cash payment outflows resulted in an increase of \$30.7 million in the book value of the investment portfolio.

PREVIOUS ACTION

The Investment Report for the quarter ended March 31, 2024, was filed with the City Clerk's Office on April 30, 2023 and presented to the City Council on May 6, 2024.

BACKGROUND

The City of Escondido's (City) Investment Policy requires the City Treasurer to submit a quarterly investment report to the City Council and City Manager. The quarterly investment report should include the type of investment, issuer, date of maturity, par and dollar amount invested and market value for each security held by the City. Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation as of June 30, 2024 (Attachment "1")
- Summary of Investment Portfolio Yield for the last 12 months (Attachment "2")



CITY of ESCONDIDO

STAFF REPORT

- Schedule of Funds Managed by Outside Parties as of June 30, 2024 (Attachment “3”)

The Investment Performance Review (Attachment “4”) provides a Market Update, the City’s Portfolio Strategy and Performance, Issuer Distributions, Portfolio Distributions and Portfolio Holdings. The Summary of Investment Allocation (Attachment “1”) and the Summary of Investment Portfolio Yield for the last 12 months (Attachment “2”) shows the total investment portfolio including funds in LAIF, CAMP, Stone Castle, and the City’s money market account with BNY.

There are adequate funds to meet the next six-month’s expected expenditures. As of June 30, 2024, the City complies with all requirements of the City’s Investment Policy. The City purchased a Treasury that matured 1 week outside of the 5-year period. California code allows for purchases up to 5 years and 1 month. The decision was made to hold this security for 1 week to be in compliance.

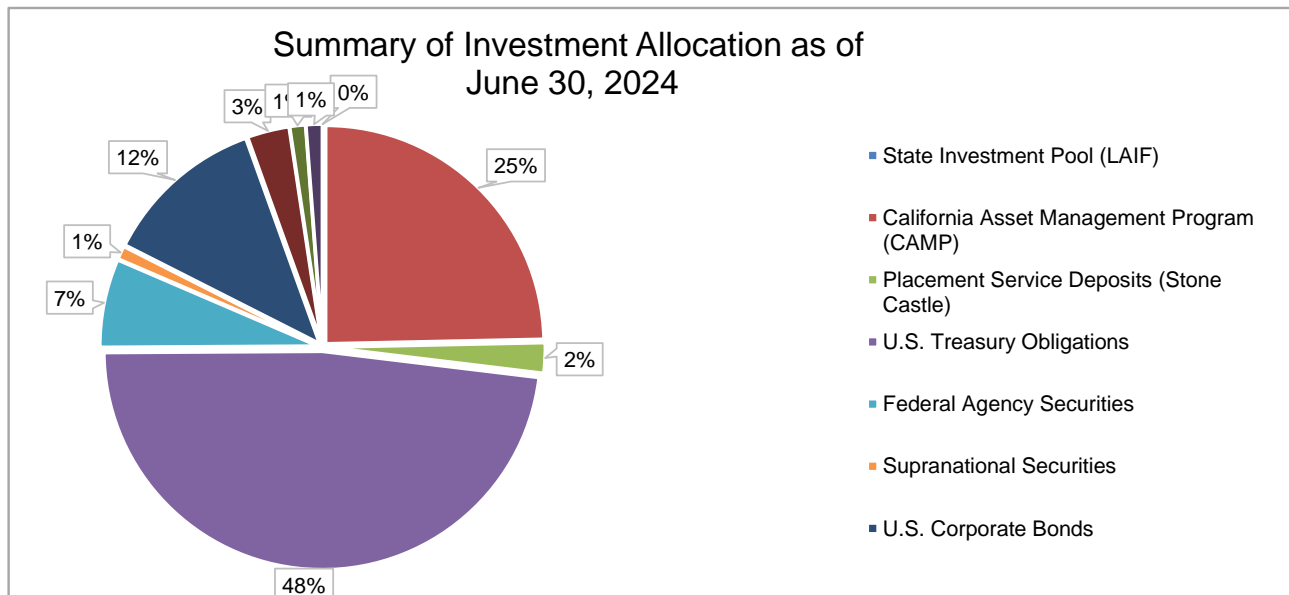
The increased cash flow has been and will continue to be deployed out on the investment maturity ladder, specifically targeting the next 3-5 years to lock in the current high rates in anticipation of short-term rates coming down in the near future. We continue to take advantage of CAMP’s high interest rates, which allow us one of the highest yields in the market while allowing the liquidity the City needs to maintain cash flows.

ATTACHMENTS

- Attachment “1” – Summary of Investment Allocation as of June 30, 2024
- Attachment “2” – Summary of Investment Portfolio Yield for the last 12 months
- Attachment “3” – Schedule of Funds Managed by Outside Parties as of June 30, 2024
- Attachment “4” – Investment Performance Review for the Quarter Ended June 30, 2024

City of Escondido
Summary of Investment Allocation
as of June 30, 2024

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
State Investment Pool (LAIF)	\$ 12,115	\$ 12,115	0.01%
California Asset Management Program (CAMP)	57,431,408	57,431,408	24.66%
Placement Service Deposits (Stone Castle)	5,233,322	5,233,322	2.25%
U.S. Treasury Obligations	113,523,443	111,757,780	47.99%
Federal Agency Securities	15,492,392	15,258,413	6.55%
Supranational Securities	2,372,446	2,333,631	1.00%
U.S. Corporate Bonds	28,598,634	28,047,659	12.04%
U.S. Municipal Bonds	7,432,456	7,261,755	3.12%
Asset-Backed Security	2,769,705	2,722,039	1.17%
Money Market Account (BNY Blackrock)	2,809,377	2,809,377	1.21%
Total Investment Portfolio - June 2024	\$ 235,675,298	\$ 232,867,497	100%
Reported Total Investments - March 2024	\$ 204,967,077	\$ 201,578,507	
Change from Prior Quarter	\$ 30,708,221	\$ 31,288,990	
Portfolio Duration	2.086		



SUMMARY OF INVESTMENT PORTFOLIO YIELDS FOR THE LAST 12 MONTHS As of June 30, 2024		
<u>Date</u>	<u>Book Value</u>	<u>Yield</u>
Jun-24	\$204,967,077.35	3.546%
May-24	\$198,761,463.28	2.968%
Apr-24	\$190,411,775.06	2.984%
Mar-24	\$204,967,077.35	3.126%
Feb-24	\$198,761,463.28	2.968%
Jan-24	\$190,411,775.06	2.984%
Dec-23	\$187,405,419.68	2.964%
Nov-23	\$169,755,304.52	2.546%
Oct-23	\$169,506,653.66	2.697%
Sep-23	\$166,194,953.52	2.400%
Aug-23	\$165,374,019.41	2.489%
Jul-23	\$175,631,750.31	2.523%
Average Portfolio Interest Yields		2.850%

** Includes Assets managed by PFM, LAIF, and Stone Castle.*

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
As of June 30, 2024

<u>Type of Funds / Institution</u>	<u>Market Value</u>	<u>Interest Rate</u>	<u>Type of Investment</u>
<u>BOND FUNDS</u>			
BANK OF NEW YORK:			
1998-1 Rancho San Pasqual Assessment District	\$ 357,313.96	5.170%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding)	80.34	5.180%	Treasury
2013 Community Facility District - Hidden Trails (2001 Refunding)	14.52	5.180%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)	40.36	5.200%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)	113.72	0.000%	Cash
2015A Wastewater Bond (2004A Refunding)	734,043.19	5.190%	Dreyfus Cash Management Fund
2015B Wastewater Bond (2004B Refunding)	261,994.64	5.190%	Dreyfus Cash Management Fund
2019 Water Bond (JPFA 19AB)	296.38	4.940%	Dreyfus Cash Management Fund
2021A WasteWater Ref Rev	0.00	0.000%	Dreyfus Cash Management Fund
2021 Community Facility District - The Villages	2,654,731.93	0.000%	Cash/Treasury
2022 Community Facility District - Eclipse Mountain House	3,135,308.68	0.000%	Cash/Treasury
	<u>\$ 7,143,937.72</u>		
<u>SECTION 115 TRUST FUNDS</u>			
PUBLIC AGENCY RETIREMENT SERVICES:			
PARS Post-Employment Benefits Trust	\$34,430,968.02		Moderately Conservative HighMark PLUS
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	<u>\$41,574,905.74</u>		



City of Escondido Balance Sheet by Position

City of Escondido (299155)

Quarter End (Q2 Y2024)

03/29/2024 - 06/28/2024

Dated: 08/01/2024

Locked Down

Table of Contents

Dated: 08/01/2024

[GAAP Balance Sheet by Position \(City of Escondido \(299155\)\)](#)

GAAP Balance Sheet by Position

City of Escondido (299155)

As of 06/28/2024

[Return to Table of Contents](#)

Dated: 08/01/2024

Identifier	Description	Current Units	Currency	Security Type	Final Maturity	Book Value	Interest/ Dividend Due	Accrued Balance	Net Unrealized Gain/Loss	Market Price	Market Value	Market Value + Accrued
00724PAF6	ADOBE INC	1,000,000.00	USD	CORP	04/04/2029	1,009,958.37	0.00	11,333.33	-8,308.37	100.1650	1,001,650.00	1,012,983.33
023135BR6	AMAZON.COM INC	500,000.00	USD	CORP	06/03/2027	451,052.14	0.00	433.33	392.86	90.2890	451,445.00	451,878.33
023135CP9	AMAZON.COM INC	1,000,000.00	USD	CORP	12/01/2027	1,003,746.39	0.00	3,538.89	-11,006.39	99.2740	992,740.00	996,278.89
025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	CORP	03/04/2025	349,918.93	0.00	2,515.63	-7,527.93	97.8260	342,391.00	344,906.63
02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	CORP	09/09/2026	993,273.00	0.00	3,972.22	-71,823.00	92.1450	921,450.00	925,422.22
037833BZ2	APPLE INC	1,000,000.00	USD	CORP	08/04/2026	964,378.33	0.00	9,868.06	-14,768.33	94.9610	949,610.00	959,478.06
037833EH9	APPLE INC	1,000,000.00	USD	CORP	08/05/2028	874,823.58	0.00	5,600.00	5,986.42	88.0810	880,810.00	886,410.00
04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	CORP	05/28/2026	700,289.57	0.00	723.33	-50,423.57	92.8380	649,866.00	650,589.33
05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	CORP	04/09/2025	586,254.90	0.00	4,983.33	-18,206.65	98.7910	568,048.25	573,031.58
05565EBU8	BMW US CAPITAL LLC	215,000.00	USD	CORP	08/12/2024	214,999.23	0.00	613.65	-1,244.08	99.4210	213,755.15	214,368.80
05602RAD3	BMWOT 2022-A A3	236,442.62	USD	ABS	08/25/2026	236,439.46	0.00	84.33	-3,158.31	98.6629	233,281.15	233,365.48
06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	CORP	04/25/2025	999,961.09	0.00	5,955.56	-16,731.09	98.3230	983,230.00	989,185.56
110122DN5	BRISTOL-MYERS SQUIBB CO	603,000.00	USD	CORP	11/13/2025	601,212.31	0.00	577.88	-33,716.95	94.1120	567,495.36	568,073.23
14041NFY2	COMET 2021-3 A	715,000.00	USD	ABS	11/15/2024	714,887.09	0.00	289.18	-12,116.81	98.2896	702,770.28	703,059.46
14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	CORP	01/08/2027	797,218.69	0.00	6,460.00	-58,426.69	92.3490	738,792.00	745,252.00
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	500,000.00	USD	CORP	01/06/2026	499,637.40	0.00	11,533.33	-2,112.40	99.5050	497,525.00	509,058.33
166764BW9	CHEVRON CORP	425,000.00	USD	CORP	05/11/2025	425,342.91	0.00	880.60	-13,883.41	96.8140	411,459.50	412,340.10
17290ADP2	CITIGROUP INC	1,000,000.00	USD	CORP	04/20/2026	1,000,000.00	0.00	10,254.17	-10,260.00	98.9740	989,740.00	999,994.17
17327CAN3	CITIGROUP INC	245,000.00	USD	CORP	01/25/2026	245,000.00	0.00	2,110.78	-5,260.15	97.8530	239,739.85	241,850.63
191216CU2	COCA-COLA CO	1,500,000.00	USD	CORP	06/01/2027	1,370,494.28	0.00	1,691.67	-79.28	91.3610	1,370,415.00	1,372,106.67
20772KEW5	CONNECTICUT ST	630,000.00	USD	MUNI	09/15/2025	652,013.23	0.00	6,812.26	-32,962.63	98.2620	619,050.60	625,862.86
20772KJW0	CONNECTICUT ST	150,000.00	USD	MUNI	07/01/2024	150,000.00	0.00	1,481.85	0.00	100.0000	150,000.00	151,481.85
24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	CORP	01/11/2027	797,669.10	0.00	6,346.67	-59,885.10	92.2230	737,784.00	744,130.67
24422EWF2	JOHN DEERE CAPITAL CORP	500,000.00	USD	CORP	06/06/2025	492,205.42	0.00	1,086.11	-1,325.42	98.1760	490,880.00	491,966.11
254683CS2	DCENT 2022-2 A	715,000.00	USD	ABS	05/15/2025	714,981.13	0.00	923.14	-13,199.12	98.1513	701,782.01	702,705.15
254687FK7	WALT DISNEY CO	845,000.00	USD	CORP	08/30/2024	844,890.63	0.00	4,970.24	-5,569.03	99.3280	839,321.60	844,291.84
3130AJKW8	FEDERAL HOME LOAN BANKS	1,000,000.00	USD	AGCY BOND	06/13/2025	958,226.56	0.00	222.22	-1,116.56	95.7110	957,110.00	957,332.22
3130AWLY4	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	AGCY BOND	06/13/2025	2,001,013.54	0.00	4,555.56	-2,533.54	99.9240	1,998,480.00	2,003,035.56
3130AYNN2	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	AGCY BOND	02/07/2028	2,000,000.00	0.00	39,838.89	-2,680.00	99.8660	1,997,320.00	2,037,158.89
3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	AGCY BOND	09/21/2027	903,934.20	0.00	2,041.67	-21,354.20	88.2580	882,580.00	884,621.67
3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00	USD	AGCY BOND	10/15/2025	954,395.28	0.00	1,233.33	-10,135.28	94.4260	944,260.00	945,493.33
3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	1,180,000.00	USD	AGCY BOND	01/26/2026	1,176,191.27	0.00	25,827.25	1,731.93	99.8240	1,177,923.20	1,203,750.45
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	AGCY BOND	08/25/2025	1,998,345.69	0.00	2,583.33	-102,145.69	94.8100	1,896,200.00	1,898,783.33
3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	AGCY BOND	10/08/2027	888,370.76	0.00	1,687.50	-3,180.76	88.5190	885,190.00	886,877.50
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,485,000.00	USD	AGCY BOND	11/07/2025	1,484,045.09	0.00	1,072.50	-84,803.84	94.2250	1,399,241.25	1,400,313.75
3137BGK24	FHMS K-043 A2	648,691.39	USD	FHLMC	12/25/2024	650,574.45	0.00	1,544.89	-9,976.52	98.7523	640,597.92	642,142.82
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	AGCY BOND	02/12/2025	792,925.43	0.00	4,509.58	-21,103.33	97.6990	771,822.10	776,331.68
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	AGCY BOND	09/23/2025	1,149,140.25	0.00	1,150.00	-62,252.25	94.5120	1,086,888.00	1,088,038.00
3137FBTA4	FHMS K-728 A2	536,182.41	USD	FHLMC CMO	08/25/2024	535,229.76	0.00	1,277.78	-1,974.10	99.4541	533,255.66	534,533.44
341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	705,000.00	USD	MUNI	07/01/2025	705,444.72	0.00	4,385.18	-28,806.87	95.9770	676,637.85	681,023.03
345286AC2	FORDO 2022-A A3	115,104.29	USD	ABS	06/15/2026	115,101.41	0.00	57.74	-2,190.63	98.0943	112,910.78	112,968.52
369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	CORP	05/15/2025	713,015.62	0.00	2,994.44	-24,187.62	98.4040	688,828.00	691,822.44
380146AC4	GMCAR 2022-1 A3	152,707.30	USD	ABS	11/16/2026	152,704.28	0.00	69.48	-3,379.93	97.7847	149,324.35	149,393.83
38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	CORP	02/12/2026	650,227.05	0.00	2,114.94	-19,805.05	96.9880	630,422.00	632,536.94
38150AS97	GOLDMAN SACHS GROUP INC	1,000,000.00	USD	CORP	04/04/2025	1,000,000.00	0.00	12,986.11	-4,620.00	99.5380	995,380.00	1,000,000.00

GAAP Balance Sheet by Position

City of Escondido (299155)

As of 06/28/2024

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Dated: 08/01/2024

Identifier	Description	Current Units	Currency	Security Type	Final Maturity	Book Value	Interest/ Dividend Due	Accrued Balance	Net Unrealized Gain/Loss	Market Price	Market Value	Market Value + Accrued
437076CM2	HOME DEPOT INC	105,000.00	USD	CORP	04/15/2025	104,951.38	0.00	582.75	-2,079.73	97.9730	102,871.65	103,454.40
437076DC3	HOME DEPOT INC	1,000,000.00	USD	CORP	06/25/2029	1,000,000.00	0.00	527.78	-5,250.00	99.4750	994,750.00	995,277.78
43815GAC3	HAROT 2021-4 A3	113,878.98	USD	ABS	01/21/2026	113,874.48	0.00	22.27	-2,312.58	97.9653	111,561.90	111,584.17
438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	CORP	03/01/2027	682,107.08	0.00	2,523.89	-47,228.08	90.6970	634,879.00	637,402.89
448977AD0	HART 2022-A A3	452,551.03	USD	ABS	10/15/2026	452,546.92	0.00	390.70	-8,198.52	98.1875	444,348.41	444,739.11
4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	835,000.00	USD	SUPRANATION AL	03/14/2025	842,534.44	0.00	4,261.98	-28,100.49	97.5370	814,433.95	818,695.93
4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	1,530,000.00	USD	SUPRANATION AL	09/23/2024	1,529,911.32	0.00	2,040.00	-17,016.72	98.8820	1,512,894.60	1,514,934.60
459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	CORP	02/09/2027	993,325.61	0.00	8,555.56	-62,725.61	93.0600	930,600.00	939,155.56
46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	CORP	03/13/2026	754,391.91	0.00	4,427.71	-23,816.91	97.4100	730,575.00	735,002.71
50117XAE2	KCOT 212 A3	122,039.29	USD	ABS	11/17/2025	122,038.75	0.00	26.58	-1,920.43	98.4259	120,118.32	120,144.90
54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	MUNI	08/01/2025	410,000.00	0.00	1,302.93	-18,363.90	95.5210	391,636.10	392,939.03
544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	MUNI	07/01/2026	310,000.00	0.00	2,230.19	-21,427.20	93.0880	288,572.80	290,802.99
574193TQ1	MARYLAND ST	375,000.00	USD	MUNI	08/01/2024	374,997.61	0.00	786.25	-1,520.11	99.5940	373,477.50	374,263.75
57636QAM6	MASTERCARD INC	1,000,000.00	USD	CORP	06/01/2029	924,867.50	0.00	2,294.44	-5,237.50	91.9630	919,630.00	921,924.44
60412AK85	MINNESOTA ST	275,000.00	USD	MUNI	08/01/2025	275,000.00	0.00	712.25	-12,696.75	95.3830	262,303.25	263,015.50
605581MZ7	MISSISSIPPI ST	120,000.00	USD	MUNI	11/01/2024	120,000.00	0.00	109.23	-1,914.00	98.4050	118,086.00	118,195.23
61747YEM3	MORGAN STANLEY	310,000.00	USD	CORP	02/18/2026	310,000.00	0.00	2,966.79	-6,100.80	98.0320	303,899.20	306,865.99
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	CORP	06/15/2025	219,983.84	0.00	295.17	-4,256.24	98.0580	215,727.60	216,022.77
650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	MUNI	03/15/2025	945,000.00	0.00	2,375.10	-29,928.15	96.8330	915,071.85	917,446.95
665859AW4	NORTHERN TRUST CORP	670,000.00	USD	CORP	05/10/2027	673,817.11	0.00	3,647.78	-19,702.81	97.6290	654,114.30	657,762.08
693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	CORP	11/01/2024	599,986.18	0.00	2,126.67	-6,820.18	98.8610	593,166.00	595,292.67
697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	440,000.00	USD	MUNI	08/01/2024	440,000.00	0.00	1,436.26	-1,716.00	99.6100	438,284.00	439,720.26
70450YAG8	PAYPAL HOLDINGS INC	500,000.00	USD	CORP	06/01/2025	483,109.76	0.00	641.67	-634.76	96.4950	482,475.00	483,116.67
771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	CORP	03/10/2025	1,295,000.00	0.00	8,359.51	-28,800.80	97.7760	1,266,199.20	1,274,558.71
797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	245,000.00	USD	MUNI	08/01/2024	245,000.00	0.00	2,060.78	-730.10	99.7020	244,269.90	246,330.68
797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	MUNI	05/01/2025	480,000.00	0.00	574.59	-17,352.00	96.3850	462,648.00	463,222.59
798306WN2	SAN JUAN CALIF UNI SCH DIST	415,000.00	USD	MUNI	08/01/2024	415,000.00	0.00	1,197.69	-1,676.60	99.5960	413,323.40	414,521.09
799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	MUNI	08/01/2025	405,000.00	0.00	1,232.10	-19,051.20	95.2960	385,948.80	387,180.90
87612EBM7	TARGET CORP	830,000.00	USD	CORP	01/15/2027	830,578.58	0.00	7,373.17	-58,047.78	93.0760	772,530.80	779,903.97
89236TKC8	TOYOTA MOTOR CREDIT CORP	500,000.00	USD	CORP	06/30/2025	493,879.11	0.00	9,820.14	-929.11	98.5900	492,950.00	502,770.14
904764BN6	UNILEVER CAPITAL CORP	160,000.00	USD	CORP	08/12/2024	160,000.00	0.00	381.16	-984.00	99.3850	159,016.00	159,397.16
91159HHX1	US BANCORP	845,000.00	USD	CORP	07/30/2024	844,987.50	0.00	8,393.67	-2,328.15	99.7230	842,659.35	851,053.02
9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	US GOV	08/15/2026	1,840,983.04	0.00	10,570.05	-62,925.04	93.5820	1,778,058.00	1,788,628.05
9128282Y5	UNITED STATES TREASURY	795,000.00	USD	US GOV	09/30/2024	795,875.64	0.00	4,154.20	-7,323.09	99.1890	788,552.55	792,706.75
9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	US GOV	11/30/2024	1,482,806.52	0.00	2,491.94	-21,809.72	98.7160	1,460,996.80	1,463,488.74
9128283V0	UNITED STATES TREASURY	280,000.00	USD	US GOV	01/31/2025	281,832.09	0.00	2,884.62	-6,334.49	98.3920	275,497.60	278,382.22
9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	US GOV	11/15/2028	3,817,222.22	0.00	15,285.33	-17,062.22	95.0040	3,800,160.00	3,815,445.33
9128286A3	UNITED STATES TREASURY	2,045,000.00	USD	US GOV	01/31/2026	1,993,619.86	0.00	22,121.39	-18,436.16	96.5860	1,975,183.70	1,997,305.09
9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	02/15/2029	2,751,773.14	0.00	29,206.73	30,726.86	92.7500	2,782,500.00	2,811,706.73
912828D56	UNITED STATES TREASURY	575,000.00	USD	US GOV	08/15/2024	575,553.68	0.00	5,064.82	-2,732.93	99.6210	572,820.75	577,885.57
912828V98	UNITED STATES TREASURY	1,160,000.00	USD	US GOV	02/15/2027	1,139,859.92	0.00	9,679.95	-46,107.52	94.2890	1,093,752.40	1,103,432.35
912828XX3	UNITED STATES TREASURY	1,225,000.00	USD	US GOV	06/30/2024	1,225,007.36	0.00	12,182.69	-7.36	100.0000	1,225,000.00	1,237,182.69
912828XZ8	UNITED STATES TREASURY	1,500,000.00	USD	US GOV	06/30/2025	1,468,908.79	0.00	20,511.68	-3,183.79	97.7150	1,465,725.00	1,486,236.68
912828Y87	UNITED STATES TREASURY	740,000.00	USD	US GOV	07/31/2024	740,049.52	0.00	5,336.54	-2,247.32	99.7030	737,802.20	743,138.74
912828Y95	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	07/31/2026	1,927,603.76	0.00	15,453.30	-38,923.76	94.4340	1,888,680.00	1,904,123.20
912828YM6	UNITED STATES TREASURY	635,000.00	USD	US GOV	10/31/2024	637,608.79	0.00	1,552.99	-10,768.54	98.7150	626,840.25	637,109.24

GAAP Balance Sheet by Position

City of Escondido (299155)

As of 06/28/2024

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Dated: 08/01/2024

Identifier	Description	Current Units	Currency	Security Type	Final Maturity	Book Value	Interest/ Dividend Due	Accrued Balance	Net Unrealized Gain/Loss	Market Price	Market Value	Market Value + Accrued
912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	US GOV	04/30/2025	3,354,357.38	0.00	2,063.52	-110,003.63	96.1290	3,244,353.75	3,246,417.27
912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	05/31/2025	1,986,911.02	0.00	396.17	-74,271.02	95.6320	1,912,640.00	1,913,036.17
912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	06/30/2027	2,664,045.22	0.00	7,458.79	2,084.78	88.8710	2,666,130.00	2,673,588.79
91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	US GOV	07/31/2025	2,368,725.68	0.00	2,451.92	-108,273.08	94.9770	2,260,452.60	2,262,904.52
91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	07/31/2027	1,814,833.62	0.00	3,090.66	-50,533.62	88.2150	1,764,300.00	1,767,390.66
91282CAM3	UNITED STATES TREASURY	620,000.00	USD	US GOV	09/30/2025	617,079.40	0.00	381.15	-32,462.80	94.2930	584,616.60	584,997.75
91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	11/30/2027	1,774,285.12	0.00	990.44	-15,525.12	87.9380	1,758,760.00	1,759,750.44
91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	US GOV	12/31/2025	1,199,206.78	0.00	2,237.64	-76,966.78	93.5200	1,122,240.00	1,124,477.64
91282CBH3	UNITED STATES TREASURY	5,325,000.00	USD	US GOV	01/31/2026	5,283,725.50	0.00	8,228.88	-320,878.75	93.1990	4,962,846.75	4,971,075.63
91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	US GOV	01/31/2028	877,347.07	0.00	3,090.66	1,012.93	87.8360	878,360.00	881,450.66
91282CBQ3	UNITED STATES TREASURY	3,400,000.00	USD	US GOV	02/28/2026	3,367,354.84	0.00	5,589.67	-201,240.84	93.1210	3,166,114.00	3,171,703.67
91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	03/31/2026	1,996,792.53	0.00	3,688.52	-131,552.53	93.2620	1,865,240.00	1,868,928.52
91282CCF6	UNITED STATES TREASURY	4,080,000.00	USD	US GOV	05/31/2026	4,024,228.72	0.00	2,424.59	-240,518.32	92.7380	3,783,710.40	3,786,134.99
91282CCJ8	UNITED STATES TREASURY	2,410,000.00	USD	US GOV	06/30/2026	2,406,260.38	0.00	10,485.82	-170,599.78	92.7660	2,235,660.60	2,246,146.42
91282CDG3	UNITED STATES TREASURY	6,900,000.00	USD	US GOV	10/31/2026	6,828,233.24	0.00	12,656.25	-460,016.24	92.2930	6,368,217.00	6,380,873.25
91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	11/15/2024	4,998,907.68	0.00	4,585.60	-83,657.68	98.3050	4,915,250.00	4,919,835.60
91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	US GOV	02/15/2025	1,164,595.46	0.00	6,536.74	-17,043.46	97.6640	1,147,552.00	1,154,088.74
91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	04/30/2027	1,910,750.01	0.00	8,967.39	-5,050.01	95.2850	1,905,700.00	1,914,667.39
91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	05/31/2029	2,804,016.41	0.00	6,536.89	-15,306.41	92.9570	2,788,710.00	2,795,246.89
91282CEU1	UNITED STATES TREASURY	2,045,000.00	USD	US GOV	06/15/2025	2,013,222.58	0.00	2,248.94	-11,433.43	97.8870	2,001,789.15	2,004,038.09
91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	06/30/2029	1,911,035.91	0.00	32,321.43	-9,855.91	95.0590	1,901,180.00	1,933,501.43
91282CFB2	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	07/31/2027	1,915,342.64	0.00	22,664.84	-16,042.64	94.9650	1,899,300.00	1,921,964.84
91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	US GOV	08/31/2027	963,557.15	0.00	10,275.14	-4,027.15	95.9530	959,530.00	969,805.14
91282CFU0	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	10/31/2027	2,991,472.02	0.00	20,176.63	-24,412.02	98.9020	2,967,060.00	2,987,236.63
91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	US GOV	12/31/2027	3,963,221.23	0.00	77,074.18	-38,541.23	98.1170	3,924,680.00	4,001,754.18
91282CGP0	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	02/29/2028	2,980,018.89	0.00	39,456.52	-24,538.89	98.5160	2,955,480.00	2,994,936.52
91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	03/31/2028	4,912,999.60	0.00	44,569.67	-51,099.60	97.2380	4,861,900.00	4,906,469.67
91282CHA2	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	04/30/2028	2,918,652.36	0.00	17,119.57	-15,342.36	96.7770	2,903,310.00	2,920,429.57
91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	05/31/2028	1,962,365.97	0.00	5,744.54	-18,465.97	97.1950	1,943,900.00	1,949,644.54
91282CHH7	UNITED STATES TREASURY	1,000,000.00	USD	US GOV	06/15/2026	989,523.13	0.00	1,577.87	-963.13	98.8560	988,560.00	990,137.87
91282CHK0	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	06/30/2028	4,961,087.27	0.00	99,450.55	-34,937.27	98.5230	4,926,150.00	5,025,600.55
91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	07/31/2028	2,936,423.30	0.00	50,995.88	33,216.70	98.9880	2,969,640.00	3,020,635.88
91282CHU8	UNITED STATES TREASURY	2,000,000.00	USD	US GOV	08/15/2026	2,008,426.77	0.00	32,451.92	-21,626.77	99.3400	1,986,800.00	2,019,251.92
91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	US GOV	09/30/2028	2,996,884.49	0.00	34,118.85	30,055.51	100.8980	3,026,940.00	3,061,058.85
91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	US GOV	03/31/2029	978,849.58	0.00	10,143.44	11,540.42	99.0390	990,390.00	1,000,533.44
91324PEG3	UNITEDHEALTH GROUP INC	640,000.00	USD	CORP	05/15/2027	642,079.45	0.00	2,894.22	-22,597.85	96.7940	619,481.60	622,375.82
91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	MUNI	05/15/2025	375,000.00	0.00	404.71	-13,762.50	96.3300	361,237.50	361,642.21
923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	490,000.00	USD	MUNI	08/01/2024	490,000.00	0.00	3,626.00	-1,494.50	99.6950	488,505.50	492,131.50
977123X60	WISCONSIN (STATE OF)	640,000.00	USD	MUNI	07/01/2024	640,000.00	0.00	1,974.61	0.00	100.0000	640,000.00	641,974.61
98163KAC6	WOART 2021-D A3	147,135.70	USD	ABS	10/15/2026	147,131.85	0.00	46.35	-3,099.91	97.8906	144,031.94	144,078.29
X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	2,809,377.25	USD	MMFUND	06/28/2024	2,809,377.25	0.00	0.00	0.00	1.0000	2,809,377.25	2,809,377.25
---	---	176,422,110.26	USD	---	10/05/2026	172,998,453.46	0.00	1,056,562.05	-3,864,362.83	94.3514	169,134,090.63	170,190,652.68

* Weighted by: Market Value + Accrued. * Holdings Displayed by: Position.



