



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

4:00 PM - Closed Session

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

Paul McNamara

DEPUTY MAYOR

Tina Inscoe (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

Michael Morasco (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



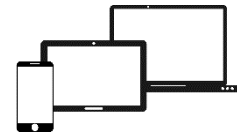
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



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

ASSISTANCE PROVIDED

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





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: Garcia, Incoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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CLOSED SESSION

1. Conference with legal counsel-anticipated litigation (Government Code §54956(d)(2))
 - a. Matter of Potential Litigation against YMCA
2. Conference with real property negotiator (Government Code §54956.8)
 - a. Property: 272 E. Via Rancho Pkwy, Escondido
 - b. City Negotiator: Sean McGlynn, City Manager, or designee
 - c. Negotiating Party: Larry Green, L. Green Investment & Development, LLC
 - d. Under Negotiation: Price and Terms of Lease

ADJOURNMENT



CITY *of* ESCONDIDO

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REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

PROCLAMATIONS

National Volunteer Week, April 17-23, 2022

Earth Day, April 22, 2022

National Arbor Day, April 29, 2022

PRESENTATIONS

Certificate of Recognition to Robert Ortiz

Volunteer Escondido Update

The Escondido Discussion

CLOSED SESSION REPORT



CITY of ESCONDIDO

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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 MINUTES: Regular meetings of March 23, 2022 and April 06, 2022; Special meeting of March 30, 2022**
- 3. APPROVAL OF WARRANT REGISTER (COUNCIL) -**
Request approval for City Council and Housing Successor Agency warrant numbers:

362030 – 362256 dated March 30, 2022

362257 – 362488 dated April 6, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

4. APPEAL AND APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE SERGEANT PAUL F. WOODWARD -
Request the City Council adopt Resolution No. 2022-47, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement ("IDR") for Police Sergeant Paul F. Woodward.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua)

Presenter: Jessica Perpetua, Director of Human Resources

a. Resolution No. 2022-47



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

5. CONTRACT AWARD FOR HAULING AND BENEFICIAL REUSE OF HARRF BIOSOLIDS -

Request the City Council adopt Resolution No. 2022-46, authorizing the Mayor to execute a Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC, the lowest responsive and responsible bidder, for hauling and beneficial reuse of biosolids from the Hale Avenue Resource Recovery Facility (HARRF). The contract term is three years with two, one-year options to extend.

Staff Recommendation: Approval (Utilities Department, Wastewater Division: Christopher W. McKinney)

a. Resolution No. 2022-46

6. INNOVATE78 MEMORANDUM OF UNDERSTANDING -

Request the City Council adopt Resolution No. 2022-48, authorizing the City Manager to execute, on behalf of the City of Escondido, a Memorandum of Understanding with the cities of Carlsbad, Oceanside, San Marcos and Vista for funding of a consultant services agreement with the San Diego North Economic Development Council and JPW Communications to continue the "Innovate78" collaborative economic development initiative.

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Deputy Director of Economic Development

a. Resolution No. 2022-48

b. Resolution No. 2022-48 Exhibit "A" Memorandum of Understanding

c. Resolution No. 2022-48 Exhibit "B" Professional Services Agreement

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

PUBLIC HEARINGS

7. PUBLIC HEARING FOR THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR ZONES 1-38 -

Request the City Council receive input from the property owners in Zones 1-38 of the City of Escondido Landscape Maintenance Assessment District ("LMD") on the proposed budget and assessments for Fiscal Year ("FY") 2022/2023.

Staff Recommendation: Hold Public Hearing. No Council action is required (Engineering Services, Julie Procopio)

Presenter: Julie Procopio, Director of Engineering Services

8. APPROVAL OF THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY -

It is requested that the City Council adopt Ordinance No. 2022-07, approving Department Instruction No. 1.55, Military Equipment Use Policy, in accordance with newly established state law requirements as set forth in Assembly Bill No. 481 ("AB 481").

Staff Recommendation: Approval (Police Department: Edward Varso)

Presenters: Edward Varso; Kevin Toth; Lisa Rodelo

a. Ordinance No. 2022-07

b. Ordinance No. 2022-07 Exhibit "A"

CURRENT BUSINESS

9. REVENUE MEASURE SUBCOMMITTEE UPDATE -

Request the City Council receive an update from the Revenue Measure Subcommittee and provide direction regarding the structure of a community poll.

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

Presenter: Mayor McNamara and Councilmember Morasco



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

10. BOARD AND COMMISSION APPOINTMENTS -

Request the City Council ratify the Mayor's appointments to serve on the following Boards and Commissions: (terms are set to expire in the year next to each name)

Building and Advisory Appeals Board – Shir Cornblum (2024); George Khoury (2024); Scott McColl; Barry Speer (2024)

Historic Preservation Commission – James Spann (2024); Marc Correll (2024); Nicole Purvis (2024); Shantel Suarez-Avila (2024); Lisa Walker (2023); Michael Delaney (2023)

Library Board of Trustees – Carolyn Clemens (2025); John Schwab (2025)

Planning Commission – Barry Speer (2026); Carrie Mercaro (2026); David Barber (2026)

Public Art Commission – Patricia Spann (2024); Nathalie Martinez (2024); Heidi Paul (2024); Ana Marie Velasco (2024); Lynne Dillender (2023)

Transportation and Community Safety Commission – Rachael Kassebaum (2024); Bill Durney (2024); George Khoury (2024)

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

Presenter: Mayor Paul McNamara

11. AMERICAN RESCUE PLAN ACT (ARPA) STATUS UPDATE -

Request the City Council receive and file an update on the American Rescue Plan Act funds and provide recommendations for the use of unallocated ARPA Funds.

Staff Recommendation: Receive and File (Finance Department: Christina Holmes)

Presenter: Christina Holmes

FUTURE AGENDA

12. FUTURE AGENDA

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 20, 2022

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, May, 11, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, May, 25, 2022	4:00 & 5:00 PM	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.



AFFIDAVITS

OF

ITEM

POSTING



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:30 PM

March 23, 2022

CALL TO ORDER

1. Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))**
 - a. Matter of Potential Litigation by Rincon Band of Luiseno Indians

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:50 p.m.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

March 23, 2022

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

Roll Call: Inscoe, Martinez, Morasco, McNamara (Garcia – Absent)

ORAL COMMUNICATIONS

Angelica Santiago – Expressed support for Council Award Winner Estela Chamu.

PRESENTATION

State of the City

CLOSED SESSION REPORT

The City Council voted 4-0 (Garcia – Absent) to give the Mayor authority to execute an agreement to resolve dispute regarding evaporative losses on the 2020 and 2021 Rincon Water Entitlement.

CONSENT CALENDAR

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Motion: Morasco; Second: Inscoe; Approved: 4-0 (Garcia – Absent)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

a. 361017 – 361190 dated February 23, 2022

b. 361191 – 361356 dated March 2, 2022

c. 361357 – 361564 dated March 9, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: None Scheduled

4. CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – PRELIMINARY ENGINEER'S REPORT FOR ZONES 1-38 FOR FISCAL YEAR 2022/2023 -

Request the City Council approve to initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District ("LMD") (Attachment "1", LMD Map) for Zones 1 through 38 for 2022/2023 fiscal year, approve the Preliminary Engineer's Report for LMD Zones 1 through 38, and set a public hearing date of April 20, 2022 for LMD Zones 1 through 38. (File Number 0685-10)

Staff Recommendation: Approval (Engineering Services Department: Julie Procopio)

Presenter: Julie Procopio

a. Resolution No. 2022-24

b. Resolution No. 2022-25

5. INTERFUND TRANSFER TO PAY OFF PUBLIC STORM DRAIN OBLIGATION -

Request the City Council to approve authorizing a Budget Adjustment and transfer of funds from the Public Facilities Fund to the City Drainage Fund in the amount of \$378,839.61 for the purpose of reimbursing Citrus Avenue Partners LLC for previously completed drainage improvements. (File Number 1070-50)

Staff Recommendation: Approval (Engineering Services Department: Julie Procopio)

Presenter: Julie Procopio

a. Resolution No. 2022-43



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

6. **FINAL MAPS UNDER CONSIDERATION FOR APPROVAL -**

The following Final Maps have been filed for approval by the City Engineer in accordance with Ordinance 2022-02: Warmington Project (E21-0031) and San Diego Habitat for Humanity Project (E21-0022).

Staff Recommendation: Approval (Engineering Services Department: Julie Procopio)

Presenter: Julie Procopio

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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FUTURE AGENDA

7. **FUTURE AGENDA**

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.

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CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor McNamara adjourned the meeting 5:48 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

SPECIAL MEETING

4:00 PM Special Meeting

March 30, 2022

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

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Motion: Morasco; Second: Martinez; Approved: 5-0

1. APPROVAL OF MINUTES: Regular Meetings of March 2, 2022 and March 16, 2022



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. ANNUAL HOUSING ELEMENT REPORT (PL22-0104) -

Request the City Council review and receive the Housing Element 2021 Annual Progress Report and authorize submittal of the report to the State Office of Planning and Research ("OPR"), the State Department of Housing and Community Development ("HCD"), and the San Diego Association of Governments ("SANDAG"). (File Number: 0875-70)

Staff Recommendation: Receive and File (Community Development Department: Adam Finestone)

Presenter: Veronica Morones

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE ESCONDIDO MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTIONS BY DISTRICTS

-
Approved on March 16, 2022 with a vote of 5/0.

a. Ordinance No. 2022-06 (Second Reading and Adoption)

CURRENT BUSINESS

4. BOARD AND COMMISSION INTERVIEWS -

Request the City Council conduct interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck

FUTURE AGENDA

5. FUTURE AGENDA

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CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

Ernie Cowan – Expressed support for the appointment of David Barber to the Planning Commission.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:02 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

April 6, 2022

MOMENT OF REFLECTION

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CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

PROCLAMATIONS

Neighborhood Healthcare Day, April 6, 2022

Fair Housing Month, April 2022

PRESENTATIONS

CCAE Presentation

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Gloria Conejo – Expressed opposition towards the Mayor.

CONSENT CALENDAR

Motion: Morasco; Second: Garcia; Approved: 5-0

1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -
2. APPROVAL OF MINUTES: None Scheduled



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

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

361565 – 361791 dated March 16, 2022

361792 – 362029 dated March 23, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

4. **STREET REHABILITATION AND MAINTENANCE PROJECT - REQUEST THE CITY COUNCIL APPROVE A CHANGE ORDER TO COMPLETE ADDITIONAL ROADWAY MAINTENANCE ON RINCON AVENUE AND STRIPING CHANGES ON NORTH BROADWAY AS PART OF THE 2021 STREET REHABILITATION AND MAINTENANCE PROJECT -**

Request the City Council approve Resolution No. 2022-45 to authorize a change order to the 2021 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”) in the amount of \$246,333.26 to complete additional roadway maintenance on Rincon Avenue east of its intersection with Broadway, and striping updates on North Broadway, north of Rincon Avenue. (File Number: 1020-05)

Staff Recommendation: Approval (Engineering Services Department, Julie Procopio)

Presenter: Julie Procopio

A. Resolution No. 2022-45

5. **REQUEST TO INITIATE AN ANNEXATION AND PRE-ZONE FOR A 2.01 ACRE PARCEL LOCATED AT 916 STANLEY AVENUE (Planning Case No. PL21-0269) -**

It is requested that the City Council review and receive the request to initiate an annexation and pre-zone, and authorize the filing of an application for a 2.01-acre parcel on the northwest corner of Stanley Avenue and Conway Drive, addressed as 916 Stanley Avenue (APN 224-141-24-00).

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

Presenter: Sean Nicholas

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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CURRENT BUSINESS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

6. **DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE-**

It is requested that the City Council adopt Resolution No. 2022-33 designating Christina M. Cameron, Esq. and the law firm of Devaney Pate Morris & Cameron, LLP ("Law Firm") as the enforcement authority for the Escondido Campaign Control Ordinance for the 2022 Municipal Election ("Special Counsel"), as required by Escondido Municipal Code Section 2- 110.5(c). (File Number 0650-40)

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

Presenter: Michael R. McGuinness, City Attorney

A. Resolution No. 2022-33

Motion: Martinez; Second: Inscoe; Approved: 5-0

7. **CLIMATE ACTION PLAN MONITORING REPORT (PL22-0075) -**

Request that the City Council review and receive the 2021-22 Climate Action Plan Annual Monitoring Report and recommend implementation milestones for the forthcoming reporting year (2022-23) (File Number: 0110-20)

Staff Recommendation: Receive and File (Community Development Department: Adam Finestone)

Presenter: Veronica Morones

Ana Marie Velasco - Expressed support for the implementation of actions to address Climate Change.

Laura Hunter - Expressed support for the implementation of actions to address Climate Change.

Maria Wallace - Expressed support for the implementation of actions to address Climate Change.

Patricia Borchmann - Expressed support for the implementation of actions to address Climate Change.

Chris Nava - Expressed support for the implementation of actions to address Climate Change.

Marian Sedio - Expressed support for the implementation of actions to address Climate Change.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Gloria Conejo - Expressed support for the implementation of actions to address Climate Change.

Council action not required.

FUTURE AGENDA

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

Mayor McNamara - Single-Use Plastic Ordinance comparison with other cities in San Diego County.

Morasco - Possibility of ballot measure regarding term limits and modification of current language for our City Treasurer position.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:35 p.m.

MAYOR

CITY CLERK



STAFF REPORT

April 20, 2022
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

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

362030 – 362256 dated March 30, 2022

362257 – 362488 dated April 6, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

March 24 – March 30, 2022, is \$4,191,460.93

March 31 – April 6, 2022, is \$1,222,445.05

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.



STAFF REPORT

April 20, 2022
File Number 0170-57

SUBJECT

APPEAL AND APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE SERGEANT PAUL F. WOODWARD –

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-47, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement ("IDR") for Police Sergeant Paul F. Woodward.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua)

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

None.

PREVIOUS ACTION

On February 2, 2022 City Council adopted Resolution No. 2022-23, denying the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Sergeant Paul F. Woodward.

BACKGROUND

Mr. Woodward filed for an Industrial Disability Retirement in February 2021, as a 64-year-old Police Sergeant. He was employed by the City for twenty-nine years prior to a Service Retirement Pending an Industrial Disability Retirement.

On February 3, 2022, the City Council adopted Resolution 2022-23 denying Sergeant Woodward's IDR application. Sergeant Woodward filed a timely appeal on February 23, 2022. After the denial, the City received additional medical documents from Sergeant Woodward's physician. The new medical records impose permanent work restrictions that would prevent Sergeant Woodward from working as a police sergeant. The medical evidence now supports rescinding Resolution 2022-23.



