



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 11, 2025

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



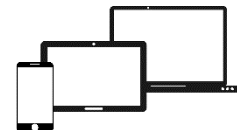
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 11, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

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

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

ADJOURNMENT



CITY *of* ESCONDIDO

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WEDNESDAY, JUNE 11, 2025

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 26, 2025 to June 01, 2025.

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



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3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. AGREEMENT FOR RECREATION MANAGEMENT SOFTWARE

Request the City Council adopt Resolution No. 2025-27 authorizing the Mayor to execute, on behalf of the City, an agreement with Amilia Technologies USA Inc. for the use of SmartRec recreation management software.

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

Presenter: Patrick Martinez, Community Services Manager

a) Resolution No. 2025-27

6. APPROVE FIRST AMENDMENT TO CONSULTING AGREEMENT FOR THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT

Request the City Council adopt Resolution No. 2025-42 authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Consulting Agreement dated February 21, 2024 with STC Traffic, Inc. ("STC") in the amount of \$160,455 for the South Escondido Access Improvements Project ("Project").

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

Presenter: Jonathan Schauble, City Engineer

a) Resolution No. 2025-42

7. FISCAL YEAR 2024 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-61 authorizing the Escondido Police Department to accept Fiscal Year 2024 Urban Area Security Initiative (UASI) grant funds in the amount of \$281,393; authorize the Police Chief or his designee to execute all grant documents on behalf of the City, and approve budget adjustments needed to accept and spend grant funds.

Staff Recommendation: Approval (Police Department: Ryan Banks, Interim Chief of Police)

Presenter: Ryan Banks, Interim Chief of Police

a) Resolution No. 2025-61



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8. FISCAL YEAR 2024 STATE HOMELAND SECURITY GRANT PROGRAM AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-60 authorizing the Escondido Police Department to accept Fiscal Year 2024 State Homeland Security Grant funds in the amount of \$67,997; authorize the Chief of Police or his designee to execute all grant documents on behalf of the City, and approve budget adjustments needed to accept and spend grant funds.

Staff Recommendation: Approval (Police Department: Ryan Banks, Interim Chief of Police)

Presenter: Ryan Banks, Interim Chief of Police

a) Resolution No. 2025-60

WORKSHOP

9. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET STATUS

Request the City Council to review the proposed Fiscal Year 2025/26 Five-Year Capital Improvement Program and Budget and authorize staff to return with the Fiscal Year 2025/26 Capital Improvement Program and Budget for final adoption on June 18, 2025.

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

Presenter: Lyn Cruz, Accountant II

PUBLIC HEARING

10. ADOPT COMMUNITY DEVELOPMENT PRIORITIES FOR THE 2025-2029 CONSOLIDATED PLAN AND FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS PROGRAM ("HOME") - CONTINUED TO JUNE 25, 2025 COUNCIL MEETING



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 11, 2025

CURRENT BUSINESS

11. REQUEST FOR AUTHORIZATION TO FILE A SMART GROWTH INCENTIVE PROGRAM GRANT APPLICATION FOR GRANT FUNDS AND ACCEPTANCE OF TERMS OF GRANT AGREEMENT

Request the City Council adopt Resolution No. 2025-66, authorizing the Development Services Department to submit an application for the Smart Growth Incentive Program grant application and accept the terms of the grant agreement.

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

Presenter: Veronica Morones, City Planner

a) Resolution No. 2025-66

12. ESCONDIDO MUNICIPAL CODE CHAPTER 16, ARTICLE 8, REGULATING SHORT-TERM RENTALS

Request the City Council introduce Ordinance No. 2025-05 to amend Escondido Municipal Code Chapter 16 (Business Licenses), Article 8, to regulate short-term rentals operating within the City.

Staff Recommendation: Approval (City Attorney's Office: Michael R. McGuinness, City Attorney)

Presenter: Michael McGuinness, City Attorney

a) Ordinance No. 2025-05 (First Reading and Introduction)

13. MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAWS

Request the City Council approve the Measure I Citizens' Oversight Committee Bylaws and corresponding letter to the Measure I Citizens' Oversight Committee requesting the Bylaws be considered for adoption.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

14. FUTURE AGENDA

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

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



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

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COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, June 18, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, June 25, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

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



A F F I D A V I T S

O F

I T E M

P O S T I N G –

- ADOPT COMMUNITY DEVELOPMENT PRIORITIES FOR THE 2025-2029 CONSOLIDATED PLAN AND FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS PROGRAM ("HOME") - CONTINUED TO JUNE 25, 2025 COUNCIL MEETING



STAFF REPORT

June 11, 2025
File Number 0400-40

SUBJECT**APPROVAL OF WARRANT REGISTER****DEPARTMENT**

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between May 26, 2025 to June 01, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	05/26/2025 to 06/01/2025
Total	\$1,775,456.82
Number of Warrants	157

BACKGROUND

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



Consent Item No. 3

June 11, 2025

APPROVAL

OF

MINUTES



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

June 11, 2025

File Number 0600-10; A-3558

SUBJECT

AGREEMENT FOR RECREATION MANAGEMENT SOFTWARE

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-27 authorizing the Mayor to execute, on behalf of the City, an agreement with Amilia Technologies USA Inc. for the use of SmartRec recreation management software.

Staff Recommendation: Approve (Community Services Department: Joseph Goulart, Director of Public Works)

Presenter: Patrick Martinez, Community Services Manager

ESSENTIAL SERVICE – N/A

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

FISCAL ANALYSIS

The recreation management software company Amilia has proposed a multi-year agreement with the City of Escondido that includes no increases to the current cost arrangement. This maintains an annual cost of \$25,000 or \$23,750 when paid in a single payment. The initial five-year agreement can be renewed for three 1-year extensions not to exceed 6 percent (6%) annual increases, proportional to the City's revenue growth through the SmartRec by Amilia recreation management software. Amilia will communicate these rate changes no less than 90-days prior to the start of each renewal period. Should the City elect to cancel or opt not to renew, Amilia shall offer a month-to-month agreement, not to exceed six months.

Payment processing fees will also be collected through the SmartRec by Amilia platform, but shall be passed through to the customer. Additionally, customers are charged a \$1 per transaction service fee to cover the annual cost of the software. This effectively creates a revenue neutral cost for the use of the software.

The maximum cost of the software over the initial period and three renewals is \$209,365.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

None

BACKGROUND

In 2020, the Community Services Department transitioned to the recreation management software SmartRec by Amilia following an extensive research and review process. This decision was driven by the need to modernize and streamline program registration, facility reservations, and customer engagement processes from the previous recreation management software provider. Amilia's platform offered an intuitive and user-friendly interface for both staff and community members, significantly enhancing the overall efficiency of the department's recreational services.

The current agreement with Amilia expires in September 2025, City staff engaged in a request for proposals process to maximize staff efficiency, promote self-serve customer options, and to ensure competitive pricing. The request for proposal process attracted eight software companies that submitted proposals. Staff evaluated and ranked each proposal based on the following criteria: facility management; drop-in management; activity registration modules; program and financial reporting; customer communication; mobile accessibility; stratified staff and independent contractor permission levels; translation services that include English/Spanish; ability to assign skill levels and activity prerequisites; and value add features that enhance program experience and staff efficiency. The top two software companies gave a presentation to City staff which included individuals from Community Services, Information Systems, and Finance. This demonstration shared the many features of their software that is designed to enhance the customer experience. The selection committee chose Amilia based on a number of factors including cost, value add features, customer interface, and availability of technical support.

After a thorough evaluation process that included a competitive request for proposals and detailed presentations from leading recreation management software providers, the Community Services Department reaffirmed its partnership with Amilia. The decision to continue with Amilia reflects the platform's proven ability to meet the department's operational needs, its strong alignment with both staff and community expectations, and its long-term cost-effectiveness. With its user-friendly interface, comprehensive features, and reliable support, Amilia remains the best fit to support the City's commitment to delivering high-quality, accessible, and efficient recreational services.

RESOLUTIONS

- a) Resolution No. 2025-27
- b) Resolution No. 2025-27- Exhibit "A"- Amilia SaaS Agreement



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a) Attachment "1" - Amilia Proposal – Recreation Management Software

RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT WITH AMILIA TECHNOLOGIES USA INC. FOR THE USE OF SMARTREC RECREATION MANAGEMENT SOFTWARE

WHEREAS, the Community Services Department utilizes recreation management software to conduct registration for activities, facility reservations, and customer engagement processes; and

WHEREAS, the current recreation management software agreement is ending in September 2025; and

WHEREAS, a request for proposals was conducted in February 2025; and

WHEREAS, Amilia Technologies USA Inc. was determined to be the most cost effective and provided the best value for the City; and

WHEREAS, the City Council authorizes the use of \$209,365 over eight years to fund the recreation management software for the Community Services Department.

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

1. That the above recitations are true.
2. That the City Council determines Amilia Technologies USA Inc. is providing the best value to the City.

3. That the City Council authorizes the Mayor to execute, on behalf of the City, a software as a service agreement for the recreation management software to Amilia Technologies USA Inc. in terms acceptable to the City Manager and subject to final approval as to form by the City Attorney.



AMILIA SmartRec

AMILIA TECHNOLOGIES USA INC.

1209 Orange Street
Wilmington, Delaware, United States, 19801
and its principal place of business at :
1751 Richardson Street, Suite 3.105
Montreal, Quebec, Canada, H3K 1G6

represented herein by **Lorenzo Pirri, Chief Financial Officer &
Ali Sabrah, Customer Success Manager**

Customer and Billing Details

City of Escondido

201 North Broadway,
Escondido, California, United States, 92025
represented herein by **Dane White, Mayor**

The following schedules are executed in connection with the Master Service Agreement ("**Agreement**") entered into on by and between AMILIA and Customer, effective as of **2025-09-01**.

These schedules are incorporated to, and are considered integral parts to, the attached Master Service Agreement.

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

SCHEDULE 1 FEES

This Fees Schedule is executed in connection with the Master Service Agreement ("**Agreement**") entered into on by and between AMILIA and Customer, effective as of 2025-09-01.

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

A. Subscription Period	
Subscription Period: 60 Months Commencement Date: 2025-09-01 Expiration Date: 2030-08-31	
B. Platform Fees*	
Customer agrees to pay the following fees:	
	Renewal Price
Annual Access Fees (including Service Fee) Package Selected: Plus Plan	\$25000/annually (\$23,750 with annual installment discount) Billing options: <ul style="list-style-type: none"> • Monthly installments • Annual installments for a 5% discount
C. Payment Processing Fees*	
Customer agrees to pay the following processing fees (per transaction) Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.30 per transaction Amex cards : 3.25 % + \$0.30 per transaction eCheck (ACH): 1% + \$0.50 per transaction Additional fees passed through directly from payment service providers may apply (including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds). See How Amilia bills your organization for more information. *To be invoiced monthly.	
D. Additional Terms	

Agreement Renewal – agreement can be renewed by the City of Escondido for two (3) additional twelve (12) month periods. Amilia reserves the right to recalculate the Subscription Fee for each optional renewal period (Years 6, 7 and 8). This increase will be proportional to any increases in the City’s revenue growth and cannot exceed 6% per renewal period. Amilia must communicate these rate changes at least 90 days prior to the start of any renewal period.

Amilia must receive notice to renew or cancel prior to the end of the contract term. Should the City elect to cancel, Amilia will offer a month to month arrangement, not to exceed 6 months, to facilitate moving to another solution.

Name: Lorenzo Pirri	Name: Dane White
Title: Chief Financial Officer	Title: Mayor
Date: 2025-06-02	Date:
<i>I am authorized to bind AMILIA</i>	<i>I am authorized to bind Customer</i>
<i>Lorenzo Pirri</i>	

SCHEDULE 3 DATA SECURITY

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:
 - (i) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times in full compliance with applicable laws;
 - (ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;
 - (iii) collect only the minimum Personal Information to perform the Services;
 - (iv) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate:
 - (a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;
 - (b) disaster recovery plan, which meets or exceeds industry standards;
 - (c) secure retention and disposal policies and procedures; and
 - (v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;
 - (vi) provide, when applicable, at Amilia's request and cost, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;
 - (vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and
 - (viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;
3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimise damage and prevent any such future occurrences.
4. Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise, within thirty (30) business days of the completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

SCHEDULE 4 SERVICES LEVELS

Definitions

In this Schedule the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

- a. **"Available"** means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.
- b. **"Emergency Maintenance"** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.
- c. **"Excused Downtime Minutes"** means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the "Service Availability" section hereinbelow.
- d. **"Scheduled Downtime"** means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support shall include telephone and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to "Service Availability" section below.

Contact information for support, during normal business hours:

- Email: support@amilia.com . Available 24 /7 days (response within 1-3 hours depending on priority).
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 (response within minutes)
- Online Chat (response within minutes)

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the " Emergency" option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 15 minutes by an Online Chat. Amilia responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.5% of the time as measured over the course of each calendar month, subject to exclusions set forth below.

Exclusions include down-time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.



SmartRec Proposal



Amilia Technologies USA Inc.

Prepared for: City of Escondido

Recreation Services Management and Registration Software

Due: March 3rd, 2025

Amilia Technologies USA Inc.

1209 Orange Street

Wilmington, Delaware, 19801

1751 Rue Richardson #3.105

Montreal, Quebec

Canada, H3K 1G6

www.amilia.com

Contact Information

Graham Hussey

VP Client Services

Graham.hussey@amilia.com





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Cover Letter

To Patrick and the purchasing team,

We are delighted to re-extend our offer to the **City of Escondido** for our cutting-edge SaaS “turn-key” software solution in response to your Request for Proposal for **Recreation Management Software**.

We would like to take a moment to thank you for your continued partnership with Amilia. We truly value the opportunity to work alongside you and your team, and we understand that you are now considering options as part of the RFP process.

At Amilia, we are committed to providing a seamless and efficient solution that meets the unique needs of organizations like yours. With years of experience serving clients in your industry, we have built a reputation for offering intuitive, user-friendly technology that simplifies administrative tasks, enhances operational efficiency, and improves the customer experience.

Our platform is designed to provide flexibility and scalability, allowing you to easily adapt as your business grows. Beyond our technology, we pride ourselves on offering personalized support to ensure you get the most out of your investment. Our team is always ready to assist with any questions, challenges, or opportunities to help your organization succeed.

We understand the importance of maintaining strong, reliable partnerships, and we firmly believe that our continued collaboration will bring significant value to your team. If there's any additional information you need or if there are specific areas you'd like to explore further, we are here to help. We would love the opportunity to continue supporting your organization and remain a trusted partner for years to come.

As a leader in recreation management software with a wide reach across North America, we share your passion for empowering people through sports, recreation, and educational programming. Our world-class technology combined with our deep commitment to user-centered design and exceptional service positions us as the ideal partner to achieve your goal of creating a frictionless customer journey for participants, volunteers, and donors.

At Amilia, our dedicated teams stand ready to provide unwavering support at every juncture, guiding your team towards unparalleled success. Leveraging our extensive experience and wide-reaching impact across North American cities, we are steadfast in our dedication to delivering an exceptional customer experience that sets us apart in the industry.



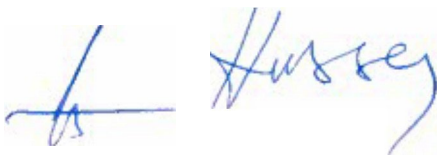
Teams at your service:



Amilia's organization chart showcases a team of seasoned professionals who are experts in their respective fields, working together to drive innovation and deliver top-notch service to our valued clients across North America. From our dedicated customer support team to our talented developers and visionary leadership, each member plays a crucial role in upholding our reputation for excellence and exceeding expectations.

By choosing Amilia, once more, not only are you choosing a software, but you are partnering with a modern technology provider who continuously invests in developing its products, people and services. Amilia promises to stay ahead of the game for you.

Sincerely,



Graham Hussey VP
Client Services



Experience and Qualifications

Amilia was founded in 2009 on a simple idea: joining community activities or getting a membership to your favorite local organization should be as easy as buying a book online. We built this vision piece by piece, partnering with local organizations such as camps, aquatic programs, gymnastics centers, and cheer gyms. Our dedication and success in bringing these community-centric organizations online did not go unnoticed. It paved the way for meaningful collaborations with Parks & Rec agencies and community centers, each seeking a modern ally to better connect with and serve their communities.

Amilia's Mission

Amilia's goal is to lead the digital transformation of communities by enabling them to leverage the benefits of a modern SaaS platform.

Core Values:

- **Innovation:** Inspires our team to perpetually refine and enhance our offerings, fostering a culture that delivers effective solutions tailored to our customers' needs.
- **Collaboration:** Unites our employees with our valued customers and partners, optimizing our collective capabilities to achieve shared objectives.
- **Ambition:** Drives us to transcend boundaries, tackle challenges, and establish new benchmarks of excellence.
- **Respect:** Forms the very foundation upon which our organizational ethos is built.
- **Engagement:** Motivates our team to advance cohesively and determinedly.

Experience

Over the past 15+ years, Amilia has enabled recreation organizations to simplify their operations while helping them better engage with their local communities. Our California footprint includes 174 locations and 70,500 active participants, of which your organization alone has 13,500 active SmartRec users!

As we reflect on our strategic decision to enter the parks and recreation market, it's incredible to see how far we have come in such a short period of time. Since 2017, Amilia has secured an impressive customer footprint, which continues to expand at a rapid pace. To compliment this positive momentum, we are proud to be seamlessly supporting billions of transactions through SmartRec, including significant spikes in traffic for peak registration periods, to ensure that our parks and recreation customers can continue to grow their business and provide excellent quality of service to their respective communities. We also pride ourselves on customer excellence with a customer satisfaction score of 97%. Amilia's goal is to lead the digital transformation of communities by enabling them to leverage the benefits of a modern SaaS platform.

References

With an extensive track record and a wide-reaching presence across North America, our dedication to excellence is evident in every reference we showcase. Through our references, we proudly demonstrate not only the ease of use and security of our platform but also the enduring trust and satisfaction of our valued customers. The City of Escondido has been one of our top references that



we showcase we are asked for client references. We proud to present to you the following references:

Spotlight: How SmartRec helped:

Rancho Simi Recreation and Park District, CA (RSRPD), serving the Simi Valley and surrounding areas in California, is known for offering a wide array of community programs and recreational services. As a thriving community organization, RSRPD's mission is to provide accessible, high-quality facilities and activities to its residents. However, with a growing number of programs and participants, the district faced challenges in managing registrations, tracking payments, and efficiently handling communications. To streamline operations and enhance the customer experience, Rancho Simi turned to SmartRec, an innovative recreation management software.

SmartRec offered the features and scalability that RSRPD needed to modernize their processes and improve the overall experience for both staff and program participants. Over the past 12 months, using SmartRec, 78.8% of their activity registrations have been completed online by patrons without involvement from a staff member, which provides a better customer experience and frees up staff time to refocus on other areas.

Reference 01	
Name of Organization	Rancho Simi Recreation and Park District, California
Contact Name	Danielle June, Recreation Supervisor
Address	4201 Guardian Street Simi Valley, CA 93063
Phone Number	805-584-4432
Email	daniellej@rsrpd.us
Date Implemented	September 15 th , 2021
Website	https://www.rsrpd.org/

City of Monterey, CA - The Parks and Recreation Department is dedicated to providing high-quality recreational opportunities and services to the community. With a focus on enhancing the quality of life for residents and visitors, the department manages a variety of parks, recreational facilities, and community programs. These include sports leagues, cultural events, fitness classes, and outdoor activities, as well as special programs for youth, adults, and seniors. The City of Monterey successfully implemented SmartRec to streamline its parks and recreation management, transforming the way they handle program registrations, facility bookings, and customer communications. Prior to SmartRec, the city relied on outdated, manual processes that were time-consuming and prone to errors. After adopting SmartRec, Monterey saw a dramatic improvement in efficiency, with residents able to easily register for programs online and book facilities through a user-friendly interface.

