



# CITY of ESCONDIDO

MEASURE I CITIZENS' OVERSIGHT COMMITTEE

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Wednesday, October 08, 2025 at 5:00 PM  
Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

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## WELCOME TO YOUR COMMITTEE MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Committee.

### CHAIR

Patrick Hall

### VICE CHAIR

Carol Rogers

### SECRETARY

Joe Portman

### COMMITTEE MEMBERS

Sabrina Covington

Karl Trujillo

Garrison Ham

### CITY CLERK

Zack Beck

## HOW TO WATCH

The City of Escondido provides the following way to watch a Committee meeting:

### In Person



201 N. Broadway, Escondido, CA 92025



# CITY of ESCONDIDO

## MEASURE I CITIZENS' OVERSIGHT COMMITTEE

### MEETING AGENDA

#### FLAG SALUTE

#### ROLL CALL

**1. REQUEST FOR PROPOSALS FOR MEASURE I LOCAL DISTRICT TAX PROFESSIONAL AUDITING SERVICES**

Staff recommends that the Measure I Citizens' Oversight Committee approve the attached Request for Proposals (RFP) No. 26-05 for Measure I Local District Tax Professional Auditing Services and authorize the City Clerk to release the RFP to qualified certified public accounting firms.

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

Presenter: Zack Beck, City Clerk

**2. MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAW UPDATE**

Request the Measure I Citizens' Oversight Committee update the bylaws approved on August 6, 2025 to clarify residential requirement language.

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

Presenter: Zack Beck, City Clerk

**3. SMART CITY UPDATE**

Request the Citizens' Oversight Committee receive and file an update on the Smart City Line Item in the Fiscal Year 2025/26 Annual Operating Budget adopted by the City Council.

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

#### ADJOURNMENT

#### ORAL COMMUNICATION

#### FUTURE AGENDA ITEMS



# CITY *of* ESCONDIDO

MEASURE I CITIZENS' OVERSIGHT COMMITTEE

## HOW TO PARTICIPATE

The City of Escondido provides one way to communicate with the Committee during a meeting:

### In Person



Fill out Speaker Slip and Submit to City Clerk

## ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at (760) 839-4643. 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.





# STAFF REPORT

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October 8, 2025  
File Number 0610

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## SUBJECT

### REQUEST FOR PROPOSALS FOR MEASURE I LOCAL DISTRICT TAX PROFESSIONAL AUDITING SERVICES—

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Staff recommends that the Measure I Citizens' Oversight Committee approve the attached Request for Proposals (RFP) No. 26-05 for Measure I Local District Tax Professional Auditing Services and authorize the City Clerk to release the RFP to qualified certified public accounting firms.

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

Presenter: Zack Beck, City Clerk

## BACKGROUND

In the November 2024 election, Escondido voters approved Measure I, which implemented a one-cent sales tax increase, raising the sales tax rate from 7.75% to 8.75%. Measure I is a general tax that can be used for general governmental purposes, including providing public safety, addressing homelessness, improving streets and sidewalks, increasing police and fire services, reducing traffic congestion, and maintaining parks and open space.

Ordinance No. 2024-08, adopted with the approval of Measure I, established the Citizens' Oversight Committee to ensure citizen participation, open discussions, and accountability regarding the use of revenue generated under this measure. The Committee consists of five members: one Officer of the Escondido Police Officers Association, one Officer of the Escondido Firefighters Association, and three members appointed by the City Council.

Section 3 Part F of Ordinance No. 2024-08 describes the Powers and Duties of the Committee, which include reviewing the revenue collected pursuant to Measure I and providing an audit report on the use of that revenue to the City Council at least annually, no later than ninety days following the conclusion of each fiscal year.

To fulfill the Committee's mandate, staff has prepared RFP No. 26-05 to solicit proposals from qualified certified public accounting firms to prepare audit reports on the use of Measure I Local District Tax revenue for fiscal years ending June 30, 2026, 2027, and 2028, with the option of extending the contract for two additional one-year periods at the Committee's sole discretion.



# CITY *of* ESCONDIDO

## STAFF REPORT

### Scope of Work

The selected auditor will be required to:

- Audit and issue a report on the use of the Measure I Local District Tax Fund revenue
- Audit the financial activity in the Fund to ensure that all expenses are accounted for in the Operating or Capital Budgets and approved by the City Council
- Retain all working papers and reports for a minimum of seven years
- Make working papers available to the City and any other authorized third parties

### Proposal Requirements

Prospective consultants must submit proposals that include:

1. Transmittal Letter
2. Consultant/Firm Profile
3. Audit Understanding and Approach
4. Proposed Scope of Services
5. Relevant Experience
6. Manager and Key Staff Information
7. Cost Proposal

### Selection Criteria

Proposals will be evaluated based on the following weighted criteria:

- Thoroughness and understanding of tasks (30%)
- Background and experience with similar projects and public sector experience (20%)
- Firm expertise and overall experience of assigned personnel (25%)
- Ability to provide required services in a timely manner (20%)



# CITY of ESCONDIDO

## STAFF REPORT

- Value delivered (5%)

### Timeline

The proposed schedule includes:

- RFP Release: October 9, 2025
- Question Submittal Due: November 7, 2025
- RFP Response and Proposal Due: November 7, 2025, by 5:00 p.m.
- Committee Review of Proposals: To be determined
- Consultant Presentations/Interviews: To be determined

All proposals must be submitted via email to [zack.beck@escondido.gov](mailto:zack.beck@escondido.gov) no later than 5:00 p.m. on November 7, 2025.