CITY *of* ESCONDIDO

STAFF REPORT

The basis for Mr. Woodward's IDR application is confirmed by the medical reports received from competent medical authority. Mr. Woodward's condition is cardiovascular in nature. Accordingly, Mr. Woodward is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual and customary duties in the position of Police Sergeant.

Under State Law, the City Council is required to adopt a Resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2022-47, approving the CalPERS Industrial Disability Retirement for Sergeant Paul F. Woodward to be effective April 20, 2021.

RESOLUTIONS

- A. Resolution No. 2022-47

RESOLUTION NO. 2022-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA APPROVING THE CALPERS
INDUSTRIAL DISABILITY RETIREMENT FOR FORMER
POLICE SERGEANT PAUL F. WOODWARD

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

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

WHEREAS, Paul F. Woodward (“Employee”) filed an application with CalPERS on February 16, 2021, for a service pending industrial disability retirement due to a cardiovascular injury; and

WHEREAS, the Employee, was employed by the City in the position of Police Sergeant; and

WHEREAS, on February 3, 2022, the City Council adopted Resolution 2022-23 finding Sergeant Woodward was not incapacitated within the meaning of California Public Employees Retirement Law for performance of his duties in the position of Police Sergeant for his cardiovascular injury; and

WHEREAS, on February 23, 2022, Sergeant Woodward filed a timely appeal; and

WHEREAS, after the City Council adopted Resolution 2022-23, the City received additional medical information from competent medical authority that meets the criteria for an industrial disability retirement.

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

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

1. That the above recitations are true.
2. That Sergeant Woodward's appeal is granted and Resolution 2022-23 is hereby rescinded.
3. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Sergeant.
4. That the City Council certifies Resolution No. 2022-47 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.
5. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.
6. That neither Employee nor the City has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.
7. That the Employee's retirement date will be effective April 20, 2021, and his last day on paid status is April 19, 2021.
8. That there is not a possibility of third-party liability.
9. That the City will not make any monthly advanced disability pension payments.

10. That the primary disabling condition is a cardiovascular injury, and arose out of and in the course of employment.

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

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



STAFF REPORT

April 20, 2022

File Number 0600-10; A-3404

SUBJECT

CONTRACT AWARD FOR HAULING AND BENEFICIAL REUSE OF HARRF BIOSOLIDS

DEPARTMENT

Utilities Department, Wastewater Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-46, authorizing the Mayor to execute a Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC, the lowest responsive and responsible bidder, for hauling and beneficial reuse of biosolids from the Hale Avenue Resource Recovery Facility (HARRF). The contract term is three years with two, one-year options to extend.

Staff Recommendation: Approval (Utilities Department, Wastewater Division: Christopher W. McKinney)

FISCAL ANALYSIS

Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC will charge a base price of \$49.65 per wet ton for hauling and beneficial reuse of HARRF biosolids. The HARRF produces about 14,500 wet tons of biosolids each year. The approximate annual cost of this contract is \$720,000. In addition, the contract allows for a fuel surcharge to be applied if the price of diesel fuel rises above \$4.803 per gallon. Diesel prices will be determined by Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC each month from the California Retail On-Highway Diesel Price Index. As of April 4th, 2022, the index price for California was \$5.714 per gallon. Sufficient funds have been budgeted in the Wastewater Fund Operating Budget to cover the costs of this contract.

BACKGROUND

The HARRF treatment process produces approximately 14,500 tons of Class-B biosolids, which are qualified for beneficial reuse. Disposal and beneficial reuse are regulated by the Environmental Protection Agency (EPA) and the San Diego Regional Water Quality Control Board. Some examples of beneficial reuse of Class B biosolids include alternate daily cover for active landfill cells and soil amendment for crops grown for purposes other than human consumption (i.e., cotton, animal feed, etc.). The hauler delivers empty trailers to the HARRF, where they are loaded with biosolids and transported to the reuse site.

Staff advertised a Request for Proposal on the E-Bid site requiring all bids to be submitted no later than 2:00 p.m. on March 24, 2022. Three responses were received to the Request for Proposal, all providing a



CITY of ESCONDIDO

STAFF REPORT

bid, including some form of fuel surcharge. The responsive bidders, including base prices per wet ton, are summarized below:

- | | |
|---|----------------------------|
| 1) Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC | \$49.65 +/- fuel surcharge |
| 2) Denali Water Solutions | \$56.00 +/- fuel surcharge |
| 3) Rust & Sons Trucking | \$89.00 +/- fuel surcharge |

RESOLUTIONS

- a. Resolution No. 2022-46

ATTACHMENTS

- a. Resolution No. 2022-46 – Exhibit “A”: Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC

RESOLUTION NO. 2022-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH TULE RANCH/WESTERN EXPRESS TRANSPORTER'S, INC./AG TECH LLC FOR HAULING AND BENEFICIAL REUSE OF HARRF BIOSOLIDS

WHEREAS, The Hale Avenue Resource Recovery Facility ("HARRF") generates biosolids as part of its wastewater treatment process; and

WHEREAS, Federal and State regulations require that these biosolids are transported away from the HARRF and disposed or reused in a legal and responsible manner; and

WHEREAS, the biosolids produced at the HARRF may be beneficially reused as alternate daily cover at landfills or as soil amendments for non-food crops; and

WHEREAS, Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC possesses the equipment necessary for hauling and beneficial reuse of HARRF biosolids and was the lowest responsive and responsible bidder for this service.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager/Director of Utilities.
3. That the Mayor is authorized to execute, on behalf of the City, a Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC in substantially the same

format as Exhibit “A”, which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

4. That the City Council approves Resolution No. 2022-46.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Kyle Morgan
760-839-6290, ext. 7017
("CITY")

And: Shaen and Betty Magan
dba Tule Ranch, dba Western Express Transporter's, Inc, a California corporation, dba AgTech LLC, an Arizona limited liability company
4324 E. Ashlan Ave.
Fresno, CA 93726
Attn: Cal Mullenix
602-377-7250
("CONTRACTOR").

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

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

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$695,000**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the

City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Contractors Pollution Liability.* Contracts Pollution Liability insurance applicable to work being performed, with a limit no less than \$2,000,000 per claim and \$2,000,000 aggregate per policy period of one year.
 - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

- (2) *Additional Insured Status.* Both the Commercial General Liability, the Automobile Liability, and the Contractors Pollution Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Transportation Pollution Liability Endorsement.* The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

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

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

- 8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
- 9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
- 10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this

Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprewagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

(Signature Page Follows)

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

Shaen and Betty Magan
dba Tule Ranch, dba Western Express Transporter's, Inc,
a California corporation, dba AgTech LLC, an Arizona
limited liability company

Date: _____

Signature

Name and Title (please print)

Shaen and Betty Magan
dba Tule Ranch, dba Western Express Transporter's, Inc,
a California corporation, dba AgTech LLC, an Arizona
limited liability company

Date: _____

Signature

Name and Title (please print)

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Shaen Magan and Betty Magan, dba Tule Ranch, dba Western Express Transporter's Inc., a California corporation, dba AgTech LLA, an Arizona limited liability company ("Contractor"), will provide the City of Escondido, a California municipal corporation ("City"), with hauling and beneficial use of biosolids ("Project").

B. Location

Contractor will provide services at the City's Hale Avenue Resource Recovery Facility located at 1521 S. Hale Ave., Escondido, CA 92029 ("HARRF").

C. Services

Contractor shall provide services as more particularly described in pertinent excerpts from Contractor's proposal, which are attached to this Scope of Work as Exhibit 1 and incorporated by this reference. In the event of any conflict between the terms of Exhibit 1 and this Agreement or this Scope of Work, the terms of this Agreement and Scope of Work shall prevail.

In preparation for pick-up by the Contractor, City staff will load biosolids into provided trailers and weigh each loaded trailer. The City's scale is not a certified scale. As such, the Contractor will be required to provide a certified weight ticket for each trailer load. City staff will stage full trailers for pick-up by the Contractor. Pick-ups and deliveries shall be completed seven days a week, or as necessary between the hours of 7 a.m. and 6 p.m.

The scope of services for this project shall generally include:

1. Provision of certified weight ticket for each trailer load;
2. Transportation of biosolids in watertight trailers, with retractable, intact tarp covers;
3. Removal of loaded trailers from the HARRF within 24 hours of staging;
4. Provision of additional trailers, as required on a short-term basis, to accommodate increased biosolids quantities; and
5. Maintenance of all contractor provided equipment, tractors and trailers such that the contractor provided equipment is: in sound working condition; meets all applicable California Department of Transportation safety requirements; and is California emissions compliant.

D. Scheduling

Contractor to schedule dates of work in advance by contacting the HARRF Duty Operator at 760-535-2151 or by emailing Scott Birchett at sbirchett@escondido.org. Work shall be performed between the hours of 7 a.m. and 6 p.m., seven days a week.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed **\$695,000 for hauling and beneficial use of biosolids**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The rate per WET TON of "Class B" Biosolids shall be \$49.65.

ATTACHMENT "A"

Scope of Work

The City shall pay fuel surcharges associated with services provided under this Agreement in the event that California's base fuel price rises above \$4.803 per gallon. Any fuel surcharges in excess of \$4.803 must be included in a separate line of each applicable invoice submitted by Contractor to the City for payment.

F. Term

The term of this Agreement shall be for a period of **three years** commencing on the Effective Date of this Agreement. The term of this Agreement shall include two additional one-year options to extend. If the City elects, in its sole discretion, to exercise one or both of the one-year options to extend, such extensions must be completed within the proceeding term via an amendment pursuant to Section 11 of the Agreement.

G. Other

1. Biosolids transported from the HARRF are required to:
 - a. be processed and land applied; or
 - b. be directly land applied; or
 - c. be off loaded at a landfill; or
 - d. be delivered to a subcontractor for composting in accordance with local ordinances.
2. End-use sites are specifically permitted for the uses described above.
3. Random inspections of the end-use sites are executed with or without notice by the generators, health offices, regulators, contractors, and auditors for verification that the above requirements are being met.
4. Biosolids are regulated through the Code of Federal Regulations, Section 40, Part 503 (40 CFR 503), which sets minimum standards that must be met before the biosolids can be land applied.
5. It is required that the beneficial use of the biosolids be an environmentally and economically sound process. The current solids handling treatment process produces approximately 40 wet tons of "Class B" biosolids per day. The digested sludge is dewatered in Andritz centrifuges to 20-30% solids.

EXHIBIT "1"

Scope of Work

1. Land Application of Biosolids

General Characteristics

The consistency is that of a paste with a moisture content that varies between 20 and 30% solids. Biosolids contain large amounts of organic matter to which are bound plant nutrients, such as nitrogen and phosphorous, as well as plant micronutrients, such as copper, selenium, and zinc. Biosolids, on an average dry basis, show a plant fertilizer value of 4.5 – 2.5 – 1 NPK.

The content of metals in biosolids is comparable or lower than other commonly used fertilizers. The 40 CFR Part 503 biosolids regulations defines the metal limits as "Ceiling Concentration" and "Exceptional Quality". Biosolids qualify for land application if at a minimum, they meet the ceiling concentration with the condition that the sites receiving can track, on an annual basis, the cumulative soil loading for all metals. The above-mentioned generators produce exceptional quality biosolids which exempts Shaen Magan and Betty Magan, dba Tule Ranch, dba Western Express Transporter's, Inc., a California corporation, dba Ag Tech LLC, an Arizona limited liability company ("Contractor") from tracking the cumulative metals soil loading. However, this tracking is still being done and reported.

Application Rates

Application rates are based on the nitrogen content in biosolids, expressed in milligrams of Nitrogen per kilogram, and the desired crop nitrogen needs. Nitrogen content in biosolids is determined from the average shown in the generator's reports provided monthly. Each crop has a specific nutrient requirement determined in the literature (e.g. Western Fertilizer Handbook). Biosolids is applied to a site in enough quantity in order to fulfill this need, also known as agronomic rate. Table 1 summarizes the plant nutrient requirement for the most common crops.

Crop	Crop Yield (tons)	Biosolids Application Rate (lb./acre)		
		N	P	K
Barley	2.5	200	60	160
Cotton	0.75	250	65	125
Silage Corn	12.0	250	60	150
Sorghum	3.5	225	60	165
Sudan	6	280	70	185
Wheat	3.0	250	70	200
Alfalfa	8.0	600	95	480

Crop Application Rate

The application rate for each particular site is first estimated from the site area, the crop to be planted, and the average nutrients in biosolids.

The results of the biosolids from different sources and a projection of the quantities of biosolids loads that are expected from each source are factored into the application rate

EXHIBIT "1"

Scope of Work

calculation. This estimate produced by the site manager and provided to the field application foreman.

The primary factors used to calculate the application rate are the percent solids and nitrogen content of the biosolids, the nitrogen mineralization and volatilization rates, and the nitrogen needs for the crop to be planted (also known as plant available nitrogen or PAN). Application rates for crops subsequent to the first crop application may be reduced by the amount of nitrogen carryover when biosolids is applied to the same field in successive cropping seasons. If that is the case, a carryover of 10% is estimated for the PAN calculations. Subsequent applications have a 5%, 3%, and 3% carryover for the prior three years, respectively.

Contractor or its subcontractor integrates the process of determining target application rates and nutrient loading limits with the computerized tracking system. The site manager determines target application rates after consultation with the farm manager. The site manager determines the desired nitrogen and other nutrient levels utilizing soil and crop analyses, crop yield, and standard agronomic tables. He inputs this data into an electronic calculation table for a determination of the appropriate biosolids application rate required in order to reach the desired soil fertility levels. The system utilizes current biosolids analysis data to compute the target application rate needed to meet the fertility goals while maintaining a safe level of trace metals loading following an algorithm outlined below. The criteria for the critical parameter monitoring are included in the 40 CFR Part 503 Rule.

Step 1) Determine the crop's nitrogen requirement (CNR) by the method described in the preceding paragraph.

Step 2) Compute the pounds of available Nitrogen per ton of biosolids applied using the following embedded formula or nitrate testing of soil:

Pounds N/Ton Biosolids = $((\%NH_4 - N_j) \times \%Solids \times 500) + ((\%NO_3 - N_j) \times \%Solids \times 2000) + ((\%No) \times \%Solids \times 400)$

Where: N_j = inorganic nitrogen in biosolids
 No = organic nitrogen in biosolids

Step 3) Compute residual nitrogen from previous land application as a measure of the percentage of original applied amount:

- a) for current proposed crop = 20%
- b) for second crop rotation = 10%
- c) for third crop rotation = 5%
- d) for fourth crop rotation = 3%
- e) for fifth crop rotation = 3%

Residual Nitrogen (RN) = $3.a + 3.b + 3.c + 3.d + 3.e$

or use c soil test data to determine PAN.