STAFF REPORT

August 14, 2024
File Number 0480-70

SUBJECT

LIBRARY SERVICES AND TECHNOLOGY ACT GRANT, PLAY FOR ALL - \$19,710

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-114 authorizing the Assistant Director of Community Services to receive a Library Services and Technology Act ("LSTA") Grant for \$19,710 grant from the California State Library on behalf of the Escondido Public Library.

Staff Recommendation: Approval (Economic Development/Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

There will be no impact on the General Fund. The total cost of the Play for All, Little Explorers Safari Project is targeted at \$43,903, which includes \$19,710 funded by the LSTA Grant and \$24,193 funded by the Library Trust Budget, Youth Services. An additional \$31,000 in staff time by Library Systems & Services ("LS&S") staff is counted as part of the grant's in-kind contribution for a total grant package of \$74,903.

PREVIOUS ACTION

None

BACKGROUND

The California State Library's LSTA grant opportunities aim to enhance library services through improvement, innovation, and experimentation. These grants also focus on building grant-writing and management capacity among California libraries and help local libraries develop services that address community needs and aspirations.



CITY of ESCONDIDO

STAFF REPORT

The Play for All funding opportunity provides competitive grants to California libraries to create welcoming family play spaces and meaningful play-based programming for marginalized young children. These grants seek to overcome barriers and inequitable access to quality play spaces in underserved communities. Public Libraries in California were eligible to apply, and while a local match in cash or in-kind contributions was expected, no minimum amount was required.

The Play for All grant was targeted as a means for the library to align with the City of Escondido's aspiration to transform downtown into a vibrant cultural, economic, and recreational hub. The Little Explorers Safari Grant Project seeks to revitalize the library's preschool area into a dynamic and inclusive play space. This initiative supports the City's vision by providing a cornerstone for educational and cultural engagement that is free and accessible to all, thus fostering social cohesion and community pride. By incorporating new, engaging furniture, play structures, wall manipulatives, and interactive technology—developed with input from community partners and parents—we are creating a space that not only meets the current needs but also serves as a beacon of the city's commitment to its children and future generations. Through this project, the library will become a central element in realizing Escondido's vision for an outstanding quality of life, making it a source of pride and a pivotal downtown venue.

Project Description

The Little Explorers Safari project is an innovative initiative to transform the Escondido Public Library's preschool area into a vibrant interactive learning environment for children aged 0-6, particularly from low-income minority Hispanic and immigrant families. The project will introduce new furniture, play structures, wall manipulatives, and interactive technology to revitalize the space, enhancing young learners' educational and play experiences.

Community Engagement

The project will involve the community in conversations and surveys to guide the selection of furniture, manipulatives, and technology, ensuring the space meets the community's needs and preferences. Significant expenditures include versatile furniture, climbing structures, handheld and wall-mounted manipulatives, and technology such as tablets with augmented reality applications.

Anticipated Project Outputs

- Programs Presented: *Rhymes and Reading, Baby Lapsit, Toddler Tales, Español los Jueves, and Inclusive Art Club.*
- Total of 192 programs from October 2024 through May 2025.
- Anticipated total attendance: 9,856.
- Daily visitor count to the new play space: approximately 50, totaling 18,250 visitors annually.



CITY *of* ESCONDIDO

STAFF REPORT

Evaluation Plans

The library will collect attendance data, track visits using gate counters, and distribute program-specific comment forms and surveys to evaluate the impact of the project. Surveys provided by the State Library and IMLS will also be used.

Sustainability

The City of Escondido Public Library will maintain grant-funded purchases with support from the Friends of the Escondido Public Library and the Escondido Library Foundation. The library's operating and program supplies budgets will include future replacements for damaged and lost play elements.

RESOLUTIONS

- a. Resolution No. 2024-114

ATTACHMENTS

- b. Attachment "1" – Grant Award Letter
- c. Attachment "2" – LSTA Play for All Grant Application
- d. Attachment "3" – Budget Adjustment

RESOLUTION NO. 2024-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A \$19,710 GRANT FROM THE CALIFORNIA STATE LIBRARY

WHEREAS, the City of Escondido Public Library has identified a need to revitalize the library's preschool area to better serve low-income, minority families, and caregivers with children aged 0-6; and

WHEREAS, the project, known as "Little Explorers Safari," aims to create an engaging, memorable play space supported by enhanced play experiences in popular children's story time programs; and

WHEREAS, the California State Library has awarded a Library Services and Technology Act Grant in the amount of \$19,710 to fund the Little Explorers Safari Project; and

WHEREAS, the grant funds will be used to purchase new engaging furniture, play structures, wall manipulatives, and interactive technology, thereby enhancing the educational and play experiences of young learners in the Escondido community; and

WHEREAS, this project aligns with the mission and values of the Escondido Public Library, including its commitment to providing equitable access to enriching educational experiences for all community members; and

WHEREAS, the City Council deems it to be in the best public interest to accept this grant to support the revitalization of the library's preschool area.

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 authorizes the Assistant Director of Community Services, or his designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.
3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.
4. The Community Services Department/Escondido Public Library shall expend \$19,7100 grant funds in accordance with the terms and requirements of the grant agreement.



June 3, 2024

Rino Landa
Library Director
City of Escondido
239 S Kalmia Street
Escondido, CA 92025

Dear Rino Landa:

I'm pleased to notify you that the California State Library intends to award a Play for All grant to the **City of Escondido** to fund the proposed project, **Escondido Library Little Explorers Safari**. Funding is contingent upon the passage of the 2024-2025 state budget, revisions to your application as requested below, and your completion of the California Cultural Collections Protection Survey.

Your application has been opened for editing in the [grant management portal](#). **By June 13, 2024, please make and address the requested revisions, and resubmit the application.** For any revisions that do not require edits to the application, please email me at earlylearning@library.ca.gov.

Once you have made the revisions, please email me to let me know the application has been resubmitted.

APPLICATION REVISIONS

Upon review of your application, the following revisions are requested:

- Please review the authorized representative entries and application certification. The authorized representative must be a direct employee of the grantee organization.
- Please add additional details to the Community Needs, Aspirations, and Assets application question on who the targeted marginalized community is and how you will reach and engage them.
- The description of the proposed project better aligns with the project intent Lifelong Learning: Improve users' knowledge or abilities beyond basic access to information. Please update the project intent to reflect Lifelong Learning.
- The procurement activity discusses the purchase of materials to support the project's programs. This activity is better aligned with a content acquisition, please update the activity type and mode accordingly.

- The final planning and evaluation activity currently describes the regular evaluation of the project and appears to be less than 10% of grant resources. This activity can be removed from the application.
- Please review action seven detailed in the timeline. The description includes the installation climbing structures, mobile shelves, wall-mounted manipulatives and technology. Please confirm these items do not require permanent installation or construction as these are not allowable uses of LSTA funds.
- Grant or in-kind funds in the salaries, wages & benefits category of the budget reflect only direct employees of the official applicant. Staff costs that are paid through contract services, such as LS&S, should be reflected in the services category of the budget with the LS&S as a single service provider. Details including position titles, hours worked, rate, FTE and how the position contributes to the project should be included in the description for either category. Salaries should be based on current salaries for the positions listed or actual current salary scale of the organization. The FTE should reflect direct project work, meaning a 1 FTE will be directly working only on this project full time during the project period. Please ensure the FTE for each position and the amount of time and work included in the description align.
- All budget items must be detailed in the budget form either as line items or in the description. Please note handheld manipulatives is listed under two separate line items in the supplies and materials category of the budget.
- The application includes quote attachments from vendors with items over \$5,000 not listed in the budget. If items are to be included in the budget they should be listed under the equipment category of the budget and will require IMLS approval.
- Please add a line item, grant funded or in-kind, to the supplies and materials category of the budget for labels or stickers with the IMLS acknowledgement statement printed on them to place on items purchased through this project.
- The revisions to the budget require you to upload an updated budget form. If any budget category totals change while doing so, you must also update the budget section of the online application, ensuring both the budget form and the budget in the online application match.

EQUIPMENT APPROVAL

All proposed equipment costs require IMLS approval. Please provide the following information, via email, so the State Library can pursue IMLS approval. Please note, installation and permanent construction are not allowable uses of LSTA funds.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

- Amount
- Name of equipment
- Name of purchaser (Applicant Organization)
- Goal it supports in California's Five-Year Plan (Goal 4)
- How the equipment contributes to the purpose of the project

REQUIRED SURVEY

As a requirement of receiving an LSTA Grant, you must take the [California Cultural Collections Protection Survey](#). Specific instructions for your organization will be forthcoming shortly. This survey must be completed immediately after your award period begins.

AWARD PACKET

Once the revisions have been submitted and approved, the California Cultural Collections Protections Survey has been complete, and the state budget has passed, you will receive an award packet that will include the official award letter, grant agreement and compliance certification documents, and a payment claim form. The award packet will be delivered via DocuSign.

PROJECT SUPPORT

LSTA awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library and an Equity Advisor. Please note that your application, including budget information, will be provided to the Equity Advisor assigned to your project.

If you have any questions or would like to schedule a time to review the requested changes, please contact me at earlylearning@library.ca.gov or [self-schedule an appointment](#) by June 10, 2024.

On behalf of the Library Development Services team at the State Library, we look forward to working with you during the 2024-2025 Play for All grant period!

Sincerely,

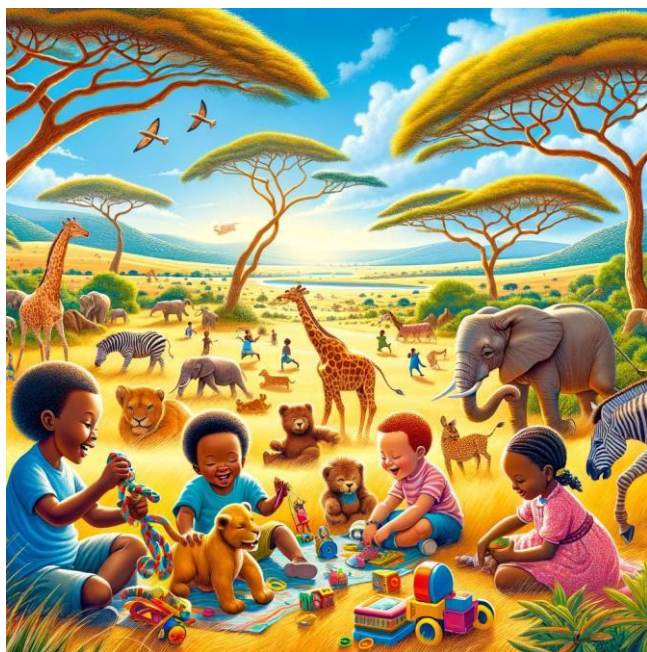
Wendy
Amireh

Digitally signed by Wendy
Amireh
Date: 2024.06.03
12:40:05 -07'00'

Wendy Amireh, Grants Analyst
California State Library, Library Development Services
900 N Street Sacramento, CA 95814
wendy.amireh@library.ca.gov
(916) 603 -7129

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



LITTLE EXPLORERS SAFARI

A California State Grant Application & Project

ABSTRACT

The Little Explorers Safari will revitalize the library's preschool area with new, engaging furniture and play structures, including wall manipulatives and interactive tech, using feedback from partners and parents. This project aims to create a memorable, exciting play space for low-income, minority families and caregivers with children aged 0-6 supported by enhanced play experiences in popular children’s storytime programs.

Rino Landa

Library Director



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BRIEF ABSTRACT

Describe what you will do, how you will do it, what you aim to achieve, why, and for whom. (Word limit: 60).

The Little Explorers Safari will revitalize the library's preschool area with new, engaging furniture and play structures, including wall manipulatives and interactive tech, using feedback from partners and parents. This project aims to create a memorable, exciting play space for low-income, minority families and caregivers with children aged 0-6 supported by enhanced play experiences in popular children's storytime programs.

Project Description

Provide a brief summary of your project, including what you will do, for whom, and for what expected benefit.

The Little Explorers Safari project is an innovative initiative to transform the Escondido Public Library's preschool area into a vibrant, interactive learning environment for children aged 0-6, particularly from low-income, minority, Hispanic, and immigrant families. Leveraging community and stakeholder feedback, the project will introduce engaging new furniture, play structures, wall manipulatives, and interactive technology to revitalize the space, enhancing our young learners' educational and play experiences.

Key activities include procuring stimulating furniture and play equipment, informed by community input, to foster a conducive learning atmosphere. Additionally, the project will enhance five popular, staff-led weekly programs: Rhymes and Reading, Baby Lapsit, Toddler Tales, Español los Jueves, and Inclusive Art Club, targeting infants to pre-k children. These programs, enriched with new play elements funded by the grant, will run from October 2024 through May 2025, with approximately 192 sessions planned, integrating educational play into storytelling and arts.

The project will also involve the community in conversations and surveys to guide the selection of furniture, manipulatives, and technology, ensuring the space meets the community's needs and preferences. Among the significant expenditures are versatile furniture, climbing structures, handheld and wall-mounted manipulatives for interactive learning, and cutting-edge technology, including tablets with an augmented reality application to bring a safari-themed mural to life, enhancing the immersive experience.

Targeting the library's substantial footfall, particularly from underserved demographics, The Little Explorers Safari is poised to become a cornerstone of educational and cultural enrichment in Escondido, fostering early childhood development, literacy, and a love for learning in a supportive, inclusive environment. This project is expected to significantly benefit the community by providing accessible, high-quality educational resources, and promoting literacy and engagement among our youngest citizens and their families.

AGENCY INFORMATION

Describe how the proposed project aligns with your agency's mission, values, strategic plan, goals, and/or other activities. (Word limit: 150).

The Little Explorers Safari project is a prime example of how we at the Escondido Public Library live our mission to offer equal access to enriching educational experiences. This project, aimed at transforming our preschool area into an engaging, interactive space, aligns with our dedication to excellence, innovation, and community involvement. Focusing on low-income, minority families emphasizes our commitment to diversity and access, ensuring everyone has the opportunity to explore, learn, and grow. The initiative leverages feedback from community partners and parents, showcasing our collaboration and community-building value. It enriches our popular children's storytime programs, directly supporting our educational goals and fostering a love for literacy and cultural enrichment from an early age. Overall, the Little Explorers Safari project embodies our vision of expanding worlds to unlimited possibilities, making it a critical step toward fulfilling our mission and values.

COMMUNITY NEEDS, ASPIRATIONS, AND ASSETS

Describe the community need(s) that this project is intended to meet, the community aspiration(s) with which it is intended to align, and how your project will respond to your stated community needs and aspirations. (Word limit: 300).

The Little Explorers Safari project addresses the crucial needs of Escondido's diverse and economically challenged community, aiming to enhance the public library's offerings for our youngest residents and their families. With the City of Escondido grappling with a long history of budget deficits, public investment in vital community infrastructures like the library has been minimal. This has left the children's area outdated, with little to no enhancement since its establishment in 1981, despite serving a population exceeding 150,000. The need for accessible, high-quality educational and play spaces is evident, especially as the cost of similar amenities, such as those provided by the San Diego Children's Museum, remains prohibitive for many residents. This is compounded by the fact that many students in nearby schools are eligible for free or reduced lunch, indicating widespread financial insecurity. Moreover, our community's substantial Hispanic, immigrant, and refugee populations have historically been underserved, exacerbating the need for inclusive and engaging educational resources.

Aligned with Escondido's aspiration to transform downtown into a vibrant cultural, economic, and recreational hub, the Little Explorers Safari seeks to revitalize the library's preschool area into a dynamic and inclusive play space. This initiative supports the city's vision by providing a cornerstone for educational and cultural engagement that is free and accessible to all, thus fostering social cohesion and community pride. By incorporating new, engaging furniture, play structures, wall manipulatives, and interactive technology—developed with input from community partners and parents—we are creating a space that not only meets the current needs but also serves as a beacon of the city's commitment to its children and future generations. Through this project, the library will become a central element in realizing Escondido's vision for an outstanding quality of life, making it a source of pride and a pivotal downtown venue.

Equity-Based Community Involvement

Describe how your project will foster and support resource-sharing and access to information, services, and opportunities that prioritizes community engagement and centers on local communities' lived experiences, strengths, and challenges. (Word limit: 300) *See application instructions for definitions.

To ensure our project resonates with and is accessible to marginalized communities, we plan to engage deeply with our community partners. These partnerships are pivotal in understanding and addressing our targeted populations' unique needs. The San Diego Children's Discovery Museum, focusing on early STREAM education, will offer invaluable insights into interactive exhibit design and program development, directly supporting our mission to spark a love of learning. The California State University San Marcos Center for Research and Engagement in STEM Education will provide research-backed guidance on educational best practices, ensuring our offerings are engaging and effective. The Friends of the Escondido Library, with their commitment to supporting library programs, will expand the resources available beyond the scope of this grant, catering to a broader age range and, thus, fostering an inclusive learning environment. Additionally, the Moms Group of Escondido will play a crucial role in informing the selection of resources, ensuring they meet local families' practical needs and preferences.

These collaborations will enhance the quality and relevance of the Little Explorers Safari project and ensure it is deeply integrated with the community's fabric. By involving local stakeholders in the planning and execution phases, we commit to a participatory approach that values and prioritizes community input. This project, through its innovative design and community-focused execution, will provide a model for how libraries can serve as hubs of educational equity, offering pathways to information, services, and opportunities that are reflective of and responsive to the communities they serve.

Community Engagement

Describe how you will engage members of the marginalized community(ies) on which your project will focus with your designed project and activities. (Word limit: 300).

To effectively engage marginalized communities, the Little Explorers Safari project employs inclusive strategies tailored to the specific needs and goals of low-income, Hispanic, and immigrant families. This goal will be accomplished by:

1. **Multilingual Community Engagement:** We invite families to shape the preschool area's development through community conversations and feedback sessions. These discussions are conducted in various languages, including Spanish, ensuring every voice is valued. Partnering with local centers and schools helps us connect with a broader audience, facilitating easier participation for those often sidelined.
2. **Cultural Representation in Programming:** With programs like "Español los Jueves" and "Inclusive Art Club," we aim to mirror the rich cultural tapestry of our community. Integrating diverse stories, music, and art, these activities are crafted to make every child feel seen and respected, simultaneously fostering language skills and cultural pride.
3. **Strategic Outreach and Collaborations:** We amplify our project's reach by joining forces with entities serving our target populations—schools, non-profits, and community groups. Utilizing social media and local press, armed with culturally aware promotions, ensures vital information gets to those most in need.

4. Technology for All: Introducing accessible, innovative tech like augmented reality (AR) application demystifies digital tools for children from underprivileged backgrounds. This approach entertains and educates them, offering them opportunities often out of reach.

These concerted efforts are designed to build a nurturing, inclusive environment within the Escondido Library, reflecting our community's diversity. By ensuring equitable access to this enriched educational and recreational space, The Little Explorers Safari project pledges to uplift children and families from marginalized groups, celebrating and elevating their place within our societal fabric.

Community Connections

Proposed projects must include at least one community connection. Please see the application instructions for more information.

How many community connections are included in your project? Please describe community connections. Attach any letters of support to your application. *

3

FRIENDS OF THE ESCONDIDO PUBLIC LIBRARY

The Friends of the Escondido Public Library will play a pivotal role in enriching the Little Explorers Safari project by funding essential supplies and presenters, ensuring a rich educational experience for children aged 0-6. Beyond their financial support, they will enhance the project by donating additional play elements suitable for older children, extending its impact and inclusivity. This contribution will not only broaden the scope of interactive and educational opportunities available but also ensure that the library remains a versatile hub for learning and engagement for all children, reinforcing the library's commitment to fostering literacy, creativity, and a love for learning in a supportive, inclusive environment.

SAN DIEGO CHILDREN'S DISCOVERY MUSEUM

The San Diego Children's Discovery Museum will play a pivotal role in the Little Explorers Safari project at the Escondido Public Library. It will leverage its expertise in early STREAM (science, technology, reading, engineering, art, and math) education. The museum will contribute to marketing efforts as a partner, ensuring broader community awareness and participation. It will also provide specialized guidance on selecting educational play structures and manipulatives that align with STREAM principles, enriching the library's preschool area. Furthermore, the museum's input will be instrumental in shaping the design of the library's enhanced programming, ensuring that activities are not only engaging but also educational, supporting the project's goal to spark a love of learning among children from underserved communities.

UNIVERSITY OF CALIFORNIA SAN MARCOS - CENTER FOR RESEARCH AND ENGAGEMENT IN STEM EDUCATION

California State University San Marcos Center for Research and Engagement in STEM Education will significantly enhance the Little Explorers Safari project by offering research-based, professional guidance on play-centered educational programs. Their involvement in community discussions and planning ensures that the educational materials and activities selected for the Escondido Public Library's preschool area adhere to the latest best practices in early childhood STEM education. Additionally, the center's contribution of paid interns to lead library programs introduces expert facilitation, enriching the interactive learning



experiences for children aged 0-6. This collaboration aligns with the project’s goal to provide an inclusive, dynamic learning environment that fosters early childhood development, literacy, and a lifelong love of learning among underserved communities.

PROJECT INTENT

Institutional Capacity: Add, improve or update a library function or operation to further its effectiveness

ANTICIPATED PROJECT OUTPUTS

Please list services to be provided and/or products to be created in this project, including the approximate number of each. See instructions for more detail.

Programs Presented: 1) Rhymes and Reading, 2) Baby Lapsit, 3) Toddler Tales, 4) Español los Jueves, and 5) Inclusive Art Club.

Programs will be presented from October 14, 2024, through May 31, 2025.

Approximately 192 programs are planned to incorporate some play elements funded by the grant. The programs are expected to be presented the following number of times during the grant's reporting period:

- 1) Rhymes and Reading = twice per week (64 times),
- 2) Baby Lapsit = weekly (32 times),
- 3) Toddler Tales = weekly (32 times),
- 4) Español los Jueves = weekly (32 times),
- 5) Inclusive Art Club = weekly (32 times).

The anticipated total attendance to programs supported by the grant is 9,856. Based on past attendance records, program attendance is expected as follows:

- 1) Rhymes and Reading = 30 per session = 1,920 attendees
- 2) Baby Lapsit = 50 per session = 1,600 attendees
- 3) Toddler Tales = 150 per session = 4,800 attendees
- 4) Español los Jueves = 23 per session = 736 attendees
- 5) Inclusive Art Club = 25 per session = 800 attendees

Space outputs - the number of children, families, and caregivers visiting and using the new play space- are expected to be about 50 per day, for a total of 18,250 visitors to the Little Explorers Safari per year.

EVALUATION PLANS

Describe additional local plans, if any, for evaluating the impact of your project in response to your stated needs, beyond the framework provided by the State Library and IMLS.

The library collects attendance of all programs and tracks visits using standard gate counters. Additionally, program-specific comment forms and surveys are planned. As this project includes Instructional activities, the library will also work with the State Library to issue surveys provided by the IMLS.

SUSTAINABILITY

Should this project be successful, how will it be supported and sustained in the future?

The City of Escondido Public Library will maintain grant-funded purchases with support from the Friends of the Escondido Public Library and the Escondido Library Foundation. Replacement for damaged and lost play elements, such as handheld manipulatives, will be included in the future operating and program supplies budgets. The anticipated replacement of climbing structures in 5-10 years may be funded by another grant or through the support of the Friends and/or Library Foundation.

ACTIVITIES

ACTIVITY	MODE	FORMAT
Procurement	N/A	N/A
Purchase of furniture, climbing structures, handheld and wall-mounted manipulatives, program tools and supplies, and in-library use technology. Procurement of specific items will be guided by community and stakeholder feedback. Other purchases, particularly program tools (e.g., handheld manipulatives, toys, and small climbing structures), will be selected and purchased by library staff based on prior community input, professional expertise, and the library's strategic plan.		

ACTIVITY	MODE	FORMAT
Instruction	Program – Public	In-Person
Presentation of five (5) distinct staff-led programs weekly during the grant period: 1) Rhymes and Reading, 2) Baby Lapsit, 3) Toddler Tales, 4) Español los Jueves, and 5) Inclusive Art Club. The programs target children, ages 0-10, with most of the programs focusing on infants through the end of pre-k. Each program will be enhanced with play elements (noted as "Program Tools" in the budget and other grant materials). Programs will be presented from October 14, 2024, through May 31, 2025. The programs are expected to be presented the following number of times during the grant's reporting period: Rhymes and Reading = twice per week (64 times), Baby Lapsit = weekly (32 times), Toddler Tales = weekly (32 times), Español los Jueves = weekly (32 times), and Inclusive Art Club = weekly (32 times). Approximately 192 programs are planned to incorporate some play elements funded by the grant.		

ACTIVITY	MODE	FORMAT
Planning & Evaluation	Prospective – Public	In-house
Community conversations and surveys related to the selection of furniture, wall-mounted manipulatives, and technology for in-library use. At a minimum, four (4) community conversations will be held by library staff to identify the most popular items to purchase and to collect feedback on the overall design of the new space and its furnishings.		

ACTIVITY	MODE	FORMAT
Planning & Evaluation	Retrospective – Public	In-house
Review the results of community feedback, surveys, and staff input to identify, select, and purchase the play elements needed for the grant, including furniture, handheld and wall-mounted manipulatives, climbing structures, and technology. This activity also includes the distribution, data input, and reporting of grant-required surveys and local data collection for statistical purposes. Writing the final report is also included in this activity.		

TIMELINE

Activity	Month Started	Month Ended
1. Grant award notification; review and acceptance by the City Council	June 03, 2024	July 15, 2024
2. Initial marketing and communication: Inform community partners and stakeholders of the award; initial marketing efforts to inform the community and encourage attendance at input sessions.	July 01, 2024	August 01, 2024
3. Development of input sessions and surveys: staff prepare informational presentations and surveys for community input on play elements, furniture, and technology.	August 01, 2024	August 30, 2024
4. Community presentations and input sessions: collect data on the desired play elements, such as wall-mounted and hand-held manipulatives, furniture, and technology, using surveys and community conversations, both during and outside library programs. Minimum of four (4) input sessions.	August 19, 2024	September 23, 2024
5. Library staff conversations at the monthly meeting: review community input and refresh training on incorporating play elements into programs; inform staff of final purchase decisions and establish grant-specific survey and statistical procedures.	September 23, 2024	October 7, 2024
6. Prepare & place purchase orders: review and compile information from community input sessions; coordinate with vendors to place orders and establish delivery/install dates.	October 8, 2024	November 1, 2024
7. Delivery and installation of purchases: receipt and installation of climbing structures, mobile shelves, wall-mounted manipulatives, and technology.	November 4, 2024	December 31, 2024
8. Marketing and Grand Opening: marketing of the space and grand opening.	December 02, 2024	January 31, 2025
9. Incorporation of play elements into existing programs: receipt and introduction of program tools and hand-held manipulatives in existing library storytimes and related programs for young children, ages 0-5.	October 14, 2024	May 31, 2025
10. Program surveys and feedback: distribute and collect program surveys to evaluate the impact of play elements in library programs.	October 21, 2024	May 31, 2025



11. Play space surveys and feedback: distribute and collect surveys to evaluate the impact of play elements, furniture, and technology in the space.	January 01, 2025	May 31, 2025
12. Final reporting	June 01, 2025	June 30, 2025

BUDGET

Grant Funds Requested	Cash Match & In-Kind	Total
\$19,610	\$56,222	\$75,832

Grant Funds	Sum of Total
Climbing structures	\$ 5,106.26
Furniture	\$ 3,639.04
Handheld manipulatives	\$ 2,264.92
Program tools	\$ 3,098.60
Technology	\$ 3,740.00
Wall manipulatives	\$ 1,761.54
Grand Total	\$ 19,610.36

Cash Match & In-Kind	Sum of Total
Furniture	\$ 24,192.82
Salaries, Wages, and Benefits	\$ 31,899.45
Services	\$129.00
Grand Total	\$ 56,221.27

See the next section for a detailed breakdown of the categories listed above.