Reference 02	
Name of Organization	City of Monterey, CA
Contact Name	Shannon Leon, Recreation Manager



Address	546 Dutra Street Monterey, CA 93940
Phone Number	(831) 646-3712
Email	leon@monterey.org
Date of implementation	December 9 th , 2022
Website	Register City of Monterey - Parks and Recreation Department Store

Kearns Oquirrh Parks encompass a 53-acre expanse in Kearns, Utah, offering a variety of recreational amenities. Kearns Oquirrh Parks offer a diverse array of recreational and fitness amenities, making it a valuable resource for both residents and visitors in the Kearns area. They use SmartRec Services for Memberships, activities and programs, facility rentals, and private lessons.

Reference 03	
Name of organization	Kearns Oquirrh Park Fitness Center, Utah
Contact Name	Kevin Schmidt, Executive Director
Address	5624 South 4800 West Kearns Utah 84118
Phone Number	801.545.4114
Email	kschmidt@kopfc.com
Date of Implementation	March 2024
Website	Program Registration Kearns Oquirrh Park Fitness Center Store

Proposal Requirements

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 contractor. This option shall not be considered in proposal evaluation. State whether said option is granted:

X

YES

NO



Cost Proposal

Initial Agreement Period: 60 months

Optional Renewal Agreement Periods: 3x 12 months

Subscription Fee:

- Calculated as the sum of the following:
 - Monthly Software Fee (\$799)
 - Service Fee (1% of the City's estimated revenues processed through SmartRec).
- Includes access to all features, modules, configurations, support, community segments, and API/Web hook endpoints developed by Amilia.
- We are happy to present the City of Escondido with the same Subscription Fee structure that you have been provided for the previous 5 years. It is based on the pricing above but calculated as a fixed monthly free
 - \$25,000 per year, Payable in equal monthly installments
 - Software Fee: \$799 * 12 months
 - Service Fee: \$17,637.00
 - Based on revenues processed through Amilia SmartRec in 2024 totalling \$1,763,748.00
 - This includes a discount of approximately 8% or \$2,225.00
 - Additional 5% discount* if paid in annual installments

Year	Price/Rate
Year 1	\$25,000 (\$23,750 with annual installment discount*)
Year 2	\$25,000 (\$23,750 with annual installment discount)
Year 3	\$25,000 (\$23,750 with annual installment discount)
Year 4	\$25,000 (\$23,750 with annual installment discount)
Year 5	\$25,000 (\$23,750 with annual installment discount)

Amilia reserves the right to recalculate the Subscription Fee for each optional renewal period (Years 6, 7 and 8). This increase will be proportional to any increases in the City's revenue growth and cannot exceed 6% per renewal period. Amilia must communicate these rate changes at least 90 days prior to the start of any renewal period.

Agreement Renewal – Amilia must receive notice to renew or cancel prior to the end of the contract term. Should the City elect to cancel, Amilia will offer a month to month arrangement, not to exceed 6 months, to facilitate moving to another solution.



Cost of Post Live support

Support, including live chat, email, and phone support from our Customer Care team, as well as monthly or quarterly meetings your Account Manager are included in the subscription fees above.

Year	Price/Rate
Years 1-8	Included in subscription fee

Cost for Initial Implementation Fee

As the City has already completed a successful implementation of Amilia and the required training, no additional implementation services or fees apply. These fees are typically broken down as follows:

Item or Service	Price/Rate/Cost
Data Conversion	\$3000 Not required
Training & Implementation	\$7,000 Not required
Optional Hardware: Integrated credit card payment terminals (Pax A920 Pro)	\$499 per unit Not required

Cost for Supplemental Training & Consultation

Additional training or professional services beyond the original scope of services, can be provided on a as-needed basis. Needs will be evaluated and agreed upon using a Statement of Work, using rates not higher than those below. For any on-site or in-person training, the City is responsible for travel expenses.

Year	Price/Rate
Years 1-7	\$200/hour

Payment Processing Fees

Payment Type	Rate
Credit cards (Visa, Mastercard, Discover)	2.75% + \$0.30
Amex	3.25% + \$0.30
ACH	1% + \$0.50

Other Fees

Additional fees passed through directly from credit card companies may be applied. Examples include, but are not limited to, credit card network fees, chargebacks, reversals and retrievals, and returns on e-checks due to insufficient funds.

Timeline

Given that the City is currently using SmartRec, we want to assure you that there are no delays or implementation timeline requirements for transitioning or evaluating alternatives. Our current system is in place and fully functional, and we are committed to providing the same level of support and service during your evaluation process. Our priority is to ensure a smooth experience for you, whether you choose to continue with Amilia or explore other solutions. We're more than happy to work with your timeline to ensure you have the best possible information to make your decision.



Customer Journey — Design to Implementation

Amilia is dedicated to optimizing each stage of your customer journey to amplify your impact on the community served by the City of Escondido. We understand the importance of staying ahead of the curve in technological development, and your organization will benefit from the \$6 million+ we invest each year in continuously developing our SmartRec application, by improving performance, releasing new features and integrations, and ensuring compliance.

Today's market demands a modern, customer-centric approach that meets community members on their preferred devices and schedules. For participants browsing aquatics classes, or pickleball sessions, or youth activities, SmartRec makes their journey from awareness to conversion easy, enjoyable, and fast.

SmartRec's integrated payment capabilities offer participants flexibility, with options for saved credit cards, custom installments, gift cards, and financial aid. This ensures a convenient payment process that meets the diverse needs of all participants.

Amilia is a people-first organization. Our support is readily available throughout a customer's sign up and checkout process, including live chat, phone, and email assistance. We adhere to current and future ADA standards, ensuring that SmartRec's interface is accessible to all users.

By implementing SmartRec, you will streamline your entire customer journey—from Awareness to Consideration, Registration, Checkout, Post-Checkout Communications, and Re-Engagement. Our innovative platform is designed to support your mission, ensuring every interaction is efficient, engaging, and impactful.

Tracking & Measurement

SmartRec makes it easy for users to browse and register for programming while tracking crucial activity data and providing tools to track and measure your success. The ease of SmartRec's front end experience at all stages is coupled with unmatched backend data synchronization for administrators, allowing you to optimize your success.

SmartRec boasts an impressive cart completion rate of over 78%, significantly surpassing the industry average of 20%. More than 800 million transactions have been processed on our platform to date, nurturing users through each critical touchpoint:

- **Awareness**
 - Social and web content advertising available programming, integrated with Facebook and Google ads/analytics
 - Seamlessly embedding SmartRec into client websites via iframe
 - Mobile-first design captures interest wherever the user may be.
- **Consideration**
 - Offerings organized in logical, easy to find categories
 - An all-in-one store for registrations, purchasing products, ticket purchasing, scholarship applications, volunteer applications, and more



- Multi-storefront option for organizations who want to keep staff/volunteer opportunities separate from participant registration
- Personalized add-ons and suggested items
- Custom cart timers
- **Conversion**
 - Multi-person, multi-item checkout
 - Flexible payment options
 - Customized forms at checkout for all users
 - Global user account to manage existing registrations and information

The journey doesn't end there – administrators can use our built-in, integrated and partner features to track and re-engage existing users for years to come. Manage important client and activity data with our built-in reports, like:

- Custom class participant reports – Name, age, t-shirt size, waiver completion, and anything else the City has gathered via forms.
- Attendance reports
- Waitlist reports
- Medical information

Administrators who need information on operational and financial data have access to over 30 reports which are updated in real time and available for instant download:

- Account balances
- Custom accrual and cash accounting (journal entries, deferred revenue, liabilities and more)
- Activity registrants, sales, success snapshot (enrollment, sales, waitlist counts)
- Facility usage, bookings, and access point data
- Member data
- Merchant account payments, failed client payments
- Sales, payments, installment reports and more

In addition to SmartRec's native reporting capabilities, our integration with popular tracking and analytics tools power detailed insight into campaign performance and return on investment. Native integrations with the apps below allow you to easily track conversion rates, cart abandonment, time to purchase, and ROAS:

- SmartRec Analytics Powered by PowerBI
- Salesforce: CRM integration for managing relationships and automating workflows.
- Google & Facebook Ads: Seamless integration for running ad campaigns and tracking performance

Amilia further supports your marketing initiatives and engagement tracking through seamless integrations with top marketing tools like:

- Constant Contact: Email and SMS marketing automation



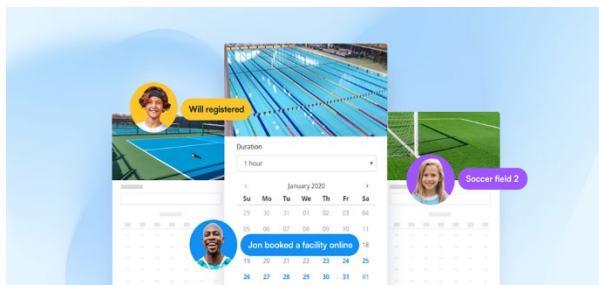
- CyberImpact: Email marketing automation
- HubSpot: CRM
- Pidge: SMS platform with two-way communication options and surveying
- iPost: Marketing automation for engaging community members through integrated campaigns, surveying

This flexibility allows you to select the tools that best fit your needs, enhancing your ability to reach community members, promote programs, and drive engagement across all channels.

Scope of Work

In this section, we will describe in detail how the proposed solution meets or exceeds the functional and technical requirements of the City of Escondido as described in the Statement of Work.

Facility Availability and Reservations



Amilia SmartRec's [facility module](#) supports easy rentals by staff and end users as well as powerful and fully customizable contract/permitting templates to ensure the unique operational requirements of the city can be properly accommodated by the platform. Activities, private lessons, admin bookings, contracts, facility opening hours and holidays are

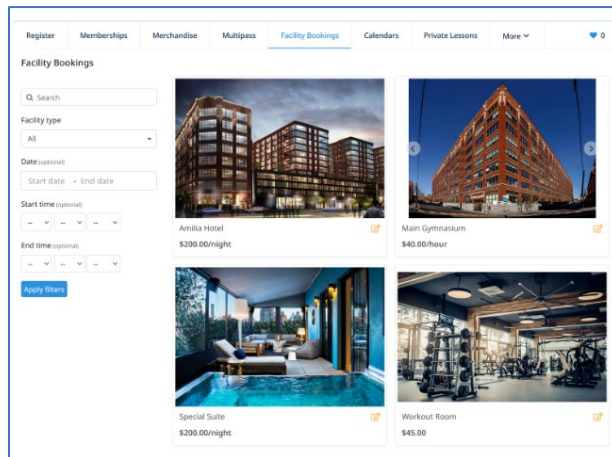
considered when showing available spots for online facility bookings. If your facility is reserved elsewhere (i.e.: front desk) or pending in a client's cart (30 min timeout by default, can be changed manually), it won't be available to book in the store as all changes are updated in real-time.

You can search for Facilities by name, date, start and end time for online Facility bookings, we use a grid view option. Admins can track online bookings in the calendar subtab, and they can download the Facility events report from the Reports tab. In other reports, sales from online bookings share the same ledger code assigned to the facility. Clients can refer to their online facility booking(s) in their personal account.

We can create and generate rental contracts and have an acknowledgment waiver in an integrated form that can be assigned to a Facility rental. Our contracts feature has [e-signature template](#) to rent out your space(s), equipment, services, etc.; and allow residents to securely review and sign a contract electronically or in-person.

All facilities can have a pricing schedule assigned which includes prime and non-prime reservation periods. We have a module called community segments that allows for resident and non-resident pricing. Anyone with SmartRec [admin permissions](#) can customize the pricing for all facility bookings.

Different types of facility rentals can be created to accommodate for different locations such as tennis courts, pools, athletic fields, room rentals and park pavilions including the ability to support the request for permits.



SmartRec's [online facility bookings](#) features for facility rentals offer flexibility and simplicity for clients. Residents can easily book facility rentals online, choosing from options such as hourly, block, or overnight bookings. Administrators can set thresholds for minimum or maximum booking durations, link forms, add buffers, assign staff, and configure the payment methods they wish to accept. Additionally, SmartRec provides a public calendar feature to enhance the booking experience for both residents and administrators.

Activity Configuration and Registration

The Amilia SmartRec platform was built on a modern infrastructure to meet the needs of today's consumers. Registration is a breeze whether online or in-person. There are several search criteria available for activities including name, date, start and end time. The creation and operation of all services (classes/events/programs/leagues/drop ins) include massive time savings in programming as all configurable options associated with programming, including booking the facility and staff and managing conflicts, can be done from one web interface. Administrators have the ability to clone programs and mass edit specific information to speed up configuration time and include unique rules and fee structures based on a variety of criteria (resident vs. non-resident, existing clients, age, etc.). Customizable forms can be linked to specific activities based on the unique requirements of each program (more information is available in the section entitled "Forms and Waivers"). The City has full control over the structure of their activities and classes and the hierarchy of each program. Restrictions can be set for individual programs based on age, gender and skill levels ensuring only the right participants are signing up for activities.

The system can be configured to suggest other programs during the checkout process to help the City offer tailored services and enhance the quality of life of all citizens. As clients add programs to their cart a pop-up window will provide them with a list of additional classes that they may be interested in (for example, a client who signs up for yoga may be interested in Pilates classes). The City has full control over which classes should be associated with each other.

Program Registration

Amilia streamlines the process of creating and managing various programs and activities, including lessons, classes, camps, fitness, childcare, and events. Compelling features support daily operations including customizable reporting, check in/out and attendance support. Your organization can easily create and manage schedules, set capacity limits, and allow residents to register and pay online.

When it comes to managing programming and activities, we understand the importance of having a clear and organized hierarchy. SmartRec adapts to your needs, providing a seamless experience for all.



Configuration is intuitive and powerful, with efficiency and productivity foundational in Amilia's design, key benefits include duplicating and mass editing activities and ensuring all configurations are completed within a single web view to minimize user error.

Amilia also allows programs and activities to be configured as sessions and/or drop-ins to ensure all business operational requirements are covered. With sessions, residents can register for a specific set of classes or sessions that are part of an activity. These sessions have fixed dates, times, and durations. Residents can select the sessions they want to attend and register for them accordingly. Drop-in options allow residents to participate in an activity without committing to all individual instances of a program or activity. They can select a date and time from the available options and participate in the activity without having to register for multiple sessions in advance.

Amilia provides the flexibility of both session-based registrations and drop-in options for programs and activities, allowing residents to choose their preferred level of commitment and participation.

The schedule for each [Program and Activity](#) can be customized using various time frames depending on the needs of your organization. We understand that managing enrollments effectively is paramount, which is why our software allows you to apply restrictions based on age, skill level, and maximum enrollment for both drop-in and session-based activities. This ensures a smooth and streamlined registration process, ultimately enhancing the experience for your residents.

Waitlist Automation

Admins with the right permissions can enable [wait lists on session and-drop-ins](#) to keep tabs on participants who want to be notified and given priority if a spot opens. Waitlist management becomes a breeze with Amilia's automation features. With SmartRec, administrators can send automated, personalized emails to individuals on the wait list, either in order or all at once. This ensures clear communication and a seamless registration process for your residents and ensures individuals from the waitlist can claim spots via custom links that are valid for a period (determined by administrators) before opening back up to the public. This proactive approach ensures a seamless experience for both the city administrators and residents, saving time while minimizing potential frustrations.

Registration Periods

Registration periods allow you to specify who can register for the activity and when. Who can register for this activity? If you select multiple groups during a single registration period, participants must meet at least one (one or the other) of the criteria specified.

- **Existing Residents:** Only residents who made a previous purchase from your city can register for the activity.
- **Address based:** Only residents who live within a pre-determined area can register for the activity.
- **Everyone:** There is no restriction on who can register for the activity.

City administrators can use the mass edit tool to assign registration periods simultaneously to multiple activities within the same program.



Forms and waivers

Using [forms and waivers](#) in Amilia SmartRec for program and membership registration allows the City to collect necessary information and obtain required permissions or consents from participants during the registration process. Amilia SmartRec offers configurable forms that can be linked to specific memberships, programs, and activities, enabling the collection of relevant information and waivers. By utilizing these forms and waivers, the City can streamline the registration process, reduce paperwork, and ensure that all necessary information and permissions are obtained from members. The collected data is stored in the client database, making it readily accessible to staff when needed.

Amilia SmartRec's forms and waivers functionality also enables program-specific forms to be created, tailoring the information collected to the unique requirements of each class or activity. This helps ensure that staff have the essential information they need and allows for a more personalized registration experience for residents. Most importantly, form answers pre-populate logically and minimize data re-entry by residents except to situations where the City requires it.

Program/Activity Prerequisites (Skills)

[Prerequisites \(skills\)](#) can be set to have the ability to restrict registration based on completion of another activity or skill/level achievement. Participants must have the prerequisite skill(s) assigned to their account to register for the activity.

Permission Groups

Amilia allows for the creation of permission groups to control access to different system features. A permission group is a customizable level of access you can give to one or more admin accounts. Additionally, you can create an admin account that belongs to a single admin or can be shared by multiple admins.

Permission groups allow the organization to create dynamic back-office experiences that ensure staff only have access to the part of the software they require access to and can complete only the tasks they are authorized to complete (ex: refund is a customizable permission).

Access Management

Amilia's Access Management feature allows organizations to configure access points for every facility entrance and control which activities, memberships, or punch passes can grant entry. This feature also enables users to set up notifications for check-ins with unpaid balances and block entry if necessary. Moreover, the Access Management solution provides easy monitoring of visitor entries, including features such as participant profiles, tracking child pick-ups, check-outs, account balances, and entry blockers.

With a focus on security and convenience, administrators can grant access to premises based on memberships and activity enrollments, check-in/check-out clients, and track child pickups efficiently through the Access Management feature.

Rosters



The Amilia SmartRec platform allows for easy access to custom reports for roster lists, making it more manageable for your staff. In the activity tab, an attendance list or participant list can be created with customizable templates that always pull the same information, or with the ability to add additional ad-hoc fields as required. Rosters can be downloaded or accessed through the Amilia App for attendance tracking.

Programming & Activities Automation

With Amilia's advanced automation capabilities, the City can effortlessly set up rules and conditions within the system. This means that resident pricing can be automatically applied based on predefined criteria, ensuring that residents receive the appropriate discounts (ex: veterans, staff, or corporate arrangements) without the need for manual adjustments.

Our platform ensures that all processes and workflows follow predefined rules and guidelines, reducing the risk of mistakes and ensuring a seamless experience for your residents and staff.