Step 4) Compute Target Application Rate (TAR):

EXHIBIT "1"

Scope of Work

CNR - RN = TAR (pounds of N/acre)

TAR (pounds of N/acre) / Step 2 (lb. N/ ton biosolids) = TAR (tons biosolids/acre)

Step 5) Determine application limits based on annual whole sludge application rate (AWSAR)

Cumulative Pollutant Loading Rates, in Kg/ha, from Table 3, according to 40 CFR 503.13

A) Maximum Annual Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13(b)(4):

<u>Kg/ hectare</u>	
Arsenic.....	2.0
Cadmium	1.9
Chromium	150.0
Copper.....	75.0
Lead.....	15.0
Mercury.....	0.85
Molybdenum	0.90
Nickel.....	21.0
Selenium.....	5.0
Zinc.....	140.0

B) Cumulative Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13 (b)(2):

<u>Kg/ hectare</u>	
Arsenic.....	41
Cadmium	39
Chromium	3000
Copper.....	1500
Lead.....	300
Mercury.....	17
Molybdenum	18
Nickel.....	420
Selenium.....	100
Zinc.....	2800

Step 6) Determine the Target Application Rate (TAR)

The computer will default to the lowest sum in Steps 4 and 5 and this will be the TAR.

Step 7) Compute the remaining site life in years:

Determine the number of pounds of each metal that were added throughout the year utilizing the Annual Pollutant Loading Rates, Ceiling Concentration Limits (APLRC),

EXHIBIT "1"

Scope of Work

prior application amounts, and Cumulative Pollutant Loading Rates, compute the remaining site life at current application rates:

$$\text{AWSAR} = \text{APLRC} \times 0.001$$

The target application rate is monitored using the consolidated reporting forms and the computerized tracking system. The data is entered into the computer daily except weekends and holidays.

2. Management Plan

a. General Operating Constraints

Land application of biosolids is regulated at the federal level by the 40 CFR 503 Rule, which defines the minimum standards required for land application of biosolids (defining processing methods, which determine the vector attraction reduction and the pathogen level, as well as defining the concentration of metals, crops allowed, and site access restrictions). At the state level, the Arizona Department of Environmental Quality's 18 A.A.C. 9, Article 10 - Arizona Pollutant Discharge Elimination System Disposal, Use, and Transportation of Biosolids.

All land application sites have the applicable permits with the county or state agency that oversees this activity. The permits in Yuma County are issued by the Arizona Department of Environmental Quality (ADEQ).

The operation is finally governed by service level agreements signed between Contractor and its municipal customers. These contracts define the minimum requirements. Because Contractor services many municipal customers simultaneously, it will apply the contract conditions that are most stringent to its operation.

B. Management Practices

Land application follows harvest of any standing crop and the disking of the site to remove any furrows and incorporate remaining stubble. The project manager then flags any restricted areas by measuring the appropriate setback as defined in Arizona's Article 10 (whichever is applicable), or the local requirement, whichever is stricter.

The following management practices will be followed:

- Biosolids will not be applied at an application rate greater than the agronomic rate of the crop planned for the site
- Biosolids will not be applied to land that is flooded
- Biosolids will not be spread if the weather prohibits its incorporation
- Biosolids will be incorporated into the soil as soon as possible
- Every site will grow a viable crop prior to any additional biosolids application

C. Equipment Utilized

Contractor provides all the equipment used to transport and land apply biosolids. Biosolids are transported in belly dump, end dumps, or live-floor semi-trailers pulled by tandem-axle

EXHIBIT "1"

Scope of Work

truck tractors. The net volume capacity of the trailers is between 40 and 54 cubic yards, which correspond to a net weight capacity of between 22 and 27 tons. The trailers are equipped with roll tarps that are secured by a number of ratchet tie-straps.

Biosolids are either unloaded to the receiving pit or at the designated land application site (Yuma County). Biosolids are then loaded into spreaders pulled by a standard agricultural tractor using a front-end loader or off loaded into a mixing pit in preparation for injection via tractor and chisel. A disk, also pulled by a standard agricultural tractor, incorporates the biosolids into the soil. Water trucks are used to supply the water for washing the biosolids residues off the trailers tires and to water the access roads to the fields to reduce dust. Water pumps are used to water the fields throughout the growing season. Sprinklers are also used in certain locations.

D. Transportation

a. Permits

Contractor and its sub-contract haulers are permitted as a motor vehicle contract carrier by the Interstate Commerce Commission and as a highway contract carrier by the California Public Utilities Commission.

b. Truck Routes

On a daily basis, the dispatcher, routes truck drivers to the assigned fields. The factors that influence routing selection include traffic (accidents, road construction), weather, location of residences, potential for dust, and school bus routes.

c. Delivery Windows

The general manager coordinates with the municipal customer's loading coordinator the best delivery window, which depends on the travel distance, traffic, route, and impact on the public.

d. Truck Maintenance, Appearance, and Recordkeeping

All trucks and trailers are properly maintained to provide the safe transport of biosolids and to prevent release of biosolids as per the Biosolids Release Plan. The mechanical maintenance schedule of truck tractors follows the manufacturer's recommendations, and the records are kept in the sub-contractor's office. The structural integrity of truck trailers are also tested by visual inspection and fixed accordingly to avoid accidents and biosolids releases. This includes the placing and maintenance of adequately working safety pins on trailer gates. All repairs are logged, and the records are kept in the sub-contractor's office. All truck maintenance records are made available to municipal customers upon request.

e. Driver Training

Contractor truck drivers receive training on an annual basis on the following:

- Loading and procedures at wastewater treatment plants
- Safety and biosolids
- Do's and don'ts of biosolids transportation
- Release prevention and release cleanup procedure
- Unloading and cleaning procedure
- Recordkeeping

EXHIBIT "1"

Scope of Work

- Public relations
- PPE

The records of this training are kept in the sub-contractor's office and are made available to clients upon request.

E. Unloading and Washing

When a truck arrives at the designated field or at the processing site, the biosolids are unloaded onto the designated sites and the interior of the trailer thoroughly washed. Before leaving, the trailer is tarped and then trailer tires are washed clean of biosolids residues.

F. Storage

Material may be stored for a period of up to 2 years in Arizona. Contractor typically land applies and incorporates the biosolids immediately upon delivery to the site.

G. Spreading

Once the spreader is loaded with biosolids material and is at the designated site, it spreads the material uniformly on the land until the application rate for the planned crop is reached. A rough application rate can be calculated by dividing the capacity of the spreader by the area spread by the load (multiplying the distance traveled by the average broadcast distance). Depending on the soil conditions, the desired application rate can be done in two separate spreading events, as described below.

H. Incorporation

After spreading, the material is disked into the soil with a disk pulled by an agricultural tractor. For certain soil conditions, and to assure better blending and incorporation into the soil, the material can be spread in two complete cycles of spreading and incorporation. Prompt and adequate incorporation is done to avoid public nuisances, such as odors and flies.

I. Watering, Planting, and Cropping

Once a field has been adequately fertilized and amended with biosolids, it is ready for seed bed preparation, planting, cultivation, and irrigation. Once the crop growth cycle is complete, it is harvested and sold. Records of crop production are kept in Contractor's field office and are made available to its municipal customer upon request.

J. Soil types

Yuma County, Arizona

The sites permitted for biosolids land application contain Indio Silt Loam soils which are formed in mixed alluvium. The permeability is moderate with a potential rooting depth of 48 inches or more, high water capacity, and no surface runoff. This soil is used for irrigated alfalfa hay, small grains, cotton, sugar beets, grain sorghum, citrus fruit, vegetables, and Bermuda grass.

K. Staff Training

The training includes basic biosolids regulations on the federal, state, and local level as well as on the municipal customer's particular requirements. The training includes safety aspects related to biosolids handling, endangered species, public perception issues, and

EXHIBIT "1"

Scope of Work

communication with the public. The training of staff is done on an annual basis and the records are kept in the Contractor's field office and are made available to clients upon request.

Contractor arranges the best available time for regular and subcontracted staff to be trained by the customers after previous notification.

3. Controls

A. Soil Testing

Soils from each field are analyzed prior to the initial biosolids application and subsequently after every 80 dry tons applied per acre application. A composite of soil from a depth ranging from 6-12 inches are sampled at 15 separate, randomly selected locations per field, and are analyzed by a certified laboratory.

B. Biosolids Quality

Biosolids received for land application must be endorsed by a Certificate of Biosolids Quality to ensure receiving at least Class B material. In the event, Sub-class B biosolids is received it will be redirected for land fill disposal, composting or "Further Treatment".

C. Odor Control

Odors at the site are not a major impact due to the remoteness of Contractor's site locations.

D. Noise Control

Truck and trailers are maintained in accordance with the Department of Transportation requirements for noise control.

E. Access Control

Fences along with postings and on duty personnel provide access control.

F. Stockpiling Issues

No stockpiling of Biosolids.

G. Site Restrictions

All field access points are posted with "No Trespassing" signs and ingress and egress are monitored by Company personnel.

H. Water Quality Controls

a. Surface Water

The setbacks from application sites to surface water courses, either dry or flowing, are 100 feet.

b. Groundwater

The setbacks to drinking water wells are 500 feet and to non-domestic wells are 100 feet.

I. Inspections

Verification of regulatory compliance is done by several different agencies. The Arizona Department of Environmental Quality, and the biosolids generators perform periodic

EXHIBIT "1"

Scope of Work

inspections and report with verbal and written notifications and recommendations for improvement.

4. **Emergency response**

A. Weather

No application will be done when the precipitation is greater than 0.025 inches per hour or when the soil is saturated. When either of this occurs, the operation will be halted and, depending on the situation, may be moved to another more appropriate site. The project manager will inform the dispatcher and the customers of any change in schedules. The dispatcher, in turn, informs the drivers of any change in routes and delivery locations.

B. Biosolids Release Response

Please refer to Attachment A "Biosolids Response Plan" for a complete description.

C. Fire

Need for evacuation of fields or offices will be determined by field manager or dispatcher in event of threat of fire.

5. **Monitoring**

A. Soil Testing

Soils from each field are analyzed prior to the initial biosolids application. A composite of soil from ranging from 6-12 inches are sampled at 15 separate, randomly selected locations, and are analyzed on each permitted site. Soils are analyzed BC Labs or other certified laboratory for the following:

Plant Macro Nutrients & others: (analyzed prior to application)

- Total Kjeldahl Nitrogen
- Phosphorous
- Ammonia Nitrogen
- Nitrate Nitrogen
- Phosphate
- Potassium
- Cation Exchange Capacity
- Soil pH

Trace Metals & others: (analyzed when application has reached 40 dry tons of biosolids and every 40 dry ton thereafter)

- Arsenic
- Cadmium
- Copper
- Molybdenum
- Lead
- Mercury
- Nickel

EXHIBIT "1"

Scope of Work

- Selenium
- Zinc
- PCBs
- Dioxins

Periodically, samples are tested for other parameters such as Boron, Total Petroleum Hydrocarbons, Toxic Organics indicators, Sodium Adsorption Ratio.

B. Recordkeeping

Contractor collects and maintains the following information indefinitely:

- The location, by quarter section, section, township, range and assessor's parcel number, of each site on which biosolids is applied, including a map, of scale 1:24,000 or larger, accurately showing the location.
- The number of hectares in each site on which biosolids is applied.
- The date biosolids was applied to each site.
- The cumulative amount of each pollutant, in mg/kg listed in Discharge Specification in the biosolids applied to each site.
- The amount of biosolids, in dry tons, applied to each site.
- The following certification statement:

"I certify, under penalty of law, that the requirements to obtain information in 40 CFR 503.12(e) (2) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the requirements to obtain information have been met. I am aware that there are significant penalties for false certification including fine and imprisonment".

C. Reporting

Contractor, on a quarterly basis, reports to its municipal customers on a pre-selected number of activities that are deemed crucial for the sustainable management of biosolids.

Contractor annually submits to the Environmental Protection Agency, ADEQ and its municipal customers a tabulated summary of results of all biosolids and soil monitoring data and an evaluation of the data collected during the calendar year; the cumulative total loading of heavy metal for each site and a comparison to the allowable cumulative loading standards (including calculations); the results of soil pathogen monitoring; compliance with land use restrictions identified in Discharge Specification B.10; and documentation certifying that personnel working at the site adhered to the approved Guidelines for Endangered Species Protection required in Provision D. 7. The annual monitoring report is submitted for three years following the last biosolids application.

6. Community Relations and Communications Plan

A. Communication Options

Internal Communication

EXHIBIT "1"

Scope of Work

Staff is to understand Contractor's Mission and how it associates with the policy of its customers. Training on this is done at least annually. Staff training on job operations, safety, releases and other emergency response is also done at least once annually. Records are maintained onsite including sign-in sheets and training agendas for each meeting.

External Communication

Management and staff can provide communication and outreach to interested parties. Communication can come through several different methods, such as:

- Direct contact with company via phone, e-mail, mail, etc.
- Presentations and outreach materials
- Tours of the facility and operation
- Classroom education
- Sponsoring of public events
- Correspondence with regulators, media, or associations
- Communication with Orange County Sanitation District and other generators

B. Community Inquiry Response Program

A Community Inquiry Response Form was created. This form is filled by staff receiving comments or complaints. Comments or complaints are logged in a binder called "Community Inquiry Response Forms", copies are then dispersed to all managers for review and response. Additionally, all generators are notified promptly by e-mail or phone for critical issues such as release, hazards or complaints, all other inquiries are forwarded with quarterly reports.

7. Contacts

Office (Main)

Kurt Wyrick
4334 E. Ashlan Ave
Fresno, CA 93726

Tel. (559)222-7736 Ext. 102
Fax.(559)222-7756

Office (Yuma, Arizona)

Kevin Good / WET
4464 E. 30th Place
Yuma, AZ 85364

Tel. (928) 919-4667
Fax (928) 344-900

Office (Somerton, Arizona)

Ryan Unruh / Ag Tech
3895 W. Co 19th St
Somerton, AZ 85366

Tel. (928) 287-4588
Fax (623) 474-0057

EXHIBIT "1"

Scope of Work

8. Closing Overview

At a very conservative nitrogen-based biosolids land application rate of 30 wet tons per acre, Contractor's 6,000 acres of permitted Arizona sites have the capacity to reuse 100%+ of the biosolids produced by The City of Escondido as well as Contractor's other municipal customers that beneficially use the Arizona land application sites.