GRANT FUNDED ITEMS

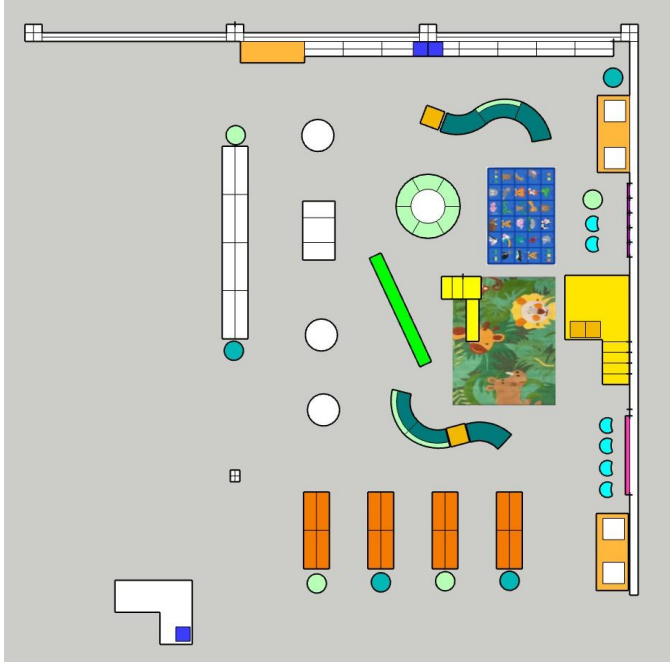
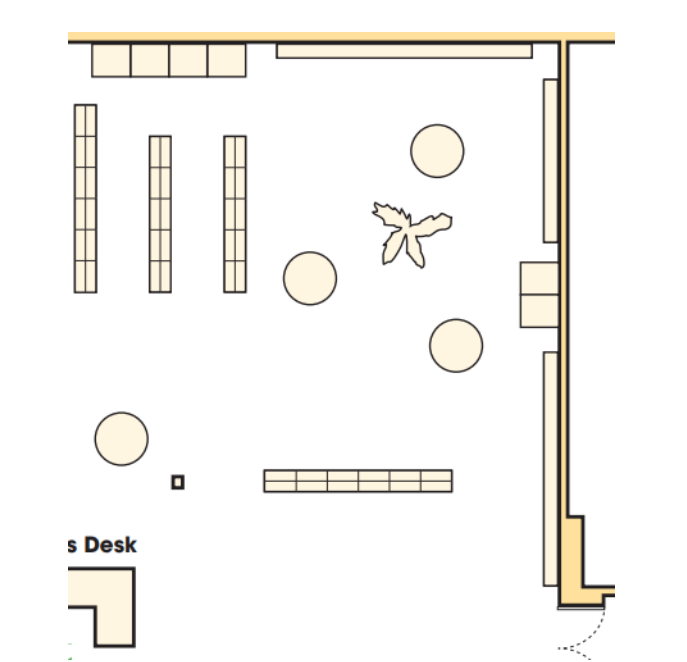
Vendor	Type	Description	Qty.	Unit Price	Shipping	Sub-Total	Tax	Total
S&S Worldwide	Climbing structures	Jonti-Craft® Tiny Tots Loft, 2-3 Years	1	\$ 3,259.99	\$ 350.00	\$ 3,609.99	1.0775	\$ 3,889.76
Playaway Products	Technology	Playaway Launchpads (various)	12	\$ 170.00		\$ 2,040.00	1.0775	\$ 2,198.10
Little People's Cove	Furniture	HABA Sit & Play Reading Snake	1	\$ 1,624.92		\$ 1,624.92	1.0775	\$ 1,750.85
eSpecial Needs	Program tools	Calming Bubble Tube 4'	1	\$ 1,266.00	\$ 250.00	\$ 1,516.00	1.0775	\$ 1,633.49
Bumble Bee Smart	Wall manipulatives	Sensory Panels (25" x 13.75" x 2")	5	\$ 262.77	\$ 121.00	\$ 1,434.85	1.0775	\$ 1,546.05
Amazon	Technology	Lenovo Tab P11 Plus (1st Gen)	5	\$ 229.00		\$ 1,145.00	1.0775	\$ 1,233.74
Wayfair	Climbing structures	Jonti-Craft® Jonti-Craft 63.96" W Indoor Wood Climber	1	\$ 1,129.00		\$ 1,129.00	1.0775	\$ 1,216.50
Wayfair	Furniture	Jonti-Craft® 10 Compartment Manufactured Wood Cubby, Magnetic Back	1	\$ 799.99		\$ 799.99	1.0775	\$ 861.99
eSpecial Needs	Program tools	Activity PlayPanel Center	1	\$ 783.00		\$ 783.00	1.0775	\$ 843.68
Rugs USA	Furniture	Green Safari Friends 8' x 10' Area Rug	1	\$ 434.99		\$ 434.99	1.0775	\$ 468.70
Constructive Play Things	Handheld manipulatives	Multi-Colored Hardwood Unit Blocks	2	\$ 178.99	\$ 53.70	\$ 411.68	1.0775	\$ 443.59
Little People's Cove	Furniture	Friendly Phonics Animals Carpet (Small)	1	\$ 389.40		\$ 389.40	1.0775	\$ 419.58
Ten-O	Program tools	Animal Balance Beam	1	\$ 225.00	\$ 85.00	\$ 310.00	1.0775	\$ 334.03
Really Good Stuff	Technology	Really Good Stuff® Tablet Storage And Charging Base™ - 1 charging base	2	\$ 143.00		\$ 286.00	1.0775	\$ 308.17
eSpecial Needs	Handheld manipulatives	Motor Shape Sequence Board	5	\$ 46.95		\$ 234.75	1.0775	\$ 252.94
Little People's Cove	Wall manipulatives	Crocodile 5-Activity Sensory Wall Toy	1	\$ 199.99		\$ 199.99	1.0775	\$ 215.49
Amazon	Program tools	Wooden Balance Beam for Kids Toddlers	2	\$ 75.99		\$ 151.98	1.0775	\$ 163.76
Constructive Play Things	Handheld manipulatives	Play Vet Set	2	\$ 73.99		\$ 147.98	1.0775	\$ 159.45
Constructive Play Things	Handheld manipulatives	Animal Puzzle Set	2	\$ 64.99		\$ 129.98	1.0775	\$ 140.05
Amazon	Handheld manipulatives	Tummy Time Playboard + Art Cards	10	\$ 12.99		\$ 129.90	1.0775	\$ 139.97
Amazon	Furniture	Paco Home Kids Rug for Nursery with Jungle Animals in Green, Size: 6'7" x 9'6"	1	\$ 128.00		\$ 128.00	1.0775	\$ 137.92
Amazon	Handheld manipulatives	Smart Shapes Bilingual Sorting Cube	5	\$ 22.99		\$ 114.95	1.0775	\$ 123.86
Amazon	Program tools	BILINGUAL ALPHABET POSTER	5	\$ 22.95		\$ 114.75	1.0775	\$ 123.64
Amazon	Handheld manipulatives	Wood Preschool Carrot Harvest Game	5	\$ 21.99		\$ 109.95	1.0775	\$ 118.47
Amazon	Handheld manipulatives	Shockproof Kids Case for Lenovo Tab P11	5	\$ 18.99		\$ 94.95	1.0775	\$ 102.31
Constructive Play Things	Handheld manipulatives	Preschool Zoo Building Bricks	2	\$ 44.99		\$ 89.98	1.0775	\$ 96.95
Constructive Play Things	Handheld manipulatives	Rubbabu® 3D Shape Sorter Animal Shapes Puzzle	2	\$ 39.99		\$ 79.98	1.0775	\$ 86.18
Amazon	Handheld manipulatives	Sensory Balls for Baby (6 pack)	5	\$ 14.99		\$ 74.95	1.0775	\$ 80.76
Amazon	Handheld manipulatives	Bilingual Montessori Toys - Kettlebell	5	\$ 14.84		\$ 74.20	1.0775	\$ 79.95
Amazon	Handheld manipulatives	12PCS Baby Blocks Soft Building Blocks	5	\$ 13.99		\$ 69.95	1.0775	\$ 75.37
Constructive Play Things	Handheld manipulatives	Counting Animals	2	\$ 33.99		\$ 67.98	1.0775	\$ 73.25
Amazon	Handheld manipulatives	ZMLM Baby Beginner Crawling Toy	5	\$ 12.99		\$ 64.95	1.0775	\$ 69.98
Constructive Play Things	Handheld manipulatives	Chunky Mix 'N Match Puzzles	2	\$ 27.99		\$ 55.98	1.0775	\$ 60.32
Constructive Play Things	Handheld manipulatives	Soft Jungle Animals Set of 6	2	\$ 21.99		\$ 43.98	1.0775	\$ 47.39
Constructive Play Things	Handheld manipulatives	Interactive Animal Board	2	\$ 13.99		\$ 27.98	1.0775	\$ 30.15
Constructive Play Things	Handheld manipulatives	Farm Animals Knob Puzzle	2	\$ 12.99		\$ 25.98	1.0775	\$ 27.99
Constructive Play Things	Handheld manipulatives	Wild Animals Knob Puzzle	2	\$ 12.99		\$ 25.98	1.0775	\$ 27.99
Constructive Play Things	Handheld manipulatives	Melissa & Doug® Safari Chunky Puzzle - 8 PC	2	\$ 12.99		\$ 25.98	1.0775	\$ 27.99

CASH MATCH & IN-KIND

Vendor	Type	Description	Qty.	Unit Price	Shipping	Sub-Total	Tax	Total
Yamada	Furniture	Mobile shelving includes two 42 x 36 x 24"D units (2 sections on a 72"L base).	4	\$ 3,679.00		\$ 14,716.00	1.0775	\$ 15,856.49
School Outfitters	Furniture	Shapes Series II Structured Soft Seating - S-Curve (Price Group 1 Material)	3	\$ 791.88	\$ 113.47	\$ 2,489.11	1.0775	\$ 2,682.02
School Outfitters	Furniture	Shapes Series II Modular Soft Seating Cube w/ Tabletop - 18" H (Grade 1 Material)	2	\$ 477.88	\$ 113.47	\$ 1,069.23	1.0775	\$ 1,152.10
School Outfitters	Furniture	Shapes Series II Modular Soft Seating - S-Curve - 18" H (Price Group 1 Material)	3	\$ 515.88	\$ 113.47	\$ 1,661.11	1.0775	\$ 1,789.85
School Outfitters	Furniture	Shapes Series Rectangle Classroom Floor Table (30" W x 60" L); 11-16" high	2	\$ 289.88		\$ 579.76	1.0775	\$ 624.69
School & Office Direct	Furniture	Vicro Text Series Table (20" D x 60" W x 26"-34" H)	1	\$ 421.00		\$ 421.00	1.0775	\$ 453.63
School Outfitters	Furniture	Foam Soft Seating S-Curve Set (Six 28" L x 13" W x 12" H)	1	\$ 405.88		\$ 405.88	1.0775	\$ 437.34
School Outfitters	Furniture	Foam Soft Seating Crescent Set (Seven 10" H)	1	\$ 401.88		\$ 401.88	1.0775	\$ 433.03
School Outfitters	Furniture	Foam Soft Seating Set- Cylinder (Four 16" H x 18" W)	1	\$ 395.88		\$ 395.88	1.0775	\$ 426.56
School Outfitters	Furniture	Foam Soft Seating Set- Cylinder (Four 12" H x 18" W)	1	\$ 312.88		\$ 312.88	1.0775	\$ 337.13
EyeJack	Services	Subscription to AR creation and publishing platform - "Artist" tier	12	\$ 10.00		\$ 120.00	1	\$ 120.00

Staff	Activity	Time (Hrs)	Quantity	Total Hrs	Per Hour Cost	FTEs	Total Cost	Total Plus Benefits
Assistant Director	Supervision of grant and programs	40	1	40	\$ 49.60	1.00	\$ 1,983.92	\$ 2,579.10
Graphic Designer	Grant-specific marketing	30	1	30	\$ 27.88	1.00	\$ 836.40	\$ 1,087.32
Librarian 1	Grant program preparation	2	192	384	\$ 26.11	1.00	\$ 10,026.83	\$ 13,034.88
Librarian 1	Grant program presentation	1	192	192	\$ 26.11	1.00	\$ 5,013.42	\$ 6,517.44
Librarian 1	Grant reporting and recordkeeping	40	1	40	\$ 26.11	1.00	\$ 1,044.46	\$ 1,357.80
Librarian 1	Outreach	3	4	12	\$ 26.11	1.00	\$ 313.34	\$ 407.34
Library Assistant	Grant program support	1	192	192	\$ 21.13	1.00	\$ 4,057.48	\$ 5,274.72
Library Director	Grant administration & support	20	1	20	\$ 63.11	1.00	\$ 1,262.19	\$ 1,640.85

ATTACHEMENT 1: SPACE PLAN & KEY PURCHASES

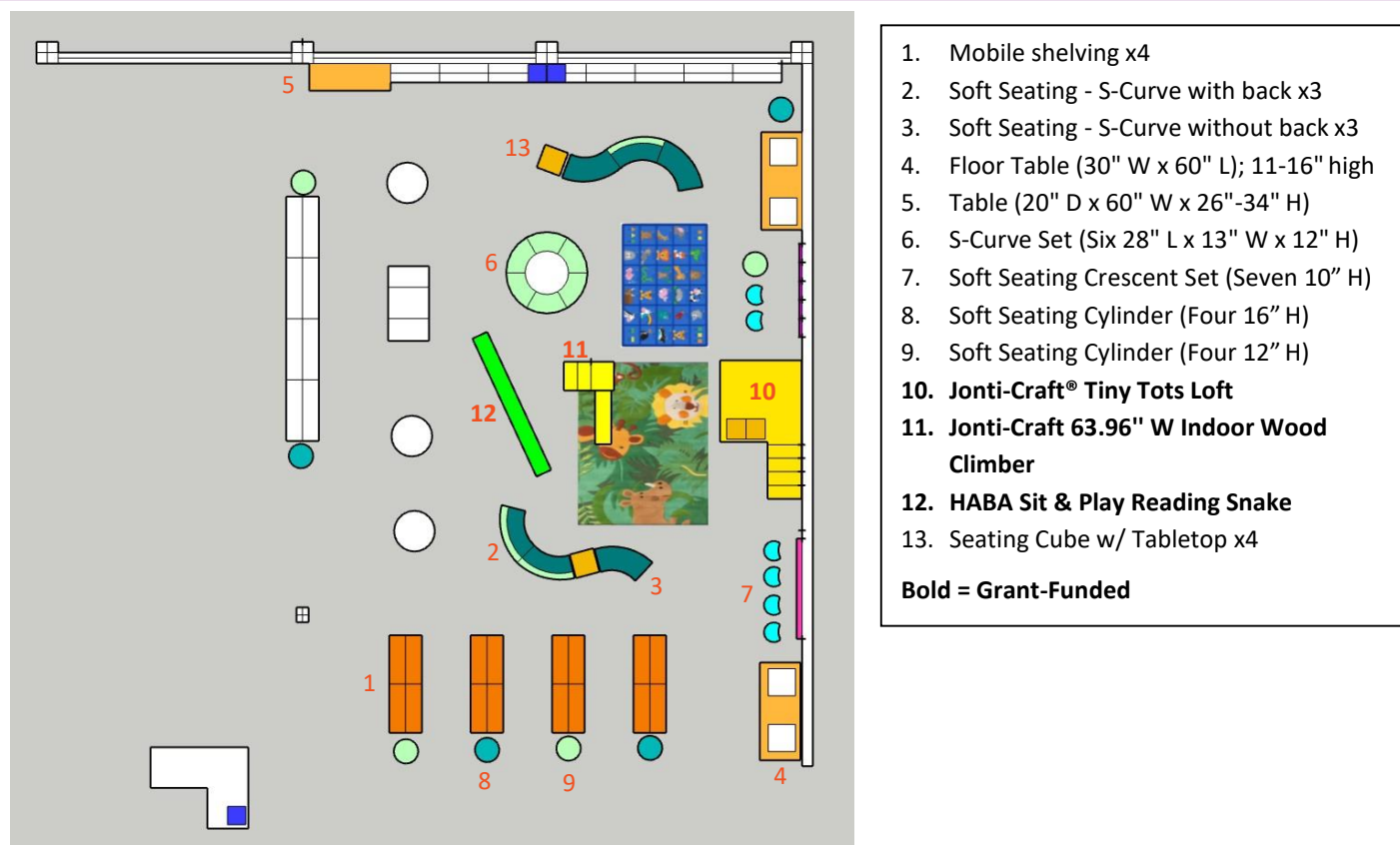
POTENTIAL LAYOUT	EXISTING SPACE LAYOUT
	
White elements represent existing furniture, fixtures, and equipment. Image to scale.	Image not to scale.

EXISTING SPACE PHOTOGRAPHS

	
Pre-school space with tables and AWE computer stations.	New children's books shelves and mural.



KEY PURCHASES: FURNITURE & CLIMBING STRUCTURES




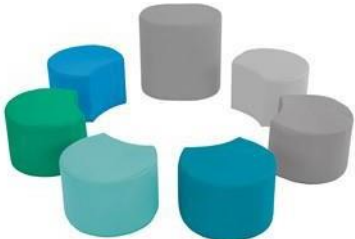


FURNITURE & CLIMBING STRUCTURES





	Vendor	Yamada Library Furniture
	Item	Mobile shelving includes two 42 x 36 x 24"D units (2 sections on a 72"L base).
	List Price	\$3,679
	Quantity	4
	Vendor	School Outfitters
	Item	Shapes Series II Structured Soft Seating - S-Curve (Price Group 1 Material)
	List Price	\$791.88
	Quantity	3
	Vendor	School Outfitters
	Item	Shapes Series II Modular Soft Seating - S-Curve - 18" H (Price Group 1 Material)
	List Price	\$515.88
	Quantity	3

Continued on next page



	Vendor	School Outfitters
	Item	Shapes Series Rectangle Classroom Floor Table (30" W x 60" L); 11-16" high
	List Price	\$289.88
	Quantity	2
	Vendor	School Outfitters
	Item	Vicro Text Series Table (20" D x 60" W x 26"-34" H)
	List Price	\$421.00
	Quantity	1
	Vendor	School Outfitters
	Item	Foam Soft Seating S-Curve Set (Six 28" L x 13" W x 12" H)
	List Price	\$405.88
	Quantity	1
	Vendor	School Outfitters
	Item	Foam Soft Seating Crescent Set (Seven 10" H)
	List Price	\$401.88
	Quantity	1



	Vendor	School Outfitters
	Item	Foam Soft Seating Set- Cylinder (Four 16" H x 18" W)
	List Price	\$395.88
	Quantity	1
	Vendor	School Outfitters
	Item	Foam Soft Seating Set- Cylinder (Four 12" H x 18" W)
	List Price	\$312.88
	Quantity	1
	Vendor	S&S Worldwide (also available from other vendors)
	Item	Foam Soft Seating Set- Cylinder (Four 12" H x 18" W)
	List Price	\$3,259.99
	Quantity	1
	Vendor	Wayfair (also available from other vendors)
	Item	Jonti-Craft® Jonti-Craft 63.96" W Indoor Wood Climber
	List Price	\$1,129.00
	Quantity	1

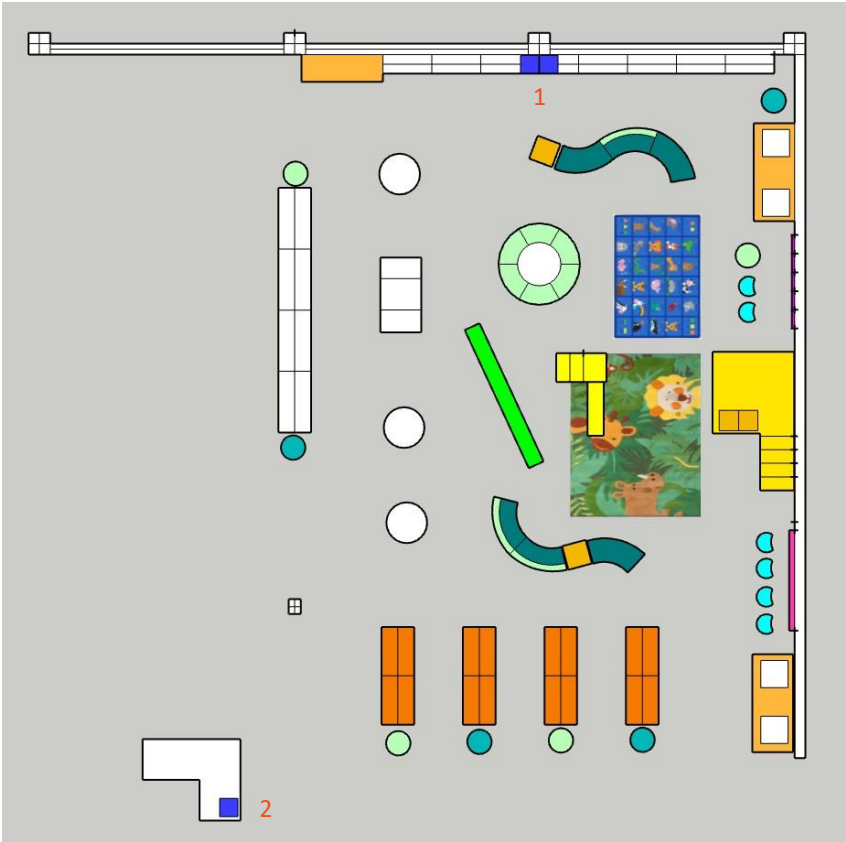


Escondido
Public Library

239 South Kalmia Street,
Escondido, CA 92025
760.839.5440
www.escondidolibrary.org

	Vendor	Little People's Cove
	Item	HABA Sit & Play Reading Snake
	List Price	\$1,624.92
	Quantity	1




TECHNOLOGY



- Playaway Launchpads x12
 - AR Safari Tablets x5

Bold = Grant Funded

Continued on next page.

	Vendor	Playaway
	Item	Launchpads (various)
	List Price	\$150.00-\$180.00
	Quantity	12
<p>Launchpads are available in a variety of subject areas and for different age groups. The goal of this purchase will be to offer a variety of Launchpads for toddlers through pre-K, all in preparation for kindergarten. The selection will be informed by community conversations and surveys.</p>		
	Vendor	Various
	Item	Lenovo Tab P11 Plus (1st Gen)
	List Price	\$229.00
	Quantity	5
	Vendor	EyeJack
	Item	EyeJack Creator Subscription - Artist
	List Price	\$120.00
	Quantity	1 – monthly subscription at \$10.00/month
<p>Using a simple interface, staff plan to create augmented reality (AR) animations and video connected to the existing safari mural that is found throughout the children’s space. These tablets will offer children without a phone or tablet the opportunity to explore and discover the “wildlife” in the Little Explorers Safari.</p>		



BUDGET ADJUSTMENT REQUEST

Department:	Community Services/Library	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Robert Rhoades	
City Council Meeting Date: (attach staff report)	8/14/2024	

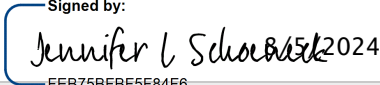
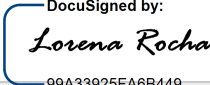
EXPLANATION OF REQUEST

Acceptance of \$19,710 grant funding from the California State Library, Library Services and Technology Act ("LSTA"). The grant will revitalize the library's preschool area with new, engaging furniture and play structures, including wall manipulatives and interactive technology.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Miscellaneous Agencies	4121-004-NEW PROJECT	\$19,710	
California State Library - LSTA	0000-004-NEW PROJECT	\$19,710	

APPROVALS

Signed by:  FEB75BFBF5F84F6...		DocuSigned by:  99A33925FA6B449...	
8/5/2024		8/5/2024	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

August 14, 2024

File Number 0600-10; A-3325-6

SUBJECT

APPROVE BUDGET ADJUSTMENT, CHANGE ORDER AND CONTRACT AMENDMENT FOR THE CITRACADO PARKWAY EXTENSION PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-112 authorizing a budget adjustment to program available Transnet Funds in the amount of \$1,036,965 for use on this Project; Resolution No. 2024-115 for a change order in the amount of \$957,688.50 to the construction contract with Flatiron West, Inc.; and Resolution No. 2024-116 authorizing Amendment 6 to the consultant contract with TY Lin International in the amount of \$376,460 for the Citracado Parkway Extension Project ("Project").

Staff Recommendation: Approval (Chris McKinney, Interim Development Services Director/ Deputy City Manager and Owen Tunnell, Interim-City Engineer)

Presenter: Matt Souttere, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The budget adjustment is intended to program currently unallocated TransNet funds and unused funds from complete projects to support remaining construction work, continue construction management consultant assistance to complete Project work, consultant assistance to negotiate additional funding from Rincon Water, and consultant assistance with contractor disputed work and delay negotiations. The addition of budget adjustment funds, remaining contingency and previously programmed but unused funds for the Citracado Parkway Extension Project are adequate to cover the cost of the proposed change order and consultant agreement amendment. This includes reserving a portion of the 2024-2025 Project budget for the costs of long-term maintenance and monitoring of Project vegetation as required by the resource agency permits for the Project. The Project is funded with a combination of funding sources including a State Local Partnership Program Grant, TransNet funds, Traffic Impact Fees, and a contribution from the Palomar Hospital Project.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On August 20, 2014, the City Council authorized the Mayor to execute a reimbursement agreement with Rincon Del Diablo Municipal Water District (“Rincon”) for their share of pipeline design costs for the Citracado Parkway Extension Project. On February 5, 2020 the City Council authorized the Mayor to execute a reimbursement agreement with Rincon for recycled water and potable water construction and relocation as part of the Citracado Parkway Extension Project. On April 17, 2024, the City Council authorized reimbursement of \$2,033,103.50 from Rincon Del Diablo Municipal Water District.

On May 11, 2022, the City Council authorized the Mayor to execute an agreement with Flatiron West, Inc. in the amount of \$23,792,400.50 to complete the Citracado Parkway Extension Project. On October 11, 2023, the City Council authorized the Mayor to execute a change order to the construction contract with Flatiron West, Inc. in the amount of \$1,493,621.38 for additional costs associated with construction of the sound wall on the east side of Citracado Parkway. On April 17, 2024, the City Council authorized the Mayor to execute a second change order to the construction contract with Flatiron West, Inc. in the amount of \$994,407.97 for additional costs associated with construction of the sound wall on the east and west sides of Citracado Parkway.

On February 5, 2020, the City Council authorized the Mayor to execute an agreement with TY Lin International, Inc. for construction management and constructability review in the amount of \$1,596,544. On June 22, 2022, the City Council authorized the Mayor to execute Amendment 1 to the City’s contract with TY Lin International, Inc. in the amount of \$982,162.51 to support a longer construction duration based on a detailed constructability review that determined more time was necessary to complete the Project. Staff approved Amendment 2 to TY Lin’s agreement in the amount of \$191,295 for additional construction management and added staff for inspection of sound wall foundation construction due to the presence of shallow rock and excessive groundwater. On October 11, 2023, the City Council authorized the Mayor to execute Amendment 3 with TY Lin International, Inc. in the amount of \$845,013 for continued support of Project construction. On April 17, 2024, the City Council authorized the Mayor to execute Amendment 4 to the City’s contract with TY Lin International, Inc. in the amount of \$389,823. In August 2, 2024, the City Manager authorized Amendment 5 to TY Lin’s agreement in the amount of \$197,380 for additional construction management, material and wet pile testing, and added staff for inspection of sound wall foundation construction due to the presence of shallow rock and excessive groundwater.

BACKGROUND

Construction of the Project began on September 6, 2022. The original contract completion date was in February 2024. As a result of the presence of shallow rock outcrops, shallow groundwater resulting from rainfall experienced during recent rainy seasons, relocation of conflicting AT&T, Cox and SDG&E



CITY of ESCONDIDO

STAFF REPORT

infrastructure, and the more recent artifact discovery, the Project now has an estimated completion in October 2024. Higher than average rainfall over the last two years has raised the groundwater table, continuing to make construction of Project sound wall foundations previously not constructed because of utility conflicts more difficult, requiring pumping of groundwater and placement of sleeves to prevent caving of foundations. French drains to area storm drains also need to be constructed to redirect water from surfacing on sidewalk areas. Rock continues to be present in remaining segments of Project sound walls being constructed after the conflicting utilities have been relocated, lengthening the duration to construct the walls. Though all conflicting utilities have now been relocated, the resulting rerouting of water mains and irrigation work are still underway. Delays associated with weather, groundwater, rock and utility redesigns and construction to relocate conflicting utilities have extended the Project duration and introduced potential delays to the Contractor, requiring additional construction management and related services.

Construction Changes:

The Environmental Impact Report for the Project requires noise-reducing sound walls along much of the existing segment of Citracado Parkway. The presence of rock and groundwater in the sound wall foundations for the west side of the roadway resulted in additional construction costs in the amount of \$391,357.94. To mitigate potential costs, one segment of sound wall was re-designed to provide a more shallow footing to reduce the risk of exposure to rock and groundwater. Another effort to offset wall costs using an existing outcropping as a sound barrier is underway. Savings could be significant if accepted by permitting authorities. In addition, utility conflicts resulted in the need to re-route and relocate water and irrigation lines and their appurtenances and install additional utilities at a cost of \$186,883.04. Installation of safety measures meeting current standards to improve pedestrian walking areas was requested in the amount of \$37,447.52. Staff requests that the City Council approve a change order to the Flatiron West, Inc. contract in the amount of \$957,688.50.

Construction Management Changes:

An amendment to the agreement with TY Lin, the construction management consultant, is requested based on the extended construction timeline and to cover required additional effort by the construction management team to track time and materials associated with groundwater, rock, utility conflicts, and address change order requests due to differing site conditions and utility relocations by the contractor. The consultant's efforts are to ensure that the City can determine and pay for the actual cost of the additional work. The Project's construction duration has been extended due to these various items which have resulted in additional construction management services. Staff recommends a contract amendment with TY Lin in the amount of \$376,460 to ensure construction management and quality assurance of the Project through its anticipated completion date, and to assist with final negotiations of delay and disputed work items that have been submitted by the contractor.



CITY of ESCONDIDO

STAFF REPORT

Project Status:

The Project is approximately 87 percent complete. The Citracado Parkway bridge is complete, the extended roadway segment between Harmony Grove Village Parkway and Andreasen Drive has been paved, and with exception of a few sound wall segments not constructed because of utility conflicts, the overall Project sound walls are complete. The contractor continues work on the aforementioned sound wall segments, signing and striping the new roadway, installation and connectivity of new traffic signals, installation of median bio basins, installation of new sidewalks, and installation of Project irrigation. Project planting and plant establishment will commence soon. The City is working with the contractor to partially open the road to traffic in late August, allowing use of one lane in each direction of travel while the remaining work items are completed.

RESOLUTIONS

- a. Resolution No. 2024 – 112
- b. Resolution No. 2024 – 115
- c. Resolution No. 2024 – 116
- d. Resolution No. 2024 – 116 Exhibit “A” – Amendment 6

ATTACHMENTS

- a. Attachment “1” – Amendment 6

RESOLUTION NO. 2024-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ESCONDIDO, CALIFORNIA, AUTHORIZING AN
AMENDMENT TO THE TRANSNET LOCAL STREET
IMPROVEMENT PROGRAM OF PROJECTS FOR
FISCAL YEARS 2025 THROUGH 2029

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of Escondido was provided with an estimate of annual TransNet local street improvement revenues for fiscal years 2025 through 2029; and

WHEREAS, the City of Escondido approved its 2025 TransNet Local Street Improvement Program of Projects on June 26, 2024 and the City of Escondido desires to make an adjustment to its Program of Projects; and

WHEREAS, the City of Escondido has held a noticed public meeting with an agenda item that clearly identified the proposed adjustment by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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 of Escondido requests that SANDAG make the following adjustment to its 2025 Program of Projects ("Amendment"), as follows: program an additional \$1,036,965 of the City's TransNet Carryover Balance in fiscal year 2024/25 for the Citracado Parkway Extension Project (ESC04), the City's original TransNet Carryover allocation for FY25 was \$1,284,000, and the new total allocation to the Citracado project in FY25 will be \$2,320,965.
3. That pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its cumulative revenues shall be spent on road maintenance-related projects as a result of the Amendment.
4. That pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of Escondido certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by *TransNet* revenues, shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido's public hearing process for the Amendment.
5. That the City of Escondido does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.
6. That the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido's *TransNet* funded projects.