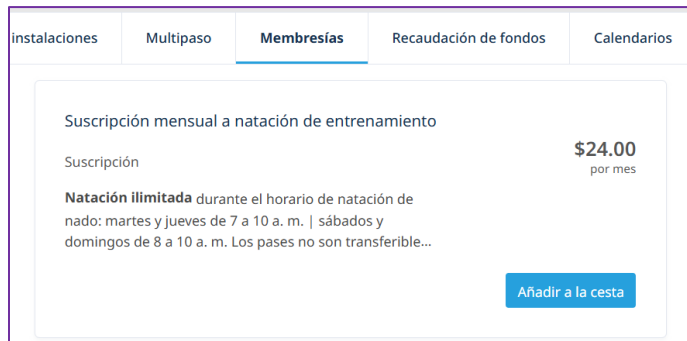
Examples of automations:

- Single/Mass Class Cancellation: You can cancel one or more activities or individual instances and credit (or not) the registered participants using the Registration.
- Operations Sub-tab. You can decide on pro-rated or full credit amounts from there.
- Bundling: This allows for automatic suggestions or requirements for merchandise, fees, and other services (e.g., before care and/or bussing).
- Real-Time Roster Access: Access rosters via our mobile and web application instantly

Language Support

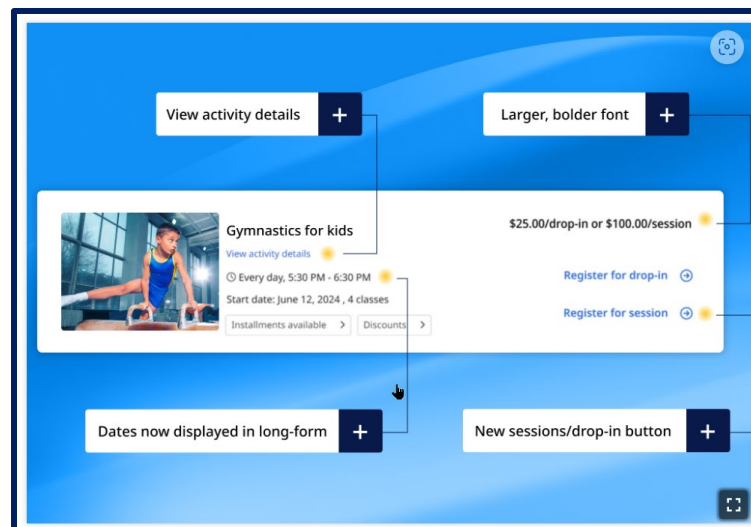
SmartRec is available in English or French out of the box. Spanish (or other languages) speakers can easily translate the interface to other languages dynamically through the internet browser:





What's New- Activity and Registration Improvements

- **Activity Browsing and Registrations** -We've made some visual changes to the in-store activity browsing experience to make it more intuitive for your customers.
 - Prices are in a larger, bolder font
 - Dates are now displayed in long-form
 - New buttons to register for a session or a drop-in
 - 'View activity details' for info about staff, location and other requirements
 - This improved look and feel in your storefront was designed with (WCAG) accessibility guidelines in mind.



- **Self-serve cancellation of all drop-ins** - Participants may cancel any eligible drop-in from the drop-in calendar in the store or via the Amilia mobile app, with a full credit applied to the account (discounts are taken into consideration).
- **Removed restrictions on cancellation policies for session activities** - Participants may cancel session activities via the mobile app even if the activity is priced at \$0, has a discount applied or merchandise is on the invoice.



- **Activity add-ons** - Suggest or require activities before checkout (**beta**). Activity add-ons improve how clients discover your important offers in-store! You can link unlimited activities to any session-based activity so that when it's added to the cart, a pop-up invites you to add required or suggested activities to the cart before continuing.
- **Create participant groups by age** - Use the 'Creation assistant' in the Activities>Group subtab to automatically generate groups by age.

Mobile Experience

Amilia offers a mobile-first experience for your customers through our mobile optimized user-friendly interface. The mobile platform enables your organization to provide online registration, the purchasing of activities and programs, payment processing, access to facilities, reporting capabilities for staff, and automation for all your activities and operations. The platform ensures flexibility in payment options, real-time reporting functionalities, and easy access to manage various aspects of membership programs on-the-go, enhancing the overall experience for your customers and staff.

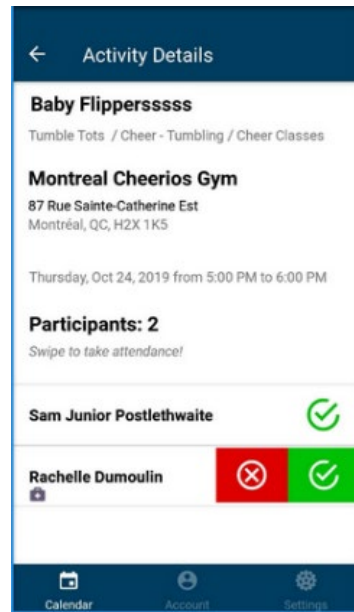
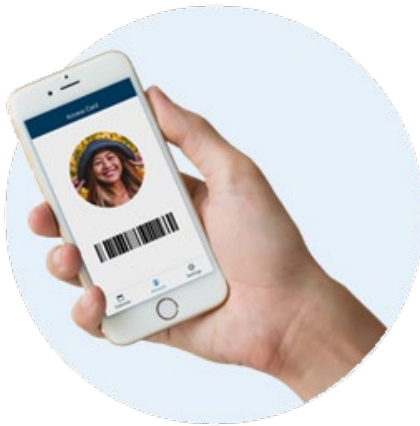
In 2023, SmartRec customers and patrons self-served 80% of all transactions (across all age cohorts) with 68% of all transactions coming from a mobile phone, and 34% happening outside of business hours. For programs serving families SmartRec routinely sees self-serve numbers of 99%+. Much of this success is driven by a platform that is versatile enough to handle any service configuration online, intuitive enough for anyone to use, and mobile first since 2009.

While the SmartRec platform is mobile optimized on any device, we also offer a mobile app for your users and is currently suited for authenticated users to check their schedule, update payment information, cancel classes, and scan in with their digital membership card.

In addition to a full suite of tools, your staff can access the app to view their schedules, locations, submit availability, take attendance, and view participants' details. All data from activities, events, users, memberships, and financial transactions are stored within SmartRec, creating a repository of information. All personal information is completely secured thanks to our infrastructure design and setup.

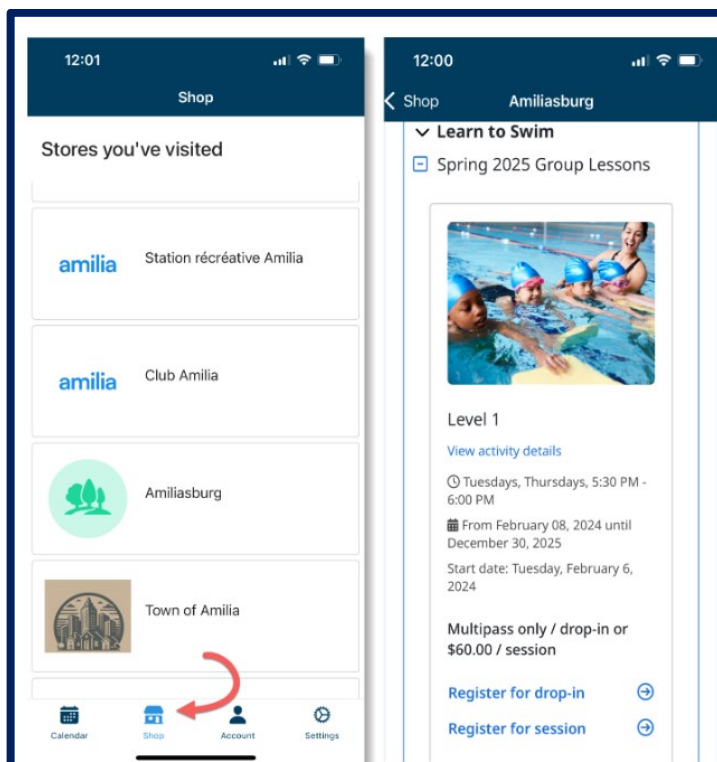
The native user [Amilia app](#) is available on the Apple App Store and Google Play Store. This app allows users to view their family's activity schedule, display their digital membership cards for access to facilities.

The browser version of SmartRec is mobile responsive and can be used on mobile devices.



What's New- Shop from anywhere using the Amilia app!

We're thrilled to introduce the Shop tab in the Amilia mobile app that allows clients to browse and shop directly through the app. The purchase flow mirrors the browser version, for a smooth and familiar experience.





Search Capabilities

SmartRec's search functionality is designed for maximum ease of use, making it simple for customers to quickly find what they need. With powerful search options, including text-based search and customizable filters, users can easily navigate through tabs to locate programs and information with precision. Filters include age, day, location, facility, program type, category, and any custom filters defined by the organization. Search results are displayed in order of relevance, and multiple filters can be combined to refine results further, ensuring users can pinpoint exactly what they're looking for, quickly and efficiently. Our Product team is currently working on improvements for the quality and reliability search capabilities.

Reporting and Analytics

SmartRec provides a comprehensive reporting system, offering pre-built and customizable reports for analyzing key metrics. Additionally, your City can create ad-hoc reports tailored to your specific needs, enabling you to gain valuable insights and make data-driven decisions. SmartRec Analytics, powered by PowerBI offers powerful dashboards to increase data insights for facility managers and City management. Overall, SmartRec's reporting and dashboarding tools provide comprehensive insights into the City's activities, programs, and financials, supporting data-driven decisions and monitoring of performance metrics with ease. With SmartRec, our reporting features are not only powerful but also user-friendly and designed to give the City unparalleled visibility into every aspect of its operations.

Additionally, the software offers the ability to filter the database and create lists, all of which can be analyzed within the platform or synced with other systems for deeper analysis. Finally, all data is available with our state-of-the-art API that can be manipulated in other third-party systems, as required. One of the top efficiency gains realized by administrators is no duplication of data and a single source of truth in the platform. Additionally, many data points are visually represented in the platform allowing for analysis of data prior to exporting to excel or another tool. Most importantly, entire modules and tools exist to reduce the need to export data and work manually (ex: wait list automation, refund to credit card, payment action center, mobile app for staff – digital rosters etc.).



What's new in Reporting!



We've listened closely to feedback from our clients and are excited to announce some significant improvements to our reporting features. These updates are designed to make your experience even more efficient and user-friendly, with enhanced customization options, better data visualization, and more detailed insights. We believe these changes will help you make more informed decisions and streamline your reporting process. We're committed to continuously evolving our platform to meet your needs, and we're excited for you to experience these new features.

- [Activity Participant Registration Information report](#) Use this report to calculate contract instructor payouts! It provides the amount paid and credited per participant. Takes cancellations, discounts, and proration into consideration! Includes 'Cancellation time' and 'Registration time' columns, which are useful when you need to manually apply cancellation fees on last-minute drop-in cancellations.
- [Actionable 'Invoice link' column](#) - The 'Invoice link' column provides the Invoice ID# and a clickable link directly to the invoice in client billing. This optional column appears in Excel and on the report web-view. Available on select reports.
- [Scholarships report - Cancellation and refund visibility](#) The report now shows a scholarship payment made on one excel row and also a correction/cancellation on a separate row, each on their respective dates.
- [Account owner details in journal entries export](#) - Cross-reference journal entries with the client's billing by referring to the Account Owner and Account ID columns in the journal entries export.
- [Save/update your filter selections & load your report templates](#) - Pull your customized reports in less clicks with saved filter/column selections and the ability to edit saved report templates. We've increased the number of reports that support templates.
- [Apply three new filters to the Failed Transactions report](#) - Admins can filter the 'Failed Transactions' report in the Payment Action Center with three new columns, 'Payment method', 'Transaction type', and 'Failure Reason'. Sort the table by any column and export the data to Excel. This makes it easier to track failed transactions and follow up with clients.
- [Merchandise Configuration Export](#) - This report makes it easy to audit and update inventory, especially for organizations that sell a large variety of merchandise. Notable columns include Item name, variant name, inventory count, Item tags, SKU, shipping details, sales tax config, payment methods, etc.
- [Payment by item report - Get payment status details](#) - Refer to the new 'payment status' column to identify if any credit card or eCheck payment is still "Processing" or if it has reached the "Completed" state.
- [Client tag assignments report - Track tag expiration dates](#) You can assign an expiration date on a tag which auto-removes the tag once it expires. For example, time-tag customers you consider 'new'. Use the Client tag assignments report to view tags and expiration dates.

SmartRec Analytics — Powered by PowerBI



Leveraging our powerful API and Webhook infrastructure, SmartRec Analytics syncs key facility, operational, and financial data with a pre-designed collection of PowerBI dashboards to provide actionable insights to the City's staff according to their permission level. Dashboards can be viewed from the City or facility level to ensure data is displayed in optimal formats to key stakeholders. SmartRec Analytics supports visualizing and tracking Sales by facility, programs, and seasonality; Enrollment by location and time of day; Demographics by overall participants, age, gender, household makeup, most popular programs, and map; Retention forecast and net over time; Self Serve by revenue source and over time. Insights can be provided per facility or to the City and the City can create custom PowerBI dashboards according to their specific needs.

Payments and Refunds

Automated Billing and Invoicing

Amilia's automated billing tools offer the City a variety of powerful billing options that cater to the convenience of residents, allowing them to pay for services in a way that suits them best, such as through installments or monthly, similar to subscription services such as Netflix or Spotify.

The platform provides the flexibility to support various payment methods like credit card, debit, and eCheck payments. Amilia ensures that payments are collected on time without the need for manual reminders or the incurrence of late fees.

SmartRec also offers numerous payment and operational automations to improve staff efficiency, without reducing overall governance of Accounting Department processes, one example is automatic failed transaction (payment, refund etc.) and automatic expiring credit card notifications via the Payment Action Center.

Refunds

In SmartRec, refunding payments is designed to be straightforward, with flexibility to accommodate different payment methods and scenarios:

- **Online Payment Refunds:** When a payment is made online (via credit card or eCheck), refunds must be processed back to the same payment method used for the original transaction. This ensures consistency and security in the refund process. Refunds cannot exceed the original payment amount.
- **Cancellation Refunds:** If a program or service is canceled, SmartRec allows you to credit the customer's account and issue a refund through the same method they initially used for payment (such as credit card or eCheck). This ensures a seamless experience for the customer when cancellations occur.
- **Direct Refunds:** For situations where you need to refund a client without canceling the invoice, SmartRec allows direct refunds to a client's credit card, providing flexibility to handle refunds without altering the invoicing record.
- **eCheck Refunds:** In cases where payment was made via eCheck, you have the ability to cancel the eCheck within 24 hours. After 24 hours, you must wait up to 10 business days for the refund to be processed by the bank before issuing it.

Payment Action Center



This is [a powerful tool](#) to aggregate any failed payment (for any reason) and automate the process of having members update expiring credit cards. The payment action center helps associations successfully update card data over 90% of the time resulting in a significant reduction in delayed revenue and reductions in the staff time required to chase revenue.

Financials

Built In Financial Operations

Dive into your City's performance through real-time accounting and sales metrics that help you forecast budgets and measure success. Get critical insights into resident activity by tracking registrations, billing, payments, day to day activities and so much more. With our platform, you can effortlessly track revenue, credits, refunds, and payment transactions, ensuring you always have a clear view of your financial status.

SmartRec is built on sound accounting principles and can work with operations on accrual, modified cash/accrual, and cash accounting. SmartRec allows you to mirror your charter of accounts (GL's) inside the platform and provides detailed reports to easily audit and report on operations. A core principle of Amilia's financial infrastructure is that the past cannot be changed and everything, including all changes, must be clearly auditable.

Third-Party Accounting Systems

There are two options for integrating financial data collected in SmartRec with any third-party financial system. The first is done in partnership with our Professional Services team after an assessment of financial needs. After the assessment the Amilia team will provide a clear process to pull a report(s) from our platform and create a repeatable process to upload the correctly formatted report to your third-party Accounting System. For organizations with robust IT capabilities, we recommend an integration that would pull data automatically from SmartRec's API and transform it into any standard ETL tool. It will ensure data synchronization and eliminate the need for manual data entry.



What's new in Client Accounts & Billing!

- **[PDF copies attached to email statements](#)**- When an admin sends a statement to a client (or when your organization receives its monthly Amilia invoice), a PDF copy is attached in the email notification for ease of access.
- **[Improved search capability in the Clients tab](#)** - Cross-reference your reports and your clients list by using the Account ID to search in the Accounts or People subtab. In the People subtab, any of the three account owner phone numbers will give a search result of all child members and the account owner.
- **[ACH/eCheck refund](#)** - Use the cancel/refund feature in Client billing to cancel and refund an eCheck, just like you would a credit card transaction!
- **[Actionable 'Failed payment' notification for clients](#)**- The failed payment notification contains a clickable link to log in, as well as links from the Help Center that explain how to update payment methods. Support requests are directed to email instead of phone.



- **Actionable 'Failed payment' notification for clients** - The failed payment notification contains a clickable link to log in, as well as links from the Help Center that explain how to update payment methods. Support requests are directed to email instead of phone.
- **Save time by using a quick link to journal entries** - In the client's billing page, open the Operations menu and select the 'Journal entries' button to view journal entries related to the client's account.

Compliance

At Amilia, we place paramount importance on maintaining comprehensive compliance within our SaaS server systems, internet connectivity, and local site installations. We adhere to the stringent requirements of PCI-DSS and other relevant regulations, ensuring that our systems and processes are consistently aligned with the highest standards of security and data protection.

PCI DSS

Amilia and SmartRec are level 1 PCI DSS compliant which is the highest in security levels according to PCI DSS standards. Additionally, Amilia's integrated payment processors are also PCI level 1 compliant. Amilia's certification is renewed annually. Our PCI DSS version 4.0.1 assessment is current and upheld. New requirements that come from revisions are always applied before the required timelines. Amilia's attestation of compliance (AOC) can be requested from <https://trust.amilia.com/>.

The following is done throughout the year to maintain the PCI DSS compliance standards:

- Quarterly scans which include 1 network test
- Semi-annual intra-VLAN test
- Annual audit and phishing test
- Business Continuity and Disaster Recovery strategy:
 - Tabletop exercise
 - Policy
- PCI-DSS Service Provider Level 1
 - AOC
- SOC 2 and HIPAA compliance
 - SOC 2 report from external auditor
- Security and Compliance Automation Tool: Vanta
 - Trust.amilia.com

SOC 2

SOC 2 refers to the Systems and Organization Controls type 2, a standard defined by the American Institute of Certified Public Accountants, which specifies how organizations should manage customer data. The standard is based on the following trust services criteria:

- Security
- Availability
- Processing
- Integrity



- Confidentiality
- Privacy

Amilia SmartRec has designed 80 security controls to comply with SOC 2 standards; these controls ensure compliance and are monitored in near-real time by Vanta, a third party security and compliance automation platform. You can view the status of all monitored controls in our Trust Center at <https://trust.amilia.com/>. In addition, Amilia is audited by a third party auditor annually to confirm the suitable design of our controls per SOC 2 requirements. A copy of our latest SOC 2 Type I auditor report can be requested on our Trust Center.

Regular system enhancements/updates

The maintenance of our platform is included in the licensing fees. This fee includes system maintenance and regular upgrades, customer support, and account management services. As long as you are an Amilia SmartRec customer, maintenance and support is provided at no extra cost.

Amilia practices Continuous Delivery practices and pushes changes to production daily. Amilia has multiple staging environments and automated tests to ensure this is seamless for our clients. A pure SaaS product means we follow the most modern software practices and manage 1 version of the software. All our clients use the most up to date version of SmartRec and we do not need to replicate environments as we scale.

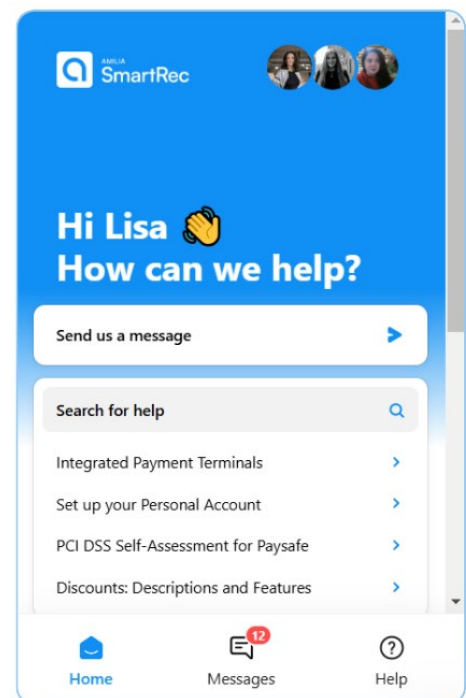
You can see what is new with our product here: [What's new with Amilia](#).