### FISCAL IMPACT

The fiscal impact will be determined upon receipt and evaluation of proposals. Funding for the auditing services will be appropriated from the Measure I Local District Tax Fund. The Committee will have the opportunity to review cost proposals as part of the selection process. Any contract resulting from this RFP will be subject to annual appropriations and will be funded on a fiscal year basis.

### ATTACHMENT

- A) RFP No. 26-05 for Measure I Local District Tax Professional Auditing Services
- B) Ordinance No. 2024-08
- C) City of Escondido Standard Consulting Agreement

**Zack Beck**  
City Clerk  
201 North Broadway, Escondido, CA 92025  
760-839-4560 | [zack.beck@escondido.gov](mailto:zack.beck@escondido.gov)

October 9, 2025

**RE: Notice to Vendors - Request for Proposals (“RFP”) No. 26-05 – Measure I Local District Tax Professional Auditing Services**

Notice is hereby given that the Citizen’s Oversight Committee for the City of Escondido (“Committee”) is accepting proposals from qualified certified public accounting firms to audit the use of revenue from the Measure I Local District Tax Fund in accordance with Ordinance No. 2024-08 Section 3 Part F (attached as Exhibit 1).

Prospective contractors must complete the enclosed Proposal Form and submit via email to [zack.beck@escondido.gov](mailto:zack.beck@escondido.gov) **no later than 5 p.m. on November 7, 2025** (“Submission Deadline”). Prospective contractors may also include additional information with the Proposal Form. Any proposal received after the Submission Deadline will not be accepted.

The selected contractor must provide an Escondido Business License, insurance documentation, and meet all other requirements of the City’s form Consulting Agreement prior to commencing work. The City’s form Consulting Agreement is attached as Exhibit 2 and incorporated by this reference. Please see the Scope of Work included in Exhibit 2 for more detailed information regarding the services.

Questions or comments concerning this RFP must be submitted via email to [zack.beck@escondido.gov](mailto:zack.beck@escondido.gov) by 5 p.m. on November 7, 2025.

The City of Escondido reserves the right to reject any or all proposals for any reason it deems necessary and to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City of Escondido. This RFP does not commit the City of Escondido to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,  
Zack Beck  
City Clerk

## SECTION I: Schedule

The following is the Committee's best estimate of deadlines relating to this RFP and are not binding on the Committee:

Activity	Date
RFP Released	
Question Submittal Due	
Response to Questions Released	
RFP Response and Proposal Due	
Committee Review of Proposals	
Notification of Interviews	
Consultant Presentations/Interviews	

Note: The Committee expressly reserves the right to make modifications to the estimated deadlines and dates described in this Section I.

## SECTION II: Project Objective

The Citizen's Oversight Committee of City of Escondido ("Committee") is requesting proposals ("RFP") from qualified certified public accounting firms to prepare an audit report on the use of Measure I Local District Tax revenue for the fiscal years ending June 30, 2026, 2027, and, 2028 with the option of extending the contract for two (2) additional one-year periods, at the Committee's sole discretion.

## SECTION III: Introduction/Background

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California.

In the November 2024 election, Escondido voters approved Measure I. This measure implements a one-cent sales tax increase, raising the sales tax rate from 7.75% to 8.75%. Measure I is a general tax that can be used for general governmental purposes. The ballot language approved by voters specifically included these items as potential uses:

- ✓ Providing public safety
- ✓ Addressing homelessness
- ✓ Improving streets, sidewalks, and infrastructure
- ✓ Increasing police, fire, and paramedic services
- ✓ Reducing traffic congestion
- ✓ Maintaining parks, trails, and open space

Ordinance No. 2024-08 adopted with the approval of Measure I, establishes a Citizens Oversight Committee to ensure citizen participation, open discussions, and accountability regarding the use of the revenue generated under this Division. The Citizens Oversight Committee consists of five (5) members, as follows: one Officer of the Escondido Police Officers Association, one Officer of the Escondido Firefighters Association, and three members appointed by the City Council.



## SECTION IV: Scope of Work

### A. General

Ordinance No. 2024-08 Section 3 Part F describes the Powers and Duties of the Committee which is to review the revenue collected pursuant to the Measure and provide an audit report on the use of that revenue to the City Council at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee is soliciting the services of qualified firms of certified public accountants to prepare this audit report for the fiscal years ending June 30, 2026, 2027, and, 2028 with the option of extending the contract for two (2) additional one-year periods.

### B. Reports to be Issued

Audit and issue a report on the use of the Measure I Local District Tax Fund revenue.

- Audit the financial activity in the Fund to ensure that all expenses are accounted for in the Operating or Capital Budgets and approved by the City Council.

### C. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years. The auditors will be required to make working papers available to the City and any other third parties authorized by the City. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### D. Assistance to be Provided to the Auditor and Report Preparation

City Finance Department Staff: The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, explanations, and preparation of necessary schedules.

## SECTION V: Proposal Requirements

Prospective Consultants are responsible for preparing an effective, clear, and concise proposal. The proposal shall demonstrate the qualifications, competence, and capacity of the prospective Consultant to provide the services described in, and in conformity with, the requirements of this RFP.

By submitting a proposal in response to this RFP, the prospective Consultant is certifying it takes no exceptions to the RFP and will accept the City's terms and conditions. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal.

To be considered responsive, proposals must contain the following information in the order listed:

1. Transmittal Letter: The letter should provide a brief summary of the proposal, concisely describing the audit, its goals and the proposed plan of implementation.
2. Consultant/Firm Profile: Provide a general overview of the firm and consultant(s) that will be assigned to the audit.