BUDGET ADJUSTMENT REQUEST

Department:	Development Services	<u>For Finance Use Only</u> BA # _____ Fiscal Year _____
Department Contact:	Jonathan Schauble	
City Council Meeting Date: (attach staff report)	08/14/2024	


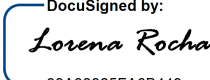
EXPLANATION OF REQUEST

Budget Adjustment to allocate TransNet funds towards construction and construction management costs of the Citracado Parkway Extension Project in the amount of \$1,036,965. The TransNet projects listed below for decreasing funds have been substantially completed, and those TransNet funds will be re-programmed to the Citracado Parkway Extension Project.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Citracado Parkway Extension	230-691101	\$1,036,965	
Centre City/Mission	230-690029		\$479,086
E Valley Parkway/Valley Cntr Rd	230-691705		\$12,543
El Norte Parkway Bridge	230-691706		\$138,420
Unprogrammed TransNet	230 (TransNet)		\$406,916

APPROVALS

<div>Signed by:  8/5/2024 <small>BAD7E97808A445B...</small></div>		<div>DocuSigned by:  8/5/2024 <small>99A33925FA6B449...</small></div>	
DEPARTMENT HEAD	DATE	FINANCE	DATE

RESOLUTION NO. 2024-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING CHANGE
ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT
WITH FLATIRON WEST, INC. FOR THE CONSTRUCTION
OF THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the Citracado Parkway Extension Project; and

WHEREAS, on May 11, 2022, the City Council adopted Resolution No. 2022-56 authorizing execution of a Public Improvement Agreement with Flatiron West, Inc. in the amount of \$23,792,400.50 for the construction of the Citracado Parkway Extension Project (“Project”); and

WHEREAS, on October 11, 2023, the City Council adopted Resolution No. 2023-120 authorizing execution of a change order in the amount of \$1,493,621.38 regarding construction services to be provided by Flatiron West, Inc. under the Public Improvement Agreement for the Project; and

WHEREAS, on April 17, 2024, the City Council adopted Resolution No. 2024-45 authorizing execution of a change order in the amount of \$994,407.97 regarding construction services to be provided by Flatiron West, Inc. under the Public Improvement Agreement for the Project; and

WHEREAS, the City Council recognizes that approval of an additional change order for the Project is required to continue and complete construction of the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor to execute a third change order with Flatiron West, Inc. in an amount not to exceed \$957,688.50.

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 approves construction change orders issued to date with Flatiron West, Inc. for the construction of the Citracado Parkway Extension Project totaling \$957,688.50.
3. That the City Manager is authorized to approve change orders to pay for added work or disputed item resolution up to the contingency amount assigned for the original contract amount.

RESOLUTION NO. 2024-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SIXTH AMENDMENT TO THE CONSULTING AGREEMENT WITH TY LIN INTERNATIONAL FOR THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project ("Project"); and

WHEREAS, on February 5, 2020, the City Council adopted Resolution No. 2020-08 authorizing execution of a Consulting Agreement with TY Lin International in the amount of \$1,596,544 for the construction management of the Project ("Agreement"); and

WHEREAS, on June 22, 2022, the City Council adopted Resolution No. 2022-82 authorizing execution of a First Amendment to Agreement in the amount of \$982,162.51 for the continued construction management of the Project; and

WHEREAS, on September 21, 2023, the City Manager executed a Second Amendment to the Agreement in the amount of \$191,295 for the continued construction management of the Project; and

WHEREAS, on October 11, 2023, the City Council adopted Resolution No. 2023-123 authorizing execution of a Third Amendment to the Agreement in the amount of \$845,013 for the continued construction management of Project; and

WHEREAS, on April 17, 2024, the City Council adopted Resolution No. 2023-45 authorizing execution of a Fourth Amendment to the Agreement in the amount of \$389,823 for the continued construction management of Project; and

WHEREAS, on August 2, 2024, the City Manager executed a Fifth Amendment to the Agreement in the amount of \$197,380 for the continued construction management of the Project; and

WHEREAS, additional construction management services are required of TY Lin International to support the construction of the Project in the amount of \$376,460.

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 Mayor is authorized to execute, on behalf of the City, a Sixth Amendment to the Agreement in the amount of \$376,460, a copy of the proposed Sixth Amendment is attached hereto as Exhibit 1 and incorporated by this reference, and subject to final approval as to form by the City Attorney.
3. Given the ongoing nature of the Project, the City Council hereby authorizes the City Manager to execute any additional amendments (beyond the Sixth Amendment) to the Agreement consistent with the Escondido Municipal Code which shall bring the cumulative Agreement price to \$5,000,000.



CITY OF ESCONDIDO
SIXTH AMENDMENT TO CONSULTING AGREEMENT

This Sixth Amendment to Consulting Agreement ("Sixth Amendment") 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: Owen Tunnell 760-839-4087 ("CITY")
And:	T.Y. Lin International a California corporation 404 Camino del Rio South, Suite 700 San Diego, CA, 92108 Attn: Joseph Smith 619-692-1920 ("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties entered into that certain Consulting Agreement dated March 9, 2020, which was subsequently amended by a First Amendment dated August 11, 2022, a Second Amendment dated September 21, 2023, a Third Amendment dated October 31, 2023, a Fourth Amendment dated May 15, 2024, and a Fifth Amendment dated August 5, 2024 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for construction management, inspection and material testing for the Citracado Parkway Extension Project, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Sixth Amendment, which is attached hereto and incorporated herein by this reference.

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. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Sixth Amendment.

2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$376,460**, pursuant to the conditions contained in "Attachment A" to this Sixth Amendment.
3. All other terms of the Agreement not referenced in this Sixth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Sixth, this Sixth Amendment shall prevail.
4. This Sixth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Sixth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Sixth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Sixth Amendment, the effective date of this Sixth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

T.Y. Lin International

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

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

ATTACHMENT “A”

Scope of Work

A. General

T.Y. Lin International, a California corporation (“Consultant”) will provide the City of Escondido, a California municipal corporation (“City”) with continued consulting services related to the construction of the City’s Citracado Parkway Extension Project (“Project”).

B. Location

Consultant shall provide continued services as required for improvements being constructed within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

C. Services

1. Consultant shall continue to provide construction management, inspection, environmental, and material and testing services for Project improvements, including but not limited to overall management of construction support team, coordination of utility redesigns and coordination of construction inspection with project work, inspection of all street and bridge improvements, public outreach to affected residents and response to project inquiries, environmental inspections-oversite and permit extensions, negotiations for additional funding from Rincon for additional work to be completed as part of the project, and review and negotiation of delay or disputed work items submitted by the project contractor.
2. Services provided pursuant to the Sixth Amendment shall be in accordance with the Consultant’s proposal, which is attached hereto as Exhibit 2 to this Scope of Work and incorporated herein by this reference.

D. Scheduling

Inquires relating to this Sixth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or matt.souttere@escondido.gov.

E. Contract Price and Payment Terms

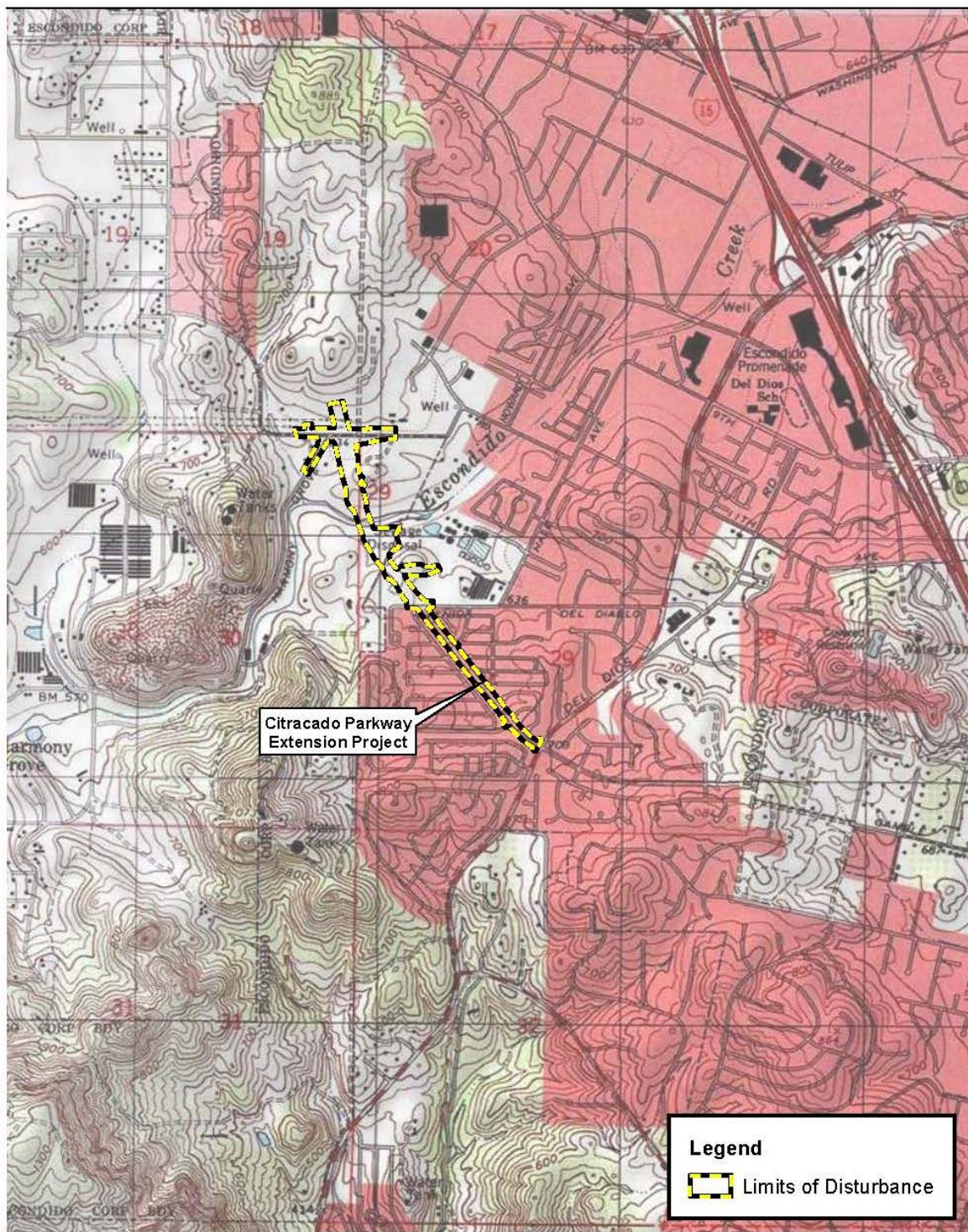
The contract price of this Sixth Amendment shall not exceed **\$376,460**. The contract price of this Sixth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$4,578,677.51**.

Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Sixth Amendment shall be from the Effective Date of this Sixth Amendment through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. This is anticipated by December 2024.

EXHIBIT "1"



Source: USGS 7.5' Quadrangles, Escondido 1975, Valley Center 1975, Rancho Santa Fe 1983, San Marcos 1983; AECOM 2011

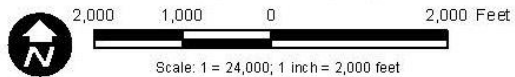


EXHIBIT “2”

Please see attached.

Prepared for: City of Escondido
CITRACADO PARKWAY EXTENSION PROJECT
STAFFING PLAN, COSTS and FEES
6/3/2024



Finish date late September 2024 per estimated revised Schedule (CPM)

Estimate to Complete May 1, 2024 to End of job

NAME	POSITION	Construction								Post activities		Fee Estimate																
		2024								Labor Rates										2024		ODCs		Total			Subtotal per Firm	
		May	Jun	July	Aug	Sep	Oct	Nov	Dec					Hours	\$	\$	Hours	\$	%									
		176	160	176	176	160	176	200	160	2021	2022	2023	2024															
T.Y. LIN INTERNATIONAL																				T.Y. LIN INTERNATIONAL								
JOSEPH SMITH, PE	PROJECT MANAGER/RESIDENT ENGINEER																			\$465,016	82.6%							
BRIAN ROCHELLE, PE	DEP RE/STRUCTURE REP/FIELD ENGINEER			176	176	160	176	100	80	\$159.73	\$191.61	\$197.36	\$203.28	868	\$176,446	\$11,000	868	\$187,446	33.28%	Mileage+Earthspectives ODCs								
JOHN WILLIAMSON, PE	BRIDGE INSPECTOR/FIELD ENGINEER			176	176					\$185.86	\$191.61	\$197.36	\$203.28	352	\$71,554		352	\$71,554	12.70%									
ADRIANNA CARO	SOUNDWALL INSPECTOR			176	176	160		100		\$145.00	\$158.45	\$163.20	\$168.10	612	\$102,877		612	\$102,877	18.27%									
WADE DURANT, PE	SCHEDULE REVIEWS/CCOs/CLAIMS			60	100	80	80	80	40	\$202.20	\$220.95	\$227.58	\$234.41	440	\$103,139		440	\$103,139	18.31%									
Kleinfelder																				Kleinfelder								
DERICK LONDON	ASSISTANT RESIDENT ENGINEER/RDWY INSPECTOR									\$160.11	\$174.96	\$180.21	\$185.62	0	\$0		0	\$0	0.00%	\$74,617	13.2%							
ANNA FINLAY	PUBLIC RELATIONS MANAGER									\$105.76	\$115.57	\$119.04	\$122.61	0	\$0		0	\$0	0.00%									
KRISTA GOODMAN	PUBLIC RELATIONS COORDINATOR									\$51.30	\$56.06	\$57.74	\$59.47	0	\$0		0	\$0	0.00%									
HISHAM	ELECTRICAL/SIGNAL INSPECTOR			100	40					\$164.02	\$179.23	\$184.61	\$190.15	140	\$26,620	\$1,000	140	\$27,620	4.90%									
	MATERIAL TESTING/REPORTS			100	40	40				\$120.00	\$131.13	\$135.06	\$139.12	180	\$25,041	\$15,000	180	\$40,041	7.11%									
	MATERIALS PM/ENGINEER			10	10	10				\$200.00	\$218.55	\$225.11	\$231.86	30	\$6,956		30	\$6,956	1.23%									
Helix																				Helix								
KARL OSMUNDSON	ENVIRONMENTAL COMPLIANCE COORDINATOR			4	4	4	4			\$220.00	\$240.40	\$247.61	\$255.04	16	\$4,081		16	\$4,081	0.72%	\$17,002	3.0%							
DANE VAN TAMELEN	SENIOR PERMITTED WILDLIFE BIOLOGIST			8	8	8	8	4		\$116.40	\$120.00	\$123.60	\$127.31	28	\$3,565		28	\$3,565	0.63%									
ALEXANDER WALSH	ASSISTANT BIOLOGIST MONITOR			48	20	16				\$101.85	\$105.00	\$108.15	\$111.39	84	\$9,357		84	\$9,357	1.66%									
ERICA HARRIS	SENIOR SCIENTIST									\$160.05	\$165.00	\$169.95	\$175.05	0	\$0		0	\$0	0.00%									
SEAN BOHAC	GIS									\$135.80	\$140.00	\$144.20	\$148.53	0	\$0		0	\$0	0.00%									
MARY ROBBINS WADE	CULTURAL RESOURCES PRINCIPAL INVESTIGATOR									\$155.00	\$169.37	\$174.45	\$179.68	0	\$0		0	\$0	0.00%									
SAFEWORK (DBE)																				SAFEWORK (DBE)								
KATHY KEATING	LABOR COMPLIANCE			8	8	8	16			\$142.23	\$155.42	\$160.08	\$164.89	40	\$6,595		40	\$6,595	1.17%	\$6,595	1.2%							
	LABOR COMPLIANCE													0	\$0		0	\$0	0.00%									
N.W. PAPAC CONSULTING																				N.W. PAPAC CONSULTING								
WAYNE PAPAC	Utility Coordinator/Inspector									\$140.00	\$152.85	\$152.85	\$157.44	0	\$0		0	\$0	0.00%	\$0	0.0%							
Supplimental Work														0	\$0		0	\$0										
														2790	\$536,230.74	\$27,000.00	2790	\$563,231	100%	Totals		100%						

\$7,951 Amount not billed on June Invoice already performed
\$2,946 3% Mark-up on Subconsultants

\$574,128	Total Fee to Complete (EST)	
\$197,668	Amount remaining	Incl Amend #5
\$376,460	Additional amount required	

Incl Markup		Remaining per	
Job to date		JUNE 2024 Invoice	
Jun-24 Total			
\$2,359,293.58		\$2,824,309.55	
\$1,038,006.82		\$0.00	
\$1,096,345.75		\$0.00	
\$123,728.80		\$288.84	
\$101,212.21		\$0.00	
\$1,236,533.42		\$1,311,150.37	
\$675,080.39		CS	
\$561,453.03		MT	
\$247,445.88		\$264,448.29	
\$35,556.69		\$42,152.09	
\$56,312.38		\$56,312.38	
\$69,407.09		\$69,407	
\$4,004,549.04		\$4,567,780	
Amendment 5		\$197,380.00 In Process	
Incl Amend #5		\$4,202,217.51 Current Budget	
		\$197,668 Amount remaining	



STAFF REPORT

August 14, 2024
File Number 0480-70

SUBJECT

FY 2024 USDA URBAN AND COMMUNITY FORESTRY PROGRAM SUBAWARD AGREEMENT

DEPARTMENT

Development Services

RECOMMENDATION

Request for City Council to adopt Resolution No. 2024-127, authorizing the Mayor, to receive grant funds from the United States Department of Agriculture ("USDA") Urban and Community Forestry Program Subaward in the amount of \$665,500, and execute on its behalf, all grant-related agreements and documents necessary to receive and expend the funds for the completion of the Urban Forestry Management Plan.

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

Presenter: Oscar Romero, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The City of Escondido ("City") was awarded \$665,500 by the USDA's and Green Latinos' Urban Forestry Program Subaward Grant for the development of the City's first Urban Forestry Management Plan. There is no matching requirement or impact to the General Fund.

BACKGROUND

In 2022, the Urban and Community Forestry Program received an historic \$1.5 billion in Inflation Reduction Act funding for tree planting and related activities in urban areas with a priority on disadvantaged and overburdened communities. The grant objective is to facilitate municipal incorporation of programs and policies guiding tree maintenance, offsetting extreme heat, and improving access to nature in cities.



CITY of ESCONDIDO

STAFF REPORT

The City submitted for the USDA Forest Service Urban and Community Forestry Inflation Reduction Act Grant Program for the utilization and development of an Urban Forestry Management Plan (“UFMP”). Specifically, City staff submitted an application focusing on disadvantaged communities which allowed for a zero-match requirement, whereas a Citywide application would have required a 50 percent match in cost (i.e., the City covers costs of approximately \$330,000). As of September 14, 2023, the USDA selected the City as one of the 385 grant proposals to receive a grant award for \$665,500 to alleviate insufficient canopy coverage, lack of access to green space, and extreme urban heat islands throughout the City. The USDA utilized certain determinants of health to qualify communities throughout the City for grant eligibility. The grant will fund the creation of the UFMP and provide a mechanism for the implementation of policies by decision-makers to support the development of a Citywide Urban Forestry Management and Maintenance Plan within the City’s disadvantaged communities, as defined by the federal government’s web mapping and data tools. In doing so, the City will ensure the areas of Escondido with the greatest need receive priority investment in the City’s efforts to improve its urban forest and canopy cover, as well as ensure alignment with the City’s adopted Climate Action Plan that prioritizes disadvantaged neighborhoods for investment.

The funded project will consist of four phases throughout a three-year timeframe, beginning in December of 2024 and finishing in the year 2026, and follow the phasing provided below:

- Year 1 (2024) – Request for proposal (“RFP”) to solicit consultants, followed by a selection and consultant agreement.
- Year 2 (2025) – Consultant will be tasked with data collection, such as community outreach, tree inventory/existing conditions, development of recommended actions and initial review of UFMP. In year 2, staff will also be initializing early tree care, revise and update the municipal code, landscape manuals and relevant City documents making reference to street trees.
- Year 3 (2026) – Items tasked in year 2 will continue and be finalized in year 3 with a final UFMP presented to Planning Commission and City Council for review and approval.

Approval of Resolution No. 2024-127 will execute the Grant Agreement as attached and incorporated here as Attachment “1”, which has been reviewed and approved by the City Attorney’s Office.

RESOLUTIONS

- a. Resolution No. 2024-95

ATTACHMENTS

- a. Attachment “1”-Final Draft Subaward Agreement

RESOLUTION NO. 2024-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING, ON BEHALF OF THE CITY, ACCEPTANCE AND RECEIPT OF THE UNITED STATES DEPARTMENT OF AGRICULTURE URBAN AND COMMUNITY FORESTRY INFLATION REDUCTION ACT PROGRAM SUBAWARD AGREEMENT GRANT FUNDS IN THE AMOUNT OF \$665,500 FOR THE URBAN FORESTRY MANAGEMENT PLAN PROJECT AND EXECUTION OF GRANT AGREEMENTS AND RELATED FORMS

WHEREAS, the City Council of the City of Escondido is eligible to receive Federal funding for the development and implementation of the Urban and Community Forestry Management Plan through the United States Department of Agriculture (“USDA”) Urban and Community Forestry (“UCF”) Inflation Reduction Act Program Subaward Agreement Grant (“Project”); and

WHEREAS, a Grant Agreement shall be executed with the USDA before any funds may be claimed through the UCF Inflation Reduction Act Grant Program; and

WHEREAS, the City of Escondido accepts and authorizes execution of the Grant Agreement and related agreements with the USDA to receive grant funds in the amount of \$665,500 for completion of the Urban and Community Forestry Management Plan.

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 approves the acceptance of the grant funds award and authorizes the Mayor to execute all contracts as required by the Escondido Municipal Code.

3. That the City Council retains the authority to appoint the Deputy City Manager, or their designee, as agent to conduct all negotiations and submit all documents to the USDA including, but not limited to payment requests and forms, which may be necessary for the development and implementation of the Urban Forestry Management Plan.



GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Escondido Urban Forestry Management Plan Project

This Subaward Agreement (“Agreement”) is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 (“GreenLatinos”) and City of Escondido, with its principal offices at 201 North Broadway, CA 92025 (“Subrecipient”). GreenLatinos and Subrecipient may be collectively referred to as “Parties” or each, individually, as a “Party.”

Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award. Any revision to key personnel identified in this agreement requires notification by the Subrecipient by email to GreenLatinos within 10 business days..

Principal Subaward Contacts:

Subaward Program Contact:

Oscar Romero

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4801

Email: oscar.romero@escondido.gov

Subaward Financial Contact:

Christina Holmes

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4620

Email: christina.holmes@escondido.gov

Principal GreenLatinos Contacts:

GreenLatinos Program Contact	Subaward Financial Contact
<p>Rachna Vas 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (202) 677-0991 Email: rachnavas@greenlatinos.org</p>	<p>Joe Toolan 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (443) 713-9026 Email: joetoolan@greenlatinos.org</p>

Whereas, the originating source of Federal assistance funds for this Agreement is made under the authority of the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIN) number is 24-CA-11132544-013, and the originating grant period is **December 13, 2023 to November 30, 2028**; and

Whereas, the purpose of this Agreement is to outline Parties' collaborative efforts to develop and implement an urban and community forestry project ("Project") funded, supported by, and meeting the United States Department of Agriculture (USDA) Forest Service's Urban and Community Forestry Program guidelines and objectives; and

Whereas, Parties aim to support frontline communities in restoring and expanding urban forest canopy in areas with low tree cover, and engaging residents in community forestry, resulting in (1) increased resilience to heat, flood, and storm events; (2) increased wellness and recreational opportunities; and (3) reductions in greenhouse gas and air quality pollutants in frontline communities across the City of Escondido, representing census tracts as detailed within the attached census tract list

Now, therefore, the Parties do hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the Parties for the period [] (the "Effective Date") through **November 30, 2027**, unless earlier terminated by either

party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. **SCOPE OF WORK AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

- a. Scope of Work and Budget. Subrecipient shall, in a satisfactory manner as determined by GreenLatinos, perform all activities described in the scope of work as approved by GreenLatinos and attached hereto as **Exhibit A**, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by GreenLatinos and attached hereto as **Exhibit B**, as may be amended from time to time (the “Approved Budget”).
- b. Prior Approval for Changes. Subrecipient may not transfer more than 10% allocated funds among cost categories within a budgeted program account without the prior written approval of GreenLatinos nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of GreenLatinos.

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
 - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$665,500 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
 - ii. Invoices. Invoices are to be submitted through GreenLatinos’ subrecipient portal.
 - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance

- with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.
- iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
 - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
- b. Community Lead. City of Escondido, Unique Entity Identifier UEI: CH9XY8AX7BD8, serving as the Community Lead for Escondido, shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
- i. Program Participation. To the extent possible, actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
 - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.

- iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward. Subrecipient is also responsible for submitting quarterly reimbursement requests tying program activities to approved budget expenses, to access grant funding.
- iv. Reporting.
 - 1) Quarterly Financial Check-ins and Reimbursement Reports: Subrecipient shall submit quarterly reimbursement reports with reimbursement requests as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Quarterly reimbursement reports will be due on April 10 for Q1 ending on March 31; July 10 for Q2 ending on June 30; October 10 for Q3 ending on September 30 and January 10 for Q4 ending December 31. There will be informal quarterly progress check-ins in April and October where reimbursements and performance accomplishments will be discussed. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.
 - 2) Semi-annual Reports: Subrecipient shall submit semi-annual reports as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Semi-annual reports will be due on November 10th for the period of May 1 to October 31 and

May 10th for the period of November 1 to April 31. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.

- 3) Ongoing Reporting: Ongoing project reporting may include providing GreenLatinos and the USDA with success stories with brief project descriptions, outcomes, photographs and testimonials via the USDA Forest Service reporting system.
- 4) Final Deliverables and Report. By February 28, 2028, submitting all substantial products and outputs, a final reporting form, high resolution .jpg photographs of project work (by submitting a photograph Subrecipient consents to allow GreenLatinos and USDA Forest Service to use those photographs in communications and reporting and represents and warrants that Subrecipient has obtained all necessary consents, permissions or licenses necessary to permit GreenLatinos and USDA Forest Service to do so), and a detailed record of project expenditures, including a comparison of the original proposed budget to award expenditures.

- v. GreenLatinos Communications. Subrecipient shall actively communicate their project achievements, impact, and outcomes with the media. Subrecipients shall work with GreenLatinos and GreenLatinos' media consultant to promote their projects to the media. Clear recognition of USDA's support shall be included in all press releases, digital, and print media. Subrecipient shall acknowledge GreenLatinos and the Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. GreenLatinos may provide plaques and certificates to all sub-awardees to acknowledge USDA's support. If plaques and certificates are provided, they shall be publicly displayed. Subrecipients may be asked to present Project outcomes during a GreenLatinos virtual or in person meeting, if requested.¹

4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.

- a. JUSTICE40. The federal match requirement for this award has been waived under the provision of Public Law 117-169 (Inflation Reduction Act), with the requirement that 100% of work and funding under this subaward must benefit disadvantaged communities.
- b. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as **Exhibit D**, including any amendments thereto; (ii) the Subaward Data attached hereto as **Exhibit E**, including any amendments thereto, which provides a summary of the Federal Subrecipient agreement data that is required by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (iii) the Approved Services attached hereto as **Exhibit A**; (iv) the Approved Budget attached hereto as **Exhibit B**, including any amendments thereto; and (v) the

¹ This request is subject to GreenLatinos' communications schedule and is not guaranteed to be made.

applicable additional terms and conditions in **Exhibit C** (each of (i)-(v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with GreenLatinos in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

- c. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.
- d. Collaborative Arrangements. Where permitted by terms of the award and federal law, Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award. Subrecipient must obtain approval in writing from GreenLatinos before entering into any collaborative arrangements using Forest Service funds. GreenLatinos will not approve any subaward arrangements between Subrecipient and other organizations. Collaborative arrangements are to be restricted to contractual agreements as set forth by the procurement standards in 2 CFR Part 200 Subpart D.
- e. Disclosures. Subrecipient must promptly disclose to GreenLatinos all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. Risk and Receipt of Funding. Subrecipient represents and warrants that, at all times during the Term, it does NOT have active exclusions in the System for Award Management (sam.gov). Subrecipient’s risk profile must be

- evaluated in accordance with 2 CFR § 200.332(b) and deemed favorable, and Subrecipient's award will be reported at fsrs.gov in compliance with 2 CFR §170, prior to Subrecipient's receipt of funds. If the Subrecipient has any active exclusion, it will not be eligible for receipt of funding.
- g. SAM.GOV Requirement: Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
 - h. Debarment and Suspension. Subrecipient shall immediately inform GreenLatinos if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Subrecipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify GreenLatinos without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, attached hereto as **Exhibit H**.
 - i. Restrictions on Lobbying. If the Subaward amount exceeds \$100,000, Subrecipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used

Federally 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 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos.

Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

5. FINANCIAL MANAGEMENT AND ADMINISTRATION.

- a. Office of Management and Budget (OMB) Guidance.
Subrecipient is subject to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow regulations found in 2 CFR 200.331 through 2 CFR 200.333. Electronic copies of the CFRs can be found at: ecfr.gov.
- b. Use of Award Funds. Award funds and any interest earned on them shall not be used:
 - i. To carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
 - ii. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii. To make any awards to individuals or organizations (unless pre-approved in writing by GreenLatinos).
 - iv. No part of the Award funds shall be paid to any GreenLatinos official, and Awardee acknowledges that no gifts or services were or will be rendered to GreenLatinos or any GreenLatinos official in exchange for this Award.
- c. Allowable Expenditures. All expenditures made with funds provided under this subaward must be exclusively for allowable program expenditures incurred during the period of this subaward.
- d. Purchase of Equipment. Subrecipient may not use the funds received under this Agreement for any purchase of equipment.
- e. Single Audit. In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in section 200.501(a), audit requirements for federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with section 200.514 Scope

of Audit. Further, section 200.512 requires that the final report for such an audit be completed within nine months of the entity's fiscal year end. As a condition of this award, the subrecipient will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. If required, the subrecipient will complete any required Single Audit no later than nine months after the end of the entity's fiscal year, and will send the Single Audit report to GreenLatinos within 10 business days of its completion.

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *[Each Subrecipient will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate. OR Subrecipient approved indirect rate is [XX]% of direct costs. OR Subrecipient has chosen to waive recovery of indirect costs related to this Project.]*
[Subrecipient] hereby elects to waive recovery of indirect costs for this project. _____ (Please initial)

6. **REPORTING.**

- a. Financial Status Reporting.
- i. Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through 2 CFR 200.333.
 - ii. All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment for full text.
 - iii. All financial and programmatic records and supporting documents pertinent to this award must be kept for a **period of three years** from the date of submission of the final financial statement report including expenditures from this award, per federal regulations. These records may be subject to an audit by the federal donor agency, GreenLatinos and/or their

representatives. All records are to be maintained for the additional duration necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.

iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.

v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.

b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

7. INSURANCE.

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
 - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.

- ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.
- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

8. INDEMNIFICATION. Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.

9. COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.
- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby

assigns to GreenLatinos all right, title and interest in any Work Product.

10. TERMINATION.

- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the

Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for any direct damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

11. GENERAL PROVISIONS.

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or

otherwise modify or affect any other portion of this Agreement.

- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
- f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
- g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement.

GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.

- h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement. Accordingly, Subrecipient shall be responsible for the terms described in [2 CFR 200](#).
- i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Item8.