Support

The Amilia Customer Care team is composed of highly skilled and knowledgeable professionals dedicated to providing the highest level of support to our valued customers. With extensive experience in the industry and a deep understanding of SmartRec technology, our Customer Care specialists are always ready to assist you with any questions or concerns you may have.

Available through chat, phone, and email, we make sure that you can reach us according to your preferences. Our team is committed to promptly addressing your inquiries and providing timely solutions to any issues that may arise. We support both your organization's administrators and your end-users. As the City of Escondido has experience in the excellent service we offer your staff, with providing Amilia's customer service 100% CSAT scores for each assistance in the last six months.

Our support also includes numerous tools to assist our clients related to learning and support, including access to our 24/7 Help Center. This includes support documents, webinars, videos, and a chatbot.

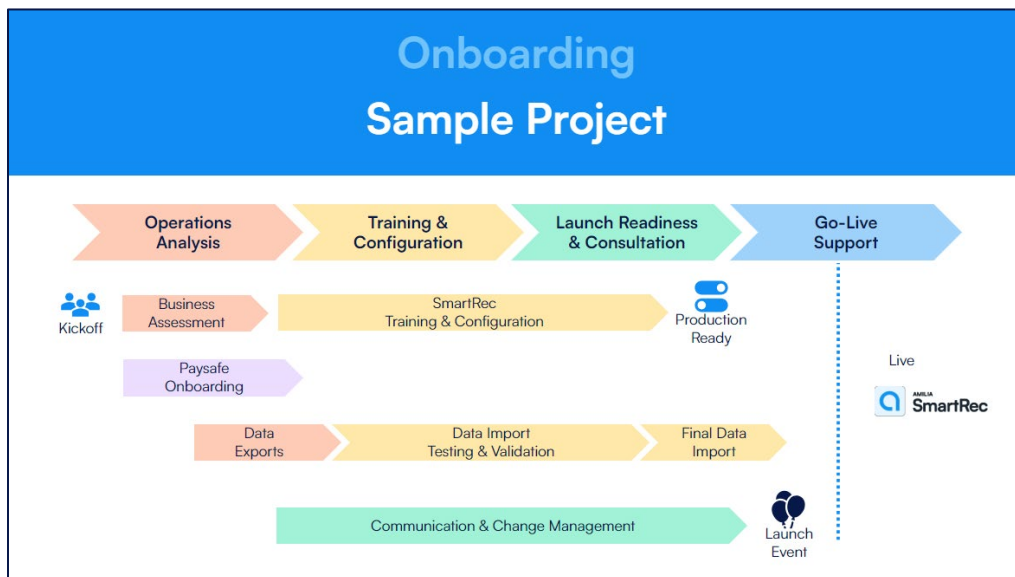


Implementation Planning and Training



As the City's current solution, there will be no requirement for training and implementation project or costs. Additional training is always available to your and your team with additional discounts for bulk training such as re-training all staff or providing new hire training for groups. There are continuous trainings rendered available via our online university as well as on going webinars to discover new features and updates to Amilia. As being with a current partner with Amilia there will be no concerns for an implementation or go-live date.

In keeping aligned with the RFP proposal we are including a typical proposed sample project approach as shown below. This is a high-level timeline and will not be required if you to continue your journey with Amilia.



At Amilia, our forward-thinking approach to optimizing the customer journey and enhancing the overall customer experience centers on a comprehensive strategy that encompasses evaluation, design, development, testing, and launch phases.

Amilia follows a phased approach to ensure all deliverables and key milestones are met. Each phase builds on the last making the process feel organic and collaborative. To handle the intricacies of each department and/or facility, while coordinating a holistic approach for your organization, some may be grouped or handled individually throughout the implementation and training process. These groups, if applicable, will be identified during the initial phase.

Our implementation phases are listed below. As these phases of implementation are not required for the City of Escondido, we are including the details for reference.



1. Analysis & Solution Design Phase	2. Training & Configuration Phase
<ul style="list-style-type: none"> Kickoff Business Process Assessment Training Needs Assessment Solution Design 	<ul style="list-style-type: none"> Superuser training/Train the Trainer Change Management Configuration
3. Acceptance & Validation Phase	4. Go-live and Stabilization Phase
<ul style="list-style-type: none"> User Acceptance Testing (UAT) Training Validation Final Approval 	<ul style="list-style-type: none"> Go-Live Preparation Go-Live Support Stabilization Phase Customer Success transfer

Project Management Services

For new implementation projects, we typically provide dedicated project management services to ensure a smooth and successful rollout. However, since the City of Escondido is already an existing client, you will not require a dedicated project manager for this process. Instead you have access to your full time Customer Success Manager, Ali. With your system already in place, we can efficiently support any updates or enhancements without the need for a full-scale project management approach. Your CSM resource and our support team remain available to provide guidance and support as needed, ensuring a seamless experience as you continue to leverage our platform.

Training Strategy

Amilia offers a comprehensive training program to support its clients with the adoption of SmartRec. Amilia's training approach is modelled after the Miller Competency Framework. We build learner's proficiency in phases, and make sure all individuals have the skills they need to continue beyond implementation and into the day-to-day use of SmartRec.

Additional training is always available should your team wish to refresh or enhance their skills with the system. While no further training is necessary given your current familiarity with the platform, we understand that needs can evolve over time. If you'd like to dive deeper into specific features or if new staff members require onboarding, we're more than happy to provide tailored training sessions to ensure your team is fully equipped to make the most of all the system's capabilities.

Our training still includes the following:

- Self-serve CBT learning via the **Amilia University** - <https://university.amilia.com/>
- **Instructor-led Training** conducted live by your assigned Implementation Consultant, either through Microsoft Teams or in person
- Just-in-time learning via detailed **Help Center** articles - <https://help.amilia.com/en/>
- Live learning via **webinars** open to all Amilia customers - <https://help.amilia.com/en/collections/2553921-webinars>



Email Customization

We offer you communication templates designed to elevate your email messaging for diverse objectives. These customizable templates are created to seamlessly integrate with your organization's branding and messaging, ensuring a cohesive and professional presentation. Admins can configure several automatic email reminders that can be sent prior to membership expiry based on day(s)/week(s)/month(s) remaining.

Emails can be generated natively within SmartRec for specific groups, member types, activity registrants and more. Administrators have the ability to cancel classes which will automatically email participants and offer options to credit the clients' accounts. For more advanced email marketing, we offer a native integration with Constant Contact and iPost as well as Mail Chimp via our native integration with Zapier.

- **Surveys-** Survey automation is available via the SmartRec Text Messaging as well as via our native integrations with iPost and Constant Contact (see Email/Marketing for more information).
- **Website Integration** - Amilia is proud to offer seamless integration between our software and your association's website by using iFrame technology. This allows for an uninterrupted and streamlined customer experience, where your clients can navigate directly from your website to the Amilia store without any disruption or redirection. By embedding the store on your website, you'll be able to maintain brand consistency and provide a convenient and familiar experience for your clients, increasing engagement and loyalty.
- **Google and Facebook Advertising** - With Amilia, you can easily integrate your Google and Facebook accounts and advertise your services to your target audience across multiple platforms. Our software provides the tools you need to create effective ads, track conversions, and measure performance, allowing you to optimize your ad spend and see a real return on investment.
- **App Store** is a core part of SmartRec's strategic offering. It lists key partners and integrations that can benefit the operations of the City. Examples include, but are not limited to Google Analytics, Power BI, Facebook Ads, Google Ads, Constant Contact, and Zapier. In general, integrations allow but integration of valuable datasets housed in SmartRec with other tools to increase the value they bring.

Conclusion

In conclusion, we are confident that Amilia is still the ideal fit for the City of Escondido as you look toward transforming your digital commerce and customer experience. Our platform, designed with a mobile-first and accessibility-focused approach, will enhance the experience for participants, volunteers, and residents alike, while streamlining internal operations and supporting your mission of empowering individuals. As we continue to enhance our product, maintain our high level standard of service, we look forward to your journey continuing to be part of the Amilia family.

Amilia will serve as a strategic partner invested in your success. Our deep commitment to user-centered design, continuous innovation, and exceptional customer support will help you stay focused on your mission while we handle the rest. By partnering with Amilia, you're choosing a company that is dedicated to long-term collaboration and continuous improvement to your city and the communities you serve.



We are excited about the opportunity to contribute to the next chapter of the City of Escondido's journey and view this as the continuation of a lasting, productive relationship. We are confident that SmartRec will continue to be the cornerstone of your ongoing success.

Thank you for taking the time to review our proposal, and for considering us as your strategic partner. We are eager to continue our journey with you.



STAFF REPORT

June 11, 2025

File Number 0600-10; A-3488-1

SUBJECT

APPROVE FIRST AMENDMENT TO CONSULTING AGREEMENT FOR THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-42 authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Consulting Agreement dated February 21, 2024 with STC Traffic, Inc. ("STC") in the amount of \$160,455 for the South Escondido Access Improvements Project ("Project").

Staff Recommendation: Approval (Chris McKinney, Interim Development Services Director/ Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

In 2023, the Federal Highway Administration ("FHWA"), through the Highway Infrastructure Program ("HIP"), allocated \$1.4 million to the City of Escondido for this Project, referred to as the South Escondido Access Improvements Project as part of the Community Project Funding/Congressionally Directed Spending ("CPFCDs") Program. There are adequate funds in the CIP budget to fund this Project which was titled Centre City Parkway Signals Project in the adopted CIP Budget.

The additional budget being recommended by Staff is adequate to perform the extended scope of work and services required to complete the design of the Project and to provide support during bidding and construction. With the addition of the proposed First Amendment, the total cumulative agreement price would increase to \$459,576.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On May 25, 2022, the City Council approved the Local Roadway Safety Plan that identified the highest priority locations for future safety improvements after considering all Citywide collision data over a five-year timeframe. The plan included the Centre City Parkway Signals Project as one of six priority projects.

On December 6, 2023, the City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC in the amount of \$299,121 for the engineering design services of the Project.

BACKGROUND

The Project will improve the intersections of Centre City Parkway/South Escondido Boulevard and Centre City Parkway/Brotherton to control movements through the intersections and calm traffic with the goal of increasing safety, improving pedestrian access, and minimizing impacts on traffic congestion.

The City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC on December 6, 2023 for engineering design services for the Project. Included in the scope of work under this contract was a preliminary evaluation for:

1. Analyzing traffic signal alternatives at the intersection of Centre City Parkway/Brotherton;
2. Analyzing intersection layout alternatives for the intersection of Centre City Parkway/Brotherton;
3. Analyzing intersection layout alternatives for the intersection of Centre City Parkway/South Escondido Boulevard with a focus on restricting left turns and adjusting the signing and striping around this intersection; and
4. Performing a traffic corridor analysis.

The goal of the preliminary evaluation was to determine which alternatives would be most effective in addressing the City's needs of increasing pedestrian and vehicular safety and improving pedestrian access while minimizing congestion in the area.

Upon completion of the preliminary evaluation, it was determined that installing a pedestrian signal at the intersection of Centre City Parkway/Brotherton and installing a traffic signal at the intersection of Centre City Parkway/South Escondido Boulevard would meet all of the Project goals of increasing safety, improving pedestrian access, and will result in minimizing congestion in the corridor. As a result of the selected alternatives for the improvements to the two intersections, the level of effort to complete the scope of work for the Project has increased.

An amendment to the agreement with STC, the engineering design consultant, is requested based on the increased level of effort needed to complete the scope of work for the updated configurations of both the Centre City Parkway/Brotherton and Centre City Parkway/South Escondido Boulevard intersections. Staff recommends a contract amendment with STC in the amount of \$160,455 to ensure proper design, as-built



CITY *of* ESCONDIDO

STAFF REPORT

research, utility coordination, field reviews, topographic survey and base mapping, environmental regulation compliance, traffic analysis, drainage study and water quality compliance, and support during bidding and construction.

Project Status:

The Project is transitioning from the preliminary analysis phase into the design phase. The amendment will allow STC to move forward with the design phase and complete all needed work to prepare bid ready construction documents for improving the intersections at Centre City Parkway/Brotherton and Centre City Parkway/South Escondido Boulevard.

RESOLUTIONS

- a) Resolution No. 2025 – 42
- b) Resolution No. 2025 – 42— Exhibit “A” — First Amendment

RESOLUTION NO. 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH STC TRAFFIC, INC. FOR THE DESIGN OF THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program ("CIP") Budget for the South Escondido Access Improvements Project ("Project"); and

WHEREAS, on December 6, 2023, the City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC Traffic, Inc. in the amount of \$299,121 for the engineering design services of the Project; and

WHEREAS, additional design services are required of STC Traffic, Inc. to support the design and construction of the Project in the amount of \$160,455; and

WHEREAS, approval of the proposed First Amendment will bring the total contract price of the Agreement to \$459,576.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a First Amendment in the amount of \$160,455 to the Consulting Agreement with STC Traffic, Inc., which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.
3. That the City Manager is authorized to approve all subsequent amendments to the Agreement with STC Traffic, Inc. regarding the Project, consistent with the Escondido Municipal Code.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

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

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

And: STC Traffic, Inc.
a California corporation
5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
Attn: Jason Stack
760-602-4209
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated February 21, 2024 ("Agreement"), wherein CITY retained CONSULTANT to provide services for the complete design of and provide support during bidding and construction for the South Escondido Access Improvements Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this First Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$160,455**, pursuant to the conditions contained in "Attachment A" to this First Amendment.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

STC Traffic, Inc.

Date: _____

Jason Stack, TE, PTOE, President

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

STC Traffic, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's South Escondido Access Improvements Project ("Project").

B. Location

Consultant to provide services in relation to the City's South Escondido Access Improvements Project, including certain services located at the intersections of Centre City Parkway and Brotherton Road, and Centre City Parkway and South Escondido Boulevard.

C. Services

The Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between the Agreement, this First Amendment (including this Scope of Work) and Exhibit 1, the terms of this Agreement and the First Amendment shall prevail. Services shall generally include:

1. Provide Project Management services throughout the design of the South Escondido Access Improvements Project;
2. Perform as-built research, utility coordination, and field reviews;
3. Perform topographic surveying and base mapping;
4. Obtain environmental approval through NEPA and CEQA;
5. Develop alternatives for City analysis;
6. Prepare a traffic operations analysis report;
7. Perform a drainage study and ensure water quality compliance;
8. Provide detailed design including plans, specification and engineer's estimate and scheduling; and
9. Provide bidding and construction support for the Project.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Nicholas Josten at 760-839-4655 or nick.josten@escondido.gov. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price of this First Amendment shall not exceed \$160,455. The contract price of this First Amendment (\$160,455) will bring the total contract price of the Agreement to **\$459,576**. 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

The term of this First Amendment shall be from the Effective Date of the this First Amendment through **June 30, 2027**.

G. Other

Consultant's duties and services under this First Amendment shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for

qualifications, or any other solicitation regarding a subsequent or additional contract between Consultant and the City. The City entering this First Amendment shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.



STAFF REPORT

June 11, 2025
File Number 0480-70

SUBJECT

FY2024 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND BUDGET ADJUSTMENT

DEPARTMENT

Police and Fire Departments

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-61 authorizing the Escondido Police Department to accept FY2024 Urban Area Security Initiative (UASI) grant funds in the amount of \$281,393; authorize the Police Chief or his designee to execute all grant documents on behalf of the City, and approve budget adjustments needed to accept and spend grant funds.

Staff Recommendation: Approval (Police Department: Ryan Banks, Interim Chief of Police)

Presenter: Ryan Banks, Interim Chief of Police

ESSENTIAL SERVICE – Yes, internal services requirement of Police and Fire/EMS Services.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

None

PREVIOUS ACTION

On May 15, 2024, the City Council authorized the Fire Department to accept \$53,300 in funds from the FY2023 UASI Grant.

BACKGROUND

The UASI grant funds are shared between the Police Department and the Fire Department. The City received a FY2024 Urban Area Security Initiative ("UASI") Grant in the amount of \$281,393. UASI funds support regional efforts to prevent, mitigate, respond to, and recover from acts of terrorism or disaster. The Urban Area Working Group ("UAWG") vetted and approved Escondido's proposed UASI projects.



CITY of ESCONDIDO

STAFF REPORT

The FY2024 UASI grant will fund, in part, a Modular Barrier System providing a rapidly deployable fixed-in-place Hostile Vehicle Mitigation (“HVM”) barriers or be utilized as a primary security system for entry points, roadways and perimeters. Funding was approved for the following items:

- \$72,552 – Fire Department – Training and Tuition
 - Training and Tuition (\$72,552) - Grant funds to be used to cover the costs of Escondido firefighters to attend the following training courses: Confined Space, Structural Collapse, Swiftwater Rescue, Tactical Rescue, Rope Rescue Technician, California Fire EMS & Disaster Conference. These trainings will enhance the technical rescue skills and abilities of firefighters to be better prepared when emergency rescue is necessary.
- \$208,841 – Police Department – Tuition and Barrier System
 - Western States Association of Canine Police Conference (\$10,000) - Grant funds to be used to cover the costs of tuition and travel to the 2025 Western States Association of Canine Police Conference.
 - Modular Vehicle Barrier System (\$198,841) - Grant funds to be used to cover the costs of a seventy-two (72) Modular Barrier System. Utilized in small to medium configurations to provide pedestrian safety barriers while larger configurations are capable of blocking ten lanes of traffic.

RESOLUTIONS

- a) Resolution No. 2025-61

ATTACHMENTS

- a) Attachment “1” – Budget Adjustment

RESOLUTION NO. 2025-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACCEPT, ON BEHALF OF THE CITY, THE FY2024 URBAN AREA SECURITY INITIATIVE GRANT IN THE AMOUNT OF \$281,393; EXECUTE ALL NECESSARY GRANT DOCUMENTS; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to train Police and Fire Department staff for emergency preparedness; and

WHEREAS, the City of Escondido desires to obtain updated equipment for emergency preparedness for the Police and Fire Departments; and

WHEREAS, Escondido Police and Fire Departments have designated the FY2024 Urban Area Security Initiative Grant to address these goals; and

WHEREAS, the FY2024 Urban Area Security Initiative Grant has designated \$281,393 to be awarded to the City of Escondido for this purpose.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police for the City of Escondido or his designee to accept the FY2024 Urban Area Security Initiative Grant in the amount of \$281,393 and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.

3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new grant number for tracking and spending of grant funds.



BUDGET ADJUSTMENT REQUEST

Department:	Police	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett x4734	
City Council Meeting Date: (attach staff report)	June 11, 2025	


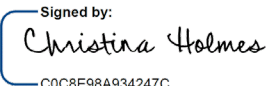
EXPLANATION OF REQUEST

<p>A budget adjustment is needed to spend FY24 Urban Area Security Initiative (UASI) funds for equipment and training expenses.</p>

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	\$281,393	
Fire Grants	451-New Project Number	\$281,393	

APPROVALS

<div>Signed by:  6FB634E7C97745F...</div>	6/2/2025	<div>Signed by:  C0C8E98A934247C...</div>	6/3/2025
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

June 11, 2025
File Number 0480-70

SUBJECT

FY2024 STATE HOMELAND SECURITY GRANT PROGRAM AND BUDGET ADJUSTMENT

DEPARTMENT

Police and Fire Departments

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-60 authorizing the Escondido Police Department to accept FY2024 State Homeland Security Grant funds in the amount of \$67,997; authorize the Chief of Police or his designee to execute all grant documents on behalf of the City, and approve budget adjustments needed to accept and spend grant funds. The County of San Diego Office of Emergency Services has authorized the City of Escondido to spend its funds on equipment to support regional public safety projects. The Fire Department will receive \$35,435 and the Police Department will receive \$32,562 from this award.