3. Audit Understanding and Approach: Describe the firm/consultant's approach to completing the audit successfully; methodologies and technologies you would employ, key milestones and processes you would employ, and estimated timeline for completing the scope of work.
4. Proposed Scope of Services: Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the Committee's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
5. Relevant Experience: Describe the firm/consultant's experience in conducting similar audit reports. Include information regarding the resumes of consultant(s) that will be assigned and any other relevant information to demonstrate the firm's experience with engagements of similar size and scope.
6. Manager / Key Staff: Please include information about the specific relevant experience for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the Committee.
7. Cost Proposal  
 Total All-Inclusive Not To Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Rates for Additional Professional Services: If it should become necessary for the Committee to request the successful consultant to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Committee and the firm. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

## SECTION VI: Selection/Award Criteria

Proposals will be evaluated based on the following criteria:

Thoroughness and understanding of the tasks to be completed	30
Background and experience with similar projects and public sector experience in municipal settings	20
Firm's expertise and overall experience of personnel assigned to the work	25
Ability to provide the required services in a timely manner within the City's standard professional service agreement	20
Value delivered	5
<b>Total</b>	<b>100</b>

The Committee will act as the sole judge of information submitted in response to this RFP. The Committee reserves the right to: (1) request additional information or clarification of any submitted information, (2) cancel or amend this RFP, including the proposal evaluation process, at any time, and (3) not enter into any contract resulting from this RFP and issue similar solicitations in the future.

The Consultant awarded the Project ("Consultant") shall enter into a consulting services agreement in substantially the same form as the City's standard Consulting Agreement, which is attached to this RFP as Exhibit 2 and incorporated herein by this reference. Consultant shall enter into the consulting services agreement within 30 days of the City's notice of award of the Project.

The Consultant's proposal submitted in response to this RFP will become part of the consulting services agreement. Any proposed waiver, or change to Exhibit 2 must be clearly identified in Consultant's proposal. Any terms of a submitted proposal that seek to alter or effect the indemnification or licensing requirements of this RFP or Exhibit 1 are not permitted. The requirements and service standards of this RFP and the responses of the Consultant will be incorporated by reference into the resulting agreement regarding the Project.

## **SECTION VII: General Terms and Conditions**

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. Public Information: The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. Addendums: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. Proposal Preparation Cost: The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. Withdrawal of Proposal: A prospective consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.
6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the Prospective consultant if the City determines that said Prospective consultant has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. Optional Items: Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.

8. Business License: The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.
9. Signature: All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.
11. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.
12. Right to Request Additional Information: Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.
13. Right to Determine Financial Responsibility and Viability: The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
14. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.
15. Award of Contract: Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within seven calendar days after notification of award, the City may, subject to its sole discretion, (i) give notice to the prospective consultant of the City's intent to select from the remaining prospective consultants or (ii) issue a new RFP for the services.
16. Contract Funding: The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.
17. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable

to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

18. Equal Employment Opportunity: The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.
19. Consulting Agreement: Consultants submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.
20. Prospective Consultant's Invoices: Invoices shall be prepared and submitted to the City Finance Department, ATTN: Christina Holmes, 201 N. Broadway, Escondido, CA 92025 or via email to [christina.holmes@escondido.gov](mailto:christina.holmes@escondido.gov). Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.
21. Payment Terms: The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective consultant's invoice or upon receipt of the goods or services, whichever is later.
22. Insurance Requirements: The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.
23. Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a proposal, Consultant represents that it is not a target of Economic Sanctions. Should the State determine Consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Consultant's proposal any time prior to contract execution, or , if determined after contract execution, shall be grounds for termination by the State.
24. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

\_\_\_\_\_  
YES

\_\_\_\_\_  
NO

**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_.

Date

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature

Title \_\_\_\_\_

Title \_\_\_\_\_

Of \_\_\_\_\_

Of \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, City Attorney

By: \_\_\_\_\_

## ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING CHAPTER 25, ARTICLE 2, DIVISION 2, SECTION 25-33.1 THROUGH 25-33.14 TO THE ESCONDIDO MUNICIPAL CODE TO ESTABLISH A ONE-CENT GENERAL TRANSACTIONS AND USE (SALES) TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION INCLUDING PROVISIONS FOR CITIZENS' OVERSIGHT AND ACCOUNTABILITY

WHEREAS, on January 9, 2024, proponents for the Escondido Community Investment Initiative ("Proponents") filed a Notice of Intention to Circulate a Petition in the City of Escondido ("City"), to establish a one-cent general transaction and use (sales) tax increase, for twenty years, pursuant to California Elections Code Section 9202 ("Petition"), with the Office of the City Clerk for the City of Escondido ("City Clerk"); and

WHEREAS, on January 17, 2024, the City Attorney for the City of Escondido drafted a Ballot Title and Summary, pursuant to California Elections Code section 9203(a). The City Clerk provided the Ballot Title and Summary to the Proponents, pursuant to California Elections Code Section 9203(b); and

WHEREAS, on January 25, 2024, Proponents published the Notice of Intention to Circulate a Petition and the Ballot Title and Summary in the Escondido Times-Advocate, pursuant to California Elections Code Section 9205. The Proponents provided a copy of the proof of publication to the City Clerk, pursuant to California Elections Code Section 9206. After the Notice of Intention to Circulate a Petition and the Ballot Title and Summary were published, Proponents commenced circulation of the Petition, pursuant to California Elections Code Section 9207; and