This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature _____ Date _____
Mark Magaña, Executive Director
GreenLatinos

Signature _____ Date _____
Dane White, Mayor
City of Escondido



APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**EXHIBIT A
SCOPE OF Work**

**GreenLatinos USDA IRA Urban & Community Forestry Program
Attachment A: Scope of Work for City of Escondido
Urban Forestry Master Plan**

I. Project Participants & Primary Points of Contact

- a. **Community Lead: City of Escondido**
- b. **Mailing Address:** 201 North Broadway, CA 92025
- c. **Project Director (Award/Organization Point of Contact):** Oscar Romero, Principal Planner, 760-839-4801, oscar.romero@escondido.gov
- d. **Program Manager:** Pricila Roldan, Associate Planner, 760-839-4546, pricila.rolan@escondido.gov
- e. **Finance Point of Contact:** Nada Ghafri, Accountant I, 760-839-4335, nada.ghafri@escondido.gov
- f. **Cross Departmental Participants: Wayne Thames, Public Works Manager; Jacob Gibbs, Public Works Supervisor**
- g. **External Partners:**

II. Project Background

- a. **Project Title: City of Escondido Urban Forestry Management Plan**
- b. **Project Description:** The City of Escondido will create a comprehensive and inclusive Urban Forestry Master Plan (UFMP), and actively engage disadvantaged communities in the development of this Plan. The UFMP will target community outreach and engagement efforts, along with specific UFMP programming within the City's Disadvantaged Communities, as defined by CEJST. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan and plant one tree per resident (current population 151,038), increase 15 percent tree coverage in commercial and industrial areas, and 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods." The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in disadvantaged communities in 2025 and 2026.

- c. **Total Funding:** \$665,500
- d. **Period of Performance:** [] TO 12/2026
- e. **Priority Census Tracts Served:** The city will focus its efforts citywide but will prioritize the following census tracts: Please refer to the attached census tract list.

III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule

Project reports, due dates, and reimbursements are scheduled below.

Schedule of Quarterly Financial Reimbursement Reports

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10

Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10



City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Item8.

IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. A facsimile transmission or electronic copy shall be deemed an original signature.

Signature _____ Date _____
Mark Magaña, Executive Director
GreenLatinos

Signature _____ Date _____
Dane White, Mayor
City of Escondido

1. Project Scope Alignment:

The City of Escondido's urban forest is deficient, and its residents suffer from the results: insufficient canopy coverage, lack of access to green space, and extreme urban heat islands. The City's central corridor ranks in the bottom 11th percentile in the state of California for tree canopy, as determined by the California Department of Public Health analysis of the National Land Cover Database. The

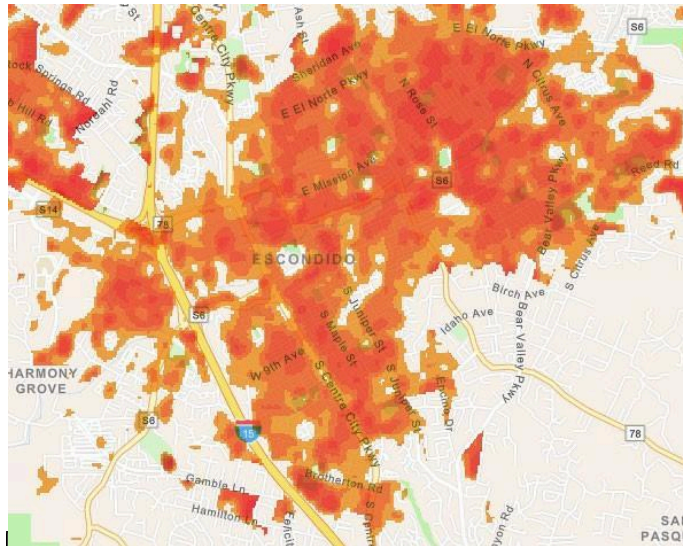


Figure 1. Urban Heat Island Map

Trust for Public Land's 2019 ParkServe analysis found that Escondido had the smallest percentage of population within a 10- minute walk to a park, when compared to other San Diego County jurisdictions. Additionally, the census tracts in this project area show significantly higher impact of urban heat island effects, with some tracts showing up to an 8.1-degree Fahrenheit higher temperature than less- urban areas in the City (Figure 1). These

urbanized census tracts are also the most disadvantaged in Escondido, showing the additional environmental burden placed on the City's more vulnerable communities.

This project, in accordance with Escondido's Climate Action Plan (CAP) Measure C-9.2, will address those issues through the development of a Citywide Urban Forestry Management Program (UFMP) that seeks to improve the City's urban forest in known Disadvantaged Communities. The UFMP will consist of a Citywide Urban Forestry Inventory, Forest Growth Plan, and Maintenance Plan for all trees and tree plots within the City. However, the UFMP will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool. This will ensure that the areas of Escondido with the greatest need receive priority investment in the City's efforts to improve its urban forest, canopy cover, and carbon sequestration, in support of the Justice40 Initiative, as well as ensure alignment with the City's adopted Climate Action Plan that prioritizes disadvantaged neighborhoods for investment.

In the first step, the Urban Forestry Inventory will update the City's tracking of

all trees to establish a baseline of the current urban forest and all vacant tree plots within the City. This data will be used with satellite canopy data to create Geographic Information Systems deliverables to show the location of every tree and available/potential planting location, along with individual attribute data, including tree type, maturity, size/canopy coverage, etc., as well as existing irrigation infrastructure, areas lacking irrigation infrastructure, and total canopy coverage of the project area. Using this existing conditions data, the UFMP would make recommendations for next steps, including an implementation guide (growth plan) identifying best practices for achieving citywide goals, and showing where to plant new trees and the best fit types of trees given the location as well as early tree care. Long-term maintenance recommendations would also come from the existing conditions assessment for all trees in the project area to ensure creation of a robust and mature urban forest with large canopies for resilience against extreme heat. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan. CAP measure C-9.2 sets a goal to adopt an Urban Forestry Program with the goal of having one tree per resident in the year 2088 (current population: 151,038). The CAP sets further goals of 15 percent tree coverage in commercial and industrial areas, 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods," which are closely related to the DAC tracts comprising this project area as identified in the CEJST.

As established in the National Urban and Community Forestry Advisory Council's Ten-Year Urban and Community Forestry Action Plan, urban forests boast a broad range of environmental benefits, including better air quality and stormwater management, reduced energy use, reduced urban heat island effect, and improved air quality. Furthermore, social benefits include improved wellness, faster healing, reduced mental and physical stress, and better performance in school. Additional economic benefits include increased property values and significant savings in air and water quality infrastructure. This project is also in line with California's Wildfire and Forest Resilience Action plan goal to protect and expand urban forests. City leadership believes strongly in the importance of prioritizing investments in the disadvantaged communities to raise quality of life in the community as a whole. The UFMP will include significant and innovative outreach and engagement in Escondido's disadvantaged communities to ensure that the investments made are driven by those who live, work, and play in the areas to be improved. Additionally, this outreach would educate the community about Escondido's free tree program, which provides free trees for planting on public rights of way with resident

commitment for early tree care. With broadened community engagement, the City of Escondido will increase equitable access to urban tree canopy throughout the City's disadvantaged communities to improve resilience to climate change and extreme heat events.

While the creation of the overall UFMP and the overarching outreach and engagement efforts that encompass it are anticipated to take roughly 24 months, the reduction in the grant award timeframe requires the City to pivot the application of funds over the shortened duration. Initially, the City anticipated roughly \$300,000 allocated to subsequent tree care and maintenance as a result of identified sites for tree planting from the UFMP. With the change in duration, the City now seeks to run concurrent tree care and maintenance for an annual tree planting event the City undertakes. Every year, the City plants 100-125 new trees in Disadvantaged Communities for Arbor Day. This effort is successful when the City is able to assure early tree care for those plantings, as there are large gaps within the City where no irrigation exists for planted parkways. The City anticipates \$200,000 of the funding going toward two years of early tree care and maintenance for the 2025 and 2026 Arbor Day plantings.

2. Implementation Strategy/Methodology/Timeline:

The City plans to contract with an external organization for the development of the Urban Forestry Management Program (UFMP). These consultants will have the technical expertise to complete the tree inventory, identification of planting locations, canopy inventory, and recommended maintenance plan (which includes recommendations and updates to the City's existing ordinances and practices surrounding urban forestry). As part of the award timeline change, the City anticipates allocating a portion of the grant funding toward the cost to update the City's Approved Street Tree List; a tree-specific update to the City's Centre City Parkway Landscape Master Plan; alignment update to the City's street-tree ordinance; and an update to the City's Landscaping Ordinance for consistency with the UFMP. The UFMP findings will include the identified whole or portions of such documents that would require updates to align with the UFMP and identify what and how such documents would need to change for consistency purposes.

There is also a change in cost proposed for the overall inventories and UFMP. This is based on a citywide effort to produce a UFMP program where previously the proposal covered only the identified communities in the original

application. While the inventories and UFMP will not address the geographic area at the Citywide level, the programs and projects for implementation will prioritize and focus on the identified Disadvantaged Communities.

Once the guiding document is completed and finalized, the City's Public Works Team will take over on implementation, planting trees with the help of volunteers and local groups. Early tree care will be contracted out, following a two-year plan for establishment of native, drought-tolerant trees. The estimated timeline is as follows:

- Months 1-5: Immediately upon grant execution, City staff will begin development of the Request for Proposals (RFP) to solicit consultants. Staff estimate 5-weeks for writing the RFP; 6-weeks for solicitation of the RFP; 4-weeks for review and selection; and 5-weeks for contract execution. This requested timeline takes into consideration the time of year this task is expected to span, which is the end of year holiday season. Typically, November/December can be a challenging time to coordinate adequate staff/elected officials for meetings, both internal and public, due to the holidays and scheduled time-off.
- Months 5-29: Once a consultant is selected, staff estimate that it will take approximately 24 months to conduct community outreach and engagement, tree and canopy inventory/existing conditions, development, drafting of, and delivery of ordinance and regulatory document updates, and completion of the final UFMP Document.
- Months 30-36: The final draft of the UFMP Document will be reviewed and approved by City leadership, the Escondido Planning Commission, and the Escondido City Council. This timeframe anticipates potential revision time due to decision maker discretion, as well as all required public noticing and lead times related to such meetings.
- Months 8-32: Conduct early tree care to ensure the healthy establishment of the trees for those Arbor Day plantings that occur beginning April of Year 1 and Year 2 of the award timeframe.

The consultant and UFMP development will be overseen by City staff in the Planning Division to ensure it remains on schedule. Once adopted by the Escondido City Council, the UFMP will become a guiding document for the City's tree planting and forest management, in accordance with the urban forestry goals set forth in Escondido's Climate Action Plan, as shown in *Figure 2* below.

City staff recognize that the City is behind on meeting the initial performance metrics by the listed target year. Since the adoption of the CAP, the Escondido Planning Division has hired staff to fill all CAP-related positions and built

capacity to pursue Urban Forestry funding, allowing it to get back on track with a detailed guide to planting and maintaining 1,347 new trees in public areas by 2035. City staff estimate that they will be able to plant at least 100 trees per year with volunteer support from local nonprofits such as Urban Corps of San Diego, The Sierra Club, The Escondido Creek Conservancy, and the Healthy Escondido Coalition at Vista Community Clinic.

Measure C-9.2: Develop a Citywide Urban Forestry Program.

Develop, adopt, and implement an Urban Forestry Program to plant new trees and track tree planting and maintenance in public areas (i.e. City facilities, public parks, and public rights-of-way), including standards to right-size trees to minimize pruning and support hydrozoning techniques.

Target Year	Performance Metric	GHG Reduction Potential (MTCO ₂ e)
2021	Pursue grant funding opportunities to fund the development of an Urban Forestry Program.	-
2025	Adopt an Urban Forestry Program with the goal of having one tree per resident in year 2088, which includes the following: <ul style="list-style-type: none"> Complete an assessment of existing conditions and calculate canopy coverage percentage for the City and for priority investment neighborhoods ("PINs"). Establish a tree planting and replacement program to achieve coverage of at least 25 percent in residential areas and 15 percent in commercial and industrial areas. Develop an urban heat island reduction program that includes an urban forest program or plan for priority investment neighborhoods ("PINs") that achieves a tree planting coverage of at least 35 percent. Expand and focus tree plantings in low-canopy neighborhoods and neighborhoods at a higher risk of adverse outcomes of urban heat island effects. Encourage urban agriculture through edible landscapes within some publicly accessible areas. 	-
2030	Plant and maintain 1,010 new trees in public areas by 2030.	36
2035	Plant and maintain 1,347 new trees in public areas by 2035.	48

Figure 2. Climate Action Plan Measure C-9.2

3. Capability and Capacity:

The project will be managed by Escondido Principal Planner Oscar Romero. Oscar holds a Master of Urban & Regional Planning degree from University of California, Irvine, and has nine years of experience in Urban Planning. The

project will be supervised by City Planner Veronica Morones. Veronica holds a Master of Urban and Regional Planning degree from University of California, Irvine, and has eight years of experience in municipal and long-range planning. Veronica has experience in project management with the City of Escondido, as well as nearly three years of experience as a consultant, bringing an important perspective of project management from the internal consulting side. Geographic Information Systems (GIS) integration will be managed by Geographic Information Systems Manager Abe Coughlin, who holds a Masters in Geographic Information Systems from University of New England (AU) and an MBA from Quantic School of Business and Technology. Abe has 18 years of experience in GIS and data analysis. The external organization to complete the UFMP will be chosen according to the procurement standards outlined in the City's Ordinance No. 2020-17 and CA Government Code section 54202. City Staff will select a responsible consultant with the lowest responsive quote or proposal, or whose quote or proposal provides the best value to the City. Staff expect to contract with an experienced urban forestry company with the ability to carry out the proposed work within the grant period and within federal grant requirements.

4. Communications Plan:

The City of Escondido continues to receive considerable community feedback expressing a desire for a comprehensive urban forestry development and management plan. As such, the City is highly motivated to communicate both the source of funding for a UFMP and ongoing progress on the project. While the decentralized nature of the plan development and broad deployment of trees in vacant plots throughout the project area likely make project-specific signage impractical, the City will promote information about program activities through its website and social media channels. For press and promotional materials, the City will widely publicize any Urban Forestry partnership with USDA using any number of modalities, including the City website, Social media, Public meetings, Newsletters, Email, and the City Manager's Weekly Activity Report, which is distributed to about 50 media contacts and 900 City staff and residents. The Escondido Communications Department will create a project-specific communications plan with input from GreenLatinos and USDA staff.

Stretching across the creation of the existing conditions (inventory), implementation guidance (growth plan), and long-term maintenance (maintenance plan) would be community outreach and engagement to ensure those community members historically marginalized by existing systems have

ample opportunity to learn, contribute to, and ultimately help shape the urban forest in their community. Similar outreach and engagement methods and planning conducted for the City's Environmental Justice element would be modeled. This example plan can be found at the following link for reference: (<https://www.escondido.gov/DocumentCenter/View/717/Community-Outreach-Plan-English-PDF>). This includes a multi-phased approach that seeks to first identify stakeholders, especially those that serve or maintain access to marginalized communities, so that the City's team can identify how best to reach these communities. The second phase would entail meeting residents in disadvantaged communities and beginning the educational component of what the UFMP is and why it impacts them and their neighborhoods. Examples of past methods include a focus on meeting people where they are, rather than expecting community members to attend City meetings. This may include but is not limited to: pop-up events at events within the City; engaging classes at the public schools; and providing supplemental discussions at existing community group meetings. It would also include a minimum bi-lingual effort for translation of outreach and engagement materials, as well as the final plan. Finally, the City team would take in all of the outreach data and community feedback and integrate it into the plans and their final documents, with the final phase of outreach for this UFMP's creation entailing distribution and education on the final plan.

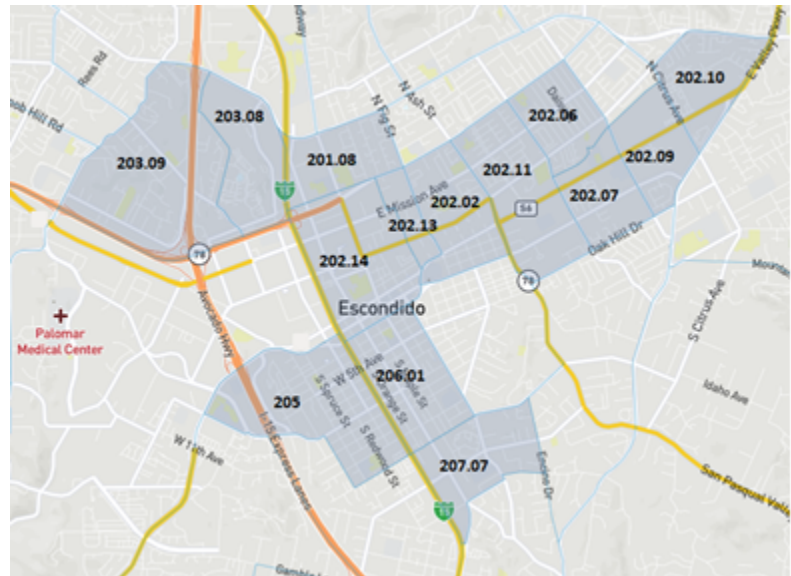
5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver:

The Project will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool, as shown in *Figure 3* below. These census tracts, which cover over 6.9 square miles and correlate closely with the City of Escondido's urban center and two main corridors, include CA tracts 201.08, 202.02, 202.06, 202.07, 202.09, 202.10, 202.11, 202.13, 202.14, 203.08, 203.09, 205, 206.01, 207.07. All of these tracts, with the exception of 203.09, have low-income metrics above the 65th percentile, with nine tracts above the 80th percentile and one (202.14) as high as the 95th percentile. Tract 202.14 is also identified as disadvantaged through the CEJST criteria for Climate Change, Housing, Transportation, Water and Wastewater, and Workforce Development. Tract 203.09 meets the CEJST disadvantaged workforce development threshold through a linguistic isolation rating of 90th percentile and high school education less than diploma of 14th percentile.

This Urban Forestry plan will direct the City's developments to those tracts identified in the CEJST, which are largely congruous with other DAC indicators, including the City's Opportunity Zone (tract 202.14), qualifying tracts

preliminarily identified for the forthcoming Escondido Environmental Justice Element, areas ranking over 90th percentile in the EPA EJScreen, and areas listed as Priority Investment Neighborhoods the City of Escondido's Climate Action Plan. The Climate Action Plan sets a goal to prioritize these neighborhoods for early implementation of focused measures to support social equity and environmental justice.

Figure 3. CEJST Disadvantaged Census Tracts



City of Escondido

Approved Tree List

4/13/2017

Small to medium (20-40ft) trees that are recommended for planting along parkways, in medians or near hardscape:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Acacia baileyana	Bailey acacia	Laurus nobilis	Sweet Bay
Agonis flexuosa	Peppermint tree	Magnolia grandi.	Magnolia 'Little gem'
Bauhinia blake.	Hong Kong orchid	Metrosideros exc.	New Zealand Christmas tree
Callistemon sp.	Bottle brush	Pittosporum philly.	Willow Pittosporum
Calodendrum cap.	Cape chestnut	Pyrus calleryana	Bradford pear
Cercis spp.	Redbud	Rhus lancea	African Sumac
Eriobotrya deflex.	Bronze loquat	Tabebuia sp.	Trumpet tree
Giejera parvif.	Australian willow	Trachycarpus fort.	Windmill palm
Lagerstroemia ind.	Crape Myrtle	Umbellularia cal.	California Laurel

Medium to large (40-60+ft) trees that can be planted along parkways, in medians or near hardscape: 10 ft minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Brachychiton pop.	Bottle tree	Koelreuteria pan.	Golden rain tree
Chorisia sp.	Floss silk tree	Pinus canariensis	Canary island pine
Ginkgo biloba	Maidenhair tree	Pistachia atlantica	Mount Atlas pistach

Medium to large (40-60+ft) trees that would only be acceptable planted in a large open space: 30 ft. minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Albizia julibrissin	Mimosa	Liquidambar	Rotundiloda
Ceratonia siliqua	Carob	Lophostemon conf.	Brisbane box
Cinnamom. cam.	Camphor	Magnolia grandiflora	Magnolia
Cupaniopsis ana.	Carrotwood	Podocarpus gracil.	Fern pine
Cedrus sp.	Cedar	Quercus sp.	Oaks
Erythrina sp.	Coral tree	Sophora japonica	Japanese pagoda tree
Fraxinus sp.	Ash	Tipuana tipu	Tipuana
Jacaranda mimo.	Jacaranda	Ulmus sp.	Elm

Note: Bold Text indicates tree's that are deciduous (lose their leaves in the Fall and Winter)

Note: Underlined Trees indicate Semi-deciduous

Note: Before planting any tree, a thorough evaluation of the tree species, the planting site and the watering requirements should be made.

Any trees not on this list can be considered for street side planting pending approval by the City of Escondido Planning Department.

[Insert City and State] Census Tracts & Block Groups Served with IRA UCF Funding

Census Tract(s) and/or Census Block Groups	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)?	
06073020108	YES			
06073020202	YES			
06073020206	YES			
06073020207	YES			
06073020209	YES			
06073020210	YES			
06073020211	YES			
06073020213	YES			
06073020214	YES			
06073020308	YES			
06073020309	YES			
06073020500	YES			
06073020601	YES			
06073020707	YES			

Only the portion
within Escondido City
boundaries

Only the portion
within Escondido City
boundaries



City of Escondido

Item 8.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

EXHIBIT B PROGRAM BUDGET



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program
Operations: Urban & Community Forestry Program Budget Summary
USDA Grant Period of Performance: 2024 - 2027

Unique Entity Identifier: CH9XY8AX7BD8

Organization Name: City of Escondido, CA

On this summary worksheet, please fill in ONLY your unique entity identifier, and your organization name, then, proceed to worksheets A. through F.

2 CFR 200: [Link Here](#) Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

	Year 1 (9/1/2024-8/31/2025)	Year 2 (9/1/2025-8/31/2026)	Year 3 (9/1/2026-12/31/2026)	Subtotal
Category	Federal	Federal	Federal	Federal
A. Personnel	\$18,413	\$27,827	\$3,562	\$49,803
B. Fringe	\$4,509	\$6,815	\$872	\$12,197
C. Travel	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0
F. Contractual	\$214,500	\$328,500	\$0	\$543,000
H. Other Direct Costs	\$0	\$0	\$0	\$0
Total Direct Charges	\$237,423	\$363,142	\$4,435	\$605,000
Total Indirect Charges	\$23,742	\$36,314	\$443	\$60,500
Total Project Costs	\$261,165	\$399,457	\$4,878	\$665,500

A. Personnel

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1			Year 2			Year 3			Subtotal
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	
Principal Planner	Project Management	Oscar Romero	\$130,000	7.54%	\$9,808	\$130,000	10.65%	\$13,847	\$130,000	1.93%	\$2,514	\$26,169
Associate Planner	Oversee Ordinance Updates	Pricila Roldan	\$92,933	6.38%	\$5,928	\$92,933	9.82%	\$9,122	\$92,933	1.13%	\$1,048	\$16,098
Park Maintenance Supervisor	Manage Tree Care Activities	TBD	\$95,143	2.81%	\$2,677	\$95,143	5.11%	\$4,859	\$95,143	0.00%	\$0	\$7,536
Federal Request			Year 1 Total:		\$18,413	Year 2 Total:		\$27,827	Year 3 Total:		\$3,562	All Years: \$49,803

Cost of Living Adjustment Justification	Escondido does not have a standard COLA
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B. Fringe							
Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contrirbution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.							
Position	Name	Year 1	Year 2	Year 3	Subtotal		
Principal Planner	Oscar Romero	\$2,402	\$3,391	\$616	\$6,408.79		
Associate Planner	Pricila Roldan	\$1,452	\$2,234	\$257	\$3,942.41		
Park Maintenance Supervisor	TBD	\$656	\$1,190	\$0.00	\$1,845.63		
Federal Request		\$4,509	\$6,815	\$872	\$12,197		
Fringe Category	Rate						
FICA/Medicare	1.45%						
State unemployment	0.10%						
Retirement contribution	11.00%						
Health insurance	9.10%						
Workers compensation	2.84%						
Total	24.49%						

C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:
[Link Here](#)
GSA Guidance:
[Link Here](#)

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
Contractor 1	Citywide Tree Inventory, per arborist estimate	\$34,000.00	\$66,000.00		\$100,000.00
Contractor 2	Citywide Canopy Inventory, per GIS Manager scoping	\$5,000.00	\$10,000.00		\$15,000.00
Contractor 3	Urban Forestry Management Plan, per comparative review of other jurisdictions	\$99,500.00	\$99,500.00		\$199,000.00
Contractor 4	Update Existing Regulatory Documents, based on staff experience with similar projects	\$10,000.00	\$20,000.00		\$30,000.00
Contractor 5	Early Tree Care, per arborist estimate	\$66,000.00	\$133,000.00		\$199,000.00
Federal Request		\$214,500.00	\$328,500.00	\$0.00	\$543,000.00

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

ESCONDIDO BUDGET NARRATIVE

Personnel:

Personnel required for consultant selection and project management described below. Note Escondido does not have annual COLA rates.

- Principal Planner: Overall project management, supervise consultants
 - 445 hours @ \$76.37 per hour = \$26,169
 - Year One: 170 hours @ \$57.69 per hour (\$130,000 Salary at 7.45%) = \$9,808
 - Year Two: 240 hours @ \$57.69 per hour (\$130,000 Salary at 10.65%) = \$13,847
 - Year Three: 35 hours @ \$57.69 per hour (\$130,000 Salary at 2.32%) = \$2,514
- Associate Planner: Oversee updates to ordinances, support project management
 - 353 hours @ \$49.15 per hour = \$16,099
 - Year One: 130 hours @ \$45.60 per hour (\$92,933 Salary at 6.38%) = \$5,928
 - Year Two: 200 hours @ \$45.60 per hour (\$92,933 Salary at 9.82%) = \$9,122
 - Year Three: 23 hours @ \$45.60 per hour (\$92,933 Salary at 1.13%) = \$1,048
- Park Maintenance Supervisor: Manage Tree Care Activities
 - 187 hours @ \$57.01 per hour = \$7,536
 - Year One: 58 hours @ \$46.16 per hour (\$95,143 Salary at 2.81%) = \$2,677
 - Year Two: 105 hours @ \$46.16 per hour (\$95,143 Salary at 5.11%) = \$4,859

Fringe:

This city of Escondido has a fringe rate of 24.49%

- Principal Planner
 - Year 1 (\$9,808 X 24.49%) + Year 2 (\$13,847 X 24.49%) + Year 3 (\$2,514 X 24.49%) = \$6,408.79
- Associate Planner
 - Year 1 (\$5,928 X 24.49%) + Year 2 (\$9,122 X 24.49%) + Year 3 (\$1,048 X 24.49%) = \$3,942.41
- Park Maintenance Supervisor
 - Year 1 (\$2,677 X 24.49%) + Year 2 (\$4,859 X 24.49%) = \$1,845.63

Contractual:

Direct contracts with appropriate consultants for the following:

- \$100,000 for Tree Inventory and new identification of planting locations, based on estimate from local arborist consultant*
- \$15,000 for Tree Canopy Inventory, based on scoping completed by GIS Manager*
- \$199,000 for Public Outreach and final UFMP Document, based on comparative review of other jurisdictions*
- \$30,000 for Update to City Ordinances regarding trees, based on staff experience with similar projects.*
- \$199,000 for Early Tree Care, based on estimate from local arborist consultant
 - For the early tree care, City staff examined past/existing contracts and determined (with confirmation from current contractor) that the cost averages \$1,000 annually per tree. With an estimated 100-125 trees planted each year in 2025 and 2026, staff budgeted \$200,000 to cover early tree care for 200 trees.

*In an effort to find the closest costs for the proposed UFMP creation, Planning staff reviewed past year awards ([2021-22](#) and [2019-20](#)) of the CalFire Urban Forestry Management grants. Planning staff reviewed the Descriptions and Applicant columns, and assessed for whether such entities and scopes had commonality with the City's objective (i.e., a local municipality with similar project scope). After reviewing both years of awards, planning staff narrowed their focus to reviewing City of Newman (\$203K award), City of Bell (\$256K award), City of Vallejo (\$500K award), City of Fremont (\$850K award), and City of Watsonville (\$700K award). City staff also reviewed [City of LA's "First Step" report](#) for guidance on potential costs associated with the southern California region. Subsequently, staff searched for applicable RFPs from those cities that had published and retained the records online. The only RFP located was the City of Watsonville. Based on their RFP and NTE amounts, as well as the City's size (approximately 50K population and 6 square miles), and data from the LA report, City staff came to the amount proposed within our awarded grant budget narrative.

Indirect:

- 10% of direct costs (de minimis rate): \$60,500

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov. If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
 - i. Subrecipient and its employees, may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1) Associated with performance under this award; or

- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- c. Provisions applicable to any Subrecipient:
 - i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
 - i. "Employee" means either:
 - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity"
 - 1) Means any entity other than a state, local government, Indian tribe, or foreign public

entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(b) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- a. Subrecipient may not require its employees, contractors, or Subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
- c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
 - i. Will prohibit the Subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
5. FREEDOM OF INFORMATION ACT. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
 - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including

Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- b. Specify the actions subawardee will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

- C. Without the GreenLatinos Case Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
 - D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
 - E. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
10. TEXT MESSAGING WHILE DRIVING
- In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

EXHIBIT D NOTICE OF PRIME AWARD

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013
Between
GREENLATINOS
And The
USDA, FOREST SERVICE
COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY
WASHINGTON OFFICE**

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: sm.fs.wospfreports@usda.gov

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at rhonda.horn@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
4. Review and approve any proposed competitive process for new subawards.
5. Consult in the selection of key personnel, if requested.
6. Participate in the presentation of results in publications and/or conference presentations, if requested.

C. NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES: To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.

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4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
 5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Magaña 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: markmagana@greenlatinos.org	Joan Kato 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: joankato@greenlatinos.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kasey Yturalde, PhD, National Program Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: kasey.yturalde@usda.gov	Rhonda Horn, Grants Management Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: rhonda.horn@usda.gov

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

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F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (mandatory): SM.FS.asc_ga@usda.gov	Kasey Yturralde
FAX: 877-687-4894	Kasey.yturralde@usda.gov
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

G. ELECTION OF DE MINIMIS INDIRECT RATE. GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

H. PRIOR WRITTEN APPROVAL. GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

I. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior



GREENLATINOS
Luchando por la Liberación Ambiental

City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Item8.

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to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark
Magaña

Digitally signed by Mark
Magaña
Date: 2023.12.13
15:15:41 -05'00'

MARK MAGAÑA, President & CEO
GreenLatinos

Date

STEVEN
KOEHN

Digitally signed by
STEVEN KOEHN
Date: 2023.12.13
15:49:12 -05'00'

STEVEN W. KOEHN, Director
Cooperative Forestry
USDA Forest Service, State, Private and Tribal
Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

Rhonda Horn

Digitally signed by
Rhonda Horn
Date: 2023.12.13
11:43:03 -05'00'

RHONDA HORN
USDA Forest Service Grants Management Specialist

Date

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ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later

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than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30th and December 31st to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting

- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.

- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the



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recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GreenLatinos is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or



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retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

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- O. **AWARD CLOSEOUT.** GreenLatinos must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. **DEBARMENT AND SUSPENSION.** GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension. All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. **TRAFFICKING IN PERSONS.**

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.

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- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),".
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or



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- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

- 1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

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3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations

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regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.

Award Number: 24-CA-11132544-013

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

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highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.



City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Award Number: 24-CA-11132544-013

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

Award Number: 24-CA-11132544-013

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

Award Number: 24-CA-11132544-013

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

City of Escondido
Project Amount: \$665,500
Project Completion Date: 11/30/2027
Project Number: 00000015

EXHIBIT E SUBAWARD DATA

(i)	Subrecipient Name	City of Escondido
(ii)	Subrecipient Unique Entity Identifier:	CH9XY8AX7BD8
(iii)	Federal Award Identification Number (FAIN):	24-CA-11132544-013
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/12/23
(v)	Subaward Period of Performance Start Date:	
(vi)	Subaward Period of Performance End Date:	11/30/2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$665,500
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$665,500
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$665,500
(x)	Federal Award Project Description:	The city of Escondido will utilize funds to create a comprehensive and inclusive Urban Forestry Master Plan, and actively engage disadvantaged communities in the development of this Plan. The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in 2025 and 2026.

EXHIBIT F WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;

- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

EXHIBIT G 2 CFR PART 170

1. Reporting Subawards and Executive Compensation.
 - a. *Reporting of First-Tier Subawards.*
 - i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or Federal agency (see definitions in paragraph e. of this award term).
 - ii. *Where and When to Report.*
 - 1) The non-federal entity or federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - 2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - iii. *What to Report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
 - b. *Reporting Total Compensation of Recipient Executives for Non-Federal Entities.*
 - i. *Applicability and What to Report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2) in the preceding fiscal year, you received
 - (a) 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance

- subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - 1) As part of your registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.
 - c. *Reporting of Total Compensation of Subrecipient Executives.*
 - i. *Applicability and What to Report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-federal entity Subrecipient under this award, you shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if
 - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
 - (a) 80% or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of

- the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the Subrecipient by November 30 of that year.
 - d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
 - e. *Definitions.* For purposes of this award term:
 - i. “Federal Agency” means a Federal agency as defined at 5 USC section 551(l) and further clarified by 5 USC section 552(f).
 - ii. “Non-Federal Entity” means all of the following, as defined in 2 CFR part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization; and,
 - 4) A domestic or foreign for-profit organization
 - iii. “Executive” means officers, managing partners, or any other employees in management positions.
 - iv. “Subaward”:
 - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you

- received this award and that you as the recipient award to an eligible subrecipient.
- 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. "Subrecipient" means a non-federal entity or federal agency that:
- 1) Receives a subaward from you (the recipient) under this award; and
 - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

EXHIBIT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

OMB No. 0505-0027
Date: 09/30/2025

Expiration



**Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary
Exclusion Lower Tier Covered
Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME
City of Escondido

PR/AWARD NUMBER OR PROJECT
NAME
CH9XY8AX7BD8
Project # 00000015

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Dane White, Mayor	
SIGNATURE	DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)



STAFF REPORT

August 14, 2024
File Number 0650-20

SUBJECT

AMENDMENT TO MOBILEHOME RENT REVIEW BOARD GUIDELINES

DEPARTMENT

City Attorney's Office and Development Services/Neighborhood & Housing Services

RECOMMENDATION

Request the City Council, serving in its capacity as the Escondido Rent Review Board, adopt RRB Resolution No. 2024-121 amending the Mobilehome Rent Review Board Guidelines.

Staff Recommendation: Approval (Michael McGuinness, City Attorney; Danielle Lopez, Housing and Neighborhood Services Manager)

Presenters: Michael McGuinness, City Attorney, and Danielle Lopez, Housing and Neighborhood Services Manager

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY –

FISCAL ANALYSIS

The adoption of the Resolution will not alter the existing City costs related to the receipt, review and consideration of Long Form or Short Form rent increase applications. The Resolution does allow for an increase in the deposit amount for the intake and review of Long Form applications.

BACKGROUND

Proposition K and the Mobilehome Rent Review Board.

In 1978, the state legislature enacted the California Mobilehome Residency Law to address the unique relationship that exists between the owners of mobilehome coaches and the owners of the land on which the mobilehome sits. (Cal. Civil Code § 798, et seq.) This law provides the “landlord-tenant” rules and regulations to manage the relationship between park owners and mobilehome tenants. The law is regularly amended.

Since 1988, the City Council sitting as the City of Escondido Mobilehome Rent Review Board (“Board”) has regulated rents for some mobilehomes in accord with the Escondido Rent Protection Ordinance



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("Proposition K"). Because the voters approved Proposition K, any changes or amendments to it directly require a ballot measure and voter approval.

Under current law, park owners have a right to a reasonable rate of return on their investment and mobilehome owners have unique rights associated with the placement of their immobile property on the park owners' land. The Board attempts to balance these competing interests each time it undertakes the review of a requested increase in space rents. Proposition K, codified in Escondido Municipal Code (EMC) § 29-101 *et. seq.*, allows the park owners to earn a "just, fair, and reasonable" rate of return considering eleven (11) enumerated but nonexclusive factors in the City's ordinance. EMC § 29-104(g). The rental rates and increases to those rates should be an amount high enough to encourage good management, reward efficiency, discourage the flight of capital, and enable operators to maintain their credit, and which is commensurate with returns in comparable enterprises, but which is not so high as to defeat the purpose of rent control to prevent excessive rents. The goal is to set rents at the point at which an efficient enterprise can operate successfully.

MHRRB Guidelines.

Because Proposition K was enacted by the voters, any changes or amendments to it would require a ballot measure and voter approval. However, implementing Guidelines may be crafted and implemented to provide direction to the Board in the consideration of applications and the conduct of the rent review hearings provided they are not inconsistent with the provisions of Proposition K. Such Guidelines may be adopted by resolution. In September 1988, the Board issued its first set of Guidelines to assist the Board in implementing Proposition K.

The Guidelines spell out the staff's review requirements, the hearing process, resident notice requirements, policies governing the Board's review of the application, define relevant application and financial information to be considered, and require health and safety inspections of the parks as part of the hearing process.

The last amendment to the Guidelines was adopted in June 2020. Those changes were prompted by and related to the issue of vacancy control/decontrol – the opportunity for an increase in a rental rate for a mobilehome space when a tenancy ends for a property subject to rent control. The June 2020 amendment came about through a compromise whereby the park owners agreed to help protect the equity in mobilehomes by limiting rent increases when a tenancy ends to eight percent (8%), with a \$950 limit (subject to an annual Consumer Price Index ("CPI") adjustment). In return, the mobilehome park residents agreed to raise the Short Form rate increase from seventy-five percent (75%) to ninety percent (90%) of the CPI. The City drafted an amendment to the Guidelines to implement the negotiated terms, and that amendment was adopted pursuant to RRB Resolution No. 2020-04R.

Short Form/Long Form Applications.

In 1997, the Board adopted changes to the Guidelines that allow for a Short Form application that focuses on the change in the CPI. In such applications, the Board must presume that up to ninety percent (90%)



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of the CPI is a fair, just and reasonable rent increase, but the Board may consider other eleven Proposition K factors at the request of either the park owner or residents in determining that a lesser increase is fair, just and reasonable. By 2006, the use of Short Form applications had become routine and litigation involving the validity of the Ordinance related to whether rent control was a constitutional taking had all but vanished.

A mobilehome park owner retains the ability to bypass the Short Form process by filing a Long Form application pursuant to Proposition K. The Guidelines also reflect the procedures associated with a Long Form Application hearing.

Proposed Amendments.

After many years without the cumbersome Long Form Rent Increase applications, the Board has faced two such matters in just the past twelve months - Eastwood Meadows MHP in November 2023 and Town & Country Club MHP in March of 2024. During the process, the park owners submitted a request that the Board adjust the allowable rents for the affected mobilehomes by demonstrating through financial records and analysis what they contend is a fair rate of return on the investment in the park. In each case, the requested increases were higher than what is typically seen in Short Form applications as the use of CPI is only one element in the fair rate of return determination in a Long Form application. These two past hearings have raised questions about how the Guidelines treat Long Form applications, whether modifications to the Short Form process may assist in incentivizing that process, and whether the Guidelines should be updated to reflect the current practices of City staff and the Board in their intake, review and consideration of both Short Form and Long Form applications.

Attachment "1" to this Staff Report is a strike-out version of the proposed changes to the Guidelines affecting both Short and Long Form application. Attachment "2" and Exhibit "A" to RRB Resolution No. 2024-121 are a "clean" version reflecting the amendments as adopted and incorporated. Below is a general summary of the amendments:

- Increasing Long Form CPI amount from sixty percent (60%) to ninety percent (90%) for consistency with existing Short Form increases and as allowable under Proposition K.
- Increasing the deposit amount for Long Form Application review from \$5,800 to \$7,500.
- Changes to written Guidelines to conform to existing practice including allowance for park owner reimbursement of actual costs for Long Form application processing from residents over period of not less than one year but amount and timing of the reimbursement period to be decided by Board in its discretion.
- Allowance for Park Owner to increase space rent to the greater of the Average Space Rent plus eight percent (8%) or Final Space rent charged to the Changing Mobilehome Owner plus eight percent (8%) not to exceed \$950 as adjusted by the CPI.
- Clarifying that the eight percent (8%) vacancy control cap only applies to sales where there is transfer of ownership from resident to resident.



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- Clarifying the consequences for when a park owner increases rent beyond the amount allowed under the Guidelines and therefore subject to sanction of not being able to use Short Form process for 5 years, to make clear that the Board may consider whether any such increases were unintentional and any increase is conditioned on the park owner having already reversed and refunded the overage.
- Miscellaneous cleanup language for consistency throughout the document.

Stakeholder Input and Comments.

In an effort to engage with impacted stakeholders, on June 14, 2024, Housing and Neighborhood Services Manager Danielle Lopez reached out to the Escondido Mobile Home Positive Action Committee (EMPAC) for comments and requested edits on the proposed amendment. On or about June 25, 2024, and again on August 3, 2024, Bob Wise, a member of the public who frequently addresses mobilehome issues in the City, submitted comments on the draft amendment. (Attachment “3”) On August 1, 2024, Louise Reed on behalf of EMPAC, submitted her comments. (Attachment “4”) Additionally, over the past several months, the City Attorney has worked on comments from several park owners’ representative, Julie Paule, on proposed changes given the initial request for consideration of an amendment to the CPI percentage for Long Form applications be increased from sixty percent (60%) to ninety percent (90%) came from the park owners.

From the residents’ perspective, generally, the comments include concerns about the ability of the park owners to recover Long Form application costs as part of the rent increase and therefore violate Civil Code § 798.49(d)(3)¹; that the Guidelines somehow vary from the requirements of Proposition K or the City has not followed the requirements of Proposition K in past application reviews; that the City has not “negotiated” with the residents; that the language of new section 11.L.1 (allowable space increases with In-place Transfers) should be deleted; that there should be no changes to public input during hearings; and, the Long Form CPI should not be increased to ninety percent (90%).

The park owners contend that the proposed changes simply reflect the agreement that was reached in 2020; the changes are reasonable and consistent with Proposition K, state law, and California case law;

¹ Residents claim the allowance for the recovery of Long Form application costs required by the City constitutes a violation of Civil Code § 798.49(d)(3). Apart from the established past practice of allowing for this reimbursement as a component of the rent increase, which has never been successfully challenged in court, the California Supreme Court has addressed the subject of reimbursement and charges in at least two cases. In *Galland v. City of Clovis* (2001) 24 Cal.4th 1003, and *Cacho v. Boudreau* (2007) 40 Cal.4th 341, the Court addressed both the right to reimbursement and the means by which such costs may be charged to park residents. See, *Galland*, 24 Cal.4th at 1027-28 (“substantial legal and administrative costs attributable to the rent review process...should be properly included as expenses when calculating the proper rent readjustment. Under the fair ROI method used in practice by [the City], it may not arbitrarily exclude the reasonable expenses of seeking legitimate rent increases.”); *Cacho*, 40 Cal.4th at 354 (harmonizing Civil Code § 798.31 with § 798.49, the Mobilehome Residency Law does not prohibit park owners from separately charging park residents, as a component of total rent, for government fees and assessments.”)



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and, the amendments allow for a fair rate of return when considered in the context of both Short Form and Long Form application hearings.

Staff Recommendation.

Having reviewed the comments from both park owners and residents, examining the internal processes used to intake, review and consider Short Form and Long Form applications, and considering state law, Proposition K and case authorities, it is the opinion of the City Attorney that the proposed amendments are: lawful; reasonable; consistent with the spirit and language of Proposition K; consistent with established past practices of City staff and the Board; consistent with the intent of past negotiations in the last amendment effort in 2020; and, appropriate updates and consistencies of language usage in the Guidelines document.

RESOLUTIONS

- a. RRB Resolution No. 2024-121
- b. RRB Resolution No. 2024-121 – Exhibit “A” – MHRRB Guidelines

ATTACHMENTS

- a. Attachment “1” – MHRRB Guidelines – Strike-out version
- b. Attachment “2” – MHRRB Guidelines – As proposed (“clean”) version
- c. Attachment “3” – Submitted Resident Comments
- d. Attachment “4” – Submitted EMPAC Comments

RRB RESOLUTION NO. 2024-121

A RESOLUTION OF THE MOBILEHOME RENT REVIEW
BOARD OF THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY OF ESCONDIDO MOBILEHOME
RENT REVIEW BOARD GUIDELINES

WHEREAS, the Mobilehome Rent Review Board of the City of Escondido (hereinafter “Rent Review Board”) first adopted their “Mobilehome Rent Review Board Guidelines” (hereinafter “Guidelines”) on September 28, 1988; and

WHEREAS, the Rent Review Board periodically revises its Guidelines, most recently on June 24, 2020, in RRB Resolution No. 2020-04R; and

WHEREAS, the Rent Review Board desires to amend the Guidelines to allow for consistency in the intake, evaluation and consideration of both Short Form and Long Form rent increase applications to ensure that any increases in rents are fair, just and reasonable as required by Escondido Municipal Code § 29-101, et. seq.

NOW, THEREFORE, BE IT RESOLVED by the Mobilehome Rent Review Board of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Guidelines are amended as attached and incorporated by reference as Exhibit “A,” attached to this Resolution and incorporated by this reference.

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Adopted by Minute Action September 28, 1988
Amendment by Minute Action January 11, 1989
Amended by Minute Action February 8, 1989
Amended by Resolution RRB 89-5 May 17, 1989
Amended by Resolution RRB 90-7 April 4, 1990
Amended by Resolution RRB 94-05 April 13, 1994
Amended by Resolution RRB 94-12 January 11, 1995
Amended by Resolution RRB 97-05 December 3, 1997
Amended by Resolution RRB 97-07, December 17, 1997
Amended by Resolution RRB 98-07, June 10, 1998
Amended by Resolution No. 2005-132
Amended by Resolution RRB 2017-02R, June 28, 2017
Amended by Resolution RRB 2020-04R, June 24, 2020
Amended by Resolution RRB 2024-121, August 14 2024

Attachment "2"

CITY OF ESCONDIDO
MOBILEHOME RENT REVIEW BOARD GUIDELINES

Following are the guidelines for the mobilehome rent review process including staff review, the staff report, and the rent review hearings ("Guidelines"). Also included are City of Escondido ("City") Mobilehome Park Rent Review Board ("Board") rules of order.

Section 1: Staff Review.

When a park owner submits an application for a rent increase request, City staff shall review the application to determine whether or not it is complete. Per Section 29-104(d) of the City's Rent Control Ordinance, Staff must determine whether the application is complete within thirty (30) days of receipt of the application and the application fee, if any. If the application is determined to be incomplete, the park owner shall be notified of the deficiencies. Upon resubmittal, staff will determine whether the application is now complete within thirty (30) days of receipt of additional information provided by the park owner as requested by staff.

Once an application is determined to be complete, staff will mail a notice to all affected residents stating that they can review the final application and any supporting documents and that they have thirty (30) days to respond with written comments or other forms of documentation. The applicant and tenant representative(s) will be provided with a copy of these Guidelines at that time.

A thirty (30) day notice is mailed to residents, which informs them of their right to review the park owner's application and all supporting documents. A copy of the application is provided to the park tenant representative(s) for review. A copy shall also be available at City Hall. Additionally, pursuant to Section 29-104(e) of the Rent Control Ordinance, staff shall provide each Board member a copy of the application once the application is deemed complete.

Any information submitted by the park owner after the application is determined to be complete will not be incorporated into the staff report for the hearing because the residents may not have had an opportunity to review the information during their thirty (30) day review period.

The City's Code Compliance Division will inspect the common areas of the park and submit a report concerning the condition of the facilities. Also, any past violations and any corrective actions will be reported.

Section 2: Staff Report.

Staff will provide the Board members a written staff report which describes the park, summarizes the park owner's application, and analyzes the rent increase request. A copy of the park owner's final application and the residents' written responses will be attached to the report. If staff retained a consultant to review the application, the consultant's report will also be attached.

Section 3: Notice of Public Hearing.

While the Rent Control Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved have a clear understanding of the hearing process and will know what to expect on the day of the hearing.

Attachment "2"

Pursuant to Section 29-104(e) of the Rent Control Ordinance, staff will mail a notice of the time, date and place of the hearing to park residents and the park owner at least ten (10) days prior to the hearing. The Code Compliance Division report shall also be available for public review ten (10) days in advance of the hearing. The staff report will be available for public review when the report is delivered to the Board for review, and the notice will inform the parties of this fact. A copy of the staff report will either be sent by certified mail or picked up by the park owner, and a designated resident representative(s).

Section 4: Staff Presentation.

At the hearing, staff will give a brief summary of the staff report and application. If staff retained a consultant to review the application, the consultant may provide a summary of their analysis and report. The Board members may then ask questions of the staff and consultant. A representative from the City Attorney's Office will attend meetings to offer legal assistance as needed. Minutes will be taken by the City Clerk staff.

Section 5: Public Input.

Pursuant to Section 29-104(f) of the Rent Control Ordinance, the park owner and the affected tenants may offer any testimony that is relevant to the requested rent increase. Staff will provide slips indicating a "request to speak" at the meeting. The park owners present their testimony first. As detailed in the Rent Control Ordinance, the applicant and affected residents can only offer written information for the first time at the hearing if good cause is shown as to why such evidence was not previously filed with the City Clerk's Department. The Board encourages the applicant and the affected residents to appoint one or two representatives to present information at the hearing. Time limits for speakers are described in the Guidelines under "Board Rules of Order...Manner of Addressing Board—Time Limit." If the Board determines that they have sufficient information to reach a decision, they will close the hearing. If they require further information, the hearing will be continued to a specified date to allow the parties or staff an opportunity to collect the necessary data.

Once the Board has all the information they deem necessary, it will close the hearing. Once the hearing is closed, the Board has fifteen (15) days to make a determination. The Board may consider the option of making a determination at the hearing in an attempt to resolve the issue as quickly as possible. Whether or not the Board reaches a decision on the day of the hearing, the Board will be required, under the Brown Act, to deliberate and reach a decision at a public meeting rather than in closed session.

Section 6: Policies Governing Board Review.

- A. Eleven Factors. When reviewing rent increase applications not governed by Section M herein, commonly referred to as "Long-Form Applications," the Board will consider the eleven (11) factors detailed in Section 29-104(g) of the Rent Control Ordinance.

CPI – Pursuant to Section 29-104(g)(1) of the Rent Control Ordinance, the Board will consider increases in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component as published by the United States Bureau of Labor Statistics ("Bureau") ("CPI"), as one of the relevant factors when reviewing a Long Form Application. If the Bureau changes the geographic reporting area in which the City is located, the Board shall use the most current applicable reporting area established by the Bureau.

Attachment "2"

The Board shall take into account ninety percent (90%) of increases in the CPI over the relevant review period provided for in Section 29-104(g).

Section 7: Capital Improvements.

- A. Definition and Examples of Capital Improvements - Capital Improvement is defined by Section 29-101 of the Rent Control Ordinance to mean "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs."
1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurring of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance.
 2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvements. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines constitute capital improvements.
 3. Addition of new facilities in a park, such as a new office or utility room, a sauna, a jacuzzi or an addition to a recreation room, are also examples of capital improvements.
 4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washers and dryers installed for the use of residents cannot be the basis for a capital improvement rent increase if the tenants must pay to use them.
 5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.
 6. Rent increase requests based entirely or in part on capital improvements can be brought before the Board prior to the initiation of the proposed work. In these cases, the applicant is encouraged to seek the approval of his/her residents for the improvement, prior to the submittal of an application.
- B. Capital Improvement/Rehabilitation Work - In any case where a park owner submits a rent increase application that is based in part, or entirely, on the cost of capital improvements and/or rehabilitation work, the staff and/or their consultant shall calculate for the Board's consideration the rent increase based on the following:

The work is amortized over the expected life of the improvement. If available, standard depreciation tables used by the Internal Revenue Service ("IRS") to determine deductions for taxes shall be used to determine the expected life of the work. Any increase that is granted shall be temporary over the IRS authorized amortization period. Any capital improvement rent increase shall include interest based either on the actual interest rate charged to the applicant for funds utilized to fund the improvement or, if the cost was not financed, the average rate for thirty-year fixed mortgages plus one (1%) percent, and that the average rate shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey ("PMMS") as of the date of the initial submission of the application. At the time an increase is granted, the Board will list separately any increase for capital improvements or rehabilitation work.

Attachment "2"

Section 8: Code Violations.

No increase granted for any park shall go into effect until any existing code deficiencies are corrected. Such violations shall not be utilized by the Board as a reason for not granting an increase or reducing the amount of a requested increase. A provision regarding the effective date of the Board's action shall be included in each Resolution of the Board approving a rent-increase.

Section 9: General Policies Governing the Board's Deliberations and Determination.

- A. The Park Survey which compares the condition and quality of each park in the City, shall be updated by staff every two years. Park Appraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

When periodically conducting the Park Survey, the Park Appraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

- B. To assist in determining a reasonable rate of return, the Board shall always be provided with information setting forth the rate of return for the applicant mobilehome park since the date the last application for a rent increase was deemed complete based on return on cash investment, return on book value, and maintenance of net operating income. The Board recognizes that each application must be evaluated on its own facts and that not every rate of return analysis will be relevant in each application. The Board shall consider the facts of each application and, based on those facts and circumstances, may utilize any, all or none of the rate of return analyses in making its determination of what, if any, rent increase may be warranted.
- C. In order to avoid repetitive hearings and unreasonable burdens on City staff and Park residents, no application for a rent increase shall be accepted within a period of one year from the date the last application was deemed complete.
- D. The Board generally prefers to avoid continuing hearings. All persons wishing to make presentations to the Board should come to the hearing fully prepared.
- E. All applications for rent increases shall be accompanied by financial statements covering the period from the date the last application for a rent increase was deemed complete.
- F. All applications shall be accompanied by a statement attesting to the truth and accuracy of all information set forth in the application, which statement shall be signed by the applicant and shall be sworn under penalty of perjury.
- G. All applications shall be accompanied by all documents, receipts, invoices and other data which support and substantiate the claims and assertions set forth in the application.
- H. The application, including all its supporting data and documentation and all other information used to form the basis of any staff presentation or recommendation, shall be available for public review during normal business hours.
- I. Where it determines that an applicant has knowingly falsified any information in the application for a rent increase, the Board shall immediately suspend further proceedings on the application and no new application for a rent increase shall be accepted for processing for a period of one year from the date of such action.

Attachment "2"

- J. The applicant shall be required to deposit the sum of \$7,500 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until further amounts are deposited, as the Board may deem appropriate.

A park owner may seek from residents the recovery of actual costs incurred for purposes of the evaluation of a Long Form Rent Increase application as part of the rent increase application. Such cost reimbursement shall be recovered over a period of not less than 1 year. The determination of the amount and timing of any reimbursement expenses to be included in an approved application shall be within the discretion of the Board.

- K. In its evaluation of information submitted to support any application for a rent increase, the Board shall take into account only information, facts and circumstances arising from the date the last application for a rent increase was deemed complete.
- L. The applicant shall bear the burden of proof of establishing, on the basis of substantial evidence, all claims set forth in the application including, without limitation, all claims for expenses, depreciation and other costs incurred in connection with the operation of the subject mobilehome park. Invoices, receipts and other similar documents shall not, by themselves, necessarily establish that such expenses were properly incurred.

Section 10: Written Communication.

- A. If a park owner or any affected resident wishes to submit written information after their respective cutoff dates, said information must be received by the City Clerk's Department at least seven (7) days prior to the hearing.

City staff will distribute the information to the Board members and the affected parties no later than five (5) days prior to the hearing. Any information going to the residents will be given to the designated resident representative.

- B. At the rent review hearing concerning the application, the party submitting said written information shall explain in the course of his/her oral testimony why the Board should consider the late presented material, and why it was not presented earlier. Said party shall ask the Board to consider the late presented written material. If the Board wishes to consider such late presented material, the Board shall:
1. Give the opposing party an opportunity to object to the introduction of such new material.
 2. After considering any opposition, determine if "good cause exists" to permit the late presented material be made part of the hearing record, and
 3. Give the opposing parties and staff an opportunity to respond orally at the hearing to the new material. Depending upon the type of written material presented, the Board may also decide to keep the hearing open for a limited period of time in order to permit

Attachment "2"

the opposing party or staff an opportunity to further review and comment in writing upon the new written material.

- C. At a particular hearing, the Board may decide that additional written evidence or testimony is required, and ask that a party or staff submit it to the Board. In those circumstances, it is recommended that the Board:
1. Continue the hearing to a date certain by which time the additional information will be available.
 2. Require that the party preparing the additional material give copies of the material to staff at least seven (7) calendar days prior to the date of the continued hearing. City staff will distribute the information to the Board members and the affected parties. Any information going to the residents will be given to the designated resident representative, and
 3. Give the opposing parties and staff an opportunity to respond in writing at least three (3) days before the hearing. Depending upon the type of written material, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff more opportunity to review and comment in writing upon the new written material.

Section 11: The Short-Form CPI Rent Increase Application In lieu of using the Long Form Application hearing process and policies set forth herein, a park owner may request an increase using the "short form" process. The following principles for the application review and public hearing process will apply only to the "short form" application:

- A. The park owner must use the standard short-form application prepared by the City of Escondido.
- B. A short-form application will only be considered if the park owner's request applies to 100% of all spaces in the park which are subject to rent control.
- C. The park owner's Short-Form CPI Rent Increase Application must be based solely on the change in the CPI as defined in these Guidelines since the last increase granted by the Board. The requested increase under a Short-Form CPI Rent Increase Application may not exceed ninety percent (90%) of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two-year limit in Section I.
- D. The Board will consider the Short-Form application at a public hearing. The staff report will not contain analysis of any of the factors required by Section 29-104(g) of the Rent Control Ordinance other than the change in CPI. In determining whether the amount of the park owner's requested increase is appropriate, the Board must presume that up to ninety percent (90%) of the CPI is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Rent Control Ordinance factors in Section 29-104(g) at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.
- E. No application fee is required for a Short-Form CPI Rent Increase. Any park owner granted any increase as a result of using the short-form application is exempt from the annual per space administration fee imposed by the City pursuant to Resolution No. 2005-132, or any successor resolution. The period of exemption applies to those spaces for which

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the rent level was set as a result of the Short-Form CPI Rent Increase process, and lasts until another increase is granted by the Board.

- F. The City must notify the residents of the park owner's request for a Short-Form CPI rent increase at least 30 days prior to the hearing. The park owner must provide to the City the names, addresses, and mailing labels for all individuals affected by the application, and the City will mail notice of the application and the date of the hearing to the affected residents.
- G. Any interested person will be allowed to speak at the public hearing on their own behalf, and the Board's consideration of their comments will be limited to the factors set forth in Section 29-104(g) of the Rent Control Ordinance. If residents from a majority of the spaces in the park which are subject to rent control personally appear at any time prior to the close of the public hearing and state their objection to the Short-Form application, the Board shall have the option (after verifying the residency status of those objecting) not to approve the short-form application.
- H. If the Board denies a Short-Form CPI Rent Increase application, or grants an increase less than the amount requested in the application, the owner must be permitted to submit a regular Long Form Application as provided for in these Guidelines and the Rent Control Ordinance. The park owner shall have 30 days from the date of the Board's decision on the Short-Form CPI Rent Increase application to notify the City whether or not they are accepting the decision from the Short Form application, or whether they wish to file a Long Form Application. The filing of a Long Form Application shall render all of the proceedings from the Short-Form CPI Rent Increase application null and void.
- I. The Short-Form CPI Rent Increase process may not apply to any period in excess of 2 years.
- J. No application for a Short-Form CPI Rent Increase will be accepted within a period of one year from the date the last application was deemed complete.
- K. The City's Code Compliance Division will inspect the common areas of the park for health and safety violations, and submit a report concerning the condition of the facilities. No increase shall go into effect until any existing code deficiencies are corrected.
- L. As a condition of using a Short Form application, the park owner agrees to the following:
 - 1. Upon the closure of an In-place Transfer, or other conveyance of a rent-controlled mobilehome, the park owner may increase the space rent, to the greater of the Average Space Rent plus 8% or the Final Space Rent charged to the Changing Mobilehome Owner plus 8% provided that rent-controlled space rent shall not exceed \$950 on July 1, 2020. Beginning in 2021, the City shall adjust the \$950 limit each year, on July 1, to reflect any increase in the CPI. Space rents above \$950 on July 1, 2020, shall not be automatically decreased because of this Subsection. The 8% vacancy control cap only applies to sales where there is a transfer of ownership from Resident to Resident. If the Park owns the space and the mobilehome, when a new tenant moves in, there is no transfer of ownership and therefore, vacancy control will not apply to that space. The 8% vacancy control cap only applies to In-place Transfers, sales where the same mobilehome remains on the lot.
 - 2. As used herein, the following definitions apply:

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- a. "Average Space Rent" means the total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome, calculated on the most recent annual rent control survey.
 - b. "Changing Mobilehome Owner" means when mobilehome owner/tenants sell or transfer their mobilehome ownership for an In-place Transfer.
 - c. "Final Space Rent" means the rent charged by the owner to the departing tenant for the final month of rent before the In-place Transfer.
 - d. "In-place Transfer" means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.
3. No increase may be imposed pursuant to this Subsection L when an existing mobilehome owner or resident replaces an existing mobilehome with another mobilehome, occupying the same mobilehome space. However, space rent may be increased to market rate when a park owner also owns the mobilehome or no mobilehome sits on a space.
 4. No increase may be imposed pursuant to this Subsection L where title to the mobilehome passes to one or more person(s) who, at the time of the title transfer, (a) was/were also lawful, authorized resident(s) of the mobilehome, or (b) were/are parents, siblings, children, of the mobilehome owner and the mobilehome remains in the same space.
 5. Space rent may be increased pursuant to this Subsection L once every twelve months as provided for in the Rent Control Ordinance and these Guidelines.
 6. Rent increases authorized by this Section L shall be in addition to any other space rent increases authorized by the Board consistent with the Rent Control Ordinance, these Guidelines, and state law.
 7. To ensure effective oversight of vacancy control, each park owner shall submit an accurate and complete annual rent control survey to the City, using a spreadsheet provided by the City, no later than October 15th each year. At a minimum, the annual rent control survey shall identify:
 - a. each space
 - b. the tenant's last name,
 - c. the amount of monthly rent charged for each space on July 1st,
 - d. a list of itemized utilities included in the space rent,
 - e. the type of space (rent controlled, park owned, long-term leased, vacant, or other),
 - f. a calculation of the Average Space Rent for spaces occupied by a resident owned mobilehome in the mobilehome park, including both rent controlled and non-rent controlled spaces,
 - g. the date of the last vacancy control rent increase, and

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- h. the date of last Short-Form CPI rent increase hearing. The City shall validate the accuracy of the Average Space Rent calculations by making the report available to the public.
- 8. Park owner agrees to not use the Short-Form CPI Rent Increase application process for five years if the Board determines that the park owner increased space rent beyond the levels provided in this Subsection L. The Board shall consider whether any such increases, based on all of the evidence presented to it, were the result of good faith errors and otherwise unintentional violations of these Guidelines. A condition for applying for relief from the Board under this subsection is that the park owner has already reversed and refunded any rent increases that exceed the limitations of Subsection L.