Staff Recommendation: Approval (Police Department: Ryan Banks, Interim Chief of Police)

Presenter: Ryan Banks, Interim Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services and Fire/EMS Services

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

There will be no impact on the General Fund Budget. The State Homeland Security Grant Program is federally funded. There is no match requirement.

PREVIOUS ACTION

On August 7, 2024, the City Council authorized the Police and Fire Departments to accept a 2023 State Homeland Security Program Grant award in the amount of \$86,760. The City of Escondido began participating in the State Homeland Security Grant Program in 2003. As a result of this program, the City of Escondido has received valuable safety equipment and preparedness funding.

BACKGROUND

The implementation of the State Homeland Security Management Grant Program is to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events.



CITY of ESCONDIDO

STAFF REPORT

The Escondido Police and Fire Departments applied for FY2024 State Homeland Security Grant Program funds in December 2023. The departments received notification in April 2025 that the application was approved for \$67,997 in funding. The County of San Diego Office of Emergency Services authorized the City of Escondido to utilize funding on equipment and planning to support regional public safety projects. The funding amount received is based on a formula that considers the jurisdiction's population and number of first responder personnel. Funding was approved for the following items:

- \$35,435 – Fire Department - Mechanical Chest Compression Device
 - Mechanical Chest Compression Device - Grant funds to be used to cover the costs of three (3) Mechanical Chest Compression Devices (“MCCD”) for the Escondido Fire Service use which will enhance first responders’ ability to achieve the return of spontaneous circulation without the shortcomings of manual CPR, allow our first responders to provide optimal medical care to the public. This equipment will enhance Escondido Fire’s medical and public health capabilities.
- \$32,562 – Police Department – Investigative Software Licenses, Thermal Imaging, Radiation Detection, Robotic Platform
 - Investigative Software Licenses (\$5,000) - Grant funds to be used to cover the costs of forensic technology software to enhance investigative capabilities. These software packages will help analysts and detectives pinpoint areas of criminal activity. This information will be used to strategically deploy resources to prevent crimes and improve community safety.
 - Thermal Imaging Equipment (\$5,000) - Grant funds to be used for equipment to detect heat sources even in darkness or adverse conditions. Item is used to identify heat sources or areas that may have been recently occupied, aiding in the investigation and incident response.
 - Radiation Detection Devices (\$7,400) - Grant funds to be used for preventative radiation detection equipment for personnel and facility safety.
 - Robotic Platform (\$15,162) - Robotic platform that can be easily deployed to many environments, allowing video and audio capabilities.

RESOLUTIONS

- a) Resolution No. 2025-60

ATTACHMENTS

- a) Attachment “1”—Budget Adjustment

RESOLUTION NO. 2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACCEPT THE FY2024 STATE HOMELAND SECURITY GRANT IN THE AMOUNT OF \$67,997; EXECUTE ALL NECESSARY GRANT DOCUMENTS; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENTS.

WHEREAS, the City of Escondido desires to obtain updated equipment and software for emergency preparedness for Police and Fire Departments; and

WHEREAS, the Escondido Police and Fire Departments have designated the FY2024 State Homeland Security Grant to address this goal; and

WHEREAS, the FY2024 State Homeland Security Grant Program has designated \$67,997 to be awarded to the City of Escondido for this purpose.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido or his designee to accept the FY2024 State Homeland Security Grant in the amount of \$67,997 and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.
3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new grant number for tracking and spending of grant funds.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett x4734	
City Council Meeting Date: (attach staff report)	June 11, 2025	


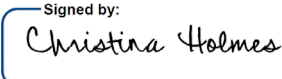
EXPLANATION OF REQUEST

A budget adjustment is needed to spend grant funds for FY 2024 State Homeland Security Grant Program for equipment expenses.
--

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-new project number	\$67,997	
Police Grants	451-new project number	\$67,997	

APPROVALS

<div>Signed by:  6F8634E7C97745F</div>		<div>Signed by:  C0C8F98A934247C</div>	
6/2/2025		6/3/2025	
DEPARTMENT HEAD		FINANCE	
DATE		DATE	



STAFF REPORT

June 11, 2025
File Number 0430-30

SUBJECT

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET STATUS

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council to review the proposed Fiscal Year 2025/26 Five-Year Capital Improvement Program and Budget and authorize staff to return with the Fiscal Year 2025/26 Capital Improvement Program and Budget for final adoption on June 18, 2025.

Staff Recommendation: Provide Direction (Finance: Christina Holmes, Director of Finance)

Presenter: Lyn Cruz, Accountant II

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

The Preliminary Five-Year Capital Improvement Program and Budget document can be viewed on the City's website: <https://escondido.gov/187/Capital-Improvement-Program>.

PREVIOUS ACTION

The preliminary Five-Year CIP and FY2024/25 CIP Budget update was taken to the City Council on May 22, 2024. The City Council approved the Five-Year CIP and Budget for FY2024/25 on June 19, 2024.

BACKGROUND

The Five-Year Capital Improvement Program ("CIP") is a five-year planning tool for major infrastructure, capital construction, improvements, maintenance projects, and other non-capital type projects to accommodate restricted funding requirements. The CIP budget is adopted for a single year only, but the plan includes projected programming over a five-year period. The budget is updated and developed annually with a review of on-going projects, determination of available funding, and evaluation and prioritization of projects that respond to current needs and priorities of the City of Escondido ("City").



CITY *of* ESCONDIDO

STAFF REPORT

Section 1 of the attached Preliminary CIP Budget lists the staff recommendations of projects to be funded in the FY2025/26 Five-Year Capital Improvement Program. A detailed description of each project and the funding source is provided, sorted by the type of project: Library, Parks and Recreation, Public Art, Public Safety, Public Works, Streets, Wastewater Utilities and Water Utilities.

A description of funding sources and projected available balances and uses are listed in Section 2 of the Preliminary CIP Budget. Nearly all capital projects in the City are paid for using funds which are restricted in some fashion by the funding source:

- Gas Tax, Road Maintenance and Rehabilitation funds, and Transnet funding account for a majority of the City's \$13 million in street projects.
- Development Impact fees, including Park Development, Public Art, Public Facilities, Storm Drain, and Traffic Impact Fees, are collected for the purpose of mitigating the impact of the development on the community. As the City continues to experience growth and expansion resulting from new development, it is anticipated that in FY2025/26, approximately \$10.2 million from collections of development impact fees will be available to support appropriate projects.
- Water and Wastewater Capital Projects totaling \$8.9 million this year are funded by a combination of customer fees.



June 11, 2025

Public Hearing Item No. 9:

ADOPT COMMUNITY DEVELOPMENT PRIORITIES FOR THE 2025-2029 CONSOLIDATED PLAN AND FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (“HOME”)

- This Public Hearing item has been continued to
June 25, 2025 Council Meeting at 5:00 P.M.



STAFF REPORT

June 11, 2025
File Number 0430-20

SUBJECT

REQUEST FOR AUTHORIZATION TO FILE A SMART GROWTH INCENTIVE PROGRAM GRANT APPLICATION FOR GRANT FUNDS AND ACCEPTANCE OF TERMS OF GRANT AGREEMENT

DEPARTMENT

Development Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-66, authorizing the Development Services Department to submit an application for the Smart Growth Incentive Program grant application and accept the terms of the grant agreement.

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

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

This item would support the City's implementation of the sixth cycle housing element and assist in maintain compliance with the requirements set forth by state housing element law.

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

Approval of this request would result in no direct fiscal impact to the City as it would authorize submittal of an application for consideration by the awarding agency. In the event the Project is selected for funding, the City would receive up to \$315,000 for funding of this Project and a subsequent budget adjustment would be brought before the City Council for action.

PREVIOUS ACTION

The City Council Housing Subcommittee received information on housing trust fund models at the May 20, 2025 subcommittee meeting. The Subcommittee unanimously agreed to move the SGIP funding request for the Housing Trust Fund Project to the full City Council for decision.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The San Diego Association of Governments (“SANDAG”) is soliciting applications for its Smart Growth Incentive Program (“SGIP”). The SGIP Program provides San Diego County residents with safer, more efficient, and accessible transportation. Funded by TransNet, the half-cent sales tax approved by voters in 1988 to fund local transportation projects, SGIP funds comprehensive public infrastructure projects and planning activities that facilitate compact, mixed-use, transit-oriented development and increase housing and transportation choices. Since 2009, nearly \$60 million in TransNet funds have been distributed to the cities and the County of San Diego to complete scores of planning and capital projects.

As part of the SGIP application, SANDAG requires an applying agency submit a resolution authorizing submittal of the grant application and accepting the terms of the grant agreement from their elected officials.

Proposed Project

Housing Trust Fund and in-lieu fee: The City’s adopted sixth cycle housing element and East Valley Specific Plan require the creation of an affordable housing trust fund and establishment of an associated in-lieu fee for the East Valley Specific Plan area. This Project would entail creation of an affordable housing trust fund program and procedure for distribution from the fund; an ordinance for incorporation into the Escondido Zoning Code; and establishment of an in-lieu fee to be paid into the fund as required by the East Valley Specific Plan. The objective of the trust fund is to increase affordable housing development within the East Valley Specific Plan area which is located within a high-quality transit corridor and within proximity to the Escondido Transit Center. Robust public outreach and engagement would occur as part of this Project.

RESOLUTIONS

- a) Resolution No. 2025-66
- b) Resolution No. 2025-66 – Exhibit “A” – Smart Growth Incentive Program Grant Agreement Template

RESOLUTION NO. 2025-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO FILE, ON BEHALF OF THE CITY, A SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT APPLICATION FOR GRANT FUNDS AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, up to \$45 million of TransNet funding for Smart Growth Incentive Program (“SGIP”) projects is available to local jurisdictions and the County of San Diego through the SGIP Program; and

WHEREAS, the City of Escondido wishes to receive grant funding from SANDAG; and

WHEREAS, the City of Escondido certifies that it has an adopted Climate Action Plan (“CAP”) or Greenhouse Gas (“GHG”) reduction plan that includes all of the following items:

- Establishes a locally appropriate 2030 GHG reduction target for communitywide GHG emissions derived from the State’s legislative target for 2030 (as established by SB 32 or as amended by future legislation) and establishes long-term targets; and
- Quantifies, using substantial evidence, how local GHG reduction strategies, programs, and measures would meet or exceed the local GHG reduction target; and
- Establishes a mechanism to monitor the plan’s progress toward achieving the target, including reporting data to SANDAG and a requirement to amend the plan if it is not achieving adopted goals.

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

1. That the above recitations are true.

2. That the City Council authorizes the submittal of the Smart Growth Incentive Program grant application for the following Projects to SANDAG, which are:

- Housing Trust Fund and in-lieu fee

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund one or more of these projects, the City of Escondido commits to providing the matching fund amounts per project as listed in the grant application; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG, the City of Escondido City Council authorizes staff to accept the grant funds, execute the grant agreement(s) with no exceptions in substantially the same form as provided with the call for projects, and complete the Project(s), as depicted under Exhibit "A"; and

BE IT FURTHER RESOLVED that, the City of Escondido understands and agrees that SANDAG shall have no liability for costs that may arise associated with the Projects, which are not included in the grant agreement(s), including but not limited to costs stemming from claims, litigation, changes in law, or force majeure events.

**GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[JURISDICTION NAME]
REGARDING [FULL PROJECT TITLE]**

**TRANSNET SMART GROWTH INCENTIVE PROGRAM – CYCLE 6
SANDAG CONTRACT NO. [ERP NUMBER]**

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below by and between the San Diego Association of Governments ("SANDAG") and [JURISDICTION NAME] ("Grantee"). This Agreement expires on [Month and Day, Year], unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

- A.** The SANDAG Board of Directors allocates funds under the TransNet local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The TransNet Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place-making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at <https://www.sandag.org/about/bylaws-and-policies>. This Agreement and the Grantee's performance are subject to Board Policy No. 035, as the same may be amended from time to time, which includes multiple "use it or lose it" provisions.
- D.** On November 22, 2024, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the SGIP Cycle 6 Call for Projects, including up to \$45 million in funding from TransNet.
- E.** On [Insert Date], SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the TransNet SGIP funds for use on climate action planning, planning, and capital improvement projects meeting certain criteria.
- F.** On [Insert Date], the SANDAG Board of Directors approved a list of recommended SGIP Cycle 6 projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.
- G.** The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- H.** Although SANDAG will provide financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

- A.** The total amount payable by SANDAG to Grantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of [dollar amount] (Fund Limit).
- B.** It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.
- C.** Grantee is included in the Regional Transportation Improvement Plan (RTIP). The TransNet MPO ID for the Project is [ID Number].

II. PROJECT BUDGET

The Grantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Grantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Grantee may, with prior written approval from the SGIP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

- 1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,
- 2. The reallocation does not negatively impact the benefits obtained from the Project, and
- 3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of [dollar amount] of the actual cost of the Project, estimated to be [number including two decimals (e.g., 15.00)] percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund

contribution, along with supporting, descriptive, and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is [Project Manager].

The SGIP Program Manager is Goldy Herbon,.

Project Manager continuity and experience are deemed essential in Grantee's ability to carry out the Project under the terms of this Agreement. Should the Grantee change the Project Manager, it will provide written notice to the SGIP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
[Jurisdiction Name]
Attention: [Project Manager]
[Address]
[City, CA, ZIP]

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, as the same may be amended from time to time, including but not limited to Board Policy No. 035.

3. Project Schedule

The Grantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with Board Policy No. 035, as the same may be amended from time to time.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment C.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

[Include the following CIS language for capital projects only.]

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third-party contractors and subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. The CIS is available at <https://sandag.sbdbe.com>. CIS allows SANDAG to monitor the promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each subcontractor to enter the required payment information into CIS. Failure of Grantee or its

subcontractors to enter required information and confirm payments on a timely basis will delay payment by SANDAG to Grantee until Grantee has cured any defects or provided the missing information. Should Grantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

[Include the following DIR language for capital projects only.]

F. Registration with DIR and Prevailing Wage Requirements

All provisions of this section shall be passed through to any subcontractors performing work related to this Agreement. Additional requirements for public works projects are included in Attachment D.

1. Payment of Prevailing Wages

Grantee acknowledges that any work that qualifies as a "public work" within the meaning of California Labor Code section 1720 shall cause Grantee and its subcontractors to comply with the provisions of California Labor Code sections 1775 et seq, which includes the payment of prevailing wages to all workers performing prevailing wage work.

2. Public Works Contractor Registration With DIR

If Grantee or its subcontractors will engage in the performance of a public work as defined by California Labor Code sections 1720 et seq. and will utilize persons who are not employees of a public entity, registration and payment of an annual registration fee to the DIR shall be required of each entity performing the work. This requirement applies to anyone affected by the public works statutes found in the California Labor Code, including but not limited to landscapers, fencers, surveyors, soil testers, dredgers, heavy equipment operators, and inspectors. Registration can be completed online at <https://www.dir.ca.gov/public-works/contractor-registration.html>.

3. Subcontract Requirements

If Grantee will award any subcontracts for the performance of a public work:

- a. Grantee will create a Project Registration Form (PWC-100 form) for each subcontract using the online database of the California Department of Industrial Relations (DIR).
- b. Grantee shall notify SANDAG ten business days prior to the subcontractor performing the prevailing wage work so SANDAG can prepare for labor compliance monitoring. Grantee will provide to SANDAG the name, DIR registration number, and contractor's license numbers of each subcontractor so SANDAG or its labor compliance designee can verify, that the selected subcontractor is currently licensed and registered with the DIR. If SANDAG finds that the selected subcontractor is not licensed and registered with the DIR, SANDAG will promptly notify Grantee and Grantee will be required to notify the selected subcontractor to stop work.
- c. If there are any changes to a subcontractor or lower-tier subcontractor, Grantee will advise SANDAG of these changes as soon as those changes are known to the Grantee.

4. Certified Payroll Reporting to DIR

Grantee and all subcontractors performing a public work under this Agreement shall use the DIR's Electronic Certified Payroll Reporting (eCPR) System, available at <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>, to furnish certified payroll records to the California Labor Commissioner. Grantee and its subcontractors are required to utilize the eCPR system throughout the entire duration of the public work.

5. Certified Payroll Reporting to SANDAG

In addition to the eCPR system, Grantee and all subcontractors performing a public work shall utilize the SANDAG Labor Compliance Monitoring System (LCMS), available at <https://www.sandag.org/about/work-with-us/labor-compliance-monitoring-program> to furnish certified payroll records to SANDAG. If Grantee desires to utilize a different system to provide certified payroll records to SANDAG, it must request prior authorization and receive approval in writing from the Grants Program Manager.

Grantee will be required to enter all of its subcontractors' information into LCMS on an ongoing basis. The SANDAG LCMS will allow Grantee to convert certified payroll records to the XML file format for upload to the DIR system.

6. Retention and Inspection of Payroll Records and Employment of Registered Apprentices

Grantee agrees to comply and cause any of its applicable subcontractors to comply with Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code section 1777.5 regarding employment of registered apprentices, and Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter. In order to ensure compliance with the Labor Code, Grantee and its subcontractors shall be subject to site visits and spot-check audits by SANDAG or its labor compliance designee. During these audits and inspections, SANDAG or its designee may request Grantee or subcontractor records, including but not limited to certified payroll, apprenticeship, and other ancillary records at any time during the term of the Agreement.

If such an audit or site visit discloses that Grantee or a subcontractor has not kept complete and accurate records or complied with the requirements of the California Labor Code, SANDAG will notify the Grantee and request that the Grantee complete a written Action Plan that includes specific actions the Grantee will take to remedy the outstanding issues and a timeline to bring the Project into compliance. Should the Grantee be unable to submit its Action Plan by the deadline included in the notice or complete its Action Plan in a timely manner, SANDAG will notify the DIR of potential labor compliance issues related to the Project.

Additionally, if Grantee was provided an exception to utilizing the SANDAG LCMS, Grantee will be required to input and submit all applicable certified payrolls and accompanying documentation related to the Project, retroactive to the start of the Project, into the SANDAG LCMS.

G. Standard of Care

Grantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its third-party contractors.

H. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

Grantee shall not award contracts with a cumulative value over \$10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of the SGIP Program Manager for such sole source. A Sole Source Request template can be obtained by contacting the SGIP Program Manager. Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff when requesting reimbursement of any third-party contractor expenses to ensure a competitive process was used.

If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the third-party contractor.

2. Debarment

Grantee and its third-party contractors shall review debarment and suspension websites to confirm the proposed third-party contractor has not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the third-party contractor and all of its subcontractors are not currently debarred or suspended by the federal government.
- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at <https://sanctionssearch.ofac.treas.gov/>.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other contractual agreement, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as outlined in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid and agrees not to pay any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Reimbursement Basis

Payment to Grantee for work performed pursuant to this Agreement will be on a reimbursement basis and will be based on actual, substantiated, and allowable costs incurred by the Grantee with documentation provided to SANDAG.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices no more often than quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report using the quarterly report template provided by SANDAG. SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables, and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.
2. Necessary to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Grantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Grantee.
6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of third-party contractor invoices are required for goods or services provided by third parties.
7. Treated consistently following generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting, Reporting, Record Retention, and Access").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.
9. Indirect costs are only allowable if they were included in the Grantee's original project application and Project Budget and were approved by SANDAG.

E. Excluded Costs

In determining the amount of TransNet funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment.
2. Any cost that is not included in the Project Budget.
3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.
4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
5. Indirect costs unless they were included in the Grantee's original project application and Project Budget and were approved by SANDAG.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035 (as the same may be amended). The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) have been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the TransNet Independent Taxpayer Oversight Committee, Transportation and Regional Planning Committees and the SANDAG Board of Directors, to report on its progress and respond to questions from Committee or Board Members or the public.