WHEREAS, on May 31, 2024, Proponents filed the Petitions with the City Clerk and the City Clerk conducted a prima facie count of the signatures, pursuant to California Elections Code Section 9210. On

June 3, 2024 the City Clerk provided the Petitions to the San Diego County Registrar of Voters for verification, pursuant to California Elections Code Section 9115(a); and

WHEREAS, on June 18, 2024, the San Diego County Registrar of Voters informed the City Clerk that 7,717 signatures for the Escondido Community Investment Initiative had been verified, via their 3 percent Random Sample Count. Per the San Diego County Registrar of Voters Registration Report that was on file prior to the Notice of Intention being submitted to the City Clerk's Office on January 9, 2024, the number of signatures required to qualify a measure for the ballot in Escondido was 7,748; and

WHEREAS, on June 19, 2024, the City Clerk requested that the San Diego County Registrar of Voters proceed with conducting a full count of all signatures submitted for the Escondido Community Investment Initiative; and

WHEREAS, on June 20, 2024, the San Diego County Registrar of Voters notified the City Clerk that their official deadline to count the remaining signatures is October 8, 2024; and

WHEREAS, the deadline to place a measure on the November 5, 2024 General Election Ballot is August 9, 2024; and

WHEREAS, pursuant to Article XIIC of the California Constitution, and California Revenue and Taxation Code section 7285.9, the City has the authority to enact a local sales tax for general purposes with the approval of the majority of voters in the City voting in an election on the issue.

NOW, THEREFORE, subject to approval by an affirmative, simple majority vote of the people as required by law, THE PEOPLE OF THE CITY OF ESCONDIDO, CALIFORNIA, DO ORDAIN AS FOLLOWS:



## SECTION 1. TITLE.

Division 2 of Article 2 of this chapter shall be known as the "Escondido Community Investment Measure."

The City of Escondido hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

## SECTION 2. PURPOSE.

The purpose of this measure is to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish these purposes:

A. To impose a retail transaction and use tax, in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority vote of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transaction and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting California State Sales and Use Taxes.

D. To adopt a retail transaction and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the

Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of the Ordinance.

E. To provide transactions and use tax revenue for unrestricted general revenue purposes, and not specific purposes. All the proceeds from the tax imposed by this Division shall be placed in the City's general fund and be available for any legal municipal purpose.

### SECTION 3. CODE AMENDMENT.

The Escondido Municipal Code is hereby revised to create a Chapter 25, Article 2, Division 1 incorporating without amending existing Sections 25-17 through 25-32, inclusive, to be titled "Uniform Local Sales and Use Tax;" replacing reserved section 25.33 by adding Chapter 25, Article 2, Division 2, Sections 25-33.1 through 25-33.14 as set forth below, thereby enacting a local transaction and use tax within the City of Escondido to be administered by the California Department of Tax and Fee Administration:

### **CHAPTER 25, ARTICLE 2, DIVISION 2. ONE CENT SALES TAX**

#### **Section 25-33.1. Transactions and Use Tax Imposition Rate.**

A. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Division.

B. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this Division for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**Section 25-33.2. Operative Date.**

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the approval of the voters of the City of a measure approving the imposition of the transactions and use tax set forth herein, unless a later Operative Date becomes effective under the provisions of Section 25-33.4.

**Section 25-33.3. Termination Date.**

The authority to levy the tax imposed by this Division shall expire twenty (20) years after the Operative Date.

**Section 25-33.4. Contract with California Department of Tax and Fee Administration.**

Prior to the Operative Date, City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this Division; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract, and in such a case the Operative Date shall be the first day of the first calendar quarter following the effective date of such a contract.

**Section 25-33.5. Place of Sale.**

For the purposes of this Division, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of tax and Fee Administration.

### **Section 25-33.6. Adoption of Provisions of State Law.**

Except as otherwise provided in this Division and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Division as though fully set forth herein.

### **Section 25-33.7. Limitations on Adoption of State Law and Collection of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action be taken by or against this City or any agency, office, or employee thereof, rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Division.

3. In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said

provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

**Section 25-33.8. Permit Not Required.**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Division.

**Section 25-33.9. Exemptions and Exclusions.**

A. There shall be excluded from this Division of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to

registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft license in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Division.

5. For the purposes of subsections (B)(3) and (B)(4) of this section, the sale or lease of tangible personal property shall be deemed to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Division, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity

issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Division.

5. For the purposes of subparagraphs (C)(3) and (C)(4) of this section, storage, use, or other consumption, or possession of, or exercise or any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (C)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the

Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Division may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumptions of which is subject to the use tax.

**Section 25-33.10. Amendments to Revenue and Taxation Code.**

All amendments subsequent to the Operative Date of this Division to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Division; provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Division.

**Section 25-33.11. Enjoining Collection Forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Division, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Section 25-33.12. Amendments by City Council.**

The following amendments to this Division must be approved by the voters of the City: terminating the tax, increasing or decreasing the tax rate; revising the methodology for calculating the tax, such that a tax increase would result; or, imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of law). The City Council may otherwise amend this Division without submitting the amendment to the voters for approval.



### **Section 25-33.13. Use of Proceeds.**

The proceeds from the tax imposed by this Division shall be for unrestricted general revenue purposes of the City and shall be received into the general fund of the City. Nothing in this Division shall constitute the tax imposed under this Division as a special tax, or bind the City to use the proceeds for any specific purpose or function; the City Council shall retain discretion to expend the proceeds of the tax for any lawful purpose of the City.