In the event that The City of Escondido directs Contractor to landfill its biosolids, Contractor has entered into a biosolids landfilling agreement with the South Yuma County Landfill. The landfill will easily accommodate the daily production of Escondido's Biosolids. As a contingency option, the South Yuma County Landfill is also located adjacent to the City of Yuma, AZ, and benefits from being located in an area that takes into consideration the sensitivities of potentially impacted receptors. If necessary, Contractor also has access to additional landfill capacity at the Allied Waste Landfill located in Buckeye, AZ.

Contractor's current inventory of off-road equipment, tractors, trailers, and other equipment is sufficient to easily accommodate far more than the present daily volume of biosolids which we land apply each day.

As an existing biosolids management contractor, Contractor is also very familiar with the Biosolids Management System (BMS). Contractor will continue to conform to the BMS requirements for The City of Escondido's biosolids management needs in order to maintain and benefit from the high standards set by the National Biosolids Partnership. Contractor has adopted and implemented its own Biosolids Management Plan (BMP). The essence and benefits of the BMP is best captured by the "Company Policy" which states that "[Contractor] is committed to using best management practices and compliance with regulations while providing biosolids services to municipal wastewater treatment facilities." Contractor has adopted the procedures and guidelines found in both the California Water Environment Association (CWEA) Code of Good Practice and the National Biosolids Partnership (NBP) Code of Good Practice to continuously improve its biosolids management practices.

We continue to strive to avoid creating any nuisances, including dust, odors, vectors, and offensive visual impacts at all biosolids management sites in accordance with Biosolids Contractor Requirements.

Transportation

All transportation of the biosolids from each of the facilities will continue to be provided through subcontracts with Western Express and Western Express Transporter's, Inc. The City of Escondido's biosolids will continue to be transported in watertight end dump trailers as per preference, with retractable, intact tarp covers, all of which have already been inspected and approved for use.

On a daily basis, the trucking manager routes truck drivers to the scheduled site. The factors that influence routing include traffic (accidents, road construction), weather, location of residences, potential for dust, and school bus routes.

EXHIBIT "1"

Scope of Work

Regulatory Compliance

Contractor complies with all state or local policies and ordinances. Contractor has included in this proposal a complete description of all land application procedures for each of our facilities, which includes information for all back up facilities. Contractor has also included all operational permits for each of its primary reuse sites mentioned in this proposal.

Contractor is committed to conform to the NBP's Code of Good Practice. Contractor will continue to conform to other applicable good practices, Electronic procedures for tracking biosolids, reporting and record keeping, regulatory compliance, proactive maintenance, self-imposed requirements, public outreach and documentation, participation in audits and any required corrective actions, corrective and preventive actions for all inspection findings, training and emergency preparedness plans, and other elements that may have procedural and cost implications for Contractor. Contractor will conform and comply with any and all periodic inspections and audits by The City of Escondido or its appointed auditors and understands that inspection findings require written root cause and corrective actions within 10 business days.



STAFF REPORT

April 06, 2022

File Number 0600-10; A3403

SUBJECT

INNOVATE78 MEMORANDUM OF UNDERSTANDING

DEPARTMENT

Economic Development

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-48, authorizing the City Manager to execute, on behalf of the City of Escondido, a Memorandum of Understanding with the cities of Carlsbad, Oceanside, San Marcos and Vista for funding of a consultant services agreement with the San Diego North Economic Development Council and JPW Communications to continue the “Innovate78” collaborative economic development initiative.

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck)

Presenter: Jennifer Schoeneck, Deputy Director of Economic Development

FISCAL ANALYSIS

The 78 Corridor cities released a Request for Proposals (RFP) for marketing activities to support Innovate78 in September 2021 and 17 firms submitted proposals. After careful evaluation, interviews and analysis, the 78 Corridor cities wish to contract with JPW Communications to administer services in support of the Innovate78 initiative. The initial agreement will be for a term of two years. The scope of services outlined will be for marketing and communications activities in an amount not to exceed \$100,000 annually, to be shared equally among all five cities for an individual city contribution of \$20,000 each year.

The 78 Corridor cities have had an MOU in place since Innovate78’s inception, which outlines the financial and collaborative responsibilities of each city to jointly support Innovate78. The MOU designates the contract holder, which rotates to one of the five cities every two years to manage the funds and contract payments. Per the MOU (Exhibit B), for the fiscal years 2021-22 and 2022-23, the City of Oceanside will manage the contract with JPW Communications for the required services, as set forth in the Scope of Work (Exhibit A). In turn, each city will contribute an equal financial share for the JPW Communications work, based on the terms outlined in the MOU between the cities. The length of the proposed contract is two years and each city agrees to contribute a total of \$40,000 (\$20,000 annually). The City of Oceanside will collect the funds from the partnering cities and make the required payments to JPW Communications as outlined in the MOU. The total cost for the two-year service agreement is \$200,000 for which JPW Communications agrees to:



CITY of ESCONDIDO

STAFF REPORT

- Host and manage content for the Innovate78.com website
- Elevate the Innovate78 brand through paid and earned media
- Provide marketing support to SDNEDC's Innovate78 business retention, expansion and attraction strategies
- Provide marketing support to expand the North County entrepreneurial ecosystem Additional services are outlined in the Scope of Work attached to the Professional Services agreement (Exhibit "B" to Resolution No. 2022-48)

PREVIOUS ACTION

None.

BACKGROUND

The Innovate78 regional economic development initiative was launched in 2014 as a collaborative model among the 78 Corridor cities to work cooperatively in support of a robust North County regional economy. Through Innovate78 the City's Economic Development staff have worked with the 78 Corridor partner cities to advance comprehensive economic development strategies focused on business retention and expansion, talent pipeline development, strategic marketing of the Innovate78 brand, and expanding the region's entrepreneurial ecosystem. The 78 Corridor cities recognize that the region can better position itself to attract talent, investment and companies by working together instead of competing with one another.

An important component of the City's economic development work is the Innovate78 initiative. Through Innovate78, the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista work together to ensure that companies see value in locating and expanding their business along the 78 Corridor. Through this initiative, businesses can access the following resources:

- Data and information about the 78 Corridor cities through the Innovate78 branded website and social media
- Connections to higher education through efforts like manufacturing roundtables and events with higher education institutions².
- Assistance in applying for state funding and incentive programs such as the Cal Competes tax credit
- Economic development staff contact information when businesses are contemplating moving based on expansion or contraction needs.
- Access to information on regional programs such as MetroConnect and the SDG&E Economic Development Rate
- Startup and entrepreneurial information and events that bring together the startup community along the 78 Corridor to link founders with funders



CITY of ESCONDIDO

STAFF REPORT

Since the start of the Innovate78 initiative, the San Diego Regional Economic Development Corporation (EDC) has administered the program on behalf of the 78 Corridor cities. In 2019, the EDC was awarded a contract through a competitive Request for Proposals process, and continued the work up until October 2021. Starting January 2022, the 78 Corridor cities will be adopting a new model for administration of the Innovate78 program through an enhanced membership with the San Diego North Economic Development Council (SDNEDC) at a cost of \$20,000 per year per city, and an agreement for marketing activities to support the SDNEDC work at a cost of \$20,000 per year per city. Although there is a two-month time lapse expected between the old and new models, Innovate78 will maintain an active social media presence during this transition period.

Innovate78 has achieved several specific milestones over the past several years including launching the Startup78 Initiative, hosting North County's first San Diego Startup Week event and creating the first comprehensive COVID-19 business resource guide for North County at the start of the pandemic.

RESOLUTIONS

- A. Resolution No. 2022-48
- B. Resolution No. 2022-48 Exhibit "A" Memorandum of Understanding
- C. Resolution No. 2022-48 Exhibit "B" Professional Services Agreement

RESOLUTION NO. 2022-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ESCONDIDO AND THE CITIES OF CARLSBAD, OCEANSIDE, SAN MARCOS AND VISTA FOR FUNDING OF A CONSULTANT SERVICES AGREEMENT WITH THE SAN DIEGO NORTH ECONOMIC DEVELOPMENT COUNCIL AND JPW COMMUNICATIONS TO CONTINUE THE "INNOVATE78" COLLABORATIVE ECONOMIC DEVELOPMENT INITIATIVE.

WHEREAS, the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista ("78 Corridor Cities") have been participating in an economic development collaborative model called "Innovate78" to promote economic development opportunities along the Highway 78 Corridor; and

WHEREAS, to facilitate that goal the Highway 78 Corridor Cities selected the San Diego North County Economic Development Council ("SDNEDC") as the organization best suited to provide the required program services; and

WHEREAS, to continue the work of the "Innovate78" economic development initiative, the Highway 78 Corridor Cities have designated the City of Oceanside to contract with JPW Communications ("JPW") for the required services based on the terms outlined in the Professional Services Agreement which is attached as "Exhibit B", and incorporated by this reference; and

WHEREAS, in turn, each city will contribute an equal financial share for the SDNEDC and JPW work effort (\$40,000 per city), based on the terms outlined in the Memorandum of Understanding ("MOU"), which is attached as "Exhibit A" and incorporated by this reference; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the MOU.

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

1. That the above recitations are true.
2. That the City Manager is authorized to execute, on behalf of the City, the MOU in substantially the same format as Exhibit "A", which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

IMAGED

**MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES
OF CARLSBAD, ESCONDIDO, OCEANSIDE, SAN MARCOS
AND VISTA FOR FUNDING OF
MARKETING FOR THE INNOVATE78 ECONOMIC DEVELOPMENT INITIATIVE**

This Memorandum of Understanding ("MOU") is made and entered into on March 3rd, 2022 by and among the cities of Carlsbad, Escondido, Oceanside, San Marcos and Vista (individually "City" and collectively, "78 Corridor Cities" or "Cities").

RECITALS

- A. Beginning in January 2022, the 78 Corridor Cities will adopt a new model for execution of Innovate78 economic development strategies through enhanced memberships with the San Diego North Economic Development Council (SDNEDC) in the amount of \$20,000 per City per year. Prior to this, the Cities had contracted with the San Diego Regional EDC for all activities related to Innovate78.
- B. In September 2021, the 78 Corridor Cities released a Request for Proposals ("RFP") for marketing and communications services to support the Innovate78 work to be performed by the SDNEDC. Seventeen marketing firms responded to the RFP, and after careful evaluation and interviews, the Cities wish for JPW Communications to provide marketing services to support the Innovate78 initiative.
- C. The 78 Corridor Cities have been managing contracts related to Innovate78 on a rotating basis. The City of Oceanside will manage the contract with JPW Communications for the required services. Each City will contribute an equal financial share to compensate JPW Communications based on the terms set forth in this MOU.
- D. The City of Oceanside has engaged JPW Communications for marketing and communications services for Innovate78 pursuant to the attached Professional Services Agreement ("PSA"), which is incorporated herein by this reference. The work to be provided by JPW Communications is set forth in the Scope of Work included with the PSA.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the five Cities agree as follows:

A. JPW Communications Professional Services Agreement

The 78 Corridor Cities want to execute a two-year agreement as of January 1, 2022 which will become effective upon the complete execution of this MOU by each of the five Cities. The two-year Professional Services Agreement with JPW Communications will be managed by the City of Oceanside. Performance of the JPW PSA is intended to result in furthering the Innovate78 Economic Development Initiative as described in the PSA. For that work, JPW Communications will receive an annual total base contract amount of one hundred thousand dollars (\$100,000), assuming the full expense allotment is used ("Contract Price").

The City of Oceanside makes no representation regarding the completeness, or quality of the work that JPW Communications will produce under the PSA. In directing JPW Communications pursuant to the PSA, the City of Oceanside will, when reasonably possible, provide direction based on the consensus of all Cities. If consensus is not obtained after a consultation period with all 78 Corridor Cities within thirty days (30) days, and if the Cities have not acted collectively to amend or terminate this MOU or the PSA, the City of Oceanside reserves the right to provide direction to JPW Communications to assure that its efforts are not stopped, stalled or otherwise delayed.

B. Cooperative Efforts

For JPW Communications to successfully carry out the scope of work for marketing for the Innovate78 Economic Development Initiative, each City must: (1) provide JPW Communications with information about the city, its community, its businesses, and its other attributes; (2) make available to JPW Communications representatives from city government, civic groups, business groups and others comprising the city; (3) identify venues within the city for meetings, (4) participate in meetings with JPW Communications and other 78 Corridor Cities for the development and refinement of elements of the Innovate78 Economic Development Initiative; and (5) otherwise participate in the development of the Innovate78 Economic Development Initiative in the manner described in the Scope of Work.

C. Term

This MOU shall be effective as of the first date written above and shall continue in full force and effect unless sooner terminated as provided in Section 4 of this MOU, below.

D. Termination

Should any City wish to terminate this MOU, the City desiring to terminate this MOU shall provide written notice of such intention of termination to the 78 Corridor Cities at least fifteen (15) days in advance of the termination date. Upon the expiration of the fifteen (15)-day

notice period, each City's rights and obligations to the other City as set forth shall cease and be of no further force or effect.

E. Payments for Funding the JPW Communications PSA

To fund the JPW PSA, each City will allocate and pay to the City of Oceanside on or before July 1 of each calendar year in which the agreement between JPW Communications and the City of Oceanside is in effect the sum of twenty thousand (\$20,000), representing one-fifth of the Contract Price ("City Contract Share"). The City of Oceanside will hold the City Contribution for each City, and collectively use those City Contributions to make payments due to JPW Communications under the Professional Services Agreement.

Should it be determined that a change in the Scope of Work is advisable which will require a change in funding in the base Contract Price as detailed in the Scope of Work, the City of Oceanside shall notify the 78 Corridor Cities of the service changes ("Services") and the price for those services ("Cost"). With that notice, the City of Oceanside will provide the 78 Corridor Cities with a proposed Addendum to the Professional Services Agreement ("Services Agreement Addendum") describing the Additional Services to be provided at the Supplemental Cost. Based on those materials, each City will be asked to execute an addendum to this MOU ("MOU Addendum") to enable the City of Oceanside to fund the Services. Should each City execute the MOU Addendum, then within ten (10) days thereafter: each City shall transfer to the City of Oceanside a sum equal to one-fifth of the Supplemental Cost; and the City of Oceanside will execute the Services Agreement Addendum.