2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment C) and the SANDAG Grant Monitoring Checklist provided by the SGIP Program Manager, to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan (Notice). Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Agreement or Performance Measures. Grantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the Notice. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.
3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Grantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work in order to receive payment.
4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.
5. Grantee is responsible for the following photo documentation:
 - For capital projects, pre-construction photos, which should illustrate the conditions of the project site before construction and demonstrate the need for improved facilities.
 - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)
 - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be provided to SANDAG with captions including project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain the consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as

SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at <https://www.sandag.org/about/bylaws-and-policies>, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Third-Party Contractors

The Grantee agrees to permit, and require its third-party contractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its third-party contractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule and consistent with Board Policy No. 035 and any amendments thereto.

B. In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects

to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

- C. Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035 (as the same may be amended from time to time), or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.
- D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, complete the Scope of Work, meet the performance measures, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Grantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its third-party contractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its third-party contractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.
2. If Grantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG applicable policy advisory committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the applicable policy advisory committee shall be final. In the event that more than one policy advisory committee is responsible to make recommendations related to SGIP grant awards, the written request shall be submitted to the next regularly scheduled policy advisory committee.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its third-party contractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its third-party contractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means. The payments made to Grantee under this Agreement shall be the full compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Grantee’s governing body submitted with its application, represents the entire understanding of SANDAG and Grantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

[JURISDICTION NAME]

SUSAN HUNTINGTON	Date	[FULL NAME]	Date
Director of Financial Planning, Budgets, and Grants		[Title]	

APPROVED AS TO FORM:

Office of General Counsel	Date
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ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

(Contracts to Insert final Scope and Project Budget from Excel file)

ATTACHMENT B

PROJECT SCHEDULE

(Contracts to Insert final Project Schedule from Excel file)

ATTACHMENT C

PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all SGIP goals and objectives. Grantee agrees to the following performance measures:

(Contracts to Insert final Performance Measures provided by Grants Division)

ATTACHMENT D

PUBLIC WORKS REQUIREMENTS

Any subcontract entered into as a result of the Agreement, shall contain all the provisions of these Public Works Requirements. Use of the term "Contractor" herein shall refer to "Grantee and its third-party contractors" as defined in the Agreement and use of the term "Contract" herein shall refer to the "Agreement".

7 1.01A LABOR CODE REQUIREMENTS

7 1.01A(1) HOURS OF LABOR

Eight (8) hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to SANDAG, twenty five dollars (\$25) for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and forty (40) hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, §§1810 - 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half times the basic rate of pay, as provided in §1815 thereof.

7 1.01A(2) PREVAILING WAGE

The Contractor shall pay wage rates consistent with the State of California Labor Code and the California Department of Industrial Relations.

The wage rates determined by the Director of Industrial Relations can be found in the State Prevailing Wage Rates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

Contractor and any subcontractor under Contractor shall comply with Labor Code §§1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to SANDAG a penalty of not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

A. The contract executed between Contractor and the subcontractor for the performance of work on the Project shall include a copy of the requirements in §§1720.9, 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

B. Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

C. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

D. Prior to making final payment to the subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify a contractor on a public works project within fifteen (15) days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if SANDAG did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, Contractor shall pay all moneys retained from the subcontractor to SANDAG. These moneys shall be retained by SANDAG pending the final decision of an enforcement action.

Pursuant to the requirements in Labor Code §1773, SANDAG has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1, apprenticeship or other training programs authorized by Labor Code §3093, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district of Caltrans in which the work is situated or at the California Department of Industrial Relations' website at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for Bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to §1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations that conform to Labor Code §1773.6 and Title 8 California Code of Regulations §16204 shall apply to the Project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice to Contractors for the Project.

Pursuant to Labor Code §1720.9, "public works" shall include the hauling and delivery of ready-mixed concrete to carry out a public works contract for SANDAG.

7 1.01A(2)(A) TRAVEL AND SUBSISTENCE PAYMENTS

Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.1.

7 1.01A(3)(A) PAYROLL RECORDS – LABOR CODE REQUIREMENTS

Attention is directed to the requirements in Labor Code §1776, a portion of which is quoted below. Regulations implementing Labor Code §1776 are located in §§16200 et seq. of Title 8, California Code of Regulations.

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, last 4 digits of social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1720.9, 1771, 1811, and 1815 of the Labor Code for any work performed by its employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or their authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of

Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (h) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be uploaded weekly to the SANDAG Labor Compliance Monitoring System (LCMS) no later than ten calendar days after the payroll week end date. Payrolls shall contain the full name, address and Social Security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number must be entered on all payrolls. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by SANDAG or on any form with identical wording. The Contractor shall be responsible to ensure submission of subcontractor payrolls in the LCMS and the Department of Industrial Relations (DIR) eCPR systems. In addition, the contractor is responsible for maintaining physical copies of all (prime/subcontractor) payrolls for DIR auditing purposes.

Submitted certified payrolls for hauling and delivering ready-mix concrete must be accompanied by a written time record. The time record must include the following information and be uploaded to LCMS:

- Truck driver's full name
- Name and location of the batch plant
- Time the concrete was loaded

- Time the truck returned to the batch plant
- Truck driver's signature certifying under penalty of perjury that the information contained in it is true and correct.

The Contractor and each subcontract shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

7 1.01A(3)(B) PAYROLL RECORDS – ADDITIONAL REQUIREMENTS

The Contractor shall also maintain its records in conformance with the following:

A. At the preconstruction meeting, the Contractor will be provided with all necessary forms from the SANDAG current labor compliance consultant. The Contractor shall submit weekly a copy of all payrolls to SANDAG or to the labor compliance consultant, depending on the project. The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor or the State of California Labor Code, and that the classifications set forth for each laborer or mechanic conform to the work which he or she performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor shall make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of SANDAG and the Department of Labor and shall permit such representatives to interview employees during working hours on the job.

B. Contractor, and each subcontractor having contracts exceeding \$10,000, shall submit monthly a report of manpower utilization of the total work force for all work performed during the month. If Contractor or subcontractor does not perform work on the project during the month, a negative report shall be submitted. The reports shall be submitted by the 15th of the following month. Contractor shall be responsible for submission of reports of all subcontractors. If any required manpower utilization report is not received by the designated due date, SANDAG will retain 10 percent (10%) of the estimated value of the work during the month from the next monthly estimate, except that such retentions shall not exceed \$10,000, nor be less than \$1,000. Retentions for failure to submit manpower utilization reports will be additional to all other retentions provided for in this Contract. Retentions for failure to submit manpower utilization reports will be released for payment on the monthly estimate for partial payments next following the date that all the delinquent reports for which the retention was made are submitted

C. The Contractor shall make its records available and is responsible for making its subcontractors' records available for inspection by authorized representatives of SANDAG or the state or federal government and shall permit such representatives to interview employees during working hours on the job.

7 1.01A(5) APPRENTICE REQUIREMENTS

A. Contractor and its subcontractors are required to meet the apprenticeship ratio of one hour of apprentice work for every five hours of journeyman work per Title 8 California Code of Regulations, §230.1 for its public works projects exceeding \$30,000, with the exception of design build projects, which have a higher ratio requirement that graduates from 20% to 60% between 2016 and 2020. California Labor Code §1777.5 requires all public works contractors and subcontractors to submit contract award information to applicable apprenticeship programs that can supply apprentices to the site of the public work, employ registered apprentices, and make training fund contributions to approved apprenticeship programs.

B. Contractor and its subcontractors shall comply with §§1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations §200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of

Apprenticeship Standards, or one of its branch offices prior to commencement of work on this Contract. Responsibility for compliance with this Section lies with Contractor.

C. SANDAG encourages the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

7 1.01A(7) WORKERS' COMPENSATION

Pursuant to the requirements in Labor Code §1860, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Labor Code §3700.

7 1.01A(8) RECOVERY OF PENALTIES AND FORFEITURES

Attention is directed to Labor Code §§1730 to 1742, which calls for the Labor Commissioner to issue a civil wage and penalty assessment to Contractor or subcontractor or both if the Labor Commissioner determines after investigation that there has been a violation of the laws regulating public works contracts. Contractor or subcontractor may obtain review of a civil wage and penalty assessment by transmitting a written request for a hearing to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment.

7 1.01B CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code (commencing with §7000) concerning the licensing of contractors.

All Contractors and subcontractors shall be licensed in accordance with the laws and regulations of the State of California and with the requirements of this Contract and any Contractor or subcontractor not so licensed is subject to the penalties imposed by those laws. Contractor must also provide the license number for any subcontractor completing work in excess of one half of one percent of the total bid.



STAFF REPORT

June 11, 2025
File Number 0680-50

SUBJECT

ESCONDIDO MUNICIPAL CODE CHAPTER 16, ARTICLE 8, REGULATING SHORT-TERM RENTALS

DEPARTMENT

City Attorney

RECOMMENDATION

Request the City Council introduce Ordinance No. 2025-05 to amend Escondido Municipal Code Chapter 16 (Business Licenses), Article 8, to regulate short-term rentals operating within the City.

Staff Recommendation: Approval (City Attorney: Michael R. McGuinness, City Attorney)

Presenter: Michael McGuinness, City Attorney

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

Currently, the ordinance provides for fines of \$1,000, \$3,000, and \$5,000 for the first criminal conviction of an infraction and each subsequent violation, respectively. A violator pays the fine to the San Diego County Superior Court upon conviction. Amending section 16-419(c) to replace the fines for convictions of infractions with administrative citation fines in the same amounts will allow the City to recover the full amount of those fines.

PREVIOUS ACTION

On January 29, 2025, the City Council adopted Ordinance No. 2024-07R, establishing the Short-Term Rental Pilot Program and adopting Escondido Municipal Code Chapter 16 (Licenses and Business Regulations), Article 8, regulating short-term rentals, and Escondido Municipal Code Chapter 25 (Taxation), for collection of Transient Occupancy Tax.

BACKGROUND

The City Council adopted Escondido Municipal Code Chapter 16, Article 8, to allow for the regulation of short-term rentals within the City of Escondido. The ordinance will go into effect on July 1, 2025. The



CITY of ESCONDIDO

STAFF REPORT

proposed amendments to the short-term rental ordinance focus on language changes that better align with the intent of the City in enacting the ordinance.

The proposed changes include:

1. Ensuring that only owners of dwelling units can rent such units as short-term rentals, by including in the definition of “ineligible units” under section 16-412 units that are sought to be rented as a short-term rental unit by the renter or lessee of that unit;
2. Changing the fine structure in section 16-419(c) to remove fines for convictions of infractions and provide for administrative citation fines that will be paid to the City; and
3. Including suspension of a permit in the appeals process outlined in section 16-420.

A violation of the ordinance is a misdemeanor, punishable by a fine of not more than \$1,000 or a jail term of six months, or both, as provided in section 16-249.

Attachment “1” to this staff report is a tracked changes version of the existing and proposed short-term rental ordinance.

ORDINANCES

- a) Ordinance No. 2025-05
- b) Ordinance No. 2025-05 — Exhibit “A”—Escondido Municipal Code Chapter 16, Article 8

ATTACHMENTS

- a) Attachment “1” — Escondido Municipal Code Chapter 16, Article 8 with strikethrough

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO
MUNICIPAL CODE CHAPTER 16, ARTICLE 8, TO
REGULATE SHORT-TERM RENTALS

WHEREAS, the City of Escondido ("City") has experienced an increase in the number of residential units being used as short-term rentals; and

WHEREAS, on January 29, 2025, the City Council adopted Ordinance No. 2024-07R establishing the Short-Term Rental Pilot Program and adopting Escondido Municipal Code Chapter 16 (Licenses and Business Regulations), Article 8, regulating short-term rentals, and Escondido Municipal Code Chapter 25 (Taxation), for collection of Transient Occupancy Tax; and

WHEREAS, the City has found that amendments to the short-term rental ordinance will cause the ordinance to better align with the intent of the City in enacting the ordinance.

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

1. That the above recitations are true.
2. That Escondido Municipal Code Chapter 16, Article 8, regulating short-term rentals, is hereby amended as set forth in Exhibit "A" to this Ordinance, which is attached to this Ordinance and incorporated by this reference as though fully set forth herein.
3. That Ordinance No. 2024-07R, adopted by the City Council on January 29, 2025, will go into effect on July 1, 2025, except for those amendments set forth in Exhibit "A," which will go into effect 30 days after the second reading of this Ordinance.

4. That if any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

5. That the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA," Public Resources Code Sections 21000 et seq.).

6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

Chapter 16

Article 8 SHORT-TERM RENTALS

Escondido, California Municipal Code

Sec. 16-410 Title.

Sec. 16-411 Purpose.

Sec. 16-412 Definitions.

Sec. 16-413 Permits required for operation.

Sec. 16-414 Eligibility.

Sec. 16-415 Application and processing requirements.

Sec. 16-416 Expiration and renewal.

Sec. 16-417 Operational requirements.

Sec. 16-418 Recordkeeping duties.

Sec. 16-419 Violations.

Sec. 16-420 Revocation.

Sec. 16-421 Severability.

Sec. 16-422 Effective date.

Sec. 16-423 Program Review.

Sec. 16-410 Title.

This article shall be referred to as the "Short-Term Rental Ordinance."

Sec. 16-411 Purpose.

The purpose of this article is to regulate privately-owned residential dwellings within the city used as short-term rental units, ensure that transient occupancy taxes (TOT) are paid and collected, and minimize the potential negative effects of short-term rental units on surrounding residential neighborhoods.

The city reserves the right to change the regulations provided in this article at any time, including discontinuing the issuance of short-term rental unit permits, notwithstanding any impacts to existing or future short-term permit holders. Anyone accepting a short-term rental unit permit pursuant to this article acknowledges and accepts that possibility.

Sec. 16-412 Definitions.

For the purposes of this article, the following words and phrases shall have the meaning ascribed to them by this section:

(a) "Advertisement" shall mean, in addition to the Advertisement definition described in section 16-3, any online or Internet-based offer or solicitation of Short-Term rental activity.

(b) "Apartment" shall mean a rented room or set of rooms that is part of a multi-family building and is used as a place to live.

- (c) "Bedroom" shall mean a part or division of a residential building enclosed by walls, floor, and ceiling intended and designed for sleeping.
- (d) "Condominium" shall mean those residential units consisting of an undivided interest in common in a portion of real property coupled with a separate interest in a space called a unit, including those units governed by Article 49, Air Space Condominium and Community Apartment Projects of Chapter 33, Zoning of the Escondido Municipal Code.
- (e) "Guest" or "Transient" shall mean any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a home shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the host and the guest providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.
- (f) "Host" shall mean an owner of a dwelling unit who rents such dwelling unit for transient occupancy.
- (g) "Hosting platform" shall mean a business or person that provides a means through which a host may offer a dwelling unit, or portion thereof, for home-sharing. A hosting platform is usually, though not necessarily, provided through an internet-based platform. It generally allows a property owner or tenant to advertise the dwelling unit through a website provided by the hosting platform and provides a means for potential guests to arrange short-term rentals, whether the guests pay rent directly to the host or to the hosting platform.
- (h) "Ineligible Units" shall mean accessory dwelling units (ADUs) or junior accessory dwelling units (JADUs); units created utilizing an SB9 application; in inclusionary housing or other income-restricted housing units; or any other ineligibility based on state law. "Ineligible units" also means units that are sought to be rented as a short-term rental unit by a renter or lessee of that unit. Only an owner of a dwelling unit may rent such dwelling unit as a short-term rental unit.
- (i) "Multi-family housing development" shall mean a building designed for multiple dwelling unit occupancy. Units in multi-family housing developments are not classified as single-unit attached structures.
- (j) "Responsible contact person" shall mean a person, either the short-term rental owner or their designee, who will be available 24 hours per day to accept telephone calls regarding the short-term rental when occupied and who will have the duty to respond within one hour.
- (k) "Short-term rental permit" shall mean a permit for a short-term rental unit.
- (l) "Short-term rental" shall mean all or any portion thereof of a residential dwelling unit which is advertised or held out to the public as a place regularly rented for dwelling, lodging or sleeping purposes to one party with a duration of occupancy of 30 consecutive days or less. Hotels, motels, and other land uses explicitly defined and regulated in the Municipal Code separately from short-term rentals are not considered to be short-term rentals.
- (m) "Transient occupancy tax" shall mean the tax levied by the city in accordance with Chapter 25, Article 4 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the rental of sleeping accommodations to the public.

Sec. 16-413 Permits required for operation.

- (a) A host must obtain the following types of permits prior to advertising or renting any privately-owned residential dwelling to any transient for a period of 30 consecutive days or less:
 - (1) An Escondido business license as required by Chapter 16, sections 16-16 and 16-17;
 - (2) Short-term rental permit as required by this article;
 - (3) Transient occupancy tax registration certificate as required by Chapter 25, section 25-77

Sec. 16-414 Eligibility.

- (a) Short-term rentals may be permitted in single-family detached, duplex, two-family, and three-family dwelling units, and townhomes.
- (b) Short-term rentals may be permitted on properties with multiple dwelling units, apartments, and condominiums with the following limitations:
 - (1) For multi-family housing developments of 2 to 50 units: 1 short-term rental permit;
 - (2) For multi-family housing developments of 51 to 99 units: 2 short-term rental permits;
 - (3) For multi-family housing developments of 100 units or more: 2% of total units or 5 short-term rental permits, whichever is fewer;
 - (4) A maximum of 25 short-term rental permits shall be issued citywide for units in multi-family housing developments. The City shall maintain a waiting list on a first-come, first-served basis if the number of short-term rental permit applications for units in multi-family housing developments exceeds 25;
 - (5) A short-term rental shall be included in calculating the total number of units for the purpose of determining allowable short-term rentals in a multi-family development. ADUs, inclusionary housing or any other unit that is precluded from being used as a short-term rental may not be counted toward the total allowable number of units.
- (c) The total number of short-term rental permits shall be limited to a maximum of two percent of the total housing units within the City of Escondido. The city or its designee shall maintain a waiting list if the number of short-term rental applications exceeds this percentage.
- (d) No short-term rental permit shall be issued for any housing unit if the unit's parcel is:
 - (1) Within 500 feet of a parcel containing a school. Distances shall be measured from the closest property line of the school to the closest property line of the proposed short-term rental unit measured using the Escondido Geographic Information System.
- (e) Short-term rentals shall not be permitted in ineligible units.
- (f) This article is not intended to allow any residential property owner to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the owner from using their property as a short-term rental unit, as defined in this article.

Sec. 16-415 Application and processing requirements.

- (a) Business licenses. To apply for a business license, a property owner shall file an application with the city as provided for in Chapter 16 (Licenses) and obtain a transient occupancy registration certificate as required in Chapter 25, Article 4 (Transient Occupancy Tax).
- (b) Short-term rental permit. To apply for a short-term rental permit, a property owner shall file an application on a form provided by the city including the following information:
 - (1) The name, address, valid email address, and telephone number of all owners of the subject short-term rental unit, and documentation showing proof of ownership;
 - (2) The address of the proposed short-term rental unit;
 - (3) The number of bedrooms and the applicable occupancy limit of the proposed short-term rental unit;
 - (A) The permitted occupancy for a short-term rental shall be two guests per bedroom plus two additional guests;
 - (4) The name, address, valid email address, and telephone number of the designated responsible contact person who will be available 24 hours per day to accept telephone calls regarding the short-term rental when occupied with the ability to respond within one hour, if different than the owner;
 - (5) A signed acknowledgement by the applicant that:
 - (A) The short-term rental unit is legally permitted and meets the Fire and Building Code standards for a habitable unit;
 - (B) The space used for short-term rental meets or exceeds fire and life safety requirements, including installation of smoke and carbon monoxide detectors, and adequate means of egress;
 - (C) The city can examine all places of business in the city to ascertain whether the provisions of this chapter have been complied with, as described in Chapter 16, section 16-232;
 - (D) The host has valid insurance that explicitly covers short-term rental activity;
 - (E) The host shall adhere to the short-term rental regulations listed in this article;
 - (F) The unit being rented is not an Ineligible Unit
 - (G) Applicant will comply with all applicable state and local laws for sex offender required distances from sensitive sites;
 - (6) Signatures of all property owners.
- (c) A short-term rental permit application shall be accompanied by payment of an application processing fee established by resolution of the City Council.
- (d) Host shall provide written notice to the city within 30 days of any:
 - (1) Change of contact information for property owner/host,
 - (2) Change in responsible contact person,
 - (3) Change in property layout or use, including, but not limited to, modifications to the number of bedrooms or common areas used for lodging, or
 - (4) Any other change in material fact pertaining to the information contained in the short-term rental permit or as outlined in Chapter 16, sections 16-16 and 16-17.