### **Section 25-33.14. Citizens' Oversight and Accountability.**

- A. Purpose. The purpose of the Citizens' Oversight Committee is to ensure citizen participation, open discussion, and accountability regarding the use of the revenue generated under this Division.
- B. Establishment. A Citizens' Oversight Committee ("Committee") is hereby established to oversee revenues received by the City from the transaction and use tax imposed pursuant to this Division, and to ensure that tax revenues are used by the City in a manner consistent with the voter approved measure adopting this Division.
- C. Appointment and Composition of Committee Members.
  - 1. The Citizens' Oversight Committee shall consist of five (5) members, as follows:
    - a. One (1) member shall be a current serving Officer of the Escondido Police Officers Association, as selected by the Association's Board of Directors.
    - b. One (1) member shall be a current serving Officer of the Escondido Firefighters Association, as selected by the Association's Board of Directors.
    - c. Three (3) members shall be appointed by the City Council, as follows:
      - i. One (1) member shall be active in a business organization representing the business community located in the City.
      - ii. One (1) member shall be a representative of the San Diego County Taxpayers Association. In the case that a member of the San Diego

County Taxpayers Association cannot be identified to serve on the Committee, solicitation for representation of a bona-fide taxpayers association shall be opened to the broader community.

iii. One (1) member shall be of the community at-large.

2. The City Council shall also appoint one (1) alternate member who will serve only when quorum is not met without his or her participation.
  3. If no representative is able and willing to serve on the Committee in any of the appointment categories specified in subsection (1), the City Council shall have the discretion to appoint a member of the community at-large to fill that Committee position.
  4. Upon their appointment and during their incumbency, members of the Committee shall be and remain residents of the incorporated territory of the City. Current and past employees, officials or vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney.
  5. Candidates for Committee membership pursuant to subsection (1)(c) shall be solicited through an open application process that is promoted through a broad-based recruitment process. Any resident of the incorporated territory of the City of voting age is eligible to apply for Committee membership, subject to the appointment categories specified in subsection (1)(c). All applications will be reviewed by the City Council, who will collectively have the authority to make all final decisions on committee membership.
- D. Terms of Service; Vacancies.
1. Members of the Committee shall be appointed for terms of two (2) years. No committee member shall serve more than three (3) consecutive terms.

2. Committee members whose terms expire shall continue to serve until their successor is appointed and qualified. If a vacancy occurs other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.
3. Should a member of the Committee fail to attend two (2) consecutive regular meetings, unless excused for cause by the chairperson, that member's service shall be deemed vacant and the member's term ended. The Committee secretary shall immediately notify the City Council of such termination.
4. Committee members shall serve at the pleasure of the City Council and may be removed in the sole determination, with or without cause, notice, hearing or appeal, by the City Council.
5. All Committee members' terms will end when the Escondido Community Investment Measure terminates pursuant to Section 25-33.3.

E. Meetings; Officers; Rules of Procedure; Quorum.

1. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held at least bi-annually.
2. The Committee shall elect a chairperson, vice-chairperson and secretary. Their respective duties shall be as are usually carried out by such officers. In the chairperson, vice-chairperson or secretary's absence or disability, the Committee may designate a chairperson, vice-chairperson or secretary pro tempore. Officers shall hold office for one year and until their successors are elected.
3. A majority of the committee shall constitute a quorum for the transaction of business.
4. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

5. Orientation and training is mandatory for all new committee members. Each committee member shall attend such orientation and training prior to their first regular committee meeting.

F. Powers and Duties.

1. The Citizens' Oversight Committee shall review the revenue collected pursuant to this Division and provide an audit report on the use of that revenue to the City Council at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee shall confine its oversight specifically to revenues generated under this Division.
2. The City Manager or his or her designee shall provide any reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

SECTION 4. EFFECTIVE DATE.

This ordinance shall be binding and effectively immediately, upon the approval of a simple majority of the voters voting on the question at an election called for that purpose.

SECTION 5. SEVERABILITY.

If any provision of this Division or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Division which can be given effect without the invalid provision or application, and to this end the provisions of this Division are severable.

This City Council and the People of the City of Escondido hereby declare that they would have adopted the ordinance codified in this Division irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Chapter or Division be enforced.

SECTION 6. INCONSISTENT PROVISIONS.

If any provision of this ordinance conflicts with other provisions contained in the Escondido Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, the provisions of this ordinance shall supersede any other conflicting provision.

SECTION 7. CONFLICTS WITH STATE AND FEDERAL LAW.

The provisions of this ordinance shall not apply to the extent that they would violate state or federal laws.

SECTION 8.

The City Clerk shall be authorized, but it not required, to replace the term "Escondido Community Investment Measure" wherever it appears in this ordinance, and in Resolution No. 2024-08, with the respective ballot designations determined by the County Registrar before this ordinance is codified.



## CITY OF ESCONDIDO CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: [name of primary City staff contact]  
760-xxx-xxxx  
("CITY")

And: [Name]  
[Entity Type: e.g., "a California corporation"]  
[Street address]  
[City, state, zip code]  
Attn: [name of contact]  
[Telephone number]  
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do];

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of [\$Dollar Amount].

CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
    - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
  - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
  - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.