Following the completion or termination of the Professional Services Agreement, the City of Oceanside shall determine if any amount is left unexpended from the collective City Contributions and shall return to each 78 Corridor City a sum equal to one-fifth of that amount.

F. Trademark and Copyright of Works

The 78 Corridor Cities recognize that JPW Communications will generate graphics, taglines and other materials ("Works") which may require a trademark, copyright, or similar registry to be protected under Federal or State law, which shall be obtained by JPW Communications, or its subcontractor, for the benefit of the 78 Corridor Cities. The 78 Corridor Cities acknowledge that each, as an owner of a trademark, will responsible to police infringing uses of its trademark. If the 78 Corridor Cities do not enforce its trademark rights or otherwise fail to maintain quality control over the trademark (i.e. a naked license), trademark rights may be lost. This is also true regarding the responsibility to police infringing uses of their copyrights. The 78 Corridor Cities agree that they will reasonably police their intellectual property rights and promptly take reasonable steps to prevent infringing and unauthorized use of their trademarks

and copyrights. Upon learning of a potential infringement or unauthorized use, the 78 Corridor Cities shall meet, discuss and select an appropriate course of action to reasonably prevent infringement or unauthorized use of their intellectual property rights.

G. Miscellaneous

The terms of this MOU are intended by the parties as a final expression of their agreement with respect to such terms as are included in this MOU and may not be contradicted by evidence of any prior and/or contemporaneous agreement. This MOU specifically supersedes any prior written or oral agreement between the parties.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

CITY OF VISTA

By: Patrick Johnson
Patrick Johnson, City Manager

ATTEST:
Kathy Valdez, City Clerk

By: Kathy Valdez

APPROVED AS TO FORM:
Darold Pieper, City Attorney

By: Darold Pieper

(Signatures continue on next page).

CITY OF ESCONDIDO

By: _____
Sean McGlynn, City Manager

ATTEST:
Zack Beck, City Clerk

By: _____

APPROVED AS TO FORM:
Michael R. McGuinness, City Attorney

By: _____

CITY OF OCEANSIDE

By: _____
Deanna Lorson, City Manager

ATTEST:
Zeb Navarro, City Clerk

By: _____

APPROVED AS TO FORM:
John Mullen, City Attorney

By: _____

CITY OF CARLSBAD

By: _____
Scott Chadwick, City Manager

ATTEST:
Faviola Medina, City Clerk Services Manager

for By: _____

APPROVED AS TO FORM:
Celia A. Brewer, City Attorney

By: _____

Attachment: JPW Communications LLC, Professional Services Agreement

CITY OF SAN MARCOS

By: _____
Jack Griffin, City Manager

ATTEST:
Phillip Scollick, City Clerk

By: _____

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

By: _____

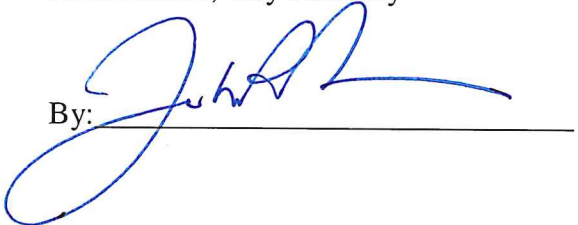
CITY OF OCEANSIDE

By: 
Deanna Lorson, City Manager

ATTEST:
Zeb Navarro, City Clerk

By: 

APPROVED AS TO FORM:
John Mullen, City Attorney

By: 

CITY OF CARLSBAD

By: _____
Scott Chadwick, City Manager

ATTEST:
Faviola Medina, City Clerk

By: _____

APPROVED AS TO FORM:
Celia A. Brewer, City Attorney

By: _____

CITY OF SAN MARCOS

By: _____
Jack Griffin, City Manager

ATTEST:
Phillip Scollick, City Clerk

By: _____

APPROVED AS TO FORM:
Helen Holmes Peak, City Attorney

By: _____

Document no. 21-D0789-1
12/15/2021 (15)

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: INNOVATE78 MARKETING

THIS AGREEMENT, dated December 15, 2021 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and JPW Communications, LLC, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Marketing and communications activities to support the Innovate78 regional economic development initiative (Attachment A).
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

Innovate78 Marketing

- 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4. All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

Innovate78 Marketing

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by

Innovate78 Marketing

this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. CONSULTANT shall provide all such documents in electronic, editable format upon request by the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed \$100,000 per contract year. No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by CITY prior to performing any work that results in incidental expenses to CITY. The five Innovate78 cities (Carlsbad, Escondido, Oceanside, San Marcos and Vista) will contribute an equal financial share of \$20,000 per city to compensate JPW Communications, with the City of Oceanside serving as contract manager, based on the terms set forth in the attached MOU.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Innovate78 cities within two years.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed

Innovate78 Marketing

for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

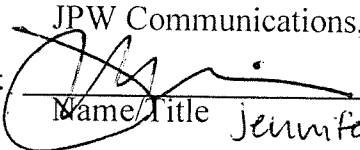
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

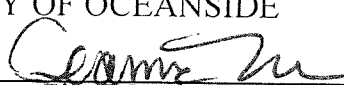
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

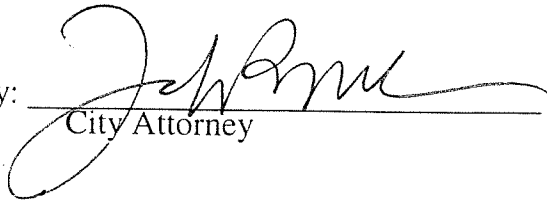
IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

JPW Communications, LLC
By: 
Name/Title Jennifer Windle
Founder + President
Date: 11/17/2021

CITY OF OCEANSIDE
By: 
City Manager
Date: 12/22/21

Innovate78 Marketing

APPROVED AS TO FORM:

By: 
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

I:\City Attorney\Professional Services Agreement Short Form (Design Professionals).doc

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

on November 17th, 2021
Date

before me,

Ivonne Martinez, Notary Public,
Here Insert Name and Title of the Officer

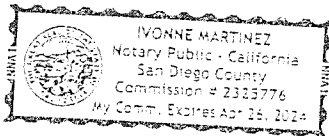
personally appeared

Jennifer Windle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

[Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Professional Services Agreement

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☒ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Trustee

☐ Guardian or Conservator

☐ Other:

☐ Other:

Signer is Representing:

Signer is Representing:

Attachment A

Innovate78 Marketing Activities JPW Communications Scope of Work

The five cities along the 78 Corridor (Carlsbad, Escondido, Oceanside, San Marcos and Vista) wish to retain JPW Communications for marketing activities to support the Innovate78 regional economic development initiative. This work includes the following activities:

Research & Audit

Conduct audit of current key messages, outreach materials and target audiences; review survey results and other provided data in support of economic development opportunities. Leverage previous research to provide insights and recommendations. (Estimated 80 hours @ blended rate of \$150/hr): \$12,000

Strategic Planning

Update overarching marketing strategy to tactical level, defining operational objectives and marketing campaign objectives separately; define segmented target audiences; determine best strategies for reaching targets and recommend methods of campaign delivery with impression projections based on separate media budget. NOTE: Leveraging strategic plan previously developed by JPW. (Estimated 60 hours @ blended rate of \$150/hr): \$9,000

Program of Work

Develop three creative concepts for a long-term marketing effort, based on strategic framework and refine one selected concept. Concepts will include positioning statement, headlines and initial copywriting of a single outreach piece. Deliver complete media and marketing plan workflow for how creative will be delivered, what mediums will be used, projected placement performance with total impressions and cost per mille (thousand impressions). (NOTE: any approved media buys to be purchased directly. Media placed through JPW is subject to 20% placement fee.) (Estimated 120 hours @ blended rate of \$150/hr): \$18,000

Implementation Toolkit

Once concept is finalized, JPW will create an implementation toolkit with all needed collateral pieces which may include folder, one-sheets, brochure or pitchbook, presentation deck, digital ads, print ads, social media graphics and posts with all imagery and copywriting. Content development will include blogs, photography, video concept, scripting, scouting, storyboarding, on-site production, post-production, motion graphics, sound and final story packages for active distribution. Complete execution of marketing and media plan, placement of all media, posting of all social media content per content calendar, and administration of any direct digital campaigns including Google ads, Facebook ads and YouTube promotions. (Estimated 326 hours @ blended rate of \$150/hr): \$48,900

Attachment A

Innovate78 Marketing Activities JPW Communications Scope of Work

Evaluation

Provide recommended goals for measurement and key performance indicator standards for ongoing implementation. Set up analytics dashboard, provide monthly performance reports with insights and recommendations for ongoing optimization.

(Estimated 80 hours @ blended rate of \$150/hr): \$12,000

Total \$99,900



Policy Number:

Date Entered: 11/15/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	H. Linwood Insurance 4021 Layang Layang Circle Ste H Carlsbad, CA 92008	CONTACT NAME: Hadley Wood PHONE (A/C, No, Ext): (760) 720-4632 FAX (A/C, No): (760) 720-0574 E-MAIL ADDRESS: hadley@hlinwood-insurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED	JPW Communications LLC 2710 Loker Avenue W #300 Carlsbad, CA 92010	INSURER A: Hiscox Insurance Company 10200 INSURER B: Topa Insurance Company 18031 INSURER C: At Bay HSB Specialty Ins 14438 INSURER D: Employers Preferred Insurance Co 10346 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-2220435-BOP	04/04/2021	04/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			UDC-2220435-BOP	04/04/2021	04/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			8271-3002-EX	04/04/2021	04/04/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG4675559-00	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (E&O)			UDC-2220435-EO	04/04/2021	04/04/2022	Each Claim 1,000,000
C	Cyber Liability			6609930-01	06/01/2021	06/01/2022	Aggregate 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marketing & Communications

The City of Oceanside, its officers, agents and employees are additional insured to the above General Liability. Endorsements attached.

CERTIFICATE HOLDER

CANCELLATION

City of Oceanside 300 N Coast Hwy Oceanside, CA 92054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Hadley Wood
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
GENERAL LIABILITY COVERAGE PART

POLICY NUMBER: UDC-2220435-BOP	ENDORSEMENT EFFECTIVE : 04/04/2021
NAMED INSURED: JPW Communications LLC	COUNTER SIGNED BY: <i>Emile Lacayo</i>

SCHEDULE

<p>Name of Person(s) or Organization(s): Any person or Organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.</p>
<p>Location(s): Various</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after.

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

D. The following are added to **SECTION V – DEFINITIONS**:

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "you work" done under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 4-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium due for this endorsement shall be 2% of the California workers compensation premium otherwise due on such remuneration OR MP \$350.00.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

01/01/2021 – 01/01/2022
Policy No. EIG4675559-00

Endorsement No. WC2021-01

Countersigned by _____



STAFF REPORT

April 20, 2022
File Number 0685-10

SUBJECT

PUBLIC HEARING FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ZONES 1-38

DEPARTMENT

Engineering Services

RECOMMENDATION

Request the City Council receive input from the property owners in Zones 1-38 of the City of Escondido Landscape Maintenance Assessment District ("LMD") on the proposed budget and assessments for Fiscal Year ("FY") 2022/2023.

Staff Recommendation: Hold Public Hearing. No Council action is required (Engineering Services, Julie Procopio)

Presenter: Julie Procopio, Director of Engineering Services

FISCAL ANALYSIS

The LMD reimburses all costs incurred by the City of Escondido ("City") in all zones except Zones 12 and 13. The City purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the Centre City Parkway landscaped median, south of Felicita Avenue and north of Montview Drive. The City shares the cost of the maintenance in Zone 13 with the two shopping centers on either side of the Parkway.

A Consumer Price Index ("CPI") increase of 5.208 % per Bureau of Labor Statistics: San Diego-Carlsbad, CA, has been applied to adjust the maximum authorized assessment for Zones 1, 4, 6, 7, 9, 10, 11, and 13 through 38. Property owners within these zones previously approved the annual CPI adjustments. Each assessment remains at or under the maximum authorized levy.

BACKGROUND

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of specific properties within the City of Escondido. These landscape improvements have special benefit to those specific properties. The LMD is divided into various zones. Property owners for parcels within each zone are assessed for the benefit received within their zone and the maintenance of the landscape improvements.



CITY *of* ESCONDIDO

STAFF REPORT

Each year the City Council is required to review and approve the upcoming fiscal year budget and assessment for the LMD. On March 23, 2022, the City Council approved the preliminary Engineer's Report which details the proposed budget and assessment for Zones 1 through 38 within the LMD for FY 2022/2023 and set a public hearing on April 20, 2022 to give property owners within Zones 1 through 38 of the LMD the opportunity to comment on the proposed budget and assessment.

The Final Engineer's Report for LMD Zones 1 through 38 for FY 2022/2023 will be presented to the City Council for approval on May 25, 2022.