- (e) A short-term rental permit shall not be issued or renewed if there are unresolved city code compliance cases, outstanding city fines or fees, or city liens on the property.
- (f) Short-term rental permit renewals are subject to any intervening changes in this article and renewal shall be denied if the short-term rental no longer qualifies under the requirements of this article, unless specifically exempted therefrom.
- (g) The city will conduct an inspection of the short-term rental unit prior to issuing a new permit and prior to issuing any renewal permit, as described in Chapter 16, section 16-232.
- (h) A short-term rental permit application may be denied if the applicant has had a prior short-term rental permit suspended or revoked, or if, under a prior short-term rental permit, the host violated any of the short-term rental regulations listed in this article.
- (i) Appeals of permitting decisions shall be done in accordance with Chapter 16, Article 5.

Sec. 16-416 Expiration and renewal.

- (a) A short-term rental permit is valid for the same duration as the associated business license. It may not be transferred, does not run with the land, and is valid only at the original short-term rental site. The short-term rental permit shall automatically expire upon sale or transfer of the property. No transient occupancy registration may be assigned, transferred, or loaned to any other person or entity.
- (b) A short-term rental permit may be renewed if the host meets the following renewal requirements:
 - (1) The host shall file an application for renewal of the short-term rental permit before the permit's expiration. This application must include all information required by section 16-415(b) of this article.
 - (2) Payment of permit renewal fees and all required transient occupancy tax remittance associated with the short-term rental. The host shall submit such information concerning the short-term rental activity as may be required to enable the Finance Department to verify the amount of tax paid;
 - (3) Does not have any outstanding violations pertaining to this article;
 - (4) Documents and provides any changes that have occurred to the information on the current short-term rental permit.
- (c) If a host fails to file a renewal application at least 30 days prior to the expiration of their permit, the host may be placed on a wait list for available permits. Only current permits may be renewed. The city will not provide reminders to hosts of an upcoming expiration and it is the host's sole responsibility to maintain a current permit at all times during the operation of the short-term rental unit.

Sec. 16-417 Operational requirements.

- (a) While a short-term rental unit is rented, the host or the responsible contact person shall be available 24 hours a day, seven days a week for the purpose of responding within one hour to complaints regarding the condition, operation, or conduct of occupants or guests of the short-term rental unit.
 - (1) Upon notification that any occupant and/or guest of the short-term rental unit has created a loud and unruly noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable

law, rule or regulation pertaining to the use and occupancy of the subject short-term rental unit, the host or designated responsible contact person shall promptly respond within one hour in an appropriate manner to immediately halt or prevent a recurrence of such conduct by any occupants and/or guests.

- (2) Failure of the host or responsible contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term rental unit within one hour and in an appropriate manner shall render the host subject to all administrative, legal and equitable remedies available to the city, up to and including short-term rental permit revocation or suspension per the provisions of Chapter 16, Article 6.
 - (3) No person shall advertise, undertake, maintain, authorize, book, or facilitate any renting to guests in a manner that does not comply with this article.
- (b) No person shall advertise, undertake, maintain, or authorize any short-term rental without a city-issued short-term rental permit number depicted in a visible location on the advertisement, including any listing on a hosting platform.
 - (c) A short-term rental unit shall not be advertised for or used by more than two guests per bedroom plus two additional guests at one time. If the short-term rental permit limits occupancy to a number less than that calculated pursuant to this section, the limit in the permit shall govern.
 - (d) Short-term rentals shall be limited to one booking per property per day. A booking may consist of the short-term rental of one or more bedrooms in the home or the short-term rental of the entire home. A short-term rental may operate in conjunction with the rental of the remaining area of an entire dwelling unit for periods of more than thirty (30) consecutive days, provided all other conditions required by this article are met.
 - (e) Short-term rental guests shall use only the on-site parking spaces associated with the unit approved for short-term rentals.
 - (f) A short-term rental shall not adversely affect the residential character of the surrounding neighborhood nor shall the use generate noise in excess of the city's noise ordinance, vibration, glare, odors, traffic, parking congestion, or loud or unruly gatherings that interfere with any person's enjoyment of their residence. The short-term rental activity shall comply with all provisions of the Escondido Municipal Code, including, but not limited to Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance.)
 - (g) A short-term rental shall not change the residential character of the outside appearance of the residence, either by the use of colors, materials, lighting, signage except as defined in section 16-412, or any advertising mechanism.
 - (h) A short-term rental shall provide for adequate waste, recycling, and organics containers as defined in Chapter 14, section 14-2.2 (Solid Waste and Recycling: Containers) along with proper storage of said containers per the performance standards provided in Chapter 33, section 33-113 (Performance Standards).
 - (i) A short-term rental shall only be used for overnight lodging. Events and large gatherings of people who cannot occupy the short-term rental pursuant to the limitations in section 16-415(b)(3) including, but not limited to, weddings, banquets, and personal or corporate events, are prohibited as part of the short-term rental use. The dwelling shall not be advertised or rented for the sole purpose of accommodating such uses.

- (j) No person shall offer as a separate short-term rental any property or portion of property not approved for residential use, including, but not limited to, a vehicle parked on the property, a storage shed, trailer, garage, or any temporary structure such as a tent.
- (k) Upon issuance of a Short-Term rental permit, the city will mail a copy of the information described in section 16-417(l) to all properties adjoining the parcel of the short-term rental unit as determined by the Escondido Geographic Information System.
- (l) The following information shall be posted in a conspicuous location within the short-term rental unit:
 - (1) The short-term rental permit number;
 - (2) The name and contact information for the host and/or designated responsible contact person;
 - (3) The maximum number of overnight occupants;
 - (4) Applicable rules and schedules for trash storage and pickup, noise, and parking;
 - (5) Local emergency information;
 - (6) Contact information for the city's Code Compliance Division and Police Department.
- (m) All short-term rental owners shall comply with the provisions of any city, county, state, or federal disaster or emergency orders.
- (n) Unless otherwise provided in this chapter, the host shall comply with all provisions of Chapter 25, Article 4 of the Escondido Municipal Code concerning TOT, including, but not limited to, collecting, remitting, and recording relevant taxes.

Sec. 16-418 Recordkeeping duties.

The host shall maintain for a period of four years records in such form as the tax administrator (as defined in, and required by, Chapter 25, Article 4) may require to determine the amount of TOT owed to the City. The tax administrator shall have the right to inspect such records at all reasonable times. (Chapter 25, section 25-87). Such records shall be maintained at the host's premises or shall be available for delivery to the tax administrator within one business day after request. (Chapter 25, section 25-87(b)).

Sec. 16-419 Violations.

- (a) It shall be a public nuisance for any person to commit, cause or maintain a violation of this article, which shall be subject to the provisions of Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance).
- (b) As described in Chapter 16, Article 6, the City may issue a notice of violation to any occupant, owner(s) or operator, pursuant to this article, if there is any violation of this article committed, caused or maintained by any of the above parties. The City may:
 - (1) Suspend or revoke any license issued under the provisions of this article upon information that any of the provisions of this article, or any other ordinance or statute, is being violated by the license holder.

- (c) The city may issue an administrative citation to any host, occupant, owner(s), or operator of a short-term rental unit if there are any violations of this article committed, caused, or maintained by any of the above parties. For each separate violation of this article, a violator shall be subject to the following civil penalties:
 - a. A fine in an amount not to exceed one thousand dollars (\$1,000) for a first violation;
 - b. A fine in an amount not to exceed three thousand dollars (\$3,000) for a second violation of the same provision within one year of the first violation; and
 - c. A fine in an amount not to exceed five thousand dollars (\$5,000) for the third and each subsequent violation of the same provision within one year of the first violation. Except as otherwise provided by this chapter, the imposition of any and all civil and/or criminal penalties, including administrative citations, shall be pursuant to the provisions set forth in Chapter 1 (General Provisions) and Chapter 1A (Administrative Remedies).
- (d) The city may pursue any remedy, citation, fee, or fine for any violation related to the collection, documentation, and remittance of all relevant taxes as outlined in Chapter 25, Article 4 (Transient Occupancy Tax).
- (e) Each and every day on which a violation occurs shall be deemed to be a separate violation. Multiple incidents in one day may be pursued by the city as separate violations.
- (f) The following violations may result in either the immediate revocation of a short-term rental permit and any affiliated licenses and/or denial of future short-term rental permits:
 - a. Operation without required licenses, permits, or certificates;
 - b. Failure to include a valid short-term rental permit number in advertisements;
 - c. Advertising an occupancy greater than the permitted number of guests;
 - d. Intentionally misrepresenting any material fact in procuring the license or permit;
 - e. Use of any ineligible unit for short-term rental activity;
 - f. Failure to remit TOT or other taxes;
 - g. Three or more violations of the operational requirements of this article other than those listed above, but including those relating to Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance) in a license year.
- (g) The remedies provided in this section are not exclusive, and nothing in this chapter shall preclude the use or application of any other remedies, penalties, or procedures established by law. The City may pursue any other administrative or judicial legal remedies available, including, but not limited to, civil injunctions, license revocations, and civil penalties for violations of this chapter.

Sec. 16-420 Suspension and revocation.

- (a) Grounds for suspension and revocation.
 - (1) Major violations.
 - (A) Immediate and major violations that jeopardize public safety, violate licensing requirements, or involve criminal activities, such as felonies on site, non-payment of taxes, or significant license issues, may result in the immediate revocation of the short-term rental

permit at the discretion of the city's Director of Development Services for the period of one-year from the date of revocation.

(2) Three strikes for lower-level violations.

- (A) The city will adopt a three-strikes policy for lower-level quality-of-life violations, including, but not limited to, noise disturbances, disorderly conduct, and repeated violations of operational requirements.
- (B) Each documented violation will be considered a strike.
- (C) Upon the third strike within a one-year timeframe, the short-term rental permit will be subject to immediate revocation.

(b) Reapplication period.

(1) Reapplication after revocation.

- (A) After the revocation period expires, an applicant seeking to resume short-term rental activity must reapply for a new short-term rental permit.
- (B) The reapplication process will include a thorough review of the property's compliance history and may require additional measures to address past violations.
- (C) The Director of Development Services may determine if a host is eligible for a new permit at its discretion.

(c) Appeals.

- (1) Hosts may appeal a suspension or revocation decision through the appeals process outlined in Chapter 16, Article 5.
- (2) Appeals should be submitted within a specified timeframe provided in Chapter 16, section 16-222 after the suspension or revocation decision.

Sec. 16-421 Severability.

If any provision of this ordinance shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this chapter which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this ordinance are hereby declared to be severable.

Sec. 16-422 Effective Date

The effective date of the ordinance codified in this chapter shall be July 1, 2025.

Sec. 16-423 Program Review

- (a) If the total number of valid Short-Term permits in the city equals or exceeds 200, and for every 100 permits thereafter, the City Manager or their designee shall present to the City Council a report on the impacts of short-term rentals and the efficacy of compliance efforts in Escondido.
- (b) Unless otherwise extended or modified by action of the City Council, the ordinance codified in this chapter shall expire, and its terms shall no longer remain in effect as of three years from the effective date.

Chapter 16

Article 8 SHORT-TERM RENTALS

Escondido, California Municipal Code

Sec. 16-410 Title.

Sec. 16-411 Purpose.

Sec. 16-412 Definitions.

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Sec. 16-415 Application and processing requirements.

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Sec. 16-418 Recordkeeping duties.

Sec. 16-419 Violations.

Sec. 16-420 Revocation.

Sec. 16-421 Severability.

Sec. 16-422 Effective date.

Sec. 16-423 Program Review.

Sec. 16-410 Title.

This article shall be referred to as the "Short-Term Rental Ordinance."

Sec. 16-411 Purpose.

The purpose of this article is to regulate privately-owned residential dwellings within the city used as short-term rental units, ensure that transient occupancy taxes (TOT) are paid and collected, and minimize the potential negative effects of short-term rental units on surrounding residential neighborhoods.

The city reserves the right to change the regulations provided in this article at any time, including discontinuing the issuance of short-term rental unit permits, notwithstanding any impacts to existing or future short-term permit holders. Anyone accepting a short-term rental unit permit pursuant to this article acknowledges and accepts that possibility.

Sec. 16-412 Definitions.

For the purposes of this article, the following words and phrases shall have the meaning ascribed to them by this section:

(a) "Advertisement" shall mean, in addition to the Advertisement definition described in ~~§~~section 16-3, any online or Internet-based offer or solicitation of Short-Term rental activity.

(b) "Apartment" shall mean a rented room or set of rooms that is part of a multi-family building and is used as a place to live.

(c) "Bedroom" shall mean a part or division of a residential building enclosed by walls, floor, and ceiling intended and designed for sleeping.

- (d) "Condominium" shall mean those residential units consisting of an undivided interest in common in a portion of real property coupled with a separate interest in a space called a unit, including those units governed by Article 49, Air Space Condominium and Community Apartment Projects of Chapter 33, Zoning of the Escondido Municipal Code.
- (e) "Guest" or "Transient" shall mean any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a home shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the host and the guest providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.
- (f) "Host" shall mean an owner of a dwelling unit who rents such dwelling unit for transient occupancy.
- (g) "Hosting platform" shall mean a business or person that provides a means through which a host may offer a dwelling unit, or portion thereof, for home-sharing. A hosting platform is usually, though not necessarily, provided through an internet-based platform. It generally allows a property owner or tenant to advertise the dwelling unit through a website provided by the hosting platform and provides a means for potential guests to arrange short-term rentals, whether the guests pay rent directly to the host or to the hosting platform.
- (h) "Ineligible Units" shall mean accessory dwelling units (ADUs) or junior accessory dwelling units (JADUs); units created utilizing an SB9 application; in inclusionary housing or other income-restricted housing units; or any other ineligibility based on state law. "Ineligible units" also means units that are sought to be rented as a short-term rental unit by a renter or lessee of that unit. Only an owner of a dwelling unit may rent such dwelling unit as a short-term rental unit.
- (i) "Multi-family housing development" shall mean a building designed for multiple dwelling unit occupancy. Units in multi-family housing developments are not classified as single-unit attached structures.
- (j) "Responsible contact person" shall mean a person, either the short-term rental owner or their designee, who will be available 24 hours per day to accept telephone calls regarding the short-term rental when occupied and who will have the duty to respond within one hour.
- (k) "Short-term rental permit" shall mean a permit for a short-term rental unit.
- (l) "Short-term rental" shall mean all or any portion thereof of a residential dwelling unit which is advertised or held out to the public as a place regularly rented for dwelling, lodging or sleeping purposes to one party with a duration of occupancy of 30 consecutive days or less. Hotels, motels, and other land uses explicitly defined and regulated in the Municipal Code separately from short-term rentals are not considered to be short-term rentals.
- (m) "Transient occupancy tax" shall mean the tax levied by the city in accordance with Chapter 25, Article 4 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the rental of sleeping accommodations to the public.

Sec. 16-413 Permits required for operation.

- (a) A host must obtain the following types of permits prior to advertising or renting any privately-owned residential dwelling to any transient for a period of 30 consecutive days or less:
 - (1) An Escondido business license as required by Chapter 16, sections 16-16 and 16-17;
 - (2) Short-term rental permit as required by this article;
 - (3) Transient occupancy tax registration certificate as required by Chapter 25, section 25-77

Sec. 16-414 Eligibility.

- (a) Short-term rentals may be permitted in single-family detached, duplex, two-family, and three-family dwelling units, and townhomes.
- (b) Short-term rentals may be permitted on properties with multiple dwelling units, apartments, and condominiums with the following limitations:
 - (1) For multi-family housing developments of 2 to 50 units: 1 short-term rental permit;
 - (2) For multi-family housing developments of 51 to 99 units: 2 short-term rental permits;
 - (3) For multi-family housing developments of 100 units or more: 2% of total units or 5 short-term rental permits, whichever is fewer;
 - (4) A maximum of 25 short-term rental permits shall be issued citywide for units in multi-family housing developments. The City shall maintain a waiting list on a first-come, first-served basis if the number of short-term rental permit applications for units in multi-family housing developments exceeds 25;
 - (5) A short-term rental shall be included in calculating the total number of units for the purpose of determining allowable short-term rentals in a multi-family development. ADUs, inclusionary housing or any other unit that is precluded from being used as a short-term rental may not be counted toward the total allowable number of units.
- (c) The total number of short-term rental permits shall be limited to a maximum of two percent of the total housing units within the City of Escondido. The city or its designee shall maintain a waiting list if the number of short-term rental applications exceeds this percentage.
- (d) No short-term rental permit shall be issued for any housing unit if the unit's parcel is:
 - (1) Within 500 feet of a parcel containing a school. Distances shall be measured from the closest property line of the school to the closest property line of the proposed short-term rental unit measured using the Escondido Geographic Information System.
- (e) Short-term rentals shall not be permitted in ineligible units.
- (f) This article is not intended to allow any residential property owner to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the owner from using their property as a short-term rental unit, as defined in this article.

Sec. 16-415 Application and processing requirements.

- (a) Business licenses. To apply for a business license, a property owner shall file an application with the city as provided for in Chapter 16 (Licenses) and obtain a transient occupancy registration certificate as required in

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Chapter 25, Article 4 (Transient Occupancy Tax).

- (b) Short-term rental permit. To apply for a short-term rental permit, a property owner shall file an application on a form provided by the city including the following information:
 - (1) The name, address, valid email address, and telephone number of all owners of the subject short-term rental unit, and documentation showing proof of ownership;
 - (2) The address of the proposed short-term rental unit;
 - (3) The number of bedrooms and the applicable occupancy limit of the proposed short-term rental unit;
 - (A) The permitted occupancy for a short-term rental shall be two guests per bedroom plus two additional guests;
 - (4) The name, address, valid email address, and telephone number of the designated responsible contact person who will be available 24 hours per day to accept telephone calls regarding the short-term rental when occupied with the ability to respond within one hour, if different than the owner;
 - (5) A signed acknowledgement by the applicant that:
 - (A) The short-term rental unit is legally permitted and meets the Fire and Building Code standards for a habitable unit;
 - (B) The space used for short-term rental meets or exceeds fire and life safety requirements, including installation of smoke and carbon monoxide detectors, and adequate means of egress;
 - (C) The city can examine all places of business in the city to ascertain whether the provisions of this chapter have been complied with, as described in Chapter 16, section 16-232;
 - (D) The host has valid insurance that explicitly covers short-term rental activity;
 - (E) The host shall adhere to the short-term rental regulations listed in this article;
 - (F) The unit being rented is not an Ineligible Unit
 - (G) Applicant will comply with all applicable state and local laws for sex offender required distances from sensitive sites;
 - (6) Signatures of all property owners.
- (c) A short-term rental permit application shall be accompanied by payment of an application processing fee established by resolution of the City Council.
- (d) Host shall provide written notice to the city within 30 days of any:
 - (1) Change of contact information for property owner/host,
 - (2) Change in responsible contact person,
 - (3) Change in property layout or use, including, but not limited to, modifications to the number of bedrooms or common areas used for lodging, or
 - (4) Any other change in material fact pertaining to the information contained in the short-term rental permit or as outlined in Chapter 16, sections 16-16 and 16-17.
- (e) A short-term rental permit shall not be issued or renewed if there are unresolved city code compliance cases, outstanding city fines or fees, or city liens on the property.
- (f) Short-term rental permit renewals are subject to any intervening changes in this article and renewal shall be denied if the short-term rental no longer qualifies under the requirements of this article, unless specifically exempted therefrom.