(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

- a. [Please use this subsection (and delete subsections b and c, below) if this is a **NON-CONSTRUCTION** contract and *is not* regarding a DESIGN PROFESSIONAL (see subsection c for types of DESIGN PROFESSIONALS)] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. [Please use this subsection (and delete subsections a and c) if this is a **CONSTRUCTION** contract and *is not* regarding a DESIGN PROFESSIONAL] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply

with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- c. [Please use this subsection (and delete subsections a and b, above) if this is a contract regarding a **DESIGN PROFESSIONAL** (Types of DESIGN PROFESSIONALS include: licensed architect, landscape architect, professional engineer, professional land surveyor)] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
  - d. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
  - e. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
  10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
  11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
  12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
  13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. [Please keep this section for **PUBLIC WORKS PROJECTS** that are either (1) for new construction, alteration, installation, demolition, or repair and valued at more than \$25,000, or (2) for maintenance

and valued at more than \$15,000 (see Labor Code § 1720). Delete this Section 23 if it does not apply.] Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
[City Manager/Department Head/Designee Name/Title]

[CONSULTANT COMPANY NAME]

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

*This section should include a general statement about the purpose/objective of the contract, including what is being done under the contract and who is doing it.*

**Example:** Company LLC, a Delaware limited liability company (“Consultant”) will provide the City of Escondido, a California municipal corporation (“City”) with consulting services related to the City’s trail expansion project.

#### B. Location

*This section should include the location(s) where the contract will be performed.*

**Example:** Consultant to provide services in relation to the City’s trail expansion project, including certain services located at the project site, 4321 1st Avenue, Escondido, CA 92029.

#### C. Services

*This section should describe the services the Consultant is to provide to the City, dividing the services into separate tasks if applicable.*

**Example:**

1. Perform initial site visit to evaluate potential improvements to trail.
2. Conduct topographic survey of trail area.
3. Provide final survey to the City, along with written report analyzing trail area and providing recommendations for location/scope of potential improvements.

#### D. Scheduling

*This section should describe when the services should be performed, including any related scheduling requirements.*

**Example 1:** Consultant to schedule specific dates of work in advance by contacting Staff Stafferson at 760-222-2222 or sstafferson@escondido.org. Further instructions will be provided upon scheduling.

#### E. Contract Price and Payment Terms

*This section should state the contract price, what is included or not included within the contract price, and the terms and schedule for any payments.*

**Example 1:** The contract price shall not exceed \$5,000. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will 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.

**Example 2:** The contract price shall not exceed \$20,000. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

**F. Term**

*This section should provide the time frame for the entire project or term of the contract. If possible, provide the starting and completion date.*

**Example 1:** The term of this Agreement shall be from the Effective Date of the Agreement through September 30, 2020.

**Example 2:** The term of this Agreement shall be for one year, commencing on the Effective Date of the Agreement.

**G. Other**

*Some contracts may include unique requirements or provisions that do not fall within the above general categories (e.g., license/permit requirements, warranties, reference and incorporation of technical specifications or other documents). Any of these unique requirements/provisions should be listed here, or delete this section if not applicable.*

## ATTACHMENT “B”

### Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below. [Please indicate “N/A” if no person is designated (e.g., if CONSULTANT is a sole proprietor and will not use additional personnel).]

1. [Name, Title, Email Address, Company]; and
2. [Name, Title, Email Address, Company].

CONSULTANT shall not add or remove persons from this Personnel List without the City’s prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City’s prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City’s prior written consent.

Acknowledged by:

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

\_\_\_\_\_  
[CONSULTANT Name/Title]





# STAFF REPORT

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October 8, 2025  
File Number 0610

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## SUBJECT

### MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAW UPDATE -

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the Measure I Citizens' Oversight Committee update the bylaws approved on August 6, 2025 to clarify residential requirement language.

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

Presenter: Zack Beck, City Clerk

## BACKGROUND

On November 5, 2024, the voters of Escondido approved Measure I, the Escondido Community Investment Measure, with 61.12 percent (61.12%) Yes votes and 38.88 percent (38.88%) No votes. This voter-approved measure establishes a one-cent local sales tax for twenty years, providing essential funding to:

- Strengthen public safety
- Address homelessness
- Improve streets, sidewalks, and infrastructure
- Expand police, fire, and paramedic services
- Reduce traffic congestion
- Maintain parks, trails, and open spaces

The Measure is codified under Ordinance No. 2024-08, which mandates the creation of a Citizens' Oversight Committee. This Committee ensures transparency, accountability, open dialogue, and public participation regarding the expenditure of Measure I funds, guaranteeing that new revenues are used in accordance with the will of the voters.



# CITY of ESCONDIDO

## STAFF REPORT

### Committee Composition and Eligibility:

Per Ordinance No. 2024-08, the Citizens' Oversight Committee shall consist of five (5) members, as follows:

- One (1) member shall be a current serving Officer of the Escondido Police Officers Association, as selected by the Association's Board of Directors.
- One (1) member shall be a current serving Officer of the Escondido Firefighters Association, as selected by the Association's Board of Directors.
- One (1) member shall be a representative of the San Diego County Taxpayers Association. In the case that a member of the San Diego County Taxpayers Association cannot be identified to serve on the Committee, solicitation for representation of a bona-fide taxpayers association shall be opened to the broader community.
- (3) members shall be appointed by the City Council, as follows:
  - One (1) member shall be active in a business organization representing the business community located in the City.
  - One (1) member shall be of the community at-large.
  - One (1) alternate member who will serve only when quorum is not met without his or her participation.

Any resident of the incorporated City of Escondido of voting age is eligible to serve. Members are appointed for two-year terms, with a limit of three consecutive terms. Committee members serve at the pleasure of the City Council and may be removed with or without cause.