Section 12: Board Rules of Order for Hearings.

A. Time of Regular Meetings

The Board shall hold regular meetings at 5:00 p.m. on Wednesdays at the City Hall as scheduled by the Board.

If any regular meeting falls on a holiday, such meeting shall be held on the next business day or on such other day as the Board may designate.

B. Matters Covered

The Board shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Board consider any resolution or motion supporting or disapproving any legislation or action 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 unless 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 offices or employees as such. Such communications shall be provided to the Board on an information basis only.

C. Rules of Order and Procedure

The Board shall comply with the Rules of Order and Procedure applicable to the City Council and adopted by Resolution of the Escondido City Council.

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Adopted by Minute Action September 28, 1988

Amendment by Minute Action January 11, 1989

Amended by Minute Action February 8, 1989

Amended by Resolution RRB 89-5 May 17, 1989

Amended by Resolution RRB 90-7 April 4, 1990

Amended by Resolution RRB 94-05 April 13, 1994

Amended by Resolution RRB 94-12 January 11, 1995

Amended by Resolution RRB 97-05 December 3, 1997

Amended by Resolution RRB 97-07, December 17, 1997

Amended by Resolution RRB 98-07, June 10, 1998

Amended by Resolution No. 2005-132

Amended by Resolution RRB 2017-02R, June 28, 2017

Amended by Resolution RRB 2020-04R, June 24, 2020

Amended by Resolution No. RRB 2024-XX, , 2024

CITY OF ESCONDIDO

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Following are the guidelines for the [mobilehome](#) rent review process including staff review, the staff report, and the rent review hearings (["Guidelines"](#)). Also included are [City of Escondido](#) (["City"](#)) [Mobilehome Park Rent Review Board](#) (["Board"](#)) rules of order.

Section 1: Staff Review.

When a park owner submits an application for a rent increase request, [City](#) staff shall review the application to determine whether or not it is complete. [Per Section 29-104\(d\) of the City's Rent Control Ordinance, Staff must determine whether the application is complete within thirty \(30\) days of receipt of the application and the application fee, if any.](#) If the application is determined to be incomplete, the park owner shall be notified of the deficiencies. [Upon resubmittal, staff will determine whether the application is now complete within thirty \(30\) days of receipt of additional information provided by the park owner as requested by staff.](#)

Once an application is determined to be complete, staff will [mail a notice](#) ~~notify to~~ all affected residents [stating](#) that they can review the [final](#) application and any supporting documents and that they have thirty (30) days to respond with written comments or other forms of documentation. The applicant and tenant representative(s) will be provided with a copy of these [g](#)Guidelines at that time.

A thirty (30) day notice is mailed to residents, which informs them of their right to review the park owner's application and all supporting documents. A copy of the application is provided to the park tenant representative(s) for review. A copy ~~is shall~~ also [be](#) available at ~~the at~~ City Hall. [Additionally, pursuant to Section 29-104\(e\) of the Rent Control Ordinance, staff shall provide each Board member a copy of the application once the application is deemed complete.](#)

Any information submitted by the park owner after the application is determined to be complete will not be incorporated into the staff report [for the hearing](#) because the residents may not have had an opportunity to review the information during their thirty (30) day review period. ~~(Please see the "Written Communication" section under "Hearing Process" for other policies concerning the submittal of written information.)~~

~~Staff will then compile a report for the Rent Review Board which summarizes the application.~~

The City's Code [Enforcement Compliance](#) Division will inspect the common areas of the park and submit a report concerning the condition of the facilities. Also, any past violations and any corrective actions will be reported.

Section 2: Staff Report.

[Staff will provide](#) ~~T~~the [Rent Review](#) Board members ~~will be given~~ a written staff report which describes the park, summarizes the park owner's application, and analyzes the rent increase request. A copy of the park owner's [final](#) application and the residents' [written](#) responses will be attached to the report. [If staff retained a consultant to review the application, the consultant's report will also be attached.](#)

Section 3: ~~Hearing Process.~~

~~While the Rent Review Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved all have a clear understanding of the hearing process, and will know what to expect on the day of the hearing.~~

Section 43: Notice of Public Hearing.

~~While the Rent Control Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved have a clear understanding of the hearing process and will know what to expect on the day of the hearing.~~

~~Pursuant to Section 29-104(e) of the Rent Control Ordinance, staff will mail a notice of the time, date and place of the hearing to~~~~In accordance with the rent protection ordinance,~~ park residents and the park owner ~~will be noticed~~ at least ten (10) days prior to the hearing ~~date~~. The Code ~~Enforcement Compliance~~ Division report ~~will shall also~~ be available for public review ten (10) days in advance of the hearing. The staff report will be available for public review when the report is delivered to the Board for review, and the notice will inform the parties of this fact. A copy of the staff report will either be sent by certified mail or picked up by the park owner, and a designated resident representative(s).

Section 54: Staff Presentation.

~~At the~~ ~~On the date of the~~ hearing, staff will give a brief summary of the staff report and application. ~~If staff retained a consultant to review the application, the consultant may provide a summary of their analysis and report.~~ The Board members may then ask questions of the staff and consultant. A representative from the City Attorney's Office will attend meetings to offer legal assistance as needed. Minutes will be taken by the City Clerk staff.

Section 65: Public Input.

~~Pursuant to Section 29-104(f) of the Rent Control Ordinance~~~~As specified in the ordinance,~~ the park owner and the affected tenants may offer any testimony that is relevant to the requested rent increase. ~~will be given an opportunity to address the Board. Designated representatives for either party will also be allowed to present testimony. Staff will provide~~ Slips indicating a "request to speak" ~~are provided~~ at the meeting. The park owners present their testimony first. As detailed in the Rent Control Ordinance, the applicant and affected residents can only offer written information for the first time at the hearing if good cause is shown as to why such evidence was not previously filed with the City Clerk's Department. The Board encourages the applicant and the affected residents to appoint one or two representatives to present information at the hearing. Time limits for speakers are described in the Guidelines under "Board Rules of Order...Manner of Addressing Board—Time Limit." If the Board determines that they have sufficient information to reach a decision, they will close the hearing. If they require further information, the hearing will be continued to a specified date to allow the parties or staff an opportunity to collect the necessary data.

Once the Board has all the information they deem necessary, ~~they-it~~ will close the hearing. Once the hearing is closed, the Board has fifteen (15) days to make a determination. The Board may consider the option of making a determination at the hearing in an attempt to resolve the issue as quickly as possible. Whether or not the Board reaches a decision on the day of the hearing, the Board will be required, under the Brown Act, to deliberate and reach a decision at a public meeting rather than in closed session.

Section 76: Policies Governing Board Review.

A. A. Eleven Factors. When reviewing rent increase applications not governed by Section M herein, commonly referred to as "Long-Form Applications," the Board will consider the eleven (11) factors detailed in Section 29-104(g) of the Rent Control Ordinance.

CPI -- Pursuant to Section 29-104(g)(1) of the Rent Control Ordinance, the Board will consider increases in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component as published by the United States Bureau of Labor Statistics ("Bureau") ("CPI"), as one of the relevant factors, when reviewing an Long Form Application for rent increase. If the Bureau changes the geographic reporting area in which the City is located, the Board shall use the most current applicable reporting area established by the Bureau.

~~In considering increases in the Consumer Price Index, the Board concludes that many components of CPI (such as food, entertainment, medical care, shelter, and apparel & upkeep) do not pertain to the cost of owning and operating a mobilehome park. Therefore, the Board shall take into account no more than ninety percent (90%) 60% of increases in the CPI over the relevant review period provided for in Section 29-104(g). which portion of the CPI shall include costs properly associated with the operation of a mobilehome park (such as property taxes, fuel, and utilities).~~

Section 87: Capital Improvements.

- A. Definition and Examples of Capital Improvements - Capital Improvement is defined by Section ~~1(b)-29-101~~ of the ~~Mobilehome Space~~ Rent Control Ordinance to mean "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs."
1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurring of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance.
 2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvements. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines constitute capital improvements.
 3. Addition of new facilities in a park, such as a new office or utility room, a sauna, a jacuzzi or an addition to a recreation room, are also examples of capital improvements.
 4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washers and dryers installed for the use of residents cannot be the basis for a capital improvement rent increase if the tenants must pay to use them.
 5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.
 6. Rent increase requests based entirely or in part on capital improvements can be brought before the Board prior to the initiation of the proposed work. In these cases, the applicant

is encouraged to seek the approval of his/her residents for the improvement, prior to the submittal of an application.

- B. Capital Improvement/Rehabilitation Work - In any case where a park owner submits a rent increase application that is based in part, or entirely, on the cost of capital improvements and/or rehabilitation work, the staff and/or their consultant Board shall calculate for the Board's consideration ~~the cost utilizing approved rent increase based on~~ the following:

The work is amortized over the expected life of the improvement. ~~If available, s~~Standard depreciation tables used by the Internal Revenue Service ("IRS") to determine deductions for taxes shall be used to determine the expected life of the work. Any increase that is granted shall be temporary over the IRS authorized amortization period unless otherwise noted by the Board. ~~Any Capital Improvement rent increase shall include interest based either on the actual interest rate charged to the applicant for funds utilized to fund the improvement or, if the cost was not financed, the average rate for thirty-year fixed mortgages plus one (1%) percent, and that the average rate shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey ("PMMS") as of the date of the initial submission of the application.~~

At the time an increase is granted, the Board will list separately any increase for capital improvements or rehabilitation work.

~~Short Form Capital Improvement Rent Increase - Park Owners may submit a Short Form Capital Improvement Rent Increase Application (pursuant to Section 12: "Short Form Capital Improvement Rent Increase Application") for the replacement, repair, reconstruction or modernization of facilities. Capital Improvements which involve the construction of new facilities may be considered in only a Long Form Application. Capital improvement rent increases submitted via The Short Form Capital Improvement Rent Increase Application will be subject to Section 12N.~~

Section 89: Code Violations.

No increase granted for any park shall go into effect until any existing code deficiencies are corrected. Such violations shall not be utilized by the Rent Review Board as a reason for not granting an increase or reducing the amount of a requested increase. A provision regarding the effective date of the Rent Review Board's action shall be included in each Resolution of the Board approving a rent-increase.

Section 910: General pPolicies gGoverning the Board's dDeliberations and dDetermination.

- A. The Park Survey which compares the condition and quality of each park in the City, shall be regularly updated by staff every two years. Park Appraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

When periodically conducting the Park Survey, the Park aAppraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

- B. To assist in determining a reasonable rate of return, the Board ~~always~~ shall always be provided with information setting forth the rate of return for the applicant mobilehome park since the date the last application for a rent increase was deemed complete based on return on cash investment, return on book value, and maintenance of net operating income. The

Board recognizes that each application must be evaluated on its own facts and that not every rate of return analysis will be relevant in each application. The Board shall consider the facts of each application and, based on those facts and circumstances, may utilize any, all or none of the rate of return analyses in making its determination of what, if any, rent increase may be warranted.

- C. In order to avoid repetitive hearings and unreasonable burdens on City staff and Park residents, no application for a rent increase shall be accepted within a period of one year from the date the last application was deemed complete.
- D. The Board generally prefers to avoid continuing hearings. All persons wishing to make presentations to the Board should come to the hearing fully prepared.
- E. All applications for rent increases shall be accompanied by financial statements covering the period from the date the last application for a rent increase was deemed complete.
- F. All applications shall be accompanied by a statement attesting to the truth and accuracy of all information set forth in the application, which statement shall be signed by the applicant and shall be sworn under penalty of perjury.
- G. All applications shall be accompanied by all documents, receipts, invoices and other data which support and substantiate the claims and assertions set forth in the application.
- H. The application, including all its supporting data and documentation and all other information used to form the basis of any staff presentation or recommendation, shall be available for public review during normal business hours.
- I. Where it determines that an applicant has knowingly falsified any information in the application for a rent increase, the ~~Rent Review~~ Board shall immediately ~~shall~~ suspend further proceedings on the application and no new application for a rent increase shall be accepted for processing for a period of one year from the date of such action.
- J. The applicant shall be required to deposit the sum of ~~\$5,800~~\$7,500 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until further amounts are deposited, as the ~~Rent Review~~ Board may deem appropriate.

A park owner may seek from residents the recovery of actual costs incurred for purposes of the evaluation of a Long Form Rent Increase application as part of the rent increase application. Such cost reimbursement shall be recovered over a period of not less than 1 year. The determination of the amount and timing of any reimbursement expenses to be included in an approved application shall be within the discretion of the Board.

- K. In its evaluation of information submitted to support any application for a rent increase, the Board shall take into account only information, facts and circumstances arising from the date the last application for a rent increase was deemed complete.
- L. The applicant shall bear the burden of proof of establishing, on the basis of substantial evidence, all claims set forth in the application including, without limitation, all claims for expenses, depreciation and other costs incurred in connection with the operation of the subject mobilehome park. Invoices, receipts and other similar documents shall not, by themselves, necessarily establish that such expenses were properly incurred.

Section 1044: Written Communication.

- A. If a park owner or any affected resident wishes to submit written information after their respective cutoff dates, said information must be received by the City Clerk's Department at least seven (7) days prior to the hearing.

City staff will distribute the information to the Board members and the affected parties no later than five (5) days prior to the hearing. Any information going to the residents will be given to the designated resident representative.
- B. At the rent review hearing concerning the application, the party submitting said written information shall explain in the course of his/her oral testimony why the Board should consider the late presented material, and why it was not presented earlier. Said party shall ask the Board to consider the late presented written material. If the Board wishes to consider such late presented material, the Board shall:
 - 1. Give the opposing party an opportunity to object to the introduction of such new material.
 - 2. After considering any opposition, determine if "good cause exists" to permit the late presented material be made part of the hearing record, and
 - 3. Give the opposing parties and staff an opportunity to respond orally at the hearing to the new material. Depending upon the type of written material presented, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff an opportunity to further review and comment in writing upon the new written material.
- C. At a particular hearing, the Board may decide that additional written evidence or testimony is required, and ask that a party or staff submit it to the Board. In those circumstances, it is recommended that the Board:
 - 1. Continue the hearing to a date certain by which time the additional information will be available.
 - 2. Require that the party preparing the additional material give copies of the material to staff at least seven (7) calendar days prior to the date of the continued hearing. City staff will distribute the information to the Board members and the affected parties. Any information going to the residents will be given to the designated resident representative, and
 - 3. Give the opposing parties and staff an opportunity to respond in writing at least three (3) days before the hearing. Depending upon the type of written material, the Board may also decide to keep the hearing open for a limited period of time in order to permit

the opposing party or staff more opportunity to review and comment in writing upon the new written material.

Section 1142: The Short-Form CPI Rent Increase Application ~~and Short-Form Capital Improvement Rent Increase Application.~~

~~A.~~ In lieu of using the Long Form Application hearing process and policies set forth ~~herein~~ Sections 1 through 9, a park owner may request an increase using the “short form” process. The following principles for the application review and public hearing process will apply only to the “short form” application:

~~B.A.~~ The park owner must use the standard short-form application prepared by the City of Escondido.

~~C.B.~~ A short-form application will only be considered if the park owner’s request applies to 100% of all spaces in the park which are subject to rent control.

~~D.C.~~ The park owner’s Short-Form CPI Rent Increase Application ~~request for a rent increase~~ must be based solely on the change in the CPI as defined in these Guidelines San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component (“CPI”) since the last increase granted by the Board. The requested increase under a Short-Form CPI Rent Increase Application may not exceed ninety percent (90%) of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two-year limit in Section J.

~~E.D.~~ The Board will consider the ~~sShort-fForm~~ application at a public hearing. The staff report will not contain analysis of any of the factors required by Section 29-104(g) of the Rent Protection-Control Ordinance other than the change in CPI. In determining whether the amount of the park owner’s requested increase is appropriate, the Board must presume that up to ninety percent (90%) of the ~~Consumer Price Index~~CPI is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Ordinance-Rent Control Ordinance factors in Section 29-104(g) at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.

~~F.E.~~ No application fee is required for ~~a either a Short-Form CPI Rent Increase Application or Short-Form Capital Improvement Rent Increase Applications~~short form application. Any park owner granted any increase as a result of using the short-form application is exempt from the annual per space administration fee imposed by the City pursuant to Resolution No. 2005-132, or any successor resolution. The period of exemption applies to those spaces for which the rent level was set as a result of the ~~sShort-fForm~~ CPI Rent applicationIncrease process, and lasts until another increase is granted by the Board.

~~G.F.~~ The City must notify the residents of the park owner’s request for a ~~sShort-fForm~~ CPI rent increase at least 30 days prior to the hearing. The park owner must provide to the City the names, addresses, and mailing labels for all individuals affected by the application, and the City will mail notice of the application and the date of the hearing to the affected residents.

~~H.G.~~ Any interested person will be allowed to speak at the public hearing on their own behalf, and the Board’s consideration of their comments will be limited to the factors set forth in Section 29-104(g) of the Rent Protection-Control Ordinance. If residents from a majority of the spaces in the park which are subject to rent control personally appear at any time prior to the close of the public hearing and state their objection to the ~~sShort-fForm~~

application, the Board shall have the option (after verifying the residency status of those objecting) not to approve the short-form application.

~~L.H.~~ If the Board denies a ~~sShort-fForm~~ CPI Rent Increase application, or grants an increase less than the amount requested in the ~~short-form~~ application, the owner must be permitted to submit a regular Long Form aApplication as provided for in these Guidelines and the Rent Control Ordinance pursuant to Sections 1 through 10. The park owner shall have 30 days from the date of the ~~bB~~Board's decision on the ~~sShort-fForm~~ CPI Rent Increase application to notify the City whether or not they are accepting the decision from the ~~Sshort fForm~~ application, or whether they wish to file a Long Form Application regular application. The filing of a Long Form regular aApplication shall render all of the proceedings from the ~~sShort-F-form~~ CPI Rent Increase application null and void.

~~J.I.~~ The ~~sShort-fForm~~ CPI Rent Increase process may not apply to any period in excess of 2 years.

~~K.J.~~ No application for a Short-Form CPI Rent Increase ~~short-form rent increase~~ will be accepted within a period of one year from the date the last application was deemed completed submitted.

~~L.K.~~ The City's Code Enforcement-Compliance Division will inspect the common areas of the park for health and safety violations, and submit a report concerning the condition of the facilities. No increase shall go into effect until any existing code deficiencies are corrected.

~~M.L.~~ As a condition of using a ~~sShort fForm~~ application, the park owner agrees to the following:

1. Upon the closure of an ~~iIn-place tTransfer~~, or other conveyance of a rent-controlled mobilehome, the park owner may increase the space rent, to the greater of the Average Space Rent plus up to 8% or the Final Space Rent charged to the Changing Mobilehome Owner plus up to 8% provided up to and including, eight percent (8%) of the Average space rent or eight percent (8%) of the Final space rent. Park owner further agrees that rent-controlled space rent shall not exceed \$950 on July 1, 2020. Beginning in 2021, the City shall adjust the \$950 limit each year, on July 1, to reflect any increase in the CPI. Space rents above \$950 on July 1, 2020, shall not be automatically decreased because of this Subsection. The 8% vacancy control cap only applies to sales where there is a transfer of ownership from Resident to Resident. If the Park owns the space and the mobilehome, when a new tenant moves in, there is no transfer of ownership and therefore, vacancy control will not apply to that space. The 8% vacancy control cap only applies to "iIn-place" tTransfers, sales where the same mobilehome remains on the lot.

2. As used herein, the following definitions apply:

~~a.~~ "Average ~~sSpace fRent~~" means the total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome, calculated on the most recent annual rent control survey.

~~a.b.~~ "Changing Mobilehome Owner" means when mobilehome owner/tenants sell or transfer their mobilehome ownership for an In-place ~~tTransfer~~.

~~b.c.~~ "Final ~~sSpace fRent~~" means the rent charged by the owner to the departing tenant for the final month of rent before the ~~iIn-place tTransfer~~.

~~e.d.~~ “In-place ~~t~~Transfer” means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.

3. No increase may be imposed pursuant to this Subsection ML when an existing mobilehome owner or resident replaces an existing mobilehome with another mobilehome, occupying the same mobilehome space. However, space rent may be increased to market rate when a park owner also owns the mobilehome or no mobilehome sits on a space.
4. No increase may be imposed pursuant to this Subsection ML where title to the mobilehome passes to one or more person(s) who, at the time of the title transfer, (a) was/were also lawful, authorized resident(s) of the mobilehome, or (b) were/are parents, siblings, children, of the mobilehome owner and the mobilehome remains in the same space.
5. Space rent may be increased pursuant to this Subsection ML once every twelve months as provided for in the Rent Control Ordinance and these Guidelines.
6. Rent increases authorized by this ~~regulation~~ Section L shall be in addition to any other space rent increases authorized by the ~~City of Escondido’s Mobilehome Rent Review Board~~ consistent with the Rent Control Ordinance, these Guidelines, and state law.
7. To ensure effective oversight of vacancy control, each park owner shall submit an accurate and complete annual rent control survey to the City, using a spreadsheet provided by the City, no later than October 15th each year. At a minimum, the annual rent control survey shall identify:
 - a. each space
 - b. the tenant’s last name,
 - c. the amount of monthly rent charged for each space on July 1st,
 - d. a list of itemized utilities included in the space rent,
 - e. the type of space (rent controlled, park owned, long-term leased, vacant, or other),
 - f. a calculation of the Average ~~s~~Space ~~r~~Rent for spaces occupied by a resident owned mobilehome in the mobilehome park, including both rent controlled and non-rent controlled spaces,
 - g. the date of the last vacancy control rent increase, and
 - h. the date of last ~~s~~Short-~~f~~Form CPI rent increase hearing. The City shall validate the accuracy of the Average ~~s~~Space ~~r~~Rent calculations by making the report available to the public.
8. Park owner agrees to not use ~~of the s~~Short-~~F~~form CPI Rent Increase application process for five years if the City’s Mobilehome Park Rent Review Board determines that the park owner increased space rent beyond the levels provided in this Subsection ML. The Board shall consider whether any such increases, based on all of the evidence presented to it, were the result of good faith errors and otherwise unintentional violations of these Guidelines. A condition for applying

~~for relief from the Board under this subsection is that the A-park owner who is not qualified to use the short form application process under Subsection M may utilize the short form process by has already reversed and refunded reversing and refunding any rent increases that exceed the limitations of Subsection ML.~~

~~— Pursuant to Section 8C, Park owners may submit for a Short-Form Capital Improvement Rent Increase.~~

~~— The Capital Improvement must meet the criteria for a Capital Improvement as outlined in Section 8A “Definition and Examples of Capital Improvements”.~~

~~— The rent increase will be calculated as outlined in Section 8B “Capital Improvement/Rehabilitation Work”.~~

~~— Any Capital Improvement Rent Increases are separate and in addition to any approved Short-Form CPI Rent Increases and are not subject to the limitations of a Short-Form CPI Rent Increase.~~

~~— A park owner may submit a Short-Form Capital Improvement Rent Increase Application and a Short-Form CPI Rent Increase Application in the same year through the same application.~~

Section 13: Board Rules of Order for Hearings.

A. Time of Regular Meetings

The Board shall hold regular meetings at ~~4:30~~5:00 p.m. on Wednesdays at the City Hall as scheduled by the Board.

If any regular meeting falls on a holiday, such meeting shall be held on the next business day or on such other day as the Board may designate.

B. Matters Covered

The Board shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Board consider any resolution or motion supporting or disapproving any legislation or action 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 unless 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 offices or employees as such. Such communications shall be provided to the Board on an information basis only.

C. Rules of Order and Procedure

The Board shall comply with the Rules of Order and Procedure applicable to the City Council and adopted by Resolution of the Escondido City Council.

Attachment "2"

MOBILEHOME RENT REVIEW BOARD GUIDELINES

Adopted by Minute Action September 28, 1988
Amendment by Minute Action January 11, 1989
Amended by Minute Action February 8, 1989
Amended by Resolution RRB 89-5 May 17, 1989
Amended by Resolution RRB 90-7 April 4, 1990
Amended by Resolution RRB 94-05 April 13, 1994
Amended by Resolution RRB 94-12 January 11, 1995
Amended by Resolution RRB 97-05 December 3, 1997
Amended by Resolution RRB 97-07, December 17, 1997
Amended by Resolution RRB 98-07, June 10, 1998
Amended by Resolution No. 2005-132
Amended by Resolution RRB 2017-02R, June 28, 2017
Amended by Resolution RRB 2020-04R, June 24, 2020
Amended by Resolution RRB 2024-121, August 14 2024

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CITY OF ESCONDIDO
MOBILEHOME RENT REVIEW BOARD GUIDELINES

Following are the guidelines for the mobilehome rent review process including staff review, the staff report, and the rent review hearings ("Guidelines"). Also included are City of Escondido ("City") Mobilehome Park Rent Review Board ("Board") rules of order.

Section 1: Staff Review.

When a park owner submits an application for a rent increase request, City staff shall review the application to determine whether or not it is complete. Per Section 29-104(d) of the City's Rent Control Ordinance, Staff must determine whether the application is complete within thirty (30) days of receipt of the application and the application fee, if any. If the application is determined to be incomplete, the park owner shall be notified of the deficiencies. Upon resubmittal, staff will determine whether the application is now complete within thirty (30) days of receipt of additional information provided by the park owner as requested by staff.

Once an application is determined to be complete, staff will mail a notice to all affected residents stating that they can review the final application and any supporting documents and that they have thirty (30) days to respond with written comments or other forms of documentation. The applicant and tenant representative(s) will be provided with a copy of these Guidelines at that time.

A thirty (30) day notice is mailed to residents, which informs them of their right to review the park owner's application and all supporting documents. A copy of the application is provided to the park tenant representative(s) for review. A copy shall also be available at City Hall. Additionally, pursuant to Section 29-104(e) of the Rent Control Ordinance, staff shall provide each Board member a copy of the application once the application is deemed complete.

Any information submitted by the park owner after the application is determined to be complete will not be incorporated into the staff report for the hearing because the residents may not have had an opportunity to review the information during their thirty (30) day review period.

The City's Code Compliance Division will inspect the common areas of the park and submit a report concerning the condition of the facilities. Also, any past violations and any corrective actions will be reported.

Section 2: Staff Report.

Staff will provide the Board members a written staff report which describes the park, summarizes the park owner's application, and analyzes the rent increase request. A copy of the park owner's final application and the residents' written responses will be attached to the report. If staff retained a consultant to review the application, the consultant's report will also be attached.

Section 3: Notice of Public Hearing.

While the Rent Control Ordinance spells out certain requirements for the hearing process, it is deemed beneficial to further refine the process so that the Board and the parties involved have a clear understanding of the hearing process and will know what to expect on the day of the hearing.

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Pursuant to Section 29-104(e) of the Rent Control Ordinance, staff will mail a notice of the time, date and place of the hearing to park residents and the park owner at least ten (10) days prior to the hearing. The Code Compliance Division report shall also be available for public review ten (10) days in advance of the hearing. The staff report will be available for public review when the report is delivered to the Board for review, and the notice will inform the parties of this fact. A copy of the staff report will either be sent by certified mail or picked up by the park owner, and a designated resident representative(s).

Section 4: Staff Presentation.

At the hearing, staff will give a brief summary of the staff report and application. If staff retained a consultant to review the application, the consultant may provide a summary of their analysis and report. The Board members may then ask questions of the staff and consultant. A representative from the City Attorney's Office will attend meetings to offer legal assistance as needed. Minutes will be taken by the City Clerk staff.

Section 5: Public Input.

Pursuant to Section 29-104(f) of the Rent Control Ordinance, the park owner and the affected tenants may offer any testimony that is relevant to the requested rent increase. Staff will provide slips indicating a "request to speak" at the meeting. The park owners present their testimony first. As detailed in the Rent Control Ordinance, the applicant and affected residents can only offer written information for the first time at the hearing if good cause is shown as to why such evidence was not previously filed with the City Clerk's Department. The Board encourages the applicant and the affected residents to appoint one or two representatives to present information at the hearing. Time limits for speakers are described in the Guidelines under "Board Rules of Order...Manner of Addressing Board—Time Limit." If the Board determines that they have sufficient information to reach a decision, they will close the hearing. If they require further information, the hearing will be continued to a specified date to allow the parties or staff an opportunity to collect the necessary data.

Once the Board has all the information they deem necessary, it will close the hearing. Once the hearing is closed, the Board has fifteen (15) days to make a determination. The Board may consider the option of making a determination at the hearing in an attempt to resolve the issue as quickly as possible. Whether or not the Board reaches a decision on the day of the hearing, the Board will be required, under the Brown Act, to deliberate and reach a decision at a public meeting rather than in closed session.

Section 6: Policies Governing Board Review.

- A. Eleven Factors. When reviewing rent increase applications not governed by Section M herein, commonly referred to as "Long-Form Applications," the Board will consider the eleven (11) factors detailed in Section 29-104(g) of the Rent Control Ordinance.

CPI – Pursuant to Section 29-104(g)(1) of the Rent Control Ordinance, the Board will consider increases in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component as published by the United States Bureau of Labor Statistics ("Bureau") ("CPI"), as one of the relevant factors when reviewing a Long Form Application. If the Bureau changes the geographic reporting area in which the City is located, the Board shall use the most current applicable reporting area established by the Bureau.