- (g) The city will conduct an inspection of the short-term rental unit prior to issuing a new permit and prior to issuing any renewal permit, as described in Chapter 16, section 16-232.
- (h) A short-term rental permit application may be denied if the applicant has had a prior short-term rental permit suspended or revoked, or if, under a prior short-term rental permit, the host violated any of the short-term rental regulations listed in this article.
- (i) Appeals of permitting decisions shall be done in accordance with Chapter 16, Article 5.

Sec. 16-416 Expiration and renewal.

- (a) A short-term rental permit is valid for the same duration as the associated business license. It may not be transferred, does not run with the land, and is valid only at the original short-term rental site. The short-term rental permit shall automatically expire upon sale or transfer of the property. No transient occupancy registration may be assigned, transferred, or loaned to any other person or entity.
- (b) A short-term rental permit may be renewed if the host meets the following renewal requirements:
 - (1) The host shall file an application for renewal of the short-term rental permit before the permit's expiration. This application must include all information required by ~~§~~section 16-415(b) of this article.
 - (2) Payment of permit renewal fees and all required transient occupancy tax remittance associated with the short-term rental. The host shall submit such information concerning the short-term rental activity as may be required to enable the Finance Department to verify the amount of tax paid;
 - (3) Does not have any outstanding violations pertaining to this article;
 - (4) Documents and provides any changes that have occurred to the information on the current short-term rental permit.
- (c) If a host fails to file a renewal application at least 30 days prior to the expiration of their permit, the host may be placed on a wait list for available permits. Only current permits may be renewed. The city will not provide reminders to hosts of an upcoming expiration and it is the host's sole responsibility to maintain a current permit at all times during the operation of the short-term rental unit.

Sec. 16-417 Operational requirements.

- (a) While a short-term rental unit is rented, the host or the responsible contact person shall be available 24 hours a day, seven days a week for the purpose of responding within one hour to complaints regarding the condition, operation, or conduct of occupants or guests of the short-term rental unit.
 - (1) Upon notification that any occupant and/or guest of the short-term rental unit has created a loud and unruly noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental unit, the host or designated responsible contact person shall promptly respond within one hour in an appropriate manner to immediately halt or prevent a recurrence of such conduct by any occupants and/or guests.
 - (2) Failure of the host or responsible contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term rental unit within one hour and in an appropriate manner shall render the host subject to all administrative, legal and

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equitable remedies available to the city, up to and including short-term rental permit revocation or suspension per the provisions of Chapter 16, Article 6.

- (3) No person shall advertise, undertake, maintain, authorize, book, or facilitate any renting to guests in a manner that does not comply with this article.
- (b) No person shall advertise, undertake, maintain, or authorize any short-term rental without a city-issued short-term rental permit number depicted in a visible location on the advertisement, including any listing on a hosting platform.
- (c) A short-term rental unit shall not be advertised for or used by more than two guests per bedroom plus two additional guests at one time. If the short-term rental permit limits occupancy to a number less than that calculated pursuant to this section, the limit in the permit shall govern.
- (d) Short-term rentals shall be limited to one booking per property per day. A booking may consist of the short-term rental of one or more bedrooms in the home or the short-term rental of the entire home. A short-term rental may operate in conjunction with the rental of the remaining area of an entire dwelling unit for periods of more than thirty (30) consecutive days, provided all other conditions required by this article are met.
- (e) Short-term rental guests shall use only the on-site parking spaces associated with the unit approved for short-term rentals.
- (f) A short-term rental shall not adversely affect the residential character of the surrounding neighborhood nor shall the use generate noise in excess of the city's noise ordinance, vibration, glare, odors, traffic, parking congestion, or loud or unruly gatherings that interfere with any person's enjoyment of their residence. The short-term rental activity shall comply with all provisions of the Escondido Municipal Code, including, but not limited to Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance.)
- (g) A short-term rental shall not change the residential character of the outside appearance of the residence, either by the use of colors, materials, lighting, signage except as defined in section 16-412, or any advertising mechanism.
- (h) A short-term rental shall provide for adequate waste, recycling, and organics containers as defined in Chapter 14, section 14-2.2 (Solid Waste and Recycling Containers) along with proper storage of said containers per the performance standards provided in Chapter 33, section 33-113 (Performance Standards).
- (i) A short-term rental shall only be used for overnight lodging. Events and large gatherings of people who cannot occupy the short-term rental pursuant to the limitations in section 16-415(b)(3) including, but not limited to, weddings, banquets, and personal or corporate events, are prohibited as part of the short-term rental use. The dwelling shall not be advertised or rented for the sole purpose of accommodating such uses.
- (j) No person shall offer as a separate short-term rental any property or portion of property not approved for residential use, including, but not limited to, a vehicle parked on the property, a storage shed, trailer, garage, or any temporary structure such as a tent.
- (k) Upon issuance of a Short-Term rental permit, the city will mail a copy of the information described in section 16-417(l) to all properties adjoining the parcel of the short-term rental unit as determined by the Escondido Geographic Information System.
- (l) The following information shall be posted in a conspicuous location within the short-term rental unit:
 - (1) The short-term rental permit number;
 - (2) The name and contact information for the host and/or designated responsible contact person;

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- (3) The maximum number of overnight occupants;
 - (4) Applicable rules and schedules for trash storage and pickup, noise, and parking;
 - (5) Local emergency information;
 - (6) Contact information for the city's Code Compliance Division and Police Department.
- (m) All short-term rental owners shall comply with the provisions of any city, county, state, or federal disaster or emergency orders.
- (n) Unless otherwise provided in this chapter, the host shall comply with all provisions of Chapter 25, Article 4 of the Escondido Municipal Code concerning TOT, including, but not limited to, collecting, remitting, and recording relevant taxes.

Sec. 16-418 Recordkeeping duties.

The host shall maintain for a period of four years records in such form as the tax administrator (as defined in, and required by, Chapter 25, Article 4) may require to determine the amount of TOT owed to the City. The tax administrator shall have the right to inspect such records at all reasonable times. (Chapter 25, section 25-87). Such records shall be maintained at the host's premises or shall be available for delivery to the tax administrator within one business day after request. (Chapter 25, section 25-87(b)).

Sec. 16-419 Violations.

- (a) It shall be a public nuisance for any person to commit, cause or maintain a violation of this article, which shall be subject to the provisions of Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance).
- (b) As described in Chapter 16, Article 6, the City may issue a notice of violation to any occupant, owner(s) or operator, pursuant to this article, if there is any violation of this article committed, caused or maintained by any of the above parties. The City may:
 - (1) Suspend or revoke any license issued under the provisions of this article upon information that any of the provisions of this article, or any other ordinance or statute, is being violated by the license holder.
- (c) Unless otherwise provided herein, any person convicted of an infraction shall, for each separate violation of this article be subject to: The city may issue an administrative citation to any host, occupant, owner(s), or operator of a short-term rental unit if there are any violations of this article committed, caused, or maintained by any of the above parties. For each separate violation of this article, a violator shall be subject to the following civil penalties:
 - a. A fine in an amount not to exceed one thousand dollars (\$1,000) for a first conviction of an offenseviolation;
 - b. A fine in an amount not to exceed three thousand dollars (\$3,000) for a second convictionviolation of the same offenseprovision within a twelve-month period of the dateone year of the first offenseviolation; and
 - c. A fine in an amount not to exceed five thousand dollars (\$5,000) for the third convictionand each subsequent violation of the same offenseprovision within a twelve-month period of the dateone year of

Attachment "1"

the first ~~offense~~violation. ~~The City may issue an administrative citation to any host, occupant, owner(s) or operator, pursuant to the provisions set forth in Chapter 1A (Administrative Remedies), including, but not limited to, Except as otherwise provided by this chapter,~~ the imposition of any and all civil and/or criminal penalties, ~~including administrative citations, shall be pursuant to the provisions set forth therein if there is any violation of this chapter committed, caused or maintained by any of the above parties in Chapter 1 (General Provisions) and Chapter 1A (Administrative Remedies).~~

- (d) The city may pursue any remedy, citation, fee, or fine for any violation related to the collection, documentation, and remittance of all relevant taxes as outlined in Chapter 25, Article 4 (Transient Occupancy Tax).
- (e) Each and every day on which a violation occurs shall be deemed to be a separate violation. Multiple incidents in one day may be pursued by the city as separate violations.
- (f) The following violations may result in either the immediate revocation of a short-term rental permit and any affiliated licenses and/or denial of future short-term rental permits:
 - a. Operation without required licenses, permits, or certificates;
 - b. Failure to include a valid short-term rental permit number in advertisements;
 - c. Advertising an occupancy greater than the permitted number of guests;
 - d. Intentionally misrepresenting any material fact in procuring the license or permit;
 - e. Use of any ineligible unit for short-term rental activity;
 - f. Failure to remit TOT or other taxes;
 - g. Three or more violations of the operational requirements of this article other than those listed above, but including those relating to Chapter 17, Article 12 (Noise) and Chapter 6, Article 20 (Property Maintenance) in a license year.
- (g) The remedies provided in this section are not exclusive, and nothing in this chapter shall preclude the use or application of any other remedies, penalties, or procedures established by law. The City may pursue any other administrative or judicial legal remedies available, including, but not limited to, civil injunctions, license revocations, and civil penalties for violations of this chapter.

Sec. 16-420 Suspension and Revocation.

- (a) Grounds for suspension and revocation.
 - (1) Major violations.
 - (A) Immediate and major violations that jeopardize public safety, violate licensing requirements, or involve criminal activities, such as felonies on site, non-payment of taxes, or significant license issues, may result in the immediate revocation of the short-term rental permit at the discretion of the city's Director of Development Services for the period of one-year from the date of revocation.
 - (2) Three strikes for lower-level violations.
 - (A) The city will adopt a three-strikes policy for lower-level quality-of-life violations, including, but not limited to, noise disturbances, disorderly conduct, and repeated violations of operational requirements.
 - (B) Each documented violation will be considered a strike.
 - (C) Upon the third strike within a one-year timeframe, the short-term rental permit will be subject to immediate revocation.
- (b) Reapplication period.
 - (1) Reapplication after revocation.

Attachment "1"

- (A) After the revocation period expires, an applicant seeking to resume short-term rental activity must reapply for a new short-term rental permit.
 - (B) The reapplication process will include a thorough review of the property's compliance history and may require additional measures to address past violations.
 - (C) The Director of Development Services may determine if a host is eligible for a new permit at its discretion.
- (c) Appeals.
- (1) Hosts may appeal ~~the~~ suspension or revocation decision through the appeals process outlined in Chapter 16, Article 5.
 - (2) Appeals should be submitted within a specified timeframe provided in Chapter 16, section 16-222 after the suspension or revocation decision.

Sec. 16-421 Severability.

If any provision of this ordinance shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this chapter which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this ordinance are hereby declared to be severable.

Sec. 16-422 Effective Date

The effective date of the ordinance codified in this chapter shall be July 1, 2025.

Sec. 16-423 Program Review

- (a) If the total number of valid Short-Term permits in the city equals or exceeds 200, and for every 100 permits thereafter, the City Manager or their designee shall present to the City Council a report on the impacts of short-term rentals and the efficacy of compliance efforts in Escondido.
- (b) Unless otherwise extended or modified by action of the City Council, the ordinance codified in this chapter shall expire, and its terms shall no longer remain in effect as of three years from the effective date.



STAFF REPORT

June 11, 2025
File Number 0610-55

SUBJECT

MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAWS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council approve the Measure I Citizens' Oversight Committee Bylaws and corresponding letter to the Measure I Citizens' Oversight Committee requesting the Bylaws be considered for adoption.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – Yes, Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

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



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- 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.

Committee Composition and Eligibility:

Per Ordinance No. 2024-08, 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.

The City Council conducted public interviews for the following seats:

- **Business Organization Seat** – Member must be active in a business organization representing the Escondido business community:
 - Kirk Carson
 - Mark Metza
 - Carol Rogers
 - Karl Edward Trujillo
- **At-Large Seat** – Member must be a resident-at-large of the community:
 - Dimitri Arges
 - Katharine Barba
 - Tania Bowman
 - David Cazares
 - Carolyn Clemens
 - Michael Costanza
 - Sabrina Covington
 - Lori Hatley



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- Patricia Hunter
 - Jennifer Larson
 - Colleen Mackinnon
 - Larry Owen
 - Sarah Richardson
 - Christine Spencer
 - Lawrence Trautner
- **Alternate Seat** – An Alternate member serves when a quorum is not otherwise met.

All candidates submitted an application, resume, proof of residency (ID and address verification) to confirm their eligibility.

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

San Diego County Taxpayers Association

Per Ordinance No. 2024-08, One member of the Measure I Citizens' Oversight Committee shall be a representative of the San Diego County Taxpayers Association.

The City Clerk contacted the San Diego County Taxpayers Association multiple times dating back to December 2024 requesting that they appoint a member to the Measure I Citizens' Oversight Committee and did not receive a response.

As a result, Ordinance No. 2024-08 states, "If no representative is able and willing to serve on the Committee in any of the appointment categories specified in subsection, the City Council shall have the discretion to appoint a member of the community at-large to fill that Committee position."

Therefore, the City Council is allowed to appoint one of the following candidates to the Measure I Citizens' Oversight Committee to fill the seat left vacant by the San Diego County Taxpayers Association:



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- Dimitri Arges
- Katharine Barba
- Tania Bowman
- David Cazares
- Carolyn Clemens
- Michael Costanza
- Lori Hatley
- Patricia Hunter
- Jennifer Larson
- Colleen Mackinnon
- Larry Owen
- Sarah Richardson
- Christine Spencer
- Lawrence Trautner

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 (Attachment "1") 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 (Attachment "2").

ATTACHMENTS

- a. Attachment "1" – Measure I Bylaws
- b. Attachment "2" – Recommendation Letter



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, 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.



Subject: Request for Adoption of Measure I Citizens' Oversight Committee Bylaws

Dear Measure I Citizens' Oversight Committee Members,

On behalf of the Escondido City Council, I am pleased to formally transmit the Measure I Citizens' Oversight Committee Bylaws, which were approved by the City Council on June 11, 2025. We respectfully request that your Committee consider adopting these Bylaws to establish the framework for your vital oversight responsibilities.

The overwhelming approval of Measure I by 61.12% of Escondido voters on November 5, 2024, represents a profound expression of community trust. Our residents have placed their confidence in the City's ability to wisely invest their tax dollars in critical priorities that will strengthen our community for generations to come. Your Committee serves as the essential bridge between that trust and our commitment to transparent, accountable governance.

As members of the Citizens' Oversight Committee, you have been entrusted with one of the most important responsibilities in our city's recent history: ensuring that every dollar generated through the one-cent sales tax is allocated and spent in strict accordance with the priorities outlined in Measure I. These priorities (enhancing public safety, addressing homelessness, improving infrastructure, expanding emergency services, reducing traffic congestion, and maintaining our parks and open spaces) reflect the heart of what makes Escondido a thriving community.

The proposed Bylaws establish a comprehensive framework designed to empower your Committee with the tools, authority, and support necessary to fulfill your oversight mandate effectively. Key provisions include:

- **Independent Oversight Authority:** The Bylaws grant your Committee the authority to select independent auditors, ensuring that financial reviews are conducted with complete objectivity and professional rigor.
- **Comprehensive Reporting Requirements:** The framework establishes clear expectations for annual reporting to both the City Council and the community, with specific focus on how funds address each Measure I priority area.
- **Transparency and Public Access:** All Committee meetings, minutes, and reports will be fully accessible to the public, reinforcing our shared commitment to open government and community engagement.
- **Professional Support Structure:** The City Clerk will serve as your primary staff liaison, with additional support from the Finance Director and City Manager's office to ensure you have access to all necessary information and resources.



- **Clear Operational Guidelines:** The Bylaws establish meeting schedules, quorum requirements, officer roles, and procedural standards that will enable efficient and effective Committee operations.

These Bylaws are specifically designed to ensure that your Committee can provide meaningful oversight and accountability to the residents of Escondido. Through quarterly financial reporting, annual comprehensive audits, and regular public reporting, you will serve as the community's watchdog, ensuring that Measure I funds are invested exactly as voters intended.

The framework also recognizes that true accountability requires both transparency and accessibility. By making all Committee materials readily available through the City's website and other communication channels, we ensure that every resident can stay informed about how their investment in Escondido's future is being managed.

While your Committee operates independently in its oversight function, we view this relationship as a partnership in service to our community. The City Council stands ready to support your work, respond to your findings and recommendations, and work collaboratively to ensure that Measure I delivers the maximum benefit to our residents.

We recognize that the success of Measure I depends not only on wise spending decisions but also on maintaining the public trust that made this investment possible. Your Committee's diligent oversight will be instrumental in preserving and strengthening that trust.

We respectfully request that your Committee formally adopt these Bylaws at your earliest convenience. The framework they provide will enable you to begin your important work with clarity, authority, and the full support of the City organization.

Should you have any questions about the Bylaws or require any clarification regarding their provisions, please contact City Clerk Zack Beck (Zack.Beck@Escondido.Gov) who will serve as your primary staff liaison, or any member of the City Council.

The citizens of Escondido have invested their trust in both the City Council and your Committee to ensure that Measure I fulfills its promise of a stronger, safer, and more vibrant community. We are confident that with these Bylaws as your foundation, your Committee will provide the rigorous oversight and transparent reporting that our residents deserve.

Thank you for your willingness to serve our community in this critical capacity. We look forward to working with you as we collectively steward this historic investment in Escondido's future.

With appreciation and respect,

Dane White
Mayor of Escondido



CITY of ESCONDIDO

FUTURE AGENDA

6/18/2025

CONSENT CALENDAR - (C. MCKINNEY) - LANDSCAPE MAINTENANCE DISTRICT (LMD) - It is requested that the City Council approve the Preliminary Engineers Report for FY 25/26.

CONSENT CALENDAR - (A. MORROW) - CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN - It is requested that the City Council adopt Resolution No. 2025-64 declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

CONSENT CALENDAR - (A. MORROW) - NOTICE OF COMPLETION FOR THE TRUNK SEWER REPLACEMENT PROJECT - It is requested that the City Council adopt Resolution No. 2025-56, authorizing the Director of Utilities to file a Notice of Completion for the Trunk Sewer Replacement Project.

CONSENT CALENDAR - (J. PERPETUA) - CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER DANIEL J. ORR

PUBLIC HEARING - (C. HOLMES) - FISCAL YEAR 2025/26 OPERATING BUDGET ADOPTION

PUBLIC HEARING - (C. HOLMES) - FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET ADOPTION

PUBLIC HEARING - (C. MCKINNEY) - PL24-0001 - PLANNED DEVELOPMENT PERMIT, DESIGN REVIEW PERMIT, AND DENSITY BONUS REQUEST TO CONSTRUCT 35 DWELLING UNITS AT 339 SOUTH ESCONDIDO BOULEVARD - It is requested that the City Council approve a Planned Development Permit, Design Review Permit, and Density Bonus Request to construct 35 dwelling units at 339 South Escondido Boulevard.