After careful consideration and public interviews, the City Council appointed the following candidates to the Measure I Citizens' Oversight Committee on March 19, 2025:

- Business Seat: Carol Rogers
- At-Large Seat: Sabrina Covington
- Alternate Seat: Karl Edward Trujillo

The following members were appointed to the Citizens' Oversight Committee:



# CITY of ESCONDIDO

## STAFF REPORT

- Escondido Police Officers Association: Pat Hall
- Escondido Firefighters Association: Joe Portman
- San Diego County Taxpayers Association: Garrison Ham

### **Measure I Citizens' Oversight Committee Bylaws**

At the March 5, 2025 City Council Vision Workshop the City Clerk was directed to draft Bylaws for the Measure I Citizens' Oversight Committee and have them reviewed by the Boards and Commissions Subcommittee. The Boards and Commissions Subcommittee reviewed the Bylaws on March 31, 2025 and May 13, 2025 and are recommending the Bylaws be approved by the full City Council and sent to the Measure I Citizens' Oversight Committee for adoption with the corresponding letter. The City Council Unanimously approved the bylaws and recommendation letter on June 11, 2025.

Per Ordinance No. 2024-08, the Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held at least bi-annually. On August 6, 2025 the Committee unanimously approved the Bylaws proposed by the Escondido City Council without modification.

On August 8, 2025 (following adoption of the Bylaws) Vice Chair Carol Rogers requested that the residency requirements be clarified in the Bylaws (Attachment 1) to reflect their application to the Business Seat, At-Large Seat and Alternate Seat, given that the Escondido Police Officers' Association, Escondido Firefighters' Association and the San Diego County Taxpayers Association are charged with assigning nominees to their respective Seats on the Committee.

### **ATTACHMENTS**

- a. Measure I Bylaws (Updated)

## **MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAWS**

### **ARTICLE I: THE COMMITTEE**

#### **Section 1.1 Name of Committee**

The name of the Committee shall be the "Citizens' Oversight Committee" (hereinafter referred to as "COC").

#### **Section 1.2 Purpose**

The purpose of the COC is to ensure citizen participation, open discussion, and accountability regarding the use of the revenue generated through the one-cent General Transactions and Use (Sales) Tax approved by voters through passage of the Escondido Community Investment Measure (Measure I) on November 5, 2024. The COC shall review and report on the revenues collected through Measure I and provide an audit report on the use of that revenue to the City Council at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee shall confine its oversight specifically to revenues generated by Measure I.

The COC is advisory in nature, and as such shall have no authority to approve, disapprove or prevent any City action, and shall have no authority to direct the conduct of any department or employee. Final spending authority for proceeds lies solely with the City Council.

### **ARTICLE II: MEMBERSHIP**

#### **Section 2.1 Composition**

The Citizens' Oversight Committee shall consist of five (5) members, as follows:

1. One (1) member shall be a current serving Officer of the Escondido Police Officers Association, as selected by the Association's Board of Directors.
2. One (1) member shall be a current serving Officer of the Escondido Firefighters Association, as selected by the Association's Board of Directors.

Three (3) members shall be appointed by the City Council, as follows:

1. One (1) member shall be active in a business organization representing the business community located in the City.
2. One (1) member shall be a representative of the San Diego County Taxpayers Association. In the case that a member of the San Diego County Taxpayers Association cannot be identified to serve on the Committee, solicitation for representation of a bona-fide taxpayers association shall be opened to the broader community.
3. One (1) member shall be of the community at-large.

The City Council shall also appoint one (1) alternate member who will serve only when quorum is not met without his or her participation.

If no representative is able and willing to serve on the Committee in any of the appointment categories specified above, the City Council shall have the discretion to appoint a member of the community at-large to fill that Committee position.

Upon their appointment and during their incumbency the **At-Large, Business and Alternate** Members of the Committee shall be and remain residents of the incorporated territory of the City. Current and past employees, officials or vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney.

Candidates for Committee membership pursuant to subsection (3) shall be solicited through an open application process that is promoted through a broad-based recruitment process. Any resident of the incorporated territory of the City of voting age is eligible to apply for Committee membership, subject to the appointment categories specified. All applications will be reviewed by the City Council, who will collectively have the authority to make all final decisions on committee membership.

## **Section 2.2 Terms of Service**

Members of the Committee shall be appointed for terms of two (2) years. No committee member shall serve more than three (3) consecutive terms.

Committee members whose terms expire shall continue to serve until their successor is appointed and qualified. If a vacancy occurs other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.

Should a member of the Committee fail to attend two (2) consecutive regular meetings, unless excused for cause by the Chair, that member's service shall be deemed vacant and the member's term ended. The Committee secretary shall immediately notify the City Council of such termination.

Committee members shall serve at the pleasure of the City Council and may be removed in the sole determination, with or without cause, notice, hearing or appeal, by the City Council.

All Committee members' terms will end when the Escondido Community Investment Measure terminates.

## **ARTICLE III: OFFICERS**

### **Section 3.1 Officers**

The Committee shall elect a Chair, Vice-Chair and Secretary. Their respective duties shall be as are usually carried out by such officers. In the Chair, Vice-Chair or Secretary's absence or disability, the Committee may designate a Chair, Vice-Chair or Secretary pro tempore. Officers shall hold office for one year and until their successors are elected.

## **ARTICLE IV: MEETINGS**

### **Section 4.1 Regular Meetings**

The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held six times per year.