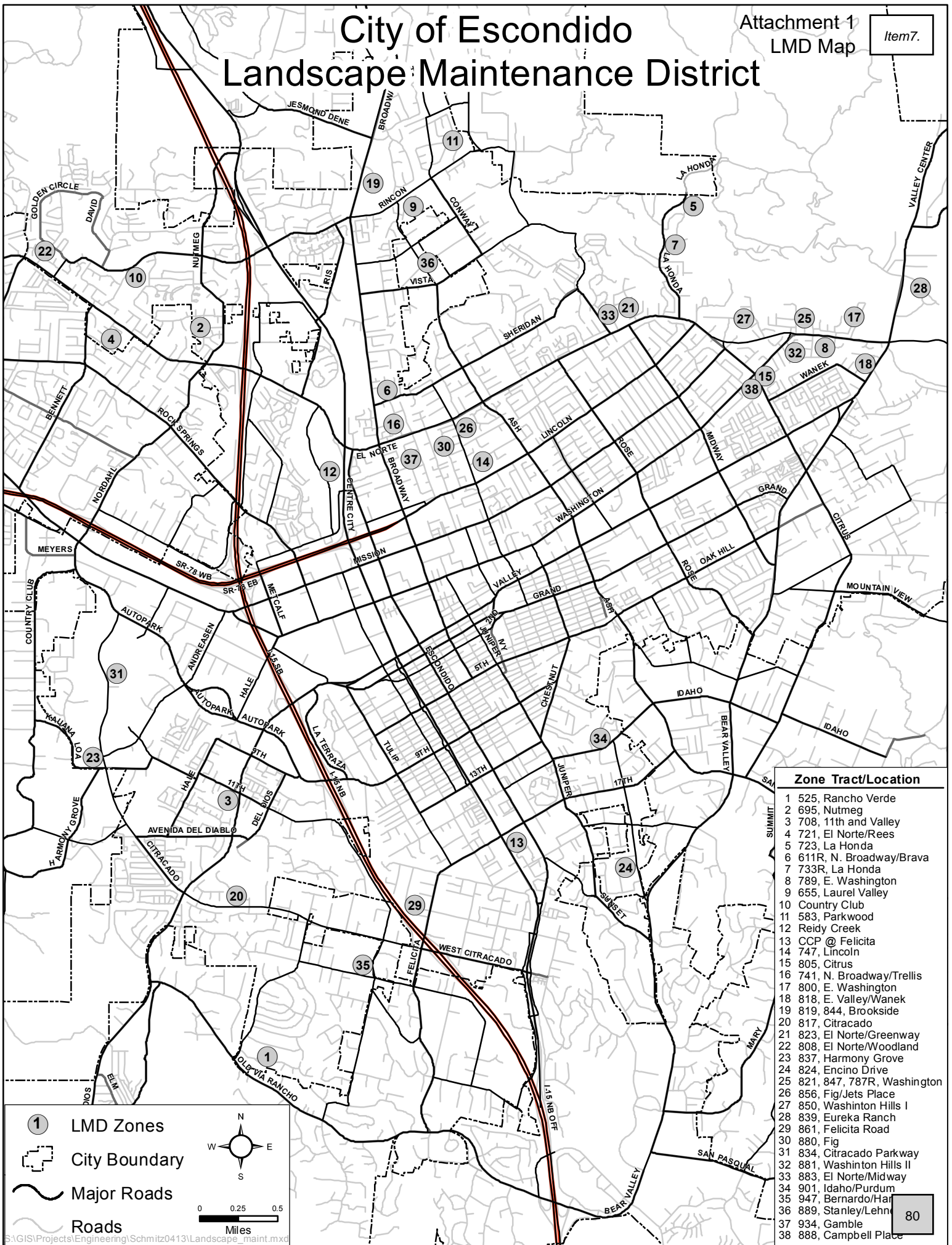
ATTACHMENTS

- a. Attachment "1" (LMD Map)

City of Escondido Landscape Maintenance District

Attachment 1
LMD Map

Item 7.





STAFF REPORT

April 20, 2022
File Number 0110-10

SUBJECT

APPROVAL OF THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY

DEPARTMENT

POLICE

RECOMMENDATION

It is requested that the City Council adopt Ordinance No. 2022-07, approving Department Instruction No. 1.55, Military Equipment Use Policy, in accordance with newly established state law requirements as set forth in Assembly Bill No. 481 ("AB 481").

Staff Recommendation: Approval (Police: Edward Varso)

Presenters: Edward Varso, Chief of Police; Kevin Toth, Police Captain; Lisa Rodelo, Deputy Director of Police Support Services

FISCAL ANALYSIS

There are no additional costs associated with this new state requirement.

PREVIOUS ACTION

None.

BACKGROUND

Establishment of AB 481

On September 30, 2021, Governor Newsom approved AB 481 to require, beginning May 1, 2022, a law enforcement agency to seek approval to fund, acquire, and use military equipment as defined in the new law.

Assembly Bill 481 added three sections to the California Government Code statutes to address the use of military equipment by a local police force. Cal. Govt. Code section 7070 broadly defines military equipment to include items that are commercially available products. The military equipment used by the Department is commonly used by other law enforcement agencies, may be available for sale to the general public, and helps the Department keep the community safe.



CITY of ESCONDIDO

STAFF REPORT

California Govt. Code section 7071 provides the requirements for a military use policy and an annual review by the City Council. The City Council must determine a military use policy demonstrates that:

- a. The equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- b. The policy will safeguard the public's welfare, safety, civil rights and civil liberties.
- c. If purchasing the equipment, it must be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- d. Prior military equipment use complies with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military use policy, corrective action taken to remedy the nonconforming uses and ensure the future compliance.

The Escondido Police Department is committed to using the most up to date tools and equipment to safeguard the community. Equipment now defined as "military equipment" has been used by the Department and other law enforcement agencies across the country on a daily basis. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to a higher level of force including a lethal force encounter. To that end, the items at issue in this report, and accompanying military equipment use policy, also provide the Department's peace officers with vital tools that facilitate compliance with the Department's stringent use of force policy. For example, Escondido Police officers have faced gun fire from suspects for prolonged incidents which required the use of armored/ballistic vehicles to protect the officers and community members. The protection with ballistic equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life threatening events in the safest way possible to both officers and community members.

California Govt. Code section 7072 requires an annual military equipment report. Although law does not require an annual report until one year following approval of the military use policy, much of the information is also required by the other pertinent laws prior to use of the military equipment. Thus, in the interest of transparency, and in an effort to provide a baseline for next year, the Department's proposed Military Equipment Use policy includes an annual report. In an effort to promote community engagement the Department posted the proposed policy on its internet website on March 17, 2022 and conducted a public meeting on April 11, 2022, at the Police and Fire Headquarters.



CITY of ESCONDIDO

STAFF REPORT

How the Police Department Uses AB 481 Equipment to Help the Community

- The Escondido Police Department utilizes military equipment in its mission to protect the community through exceptional police service.
- This equipment is acquired with careful consideration and intention.
- It is acquired and authorized when there is no reasonable alternative that can achieve officer and civilian safety.
- AB 481 provides important public information and input regarding how military equipment is funded, acquired, and used.

Escondido Police Department (EPD) Military Equipment includes:

EPD has the following items:	EPD does <u>NOT</u> have the following items
<ul style="list-style-type: none"> • Drones • Robotic Platform • Incident Command Vehicles • Armored Personnel Carriers • Breaching Equipment • Patrol and SWAT Rifles • Flashbangs • Long Range Acoustic Device • 40mm Launchers 	<ul style="list-style-type: none"> • Mine-resistant ambush-protected vehicles (MRAP Vehicles) • Humvees • Tracked armored vehicles • Weaponized aircraft, vessels, or vehicles • Firearms or ammunition of .50 caliber or greater • Firearm designed to launch explosive projectiles

Escondido Police Department's Commitment to the Community

All military equipment will be used in accordance with general and, when appropriate specific, Department Instructions. The Department Instruction on Use of Force provides overarching guidance and specific orders for all Department police officers including:

Law enforcement officers shall be guided by the principle of reverence for human life in all investigative, enforcement, and other contacts between officers and members of the public. When officers are called upon to detain or arrest a suspect who is uncooperative or actively resisting, may attempt to flee, poses a danger to others, or poses a danger to themselves, they should consider tactics and techniques that may persuade the suspect to voluntarily comply or may mitigate the need to use a higher level of force to resolve the situation safely. The highest priority of California law enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone. Every person has a right to be free from excessive use of force by officers acting under color of law.



CITY *of* ESCONDIDO

STAFF REPORT

The acquisition and use of military equipment is intended to avoid the use of force whenever possible and when authorized, to use the least amount of force necessary.

Your action today, to adopt No. 2022-07 will allow the Police Department to continue using this vital equipment in its mission to protect the community.

ORDINANCES

- A. Ordinance No. 2022-07
- B. Ordinance No. 2022-07 Exhibit "A" Escondido Police Department Instruction 1.55, Military Equipment Use policy

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING THE ESCONDIDO
POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 to regulate the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070 et seq., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, California Government Code section 7070 defines the terms “military equipment” and establishes the minimum requirements for a “military equipment use policy”; and

WHEREAS, California Government Code section 7071 requires the governing body determine, prior to approving a military equipment use policy, the following:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, California Government Code section 7071 also requires a law enforcement agency make the proposed policy available on the agency's internet website 30 days prior to a public hearing concerning military equipment and shall commence the governing body approval process by May 1, 2022; and

WHEREAS, the Escondido Police Department ("Department") published Department Instruction No. 1.55, Military Equipment Use Policy, attached and incorporated as Appendix (1), on the Department's internet website on March 17, 2022.

NOW, THEREFORE, the City Council of the City of Escondido hereby ordains as follows:

SECTION 1. That the recitals set forth above are true and correct and are incorporated as though fully set forth herein.

SECTION 2. That proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated April 20, 2022, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 4. The City Council makes the following specific findings:

- a. The City Council acknowledges the Department's Use of Force Policy affirms, "The highest priority of California Law Enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone."
- b. The equipment included in the Department's Military Equipment Use Policy are commonly used by Law Enforcement Agencies throughout the country to protect and serve the community as safely and efficiently as possible.
- c. The equipment identified in the proposed Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
- d. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- e. The military equipment identified in the proposed Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- f. Prior military equipment use by the Department complied with the military equipment use policy that was in effect at the time.
- g. The Department shall, within budgetary constraints, acquire, fund, and use replacement consumable supplies at levels listed as Authorized quantities in the proposed Military Equipment Use Policy to allow timely and cost effective resupply of necessary equipment and supplies.
- h. The Department shall, within budgetary constraints, replace old, broken, obsolete, worn, or damaged equipment, one for one, so long as the replacement equipment provides similar uses, characteristics and capabilities, and will not significantly change or impact the public's welfare, safety, civil rights or civil liberties.

i. The Department shall seek and apply for local, state, or federal funding, typically grants, and shall continue the traditional practice of notifying the City Council when the Department succeeds in obtaining additional funding through the budget adjustment process.

j. The Department's Military Equipment Use Policy is approved.

SECTION 5. SEPARABILITY. 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.

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

SECTION 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 for the City of Escondido.

SECTION 8. This Ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

ESCONDIDO POLICE DEPARTMENT INSTRUCTION	DATE: 05-01-22	NO: 1.55 ADMINISTRATION
TO: ALL PERSONNEL	SUBJECT: MILITARY EQUIPMENT USE POLICY	
ORIGIN: CHIEF OF POLICE	RETAIN: UNTIL FURTHER NOTICE	

I. PURPOSE

This policy establishes guidelines for the acquisition, funding, use and reporting of “military equipment,” as the term is defined in Government Code section 7070. This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481 (“AB 481”). These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

II. OVERVIEW

The Escondido Police Department utilizes military equipment in its mission to protect the community through exceptional police service. This equipment is acquired with careful consideration and intention. Military equipment is acquired and authorized when there is no reasonable alternative that can achieve officer and civilian safety. AB 481 provides important public information and input regarding how military equipment is funded, acquired, and used.

III. POLICY

It is the policy of the Escondido Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

IV. DEFINITIONS

A. California Government Code section 7070 defines “Military Equipment” as:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by the City Council or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

B. California Government Code section 7070 states "military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

V. GENERAL

A. In accordance with California Government Code section 7071, the Department shall obtain approval of the City Council annually, by ordinance, at a regularly scheduled meeting, prior to engaging in any of the following activities:

1. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for military equipment including, but not limited to: grant funds; private, local, state, or federal funds; in-kind donations; or other donations or transfers.
3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the City Council.

5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council pursuant to general order.

6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

7. Acquiring military equipment through any means not provided in California Government Code section 7071.

B. In seeking the approval of the City Council, the Escondido Police Department shall submit a proposed military equipment use policy, or subsequent amendments, to the City Council and the public via the Escondido Police Department's website at least 30 days prior to any public hearing concerning the military equipment at issue.

VI. MILITARY EQUIPMENT USE CONSIDERATIONS

1. To obtain approval from the City Council a military use policy must demonstrate that the equipment is:

a. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

b. The policy will safeguard the public's welfare, safety, civil rights and civil liberties.

c. If purchasing the equipment, it must be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

d. Prior military equipment use complies with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military use policy, corrective action taken to remedy the nonconforming uses and ensure the future compliance.

2. To facilitate public participation, a proposed or approved military use policy shall be publicly available on the Escondido Police Department website for as long as the military equipment is available for use.

3. The City Council shall annually review any ordinance adopted pursuant to state law addressing local use of military equipment including the funding, acquisition or use of military equipment.

4. The City Council shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Ralph M. Brown Act.

5. Military equipment shall only be used by a Department employee after applicable training, including any course required by the Commission on Peace Officer Standards and Training or Department required training, has been completed.

VII. MILITARY EQUIPMENT REPORTING

A. The Department shall submit an annual military equipment report to the City Council that addresses each type of military equipment possessed by the Department.

1. The Department shall also make each annual military equipment report publicly available on its website for as long as the military equipment is available for use.

2. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use.

b. A summary of any complaints or concerns received concerning the military equipment.

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

e. The quantity possessed for each type of military equipment.

f. If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

3. Within 30 days of submitting and publicly releasing an annual military equipment report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

B. The Department's initial annual report is attached as an Appendix.

VIII. CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by the Escondido Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description of the equipment.
2. The capabilities of the equipment.
3. The purposes and authorized uses for which the Department proposes to use the equipment.
4. The expected lifespan of the equipment.
5. The fiscal impact of the equipment, both initially and for on-going maintenance.
6. The quantity of the equipment, whether maintained or sought.

IX. COMPLIANCE

A. The use of military equipment is subject to individual Department Instructions, and is restricted for use only in certain instances and in some cases, only by certain units. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the specific circumstances wherein military equipment should be employed to enhance the safety of the public and officers and to bring a critical incident to a safe resolution.

B. Department members are bound to adhere to Department Instructions, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or Department Instructions may result in criminal or administrative investigations and/or actions.

C. Administrative investigations concerning complaints related to military equipment will be conducted in accordance with Department Instruction 1.12 – Civilian Complaint Reception and Investigation Procedure. These investigations will be reviewed by the Chief of Police to ensure that compliance with this military equipment procedure is maintained.

D. Any corrective action or discipline imposed as a result of a violation of this Department policy will be administered in accordance with Department Instruction 1.12, relevant labor agreements, City Personnel Rules, and state law.

E. The Chief of Police is responsible for the use of military equipment. He is directly supervised by the City Manager who has independent oversight authority. The City Council appoints the City Manager who holds office at and during the pleasure of the council. The City Attorney also serves at the pleasure of the City Council and provides independent legal advice to the Chief of Police, the City Manager, and the City Council.

X. COMPLAINTS, INQUIRIES, QUESTIONS

A. In some instances, the application and use of military equipment can cause questions and/or concerns for members of the community. It is of vital importance that community members' questions regarding the application and use of military equipment are addressed. The Escondido Police Department is committed to full and fair investigations of citizen complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

B. Complaints directly related to the application or use of military equipment shall be handled in accordance with Department Instruction 1.12 – Civilian Complaint Reception and Investigation Procedure.