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The Board shall take into account ninety percent (90%) of increases in the CPI over the relevant review period provided for in Section 29-104(g).

Section 7: Capital Improvements.

- A. Definition and Examples of Capital Improvements - Capital Improvement is defined by Section 29-101 of the Rent Control Ordinance to mean "the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs."
1. Normal routine maintenance and repair of a park is not a capital improvement. For example, patching of potholes and slurring of asphalt streets and roadways constitute ordinary repairs and are not capital improvements within the meaning of the Ordinance.
 2. Major replacement or major reconstruction of an existing facility or improvement constitute capital improvements. For example, the major replacement and/or reconstruction of streets or roadways, sewer lines, water lines and gas lines constitute capital improvements.
 3. Addition of new facilities in a park, such as a new office or utility room, a sauna, a jacuzzi or an addition to a recreation room, are also examples of capital improvements.
 4. Capital improvements which would otherwise form the basis for a capital improvement rent increase cannot be the basis of such an increase if the park owner charges a fee for the use of the improvement. For example, additional washers and dryers installed for the use of residents cannot be the basis for a capital improvement rent increase if the tenants must pay to use them.
 5. Portable items, such as pool furniture and landscaping or gardening equipment, do not constitute capital improvements.
 6. Rent increase requests based entirely or in part on capital improvements can be brought before the Board prior to the initiation of the proposed work. In these cases, the applicant is encouraged to seek the approval of his/her residents for the improvement, prior to the submittal of an application.
- B. Capital Improvement/Rehabilitation Work - In any case where a park owner submits a rent increase application that is based in part, or entirely, on the cost of capital improvements and/or rehabilitation work, the staff and/or their consultant shall calculate for the Board's consideration the rent increase based on the following:

The work is amortized over the expected life of the improvement. If available, standard depreciation tables used by the Internal Revenue Service ("IRS") to determine deductions for taxes shall be used to determine the expected life of the work. Any increase that is granted shall be temporary over the IRS authorized amortization period. Any capital improvement rent increase shall include interest based either on the actual interest rate charged to the applicant for funds utilized to fund the improvement or, if the cost was not financed, the average rate for thirty-year fixed mortgages plus one (1%) percent, and that the average rate shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey ("PMMS") as of the date of the initial submission of the application. At the time an increase is granted, the Board will list separately any increase for capital improvements or rehabilitation work.

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Section 8: Code Violations.

No increase granted for any park shall go into effect until any existing code deficiencies are corrected. Such violations shall not be utilized by the Board as a reason for not granting an increase or reducing the amount of a requested increase. A provision regarding the effective date of the Board's action shall be included in each Resolution of the Board approving a rent-increase.

Section 9: General Policies Governing the Board's Deliberations and Determination.

- A. The Park Survey which compares the condition and quality of each park in the City, shall be updated by staff every two years. Park Appraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

When periodically conducting the Park Survey, the Park Appraiser shall contact an officer or designee from the organized residents' group who shall participate in all inspections of the park.

- B. To assist in determining a reasonable rate of return, the Board shall always be provided with information setting forth the rate of return for the applicant mobilehome park since the date the last application for a rent increase was deemed complete based on return on cash investment, return on book value, and maintenance of net operating income. The Board recognizes that each application must be evaluated on its own facts and that not every rate of return analysis will be relevant in each application. The Board shall consider the facts of each application and, based on those facts and circumstances, may utilize any, all or none of the rate of return analyses in making its determination of what, if any, rent increase may be warranted.
- C. In order to avoid repetitive hearings and unreasonable burdens on City staff and Park residents, no application for a rent increase shall be accepted within a period of one year from the date the last application was deemed complete.
- D. The Board generally prefers to avoid continuing hearings. All persons wishing to make presentations to the Board should come to the hearing fully prepared.
- E. All applications for rent increases shall be accompanied by financial statements covering the period from the date the last application for a rent increase was deemed complete.
- F. All applications shall be accompanied by a statement attesting to the truth and accuracy of all information set forth in the application, which statement shall be signed by the applicant and shall be sworn under penalty of perjury.
- G. All applications shall be accompanied by all documents, receipts, invoices and other data which support and substantiate the claims and assertions set forth in the application.
- H. The application, including all its supporting data and documentation and all other information used to form the basis of any staff presentation or recommendation, shall be available for public review during normal business hours.
- I. Where it determines that an applicant has knowingly falsified any information in the application for a rent increase, the Board shall immediately suspend further proceedings on the application and no new application for a rent increase shall be accepted for processing for a period of one year from the date of such action.

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- J. The applicant shall be required to deposit the sum of \$7,500 at the time of filing the application with the City. This amount will be used to reimburse the City for costs associated with evaluation of the application and preparation of information regarding the rate of return for the park under criteria established by the Board and to defray the costs of any supplementary work which may be required to insure that the application is complete. This deposit will also be available to pay for analysis of any claims set forth in the application or materials supplied to substantiate claims made in the application to determine their validity and veracity.

Where the deposit is exhausted prior to completion of the review of the rent increase application, no further work on the application shall be conducted until further amounts are deposited, as the Board may deem appropriate.

A park owner may seek from residents the recovery of actual costs incurred for purposes of the evaluation of a Long Form Rent Increase application as part of the rent increase application. Such cost reimbursement shall be recovered over a period of not less than 1 year. The determination of the amount and timing of any reimbursement expenses to be included in an approved application shall be within the discretion of the Board.

- K. In its evaluation of information submitted to support any application for a rent increase, the Board shall take into account only information, facts and circumstances arising from the date the last application for a rent increase was deemed complete.
- L. The applicant shall bear the burden of proof of establishing, on the basis of substantial evidence, all claims set forth in the application including, without limitation, all claims for expenses, depreciation and other costs incurred in connection with the operation of the subject mobilehome park. Invoices, receipts and other similar documents shall not, by themselves, necessarily establish that such expenses were properly incurred.

Section 10: Written Communication.

- A. If a park owner or any affected resident wishes to submit written information after their respective cutoff dates, said information must be received by the City Clerk's Department at least seven (7) days prior to the hearing.

City staff will distribute the information to the Board members and the affected parties no later than five (5) days prior to the hearing. Any information going to the residents will be given to the designated resident representative.

- B. At the rent review hearing concerning the application, the party submitting said written information shall explain in the course of his/her oral testimony why the Board should consider the late presented material, and why it was not presented earlier. Said party shall ask the Board to consider the late presented written material. If the Board wishes to consider such late presented material, the Board shall:
1. Give the opposing party an opportunity to object to the introduction of such new material.
 2. After considering any opposition, determine if "good cause exists" to permit the late presented material be made part of the hearing record, and
 3. Give the opposing parties and staff an opportunity to respond orally at the hearing to the new material. Depending upon the type of written material presented, the Board may also decide to keep the hearing open for a limited period of time in order to permit

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the opposing party or staff an opportunity to further review and comment in writing upon the new written material.

- C. At a particular hearing, the Board may decide that additional written evidence or testimony is required, and ask that a party or staff submit it to the Board. In those circumstances, it is recommended that the Board:
1. Continue the hearing to a date certain by which time the additional information will be available.
 2. Require that the party preparing the additional material give copies of the material to staff at least seven (7) calendar days prior to the date of the continued hearing. City staff will distribute the information to the Board members and the affected parties. Any information going to the residents will be given to the designated resident representative, and
 3. Give the opposing parties and staff an opportunity to respond in writing at least three (3) days before the hearing. Depending upon the type of written material, the Board may also decide to keep the hearing open for a limited period of time in order to permit the opposing party or staff more opportunity to review and comment in writing upon the new written material.

Section 11: The Short-Form CPI Rent Increase Application In lieu of using the Long Form Application hearing process and policies set forth herein, a park owner may request an increase using the "short form" process. The following principles for the application review and public hearing process will apply only to the "short form" application:

- A. The park owner must use the standard short-form application prepared by the City of Escondido.
- B. A short-form application will only be considered if the park owner's request applies to 100% of all spaces in the park which are subject to rent control.
- C. The park owner's Short-Form CPI Rent Increase Application must be based solely on the change in the CPI as defined in these Guidelines since the last increase granted by the Board. The requested increase under a Short-Form CPI Rent Increase Application may not exceed ninety percent (90%) of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two-year limit in Section I.
- D. The Board will consider the Short-Form application at a public hearing. The staff report will not contain analysis of any of the factors required by Section 29-104(g) of the Rent Control Ordinance other than the change in CPI. In determining whether the amount of the park owner's requested increase is appropriate, the Board must presume that up to ninety percent (90%) of the CPI is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Rent Control Ordinance factors in Section 29-104(g) at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.
- E. No application fee is required for a Short-Form CPI Rent Increase. Any park owner granted any increase as a result of using the short-form application is exempt from the annual per space administration fee imposed by the City pursuant to Resolution No. 2005-132, or any successor resolution. The period of exemption applies to those spaces for which

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the rent level was set as a result of the Short-Form CPI Rent Increase process, and lasts until another increase is granted by the Board.

- F. The City must notify the residents of the park owner's request for a Short-Form CPI rent increase at least 30 days prior to the hearing. The park owner must provide to the City the names, addresses, and mailing labels for all individuals affected by the application, and the City will mail notice of the application and the date of the hearing to the affected residents.
- G. Any interested person will be allowed to speak at the public hearing on their own behalf, and the Board's consideration of their comments will be limited to the factors set forth in Section 29-104(g) of the Rent Control Ordinance. If residents from a majority of the spaces in the park which are subject to rent control personally appear at any time prior to the close of the public hearing and state their objection to the Short-Form application, the Board shall have the option (after verifying the residency status of those objecting) not to approve the short-form application.
- H. If the Board denies a Short-Form CPI Rent Increase application, or grants an increase less than the amount requested in the application, the owner must be permitted to submit a regular Long Form Application as provided for in these Guidelines and the Rent Control Ordinance. The park owner shall have 30 days from the date of the Board's decision on the Short-Form CPI Rent Increase application to notify the City whether or not they are accepting the decision from the Short Form application, or whether they wish to file a Long Form Application. The filing of a Long Form Application shall render all of the proceedings from the Short-Form CPI Rent Increase application null and void.
- I. The Short-Form CPI Rent Increase process may not apply to any period in excess of 2 years.
- J. No application for a Short-Form CPI Rent Increase will be accepted within a period of one year from the date the last application was deemed complete.
- K. The City's Code Compliance Division will inspect the common areas of the park for health and safety violations, and submit a report concerning the condition of the facilities. No increase shall go into effect until any existing code deficiencies are corrected.
- L. As a condition of using a Short Form application, the park owner agrees to the following:
 - 1. Upon the closure of an In-place Transfer, or other conveyance of a rent-controlled mobilehome, the park owner may increase the space rent, to the greater of the Average Space Rent plus 8% or the Final Space Rent charged to the Changing Mobilehome Owner plus 8% provided that rent-controlled space rent shall not exceed \$950 on July 1, 2020. Beginning in 2021, the City shall adjust the \$950 limit each year, on July 1, to reflect any increase in the CPI. Space rents above \$950 on July 1, 2020, shall not be automatically decreased because of this Subsection. The 8% vacancy control cap only applies to sales where there is a transfer of ownership from Resident to Resident. If the Park owns the space and the mobilehome, when a new tenant moves in, there is no transfer of ownership and therefore, vacancy control will not apply to that space. The 8% vacancy control cap only applies to In-place Transfers, sales where the same mobilehome remains on the lot.
 - 2. As used herein, the following definitions apply:

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- a. "Average Space Rent" means the total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome, calculated on the most recent annual rent control survey.
 - b. "Changing Mobilehome Owner" means when mobilehome owner/tenants sell or transfer their mobilehome ownership for an In-place Transfer.
 - c. "Final Space Rent" means the rent charged by the owner to the departing tenant for the final month of rent before the In-place Transfer.
 - d. "In-place Transfer" means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.
3. No increase may be imposed pursuant to this Subsection L when an existing mobilehome owner or resident replaces an existing mobilehome with another mobilehome, occupying the same mobilehome space. However, space rent may be increased to market rate when a park owner also owns the mobilehome or no mobilehome sits on a space.
 4. No increase may be imposed pursuant to this Subsection L where title to the mobilehome passes to one or more person(s) who, at the time of the title transfer, (a) was/were also lawful, authorized resident(s) of the mobilehome, or (b) were/are parents, siblings, children, of the mobilehome owner and the mobilehome remains in the same space.
 5. Space rent may be increased pursuant to this Subsection L once every twelve months as provided for in the Rent Control Ordinance and these Guidelines.
 6. Rent increases authorized by this Section L shall be in addition to any other space rent increases authorized by the Board consistent with the Rent Control Ordinance, these Guidelines, and state law.
 7. To ensure effective oversight of vacancy control, each park owner shall submit an accurate and complete annual rent control survey to the City, using a spreadsheet provided by the City, no later than October 15th each year. At a minimum, the annual rent control survey shall identify:
 - a. each space
 - b. the tenant's last name,
 - c. the amount of monthly rent charged for each space on July 1st,
 - d. a list of itemized utilities included in the space rent,
 - e. the type of space (rent controlled, park owned, long-term leased, vacant, or other),
 - f. a calculation of the Average Space Rent for spaces occupied by a resident owned mobilehome in the mobilehome park, including both rent controlled and non-rent controlled spaces,
 - g. the date of the last vacancy control rent increase, and

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- h. the date of last Short-Form CPI rent increase hearing. The City shall validate the accuracy of the Average Space Rent calculations by making the report available to the public.
- 8. Park owner agrees to not use the Short-Form CPI Rent Increase application process for five years if the Board determines that the park owner increased space rent beyond the levels provided in this Subsection L. The Board shall consider whether any such increases, based on all of the evidence presented to it, were the result of good faith errors and otherwise unintentional violations of these Guidelines. A condition for applying for relief from the Board under this subsection is that the park owner has already reversed and refunded any rent increases that exceed the limitations of Subsection L.

Section 12: Board Rules of Order for Hearings.

A. Time of Regular Meetings

The Board shall hold regular meetings at 5:00 p.m. on Wednesdays at the City Hall as scheduled by the Board.

If any regular meeting falls on a holiday, such meeting shall be held on the next business day or on such other day as the Board may designate.

B. Matters Covered

The Board shall not consider any resolution, motion or matter which does not affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation nor shall the Board consider any resolution or motion supporting or disapproving any legislation or action 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 unless 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 offices or employees as such. Such communications shall be provided to the Board on an information basis only.

C. Rules of Order and Procedure

The Board shall comply with the Rules of Order and Procedure applicable to the City Council and adopted by Resolution of the Escondido City Council.

Michael McGuinness

From: Bernadette Bjork
Sent: Wednesday, June 26, 2024 12:39 PM
To: Danielle Lopez
Subject: FW: Online Form Submittal: Contact Executive Staff - Housing Department

FYI

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 25, 2024 2:06 AM
To: Bernadette Bjork <Bernadette.Bjork@escondido.gov>
Subject: Online Form Submittal: Contact Executive Staff - Housing Department

Contact Executive Staff - Housing Department

Your Email Address	RobMHseniors@Yahoo.com
Your Name	Bob
Subject	Proposed Changes to Rent Review Board RRB GUIDELINES June 15 2024 11:04 am
Message	<p>On SECONED READING of this PROPOSAL we see many defects:</p> <p>1) Bottom page -6- the allocation of fees to the Mobile HomeOwners over ONE-Year is very punitive . At Sundance MHP we have dwindled to about 15 Rent Stabilized Homes due to deaths and destruction of Affordable Housing . A small \$18,000 allocation of Long-Form Public Hearing fees to those HomeOwners to be reimbursed in ONE-YEAR would amount to >>>>> 18,000 Div By 15 Div By 12 EQUALS \$100.00 ONE-HUNDRED DOLLARS A MONTH ! The MINIMUM repayment should be NONE , >>>>>>>> or 5 FIVE-YEARS as was the precedent in 2013 and 2016 with the entire neighborhood as the divisor (Div By 88) . In this day and age 2024 we ALL should NOT believe in festering "DISCRIMINATION" by segregating this small group of MHPark HomeOwners ! Everything that the MH Park Owners do should be for the benefit of EVERYONE</p>

Email not displaying correctly? [View it in your browser.](#)

Michael McGuinness

From: Bernadette Bjork
Sent: Wednesday, June 26, 2024 12:38 PM
To: Danielle Lopez
Subject: FW: Online Form Submittal: Contact Executive Staff - Housing Department

FYI

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 25, 2024 4:46 AM
To: Bernadette Bjork <Bernadette.Bjork@escondido.gov>
Subject: Online Form Submittal: Contact Executive Staff - Housing Department

Contact Executive Staff - Housing Department

Your Email Address	RobMHseniors@Yahoo.com
Your Name	Bob
Subject	Proposed NEW Prop K GUIDELINES June 14 2024 11:04 am

Message

NEXT: It must be emphasized in these proposed RRB GUIDELINE changes, to understand very clearly where our 1988 PROP K Law has been violated in reference to & distorted away from 29-104 (g) (3) : "length of time since last . . . increase(s)". In 2013 and 2016 against Sundance MHomeOwners, the Escondido Rent Review Board RRB jumped backwards past previous rent increases that had ALREADY been lawfully assessed and PAID, to ignore them and stamp [blur] over the top of them, adding rent increases contrary to the 29-104 (g) (3) regulation .

>> Whether by Long-Term Leases expiring recently (as in Jan 2011 Sundance MHP) -OR- the Escondido RRB Decisions

(SHORT OR LONG), >>the previous rent increases SHOULD NOT be doubled down ONTO ! At Sundance MHP the 2013

Long-Form Public Hearing went back to blur over 25 years of lease rent increases back to 1986 . Was the MH Park Owner

such a BAD businessman that the Escondido RRB had the right to rewrite his voluntary Long-Term Leases for that 25 year

business PLAN ? ? ? ?

The City Attorney for Escondido received a formal letter in 2016 from our Sundance Attorney stating this PROP K Law requirement and citing very formal language for legal consideration. The Escondido City Attorney dismissed our letter.

We complained to the CA State BAR & SD Grand Jury about this and other improprieties that happened our 2016 Public RRB Public Hearing . We had a SD Hearing and also after that, two Escondido CITY Attorneys were no longer at their jobs.

Email not displaying correctly? [View it in your browser.](#)

Michael McGuinness

From: Bernadette Bjork
Sent: Wednesday, June 26, 2024 12:38 PM
To: Danielle Lopez
Subject: FW: Online Form Submittal: Contact Executive Staff - Housing Department

FYI

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 25, 2024 4:06 AM
To: Bernadette Bjork <Bernadette.Bjork@escondido.gov>
Subject: Online Form Submittal: Contact Executive Staff - Housing Department

Contact Executive Staff - Housing Department

Your Email Address RobMHseniors@Yahoo.com

Your Name Bob

Subject NEXT June 14 2024 11:04 Proposed RRB GUIDELINES

Message

Is is shocking that the City Housing Department (& the City Attorney) would not list herein & follow the terms that define the 1988 Escondido Voters Initiative Prop K Law decision process. At 29-104(g) it is very clearly written that the RRB must be: >>>> "just, fair, and reasonable" , with the idea that means to BOTH parties, not just trying very hard to please the MH Park Owner(s) ! A recent example of this is the November 2023 Eastwood Meadows Long-Form Public Hearing, when the CITY DID NOT follow the proper notice requirements here in the existing Guidelines to have advance notice of fees to be assessed at that Public Hearing to be added to the RRB rent increase decision. BIG SURPRISE to HomeOwners at Eastwood Meadows MH Park who were NOT be able to offer rebuttal as required by CA and Federal equal protections !

It is starting to become very clear that the next challenges to the improper application by the City of Escondido with our 1988 PROP K Law will have to be Federal Civil Rights Lawsuits. An example of this is the gross distortion of the Long-Form Public Hearing process & RRB decision a few months ago (2024) for the Town & Country MH Park. The Prop K Law was NOT adhered to for a Long-Form Public Hearing of a financial audit, but only improperly extended a Short-Form CPI process more than the properly allowed 2-years in to the past. But the Escondido City Staff & RRB used the CPI all the way to 2018

and did NOTHING to understand the net profit of the MH Park business as was requested many times by the CITY expert RSG. RSG did discover many false submittals, such as capital expenses that received grant reimbursements -BUT- the Town & Country Business Owners were asking the residents to reimburse them!

Please delineate very clearly [many times] in these PROPOSED GUIDELINES that this analytic process of the Escondido CITY Housing Department -AND- the RRB decision is to be "just, fair, and reasonable for everyone" !

Email not displaying correctly? [View it in your browser.](#)

Michael McGuinness

From: Bernadette Bjork
Sent: Wednesday, June 26, 2024 12:38 PM
To: Danielle Lopez
Subject: FW: Online Form Submittal: Contact Executive Staff - Housing Department

FYI

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 25, 2024 6:37 AM
To: Bernadette Bjork <Bernadette.Bjork@escondido.gov>
Subject: Online Form Submittal: Contact Executive Staff - Housing Department

Contact Executive Staff - Housing Department

Your Email Address	RobMHseniors@Yahoo.com
Your Name	Bob
Subject	Guideline changes June 14 2024 11:04 am for Escondido Rent Review Board

Message

Next: The requirement for ALL of the Escondido MH Park HomeOwners to assist in the new purchase of the Property & Or MH Park Business is BAD POLICY. The newest Business purchasers should factor in the Property Taxes, fees and ALL other costs of their purchase of the thriving, successful Business, and >>> NOT RELY on reimbursement for any and ALL purchase costs from the hapless MH Park HomeOwners ! The new proposed Guidelines should state for 29-104 (g) (5) "Changes in Property Taxes" >>>>>>>>> Those specific Increases in business purchase expenses:

Will & SHALL BE CAPPED AT + 2% for EACH Long-Form Escondido RRB Public Hearing Decisions with existing

Escondido MH Park HomeOwners. This is just like the 1978 PROP 13 protections that all existing CA residents have.

This is equal protection under our CA & Escondido Laws.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Saturday, August 3, 2024 10:25 AM

To: Dane White <Dane.White@escondido.gov>; Teresa Collins <Teresa.Collins@escondido.gov>; Lori Pike <Lori.Pike@escondido.gov>

Subject: Online Form Submittal: Contact Mayor Dane White

Contact Mayor Dane White

Your Email Address	RobMHseniors@Yahoo.com
Your Name	Bob
Subject	Rent Review Board RRB Guidelines have proposed revisions
Message	<p>Our CITY has the 1988 PROP K Law for Rent Review to have a public hearing for the City Council decision to increase Mobile HomeOwners monthly rents. As a California Voter Proposition, there is a very specific process to make changes to any CA Proposition. The Escondido City Attorney and the Housing Department have a future agenda item to make changes to the RRB Guidelines (also called "Regulations" in this recent City Council notice). We understand that as of this date there have been no 'negotiations' with the EMPAC Mobile HomeOwners VOTERS' advocate for these proposed 2024 severe changes .</p> <p>There is proposed written language that violates the CA Civil Code 798.49 (d) 3 >>>> in adding FEES to the Mobile HomeOwners for the Escondido City Council Public RRB Hearing decision. The Escondido City Attorney alleges falsely that case law supports that fee to the HomeOwners, but his reference is only a case that penalizes the CITY for delays. The Mobile HomeOwners should NOT be treated like losers of a court case paying the hearing costs of the winner. Is this a WIN-WIN "fair" situation for all parties concerned?</p> <p>We continue to wonder why the CITY Council and the City Attorney do NOT want to protect the powerless HomeOwner Residents in Escondido's "Affordable" Mobile Home Communities, as is the intent of OUR LAW.</p> <p>Case law has told the CA MH Park Owners that"they knew what they were buying into"in a Rent Stabilized city.</p>

From: Louise Reed <lreed9124@gmail.com>
Sent: Thursday, August 1, 2024 8:43 AM
To: Danielle Lopez <Danielle.Lopez@escondido.gov>
Cc: Evelyn Langston <elangston649@gmail.com>; joan deVries <jdv6@att.net>
Subject: Rent Review proposed changes

You don't often get email from lreed9124@gmail.com. [Learn why this is important](#)

July 31, 2024

To: Danielle Lopez

Re: Rent Review proposed guideline changes

Please call or e-mail Louise Reed and cc Evelyn Langston for any questions or explanations

lreed9124@gmail.com 760-877-5871

EMPAC's reply to changes in the Rent Review Guidelines proposed by the City

page 9 of revisions (M-L)

The hi-lighted paragraph needs to be totally deleted. The existing paragraph in the Guidelines needs to remain in effect. The proposed provisions would penalize and cause economic harm to the few remaining long-time residents (20 to 30 years) who have faithfully paid their rent all these years. The suggested provisions would allow the park to increase their existing rent to the park average and then add on another 8%, resulting in an increase of \$150 to \$300 per month. This is in direct violation of Prop. K by adding an additional onto the RRB CPI awarded at the next rent application. This is a double rent increase.

Note: The existing Guidelines were agreed upon at the Negotiated V.C. Agreement (RRB-04R and has been working well for all parties.

The other item was about needing stronger enforcement for increased violations - parks need to be responsible for financial accuracy. Enforcement to date is non-existent.

Section 9-10 page 6 General Policies, etc

Item J - last paragraph (addition in blue) needs to be deleted entirely.

This proposed addition would violate MRL Civil Code 798.49(d)(3) This proposed item has been wrongfully assessed in a few past instances. This addition would be UNJUST, UNFAIR, AND UNREASONABLE - Prop. K, 29-104(g)

Section 6-5 page 3 Public Input

Crossed out blue copy should be included.

Section 7-6 Policies, etc. Page 4 cPI

Delete entire 2nd paragraph (red & blue copy) Use EXISTING GUIDELINES. (Rutgers Law Review and numerous other studies concluded that only a portion of the CPI items do not pertain to Park operating costs.) As a result, the allowable increase was set at a maximum of 60%

Section M-L page 9 2.a-b

Delete this paragraph (red copy). This is already stated in e-d In-place Transfer meaning

Sent from [Mail](#) for Windows



STAFF REPORT

August 14, 2024
File Number 0610-55

SUBJECT

DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council designate the Voting Delegate and up to two alternates for the League of California Cities Annual Conference in Sacramento, California on October 16-18, 2024.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE –No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Costs to attend this conference are included in the City Council's Training / Meeting budget.

PREVIOUS ACTION

None

BACKGROUND

The Conference is scheduled October 16-18, 2024 in Long Beach, California. At the Annual Business Meeting the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Attached to this Staff Report is the Voting Delegate Form.

ATTACHMENTS

- a. Attachment "1" - 2024 Voting Delegate Packet

Council Action Advised by September 25, 2024**DATE: Wednesday, July 10, 2024****TO: Mayors, Council Members, City Clerks, and City Managers****RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



STAFF REPORT

August 14, 2024
File Number 0680-20

SUBJECT

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ESTABLISHING A POLICY ON FRIENDSHIP CITIES AND SISTER CITIES

DEPARTMENT

City Council

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-126 establishing a Friendship and Sister City Policy for the City of Escondido.

Staff Recommendation: None (City Council: Mayor Dane White, Councilmember Joe Garcia)

Presenter: Mayor Dane White and Councilmember Joe Garcia

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

N/A

PREVIOUS ACTION

None

BACKGROUND

On August 7, 2024, Mayor Dane White and Councilmember Joe Garcia requested an item be placed on the Future Agenda to adopt a Sister City Policy for the City of Escondido.

RESOLUTIONS

- a. Resolution No. 2024-126

RESOLUTION NO. 2024-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ESTABLISHING A POLICY ON
FRIENDSHIP CITIES AND SISTER CITIES

WHEREAS, the Sister City Program was established in 1956 by President Eisenhower for the purpose of helping cities connect and develop a mutual understanding; and

WHEREAS, Sister City relationships are formed between United States cities and international cities with the goal to thrive locally; and

WHEREAS, the Official Sister City relationships are formed by a formal agreement between the governing body of the United States City and the governing body of the International City. Sister City agreements are protocol agreements, not political agreements; and

WHEREAS, a formal Sister City Agreement should be registered with Sister Cities International (SCI), the organization that maintains contact with the U. S. Department of State; and

WHEREAS, the City Council desires to establish a uniform policy in which the formation of a Friendship City or a Sister City relationship is established between the City of Escondido and another International City; and

WHEREAS, in consideration of establishing a Friendship City or Sister City relationship the following requirements are to be satisfied:

1. There must be area of mutual interest between the City of Escondido and the prospective city in the fields such as, but not limited to culture, arts, music, commerce, education or history.

2. There should be an identifiable, substantial citizen group or an association, which favors the affiliation. Said citizen group or association should intend to pursue a meaningful exchange of ideas and programs once the relationship is established. The group must be in a position to finance its own activities, as the City of Escondido cannot give assurance of financial assistance.
3. An identified civic or official group must exist within the City of Escondido with clear intent to engage in active mutual exchange of ideas and programs.
4. The international city itself must evidence a desire to enter into a Friendship or Sister Relationship with the City of Escondido.
5. The Friendship City relationship may be considered the first step in establishing a Sister City relationship, although, not required in order to establish a Sister City relationship.
6. Any Councilmember may request consideration of a Friendship or Sister City relationship.
7. A Friendship City relationship may be established by the Mayor's approval or by City Council vote.
8. A Friendship City relationship requires an MOU establishing the link between the cities.
9. In order to establish a Sister City relationship a vote, of approval from City Council is required.
10. A Sister City relationship requires an MOU between the City of Escondido and the international city endorsing the link between the cities.
11. A Sister City relationship must be recognized by the Sister Cities International (SCI), which would require membership with SCI.

12. After the agreement has been approved, the new Friendship City or Sister City shall maintain active participation with the citizen group, association, civic organization or official group aforementioned.

13. Termination of a Friendship City or a Sister City relationship must be done by City Council vote. Termination should be considered when either the City no longer desires to be in a relationship or the relationship has become inactive.

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. The City Council finds it to be in the best interest of the City to establish a policy as Friendship and Sister Cities consistent with findings in this Resolution.



CITY of ESCONDIDO
FUTURE AGENDA

8/28/2024

PRESENTATION - SAN DIEGO COUNTY WATER AUTHORITY SOUTHERN FIRST AQUEDUCT FACIITIES IMPROVEMENT PROJECT

PRESENTATION - SAN DIEGO COUNTY DISTRICT ATTORNEY'S OFFICE REVIEW OF PROP 36

CURRENT BUSINESS - (C. MCKINNEY) - REVIEW OF CALIFORNIA CENTER FOR THE ARTS ESCONDIDO FACILITY MANAGEMENT RFP PROCESS

CURRENT BUSINESS - (C. MCKINNEY) - GENERAL PLAN AMENDMENT INITIATION

CURRENT BUSINESS - (D. WHITE / M. MORASCO) - SEGURRO BATTERY FACILITY

CURRENT BUSINESS - (D. WHITE / J. GARCIA) - SISTER CITY POLICY PROPOSAL

9/4/2024 - NO MEETING (LABOR DAY)