#### **Section 4.2 Rules of Procedure; Quorum**

A majority of the committee shall constitute a quorum for the transaction of business.

Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

Orientation and training is mandatory for all new committee members. Each committee member shall attend such orientation and training prior to their first regular committee meeting.

#### **Section 4.3 Special Meetings**

Special meetings may be held upon call of the Chair or of the majority of the membership of the COC in consultation with the City Manager or designee, for the purpose of transacting any business designated in the call.

### **ARTICLE V: REPRESENTATION BEFORE PUBLIC BODIES**

#### **Section 5.1 Representation**

Any official representation on behalf of the COC before the City Council, or any public body, shall be made by the Chair, the Vice Chair in the Chair's absence, or a member of the COC specifically designated by the COC.

### **ARTICLE VI: POWERS AND DUTIES**

#### **Section 6.1 Administrative Support**

The City Clerk shall serve as the primary staff for the Citizens' Oversight Committee and shall be responsible for:

1. Coordinating and scheduling all Committee meetings
2. Preparing agendas and meeting materials
3. Recording and maintaining minutes of all Committee meetings
4. Managing Committee correspondence and communications
5. Facilitating the orientation and training of new Committee members
6. Ensuring compliance with all open-meeting laws and public records requirements
7. Ensure the Committee's findings and recommendations are properly communicated to the City Council
8. Supporting the Committee in preparing its annual report to the City Council

The Finance Director shall provide relevant updates and reports to the Citizens' Oversight Committee, including but not limited to:

1. Quarterly financial reports on Measure I revenue collection
2. Quarterly expenditure reports showing how Measure I funds are being allocated and spent
3. Supporting documentation for the Committee's annual audit report

The City Manager or his or her designee may engage with the Citizens' Oversight Committee to:

1. Address policy questions related to the implementation of Measure I priorities
2. Support the Committee's public education and community engagement efforts

## **Section 6.2 Independent Auditor Selection**

The Committee shall have the authority to select an independent auditor to conduct annual audits of Measure I funds. The selection process shall include the following steps:

1. The Committee shall have the authority to develop and issue a Request for Proposals (RFP) for independent audit services, with assistance from City staff as needed.
2. The Committee shall review proposals from qualified firms and may interview potential auditors.
3. The Committee shall have the authority to select an independent auditor based on qualifications, experience with similar municipal tax measures, proposed methodology, and cost considerations.
4. The selected auditor shall have the authority to be engaged for a term not to exceed two (2) years, after which the Committee shall conduct a new selection process.
5. The independent auditor shall have the authority to report directly to the Committee and shall provide a comprehensive audit of all Measure I revenues and expenditures.
6. The Committee shall have the authority to incorporate the independent auditor's findings into its annual report to the City Council.
7. The cost of the independent audit shall have the authority to be paid from Measure I funds as an administrative expense.

## **Section 6.3 Escondido Community Investment Measure (Measure I) Priorities**

The Committee shall specifically monitor and evaluate expenditures to ensure they address the community priorities as described in the Escondido Community Investment Measure (Measure I) ballot question, including:

1. **Providing Public Safety:** Monitor investments in equipment, technology, facilities, and programs that enhance overall public safety.
2. **Addressing Homelessness:** Evaluate expenditures related to homelessness prevention, intervention, and support services, including outreach teams, transitional housing, and collaborative community programs.
3. **Improving Streets, Sidewalks, and Infrastructure:** Review investments in repair, maintenance, and improvement of streets, sidewalks, and critical infrastructure throughout the city.
4. **Increasing Police, Fire, and Paramedic Services:** Assess funding allocated to expand police, fire, and emergency medical services, including staffing, equipment, and response capabilities.

5. **Reducing Traffic Congestion:** Monitor expenditures aimed at alleviating traffic congestion, improving traffic flow, and enhancing transportation systems throughout the city.
6. **Maintaining Parks, Trails, and Open Space:** Evaluate funding for the maintenance, improvement, and expansion of parks, recreational facilities, trails, and open space preservation.

The Committee shall provide specific reporting on how funds are being used to address each of these priority areas in its annual report to the City Council and the community.

## **ARTICLE VII: COMMUNITY TRUST AND ACCOUNTABILITY**

### **Section 7.1 Transparency and Community Engagement**

The Committee recognizes the importance of building trust and accountability with the community by meeting their expectations around the expenditure of Measure I funds. To accomplish this, the Committee shall ensure all reports, meeting minutes, and financial documents are easily accessible to the public through the City's website and other appropriate communication channels.

## **ARTICLE VIII: MISCELLANEOUS**

### **Section 8.1 Procedural Situations Not Addressed**

In procedural situations not addressed in the body of the COC Bylaws, the determination of the situation shall be subject to the jurisdiction of the City Attorney.





# STAFF REPORT

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October 8, 2025  
File Number 0610

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## **SUBJECT**

### **SMART CITY UPDATE –**

## **DEPARTMENT**

City Clerk's Office

## **RECOMMENDATION**

Request the Citizens' Oversight Committee receive and file an update on the Smart City Line Item in the Fiscal Year 2025/26 Annual Operating Budget adopted by the City Council.

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

## **BACKGROUND**

On August 6, 2025, the Citizens' Oversight Committee received a report on the Fiscal Year 2025/26 Annual Operating Budget adopted by the City Council on June 18, 2025.

As part of the presentation, the Citizens' Oversight Committee requested additional information on the \$200,000 "Smart City" line item.

As a result, staff will present an overview of the Smart City line item, which is primarily related to technology for Public Safety.