1. Members of the public may make complaints in any form, including use of the department's online complaint form (<https://www.police.escondido.org/file-a-complaint.aspx>), in person, in writing, by email or by phone.

2. The Internal Affairs Unit will maintain statistical data concerning the number and types of complaints regarding military equipment.

C. The Escondido Police Department values open communication and transparency. Community questions and/or concerns regarding the application and use of specified military equipment should be addressed in the following manner:

1. Via the Department's website where the public can email specific military equipment related questions to the Department.

2. At pre-determined Community Engagement Meetings related to military equipment.

3. At City Council Meetings related to military equipment.

4. In all other circumstances, the public should be directed to the Department's military equipment use policy available on the Department's website.

XI. FUNDING

The Department shall seek City Council approval for military equipment funding, including, but not limited to: grant funds; private, local, state, or federal funds; in-kind donations; or other donations or transfers.

XII. USE OF MILITARY EQUIPMENT WHEN COLLABORATING WITH OUTSIDE AGENCIES

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

1. Department members are required to adhere to the Department's military equipment use policy and all policies and procedures outlined within the Escondido Police Department Instructions, regardless of operational jurisdiction.

2. Should the Escondido Police Department request mutual aid from another law enforcement agency and military equipment is required during the course of the response, the following shall apply:

a. The Escondido Police Department shall remain in charge of the overall incident command.

b. The Incident Commander or designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

c. The assisting agency will be expected to adhere to their respective policies and procedures, particularly those governing the use of military equipment.

d. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

Appendix
Escondido Police Department
Annual Military Equipment Report
Calendar Year 2021

Assembly Bill 481 added three sections to the California Government Code statutes to address the use of “military equipment” by a local police force. Cal. Govt. Code section 7070 defines both “military equipment” and “military equipment use policy.” Cal. Govt. Code section 7071 provides the requirements for a military use policy and an annual review by the City Council. Cal. Govt. Code section 7072 requires an annual military equipment report. Each law addresses the subject from a slightly different perspective. This report seeks to address all the requirements required by AB 481. For example, although Cal. Govt. Code Section 7072 does not require an annual report until one year following approval of the military use policy, much of the information is also required by the other pertinent laws prior to use of any “military equipment.” Thus, in the interest of transparency, and in an effort to provide a baseline for next year, the Department will submit this annual report as an appendix to the proposed military equipment use policy. Since the requirements are new, the Department will describe the equipment use in general terms. The report is organized into sections that correspond to the Cal. Govt. Code section 7072 requirements.

I Summary of how the military equipment was used and the purpose of its use.

A. Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field, and are used by LEAs to enhance community and officer safety. Loss of these items would jeopardize the safety and welfare of peace officers and make communities less safe. The term “military equipment,” as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. In fact, federal law requires that any equipment actually provided by the Department of Defense be demilitarized prior to transfer to a civilian law enforcement agency. The Department does have two vehicles previously owned by federal agencies, one from the Department of Defense and one from the Department of Homeland Security. But, for the most part, the equipment acquired by the City and now deemed to be “military equipment” under state law are commercially available products that are readily available to the general public or in some cases restricted for sale to a law enforcement agency.

B. The Escondido Police Department is committed to using the most up to date tools and equipment to safeguard the community. Equipment now defined as “military equipment” has been used by the Department and other law enforcement agencies across the country on a daily basis. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to a higher level of force including a lethal force encounter. To that end, the items at issue in this report, and accompanying military equipment use policy, also provide the Department’s peace officers with vital tools that facilitate compliance with the Department’s stringent use of force policy. For example, Escondido Police officers have faced gun fire from suspects for prolonged incidents which required the use of armored/ballistic vehicles to protect the officers and community. The protection with ballistic equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life threatening events in the safest way possible to both officers and community members.

C. All military equipment will be used in accordance with general and, when appropriate specific, Department Instructions. The Department Instruction on Use of Force provides overarching guidance and specific orders for all Department police officers including:

Law enforcement officers shall be guided by the principle of reverence for human life in all investigative, enforcement, and other contacts between officers and members of the public. When officers are called upon to detain or arrest a suspect who is uncooperative or actively resisting, may attempt to flee, poses a danger to others, or poses a danger to themselves, they should consider tactics and techniques that may persuade the suspect to voluntarily comply or may mitigate the need to use a higher level of force to resolve the situation safely. The highest priority of California law enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone. Every person has a right to be free from excessive use of force by officers acting under color of law.

Often, the acquisition and use of military equipment is designed to avoid the use of force and when authorized, to use the least amount of force necessary.

II. Summary of complaints or concerns received concerning the use of military equipment.

The Department has received no complaints or concerns related to the use of military equipment.

III. Results of internal audits, any information about violations of military equipment use policy, and any actions taken in response.

The Department has not conducted an internal audit regarding military equipment. However, in compiling this report the Department found no violations of the proposed military use policy. Further, the internal affairs unit did review their investigative files and found no violation of department policy that could be associated with the use of military equipment.

IV. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

Please see the responses provided in Exhibit 1 to this Appendix.

V. The quantity possessed for each type of military equipment.

The Escondido Police Department seeks approval for the continued use of the following military equipment. The Department has organized the responses into the categories listed in California Government Code section 7070.

VI. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

A. Along with seeking authorization to use preexisting equipment, the Department will seek authorization to acquire, fund and use replacement consumable supplies which meet the statutory definition of “military equipment.” In the attached Exhibit, you will find an authorized quantity displayed next to an on-hand quantity for each piece of military equipment. For consumable supplies, the authorized quantity is set at a level to allow efficient inventory management such as starting the replacement process before depleting the on-hand supplies and making bulk purchases of consumable items to achieve cost savings. As always, the Department will seek additional council approval for any new type of “military equipment” in accordance with Department Instruction 1.55 and City budgetary and procurement practices.

B. Similarly, the Department routinely replaces old or worn equipment. The Department will seek a broad advance authorization to replace old, broken, obsolete, worn or damaged equipment, one for one, so long as the replacement of military equipment provides similar uses, characteristics, and capabilities, and will not significantly change or impact the public's welfare, safety, civil rights, and civil liberties.

C. The Department typically achieves approximately two million dollars a year in grant funding. Most grant funding opportunities involve a competition for limited resources and the Department must be able to act quickly and nimbly to successfully win grants. The Department will seek a broad advance authorization to seek and apply for local, state or federal grant funding. The Department will continue the practice of notifying the City Council when the Department succeeds in obtaining grant funding through the budget adjustment process.

Exhibit 1

Escondido Military Equipment Pursuant to Cal. Govt. Code section 7070

1. Unmanned, remotely piloted, powered aerial or ground vehicles.

A. Unmanned Aircraft System (UAS): The Department has several small unmanned aircraft, also known as drones, along with the associated equipment necessary to control it remotely. All of the City's drones are commercial products and available for sale to the general public.

1. Description, authorized/on hand ("Auth. – O/H") quantity, capabilities, and purchase cost

a. DJI MATRICE 300. [Auth. 2 – O/H 1.] Has HT20 zoom and thermal camera. UAS with 45-minute flight time, all weather; equipped with IR and zoom camera and laser range finder. Has photo and video recording capabilities. Cost: \$35,000.

b. DJI MATRICE 210. [Auth. 2 – O/H 1.] With Z30 zoom camera and XT2 thermal camera. UAS with 30-minute flight time, all weather; equipped with IR and zoom cameras. Has photo and video recording capabilities. Cost: \$35,000.

c. DJI MAVIC MINI. [Auth. 4 – O/H 2.] Miniature UAS weighing 49 grams, approximately 30-minute flight time. Has photo and video recording capability. Cost: \$400 each.

d. DJI PHANTOM 4 PRO. [Auth. 2 – O/H 1.] UAS with 30-minute flight time. Has photo and video recording capability. Cost: \$1,500.

e. DJI MAVIC 2 PRO ENTERPRISE. [Auth. 6 – O/H 4.] UAS with 30-minute flight time; equipped with strobe, loud speaker and searchlight accessories. Has photo and video recording capability. Cost: \$2,600 each.

f. DJI MAVIC PRO ZOOM. [Auth. 6 – O/H 4.] UAS with 30-minute flight time; equipped with 4X zoom capable camera. Has photo and video recording capability. Cost: \$2,100 each.

g. DJI MAVIC PRO. [Auth. 4 – O/H 2.] UAS with 25-minute flight time. Has photo and video recording capability. Cost: \$1,800 each.

2. Purpose

a. Law enforcement investigations including major collisions.

b. Search for missing persons.

c. Natural disaster response and management.

- d. SWAT, tactical or other public safety and life preservation missions.

3. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate UAS devices during approved missions.

4. Expected Life Span

All UAS equipment, 3-5 years.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual maintenance and battery replacement cost: approximately \$12,000.

6. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation.

7. Legal and Procedural Rules

Department Instruction 1.20 – Unmanned Aircraft Systems, provides detailed rules addressing the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

B. Lightweight robotic platform: Unmanned machine operating on the ground utilized to collect tactical information while minimizing risk of harm to police officers and community members.

1. Description, quantity, capabilities, and purchase cost

ROBOTEX AVATAR III. [Auth. 1 – O/H 1.] Manufacturer description: “The Avatar® III is a compact, lightweight robotic platform that is part of the RoboteX Avatar® Series. Designed from the ground up for portability, expandability, and ease-of-use, the Avatar® III serves as a useful tool for a variety of users. The Avatar® III can be customized with a variety of plug-and-play accessories. These accessories facilitate use of the robot in a variety of scenarios, including Tactical, CBRNE, EOD, K9, and personal security settings. There is no longer a need to send SWAT or tactical response teams into to a dangerous situation before you've had a chance to assess the situation. The AVATAR Tactical Robot from RoboteX is an affordable tactical robot that is easy to use and allows for quick and safe inspection of dangerous situations.” Cost: \$28,105.

2. Purpose

To be used to gain visual/audio data, deliver Emergency Negotiations Team phone, open doors, and visually clear buildings.

3. Authorized Use

Only authorized users under the direction of the Scene Commander are permitted to operate the robot. The Department's Avatar III has no weapons or offensive capability and is primarily used by the SWAT team for information gathering.

4. Expected Life Span

10 plus years.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.

b. Annual maintenance and battery replacement cost: approximately \$500.

6. Training

The AVATAR III is maintained by the SWAT team and designated operators receive in-house training on use. This training is conducted under the direction of SWAT supervisors.

7. Legal and Procedural Rules

There is not a specific department instruction outlining the use of the robot. Use of the robot will be in accordance with all department instructions and applicable laws. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

The Department uses two armored personnel carriers.

1. Description, quantity, capabilities, and purchase cost

a. Lenco Bearcat G2. [Auth. 1 – O/H 1.] Manufacturer description: "The Lenco Bearcat G2 is an armored vehicle that seats 10-12 personnel with and open floor plan that allows for rescue of downed persons. It can stop various projectiles, which

provides greater safety to the community members and officers beyond the protection level of shields and personal body armor.” Cost: \$242,586.

b. PEACE KEEPER. [Auth. 1 – O/H 1.] (Acquired from the San Diego County Sheriff). The Peace Keeper is a wheeled armored vehicle that seats 6-8 personnel with an open floor plan that allows for rescue of downed persons. It can stop various projectiles, which provides greater safety to the community members and officers beyond the protection level of shields and personal body armor. Cost: \$0.

2. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

3. Authorized Use

The authorized use of armored vehicles will be at the direction of the Watch Commander or SWAT Commander based on the specific circumstances of a given critical incident.

4. Expected Life Span

LENCO BEARCAT G2, 25 years.
PEACE KEEPER, 30 years.

5. Fiscal Impact

a. Funding source:

i. Bearcat was purchased with funds from California Emergency Management Agency.

ii. Peacekeeper was acquired through the 1033 Program.

b. Annual maintenance and fuel costs for both vehicles: approximately \$10,000.

6. Training

All driver/operators will attend formalized instruction and be trained in vehicle operations and practical driving instruction.

7. Legal and Procedural Rules

Department Instruction 1.15 – Emergency Vehicle Operation, provides additional rules addressing the employment of this category of equipment. The Department uses breaching equipment and consumables in accordance with the Department’s Tactical Operations Group

manuals. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.

The Department does not use any vehicles in this category.

4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

The Department does not use any vehicles in this category.

5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

A. The Department has one Mobile Incident Command Vehicle (MIC). Although defined as “military equipment” the Departments MIC has no military function. Rather it is a commercially available product modified to provide a mobile office and command post to enable police supervisors to safely, efficiently and effectively manage the law enforcement response to critical incidents, and events.

1. Description, quantity, capabilities, and purchase cost

Chevrolet Workhorse Class A Motorhome, 2007 model, converted to house dispatch consoles, work stations, and meeting space. [Auth. 1 – O/H 1.] Cost: \$322,114.

2. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

3. Authorized Use

The MIC shall be used by officers trained in their deployment and in a manner consistent with Department policy and training.

4. Expected Life Span

The MIC, 15-year lifespan on chassis and vehicle structure.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget and Escondido Fire Department Homeland Security Grant Funds.

- b. Maintenance and fuel costs are approximately \$1,000.

6. Training

The driver/operator receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver.

7. Legal and Procedural Rules

The Department has no specific rules or limitations regarding the use of a converted motorhome. Use shall be in accordance with California State law regarding the operation of motor vehicles.

B. The Department uses one Emergency Negotiation Team (ENT) vehicle. The ENT vehicle facilitates all of the functions of emergency negotiations during a critical incident. The vehicle contains phone/work stations, a conference space, and houses ENT equipment. Though customized for a specific mission, the vehicle is a commercially available product and not a traditional piece of military equipment.

1. Description, quantity, capabilities, and purchase cost

Utilimaster Utilivan II, model year 2002, cab and chassis with an upgraded box that houses a work space and equipment. [Auth. 1 – O/H 1.] The vehicle was originally purchased for a different city department for \$90,633. It was re-purposed for ENT and the box retrofit cost was \$36,976.

2. Purpose

To be utilized for critical incident callouts.

3. Authorized Use

The ENT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.

4. Expected Life Span

The ENT vehicle has a 30-year lifespan on a chassis and vehicle.

5. Fiscal Impact

- a. Funding source for the retrofit: Escondido Police Department Asset Forfeiture Funds.

- b. Maintenance and fuel costs: approximately \$600.

i. Escondido Police Department Operating Budget.

6. Training

Operators will receive practical training on driving the vehicle.

7. Legal and Procedural Rules

The Department has no specific rules or limitations regarding the use of a converted van. Use shall be in accordance with California State law regarding the operation of motor vehicles.

6. Weaponized aircraft, vessels, or vehicles of any kind.

The Department does not use any vehicles in this category.

7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

The Department Special Weapons and Tactics unit uses a variety of breaching equipment and consumables that are commonly used by similar specialize units throughout the law enforcement community. Breaching equipment and supplies are not generally available for public sale.

1. Description, quantity, capabilities, and purchase cost

a. **DETONATING CORD.** [Auth. 1000 ft. – O/H 500 ft.]
Manufacturer description: “The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.” Cost: \$1 per foot.

b. **C 2 DETASHEET EXPLOSIVES.** [Auth. 40 ft. – O/H 20 ft.]
Manufacturer description: “DETASHEET® Flexible Explosive) is a waterproof PETN-based (63% nominal) flexible sheet explosive. It is manufactured as a continuous roll of varying lengths and thicknesses for a wide range of applications. It can be easily cut to any desired shape and applied with adhesive or incorporated into a charge holder. The flexible sheet can be applied as strips directly on the target or used to improvise linear shape charges.” Cost: \$20 per foot.

c. **BLASTING CAP.** [Auth. 60 – O/H 30.] Manufacturer description: “A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.” Cost: \$12 each.

d. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN. [Auth. 4 – O/H 4.] Manufacturer description: “This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).” Cost: \$380 each.

e. ROYAL ARMS TESAR #1 ORANGE CAP 275 GRAIN COPPER FRANGILBE BREACHING ROUND. [Auth. 300 – O/H 150.] The round is fired from a breaching shotgun and is used to defeat solid wood doors, locks, and hinges. Cost: \$2.60 per round.

f. ROYAL ARMS TESAR #2 BLACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND. [Auth. 100 – O/H 50.] The round is fired from a breaching shotgun and is used to defeat heavy locks, dead-bolts, and hinges on solid oak or steel doors. Cost: \$2.90 per round.

g. ROYAL ARMS HP-Cutter PURPLE CAP 450 GRAIN HOLLOW POINT REBAR CUTTER ROUND. [Auth. 40 – O/H 20.] The round is fired from a breaching shotgun and is used to cut rebar, penetrates security glass, car doors, and punches into engine blocks. Cost: \$2.90 per round.

h. ROYAL ARMS FB-82H 82 PINK CAP 82 GRAIN FLASH BANG HARD. [Auth. 200 – O/H 100.] The round is fired from a breaching shotgun and is used as a diversionary device for disorientation or as a breaching round for solid wood doors, light steel, sliders, or car windows. Cost: \$2.90 per round.

2. Purpose

To safely gain entry into a structure while minimizing the risk of harm to those inside the structure.

3. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

4. Expected Life Span

Detonating cord – 10 years.

Blasting Caps – 10 years.

Breaching Shotgun – 25 years.

All Royal Arms breaching rounds – 5 years.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual consumable replacement costs: approximately \$500.

6. Training

All officers who use explosive breaching tools shall attend an 11-day Master Tactical Breacher course and must additionally receive quarterly training for explosive operations. All officers utilizing breaching shotgun rounds will receive department approved training from a Master Tactical Breacher.

7. Legal and Procedural Rules

Department Instructions 1.24 and 1.46 provide detailed rules addressing the use of force and the employment of this category of equipment. The Department uses breaching equipment and consumables in accordance with the Department's Tactical Operations Group manuals. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

The Department does not use any equipment in this category.

9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

The Department does not use any equipment in this category.

10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

The Department uses rifles and ammunition at extended ranges to safely and accurately engage targets when authorized to do so. Most of the weapons are commercially available to the public, although weapons and ammunition may be restricted. The Department does not use or possess automatic weapons.

1. Description, quantity, capabilities, and purchase cost

- a. SIONICS Patrol Three SBR 5.56mm Rifle. [Auth. 25 – O/H 20.]

The Patrol Three rifle is a semi-automatic shoulder-fired long gun that fires a .223/5.56mm

projectile. This rifle is a variant of the AR-15 style of rifle and is utilized by SWAT officers. Cost: \$2,160 each.

b. Colt M4 Trooper 5.56 16" Rifle. [Auth. 170 – O/H 157.] Manufacturer description: "The Colt Trooper® Patrol Carbine is a modernized, pro-quality semi-automatic Modern Sporting Rifle based on Colt's legendary M4 platform." These rifles are utilized by officers outside of the SWAT unit. Cost: \$1,049 each.

c. SCIONICS Patrol Three SBR 5.56mm Rifle. [Auth. 170 – O/H 0.] The Patrol Three rifle is a semi-automatic shoulder-fired long gun that fires a .223/5.56mm projectile. This rifle is a variant of the AR-15 style of rifle that are in the process of being purchased to replace the Colt M4 Trooper rifles that are nearing end of life. Cost: \$1,522 each.

d. Colt Commando M4 5.56mm Rifle. [Auth. 4 – O/H 4.] The M4 Commando is a compact rifle of US origin. Whereas the original Colt Commando was based on the M16A1, the M4 Commando is based on the improved and NATO compliant M16A2. Just like its predecessor it fills a gap between pistol caliber sub machine guns and carbines and rifles that have a longer effective range. Cost: \$1,400 each.

e. Seekins Precision, Inc. SP10 18" Rifle (308 Winchester). [Auth. 4 – O/H 4.] The SP10 is a semi-auto 308 caliber precision rifle utilized by SWAT Snipers. The SP10's proprietary design of the upper receiver and handguard provides a rigid, no-flex platform for repeatable, extreme accuracy under any condition. The SP10 lower receiver offers full ambidextrous controls allowing effective, efficient manipulation of the weapon from either side. The SP10 is the perfect large-frame AR platform for hunting, competition, or duty use. Cost: \$2,340.

f. ArmaLite AR-10 18" Barrel 308 Caliber Rifle. [Auth. 1 – O/H 1.] The AR-10 is a semi-auto 308 caliber rifle that is utilized primarily by SWAT. Cost: \$0, acquired from the United States Department of Justice at no cost.

g. ArmaLite/Eagle Arms AR-10 20" Barrel 308 Caliber Rifle. [Auth. 1 – O/H 1.] The AR-10 is a semi-auto 308 caliber rifle that is utilized primarily by SWAT. Cost: \$ 0, acquired from the United States Department of Justice at no cost.

h. Winchester 5.56mm 64GR Bonded Solid Base Rifle Round. [Auth. 30,000 – O/H 16,000.] Manufacturer description: "The Winchester Ranger 5.56mm 64gr Bonded Solid Base rifle duty ammunition has a protected soft point designed to initiate rapid and controlled expansion to quickly stop a potential threat. Its bonded lead core maximizes retained weight for consistent terminal performance through a wide range of demanding barriers. The extruded solid base design maximizes penetration even after encountering a tough barrier such as auto glass. For law enforcement and military personnel only." The duty round that it utilized in SIONICS and Colt rifles. Cost: \$820 per 1,000 rounds.

i. Winchester 5.56mm 55GR FMJ Rifle Round. [Auth. 75,000 – O/H 40,000.] Manufacturer description: "Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality

ammunition to suit a wide range of hunter's and shooter's needs." The training round that is utilized in the SIONICS and Colt rifles. Cost: \$380 per 1,000 rounds.

j. Hornady 308 Win 168GR A-MAX TAP Rifle Round. [Auth. 16,000 – O/H 8,000.] Manufacturer description: "The 168 gr. A-MAX® bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX® bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady® 168 gr. A-MAX® TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat." The duty round for open air applications for the Seekins Precision SP10. Cost: \$950 per 1,000 rounds.

k. Hornady 308 Win 165GR GMX TAP Barrier Rifle Round. [Auth. 4,000 – O/H 2,000.] Manufacturer description: "TAP® Heavy Barrier™ turns cover into concealment. The 165 gr. GMX® TAP® Heavy Barrier™ is constructed of a monolithic copper alloy. It shoots cleaner than pure copper, fouls less and delivers devastating terminal performance. The GMX® bullet penetrates heavy barriers such as 1" laminated glass with exceptional weight retention while still delivering superior terminal performance." The duty round for shooting through barriers, such as glass, utilized in the Seekins Precision SP10. Cost: \$850 per 1,000 rounds.

l. Ruag 308 Win 164GR Tactical Armor Piercing Rifle Round. [Auth. 1,000 – O/H 500.] Manufacturer description: "To be prepared for every scenario, snipers require a round with high penetration power on hard targets such as reinforced glass, body- and light vehicle armor. Because the core stays intact during penetration, it transfers extremely effective residual energy to hard targets. The bullet jacket provides best accuracy, protects the barrel and is stripped off upon impact." The duty round for shooting through hardened barriers utilized in the Seekins Precision SP10. Cost: \$800 per 300 rounds.

m. Hornady 308 Win 110GR TAP Urban Rifle Round. [Auth. 20,000 – O/H 8,000.] Manufacturer description: "This cartridge provides the police marksman a unique bullet that demonstrates rapid expansion, fragmentation and low retained weight. The 110 gr. TAP Urban® bullet offers the least penetration in ballistic gelatin and lower felt recoil as compared to heavier TAP® loads. The 110-gr. bullet demonstrates similar penetration to the 223 Rem 75 gr. BTHP bullet, but with substantially more temporary and permanent cavity and fragmentation, proving itself an excellent choice for high collateral risk environments." The duty round for the ArmaLite AR-10. Cost: \$950 per 1,000 rounds.

n. Federal 308 Win 150GR FMJ Boat Tail Rifle Round. [Auth. 4,000 – O/H 2,000.] Manufacturer description: "Invest in deep penetration with Federal American Eagle Rifle Ammunition .223 55 GR FMJ 20 Box. Feed your rifle quickly. Give your rifle nothing short of perfect cycling with a noncorrosive finish and the top ammo you can find from a reliable ammo company. What has kept many loyalists buying this rifle ammunition besides the familiar feel and performance is the company's wide range of bullets with unique features designed for use in

different conditions and for different shooters.” One of the training rounds for the ArmaLite AR-10. Cost: \$710 per 1,000 rounds.

o. Winchester 308 Win 147GR FMJ Rifle Round. [Auth. 4,000 – O/H 2,000.] Manufacturer description: “This Winchester USA centerfire rifle ammo is the ideal choice for training or extended sessions at the range and provides several features such as no expansion, positive functioning, good accuracy, and no barrel leading.” One of the training rounds for the ArmaLite AR-10. Cost: \$760 per 1,000 rounds.

2. Purpose

To be used as precision weapons to address a threat with more accuracy and/or greater distances than a handgun, if present and feasible, while minimizing risk to officers and the community.

3. Authorized Use

Only members that have completed the EPD rifle training program are authorized to use a rifle. SWAT operators attend additional rifle training courses and are authorized to use a rifle.

4. Expected Life Span

Various manufacturers. Various calibers, models, and types. Lifespan varies on usage and wear.

5. Fiscal Impact

a. Funding sources: Escondido Police Department Operating Budget, Asset Forfeiture Funds and the U.S. Department of Justice.

b. Annual consumable replacement costs: approximately \$50 per rifle.

6. Training

Officers must attend a two-day in-house rifle training program before they are issued a rifle. They must then qualify with the rifle three times annually. SWAT operators attend additional training courses and train twice per month.

7. Legal and Procedural Rules

Department Instructions 1.2B – Equipment and Weapons, and 1.5 – Use of Firearms, provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

11. Any firearm or firearm accessory that is designed to launch explosive projectiles.

The Department does not use any equipment in this category.

12. “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

A. The Department uses a variety of distraction devices, otherwise known as “flashbangs,” to produce intense noise and light in order to temporarily disorient dangerous suspects during high risk arrests/warrant services and hostage rescues.

1. Description, quantity, capabilities, and purchase cost

a. Defense Technology Low Roll 12-gram Reloadable Distraction Device. [Auth. 250 – O/H 95.] Manufacturer description: “The Distraction Device Reload utilizes a standard military-style M201A1 type fuze and produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds.” Cost: \$36 each

b. Combined Systems Model 7290 9 Bang. [Auth. 15 – O/H 2.] Manufacturer description: “The patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuze components with the patented and US Army adopted Confidence Clip and pin shroud.” Cost: \$141 each.

c. Combined Systems Model 7290M Mini-Bang. [Auth. 50 – O/H 2.] Manufacturer description: “The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.” Cost: \$32 each.

2. Purpose

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 – 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

3. Authorized Use

SWAT Operators and Mobile Field Force officers that have received authorized training shall use Diversionary Devices only under the following:

a. By officers who have been trained in their proper use.

- b. In hostage and barricaded subject situations.
- c. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- d. During other high-risk situations where their use would enhance officer safety.
- e. During training exercises.

4. Expected Life Span

All distraction devices, 5 years.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual consumable replacement costs: approximately \$6,000.

6. Training

Prior to use, officers must attend divisionary device training that is conducted by POST certified instructors.

7. Legal and Procedural Rules

Department Instruction 1.46 – Use of Specialty Munitions, provides detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

B. The Department uses Chemical Agent and Smoke Canisters to disperse rioters and flush out armed suspects, to help minimize using higher levels of force that could impact officer and community safety. Although the manufactures label their devices as grenades, the equipment used by the Department are not explosive.

1. Description, quantity, capabilities, and purchase cost

a. DEFENSE TECHNOLOGY, SPEDE-HEAT CONTINUOUS DISCHARGE GRENADE, CS, #1072. [Auth. 50 – O/H 18.] Manufacturer description: “The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.” Cost: \$25 each.

b. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, CS #1016. [Auth. 50 – O/H 18.] Manufacturer description: “The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.” Cost: \$22 each.

c. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION CS GRENADE, and #2042. [Auth. 25 – O/H 10.] Manufacturer description: “The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device’s contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.” Cost: \$48 each.

d. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, and #1073. [Auth. 25 – O/H 12.] Manufacturer description: “The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.” Cost: \$38 each.

e. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, SAF-SMOKE™, and #1017. [Auth. 10 – O/H 2.] Manufacturer description: “The Pocket Tactical Saf-Smoke™ Grenade is small, and lightweight. The Saf-Smoke™ will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though it is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical grenade.” Cost: \$18 each.

f. DEFENSE TECHNOLOGY, STINGER 32 CALIBER RUBBER BALL GRENADE, #1090SC. [Auth. 20 – O/H 8.] Manufacturer description: “The Stinger® Rubber Ball Grenade with safety clip is a maximum effect device that delivers three stimuli for psychological and physiological effects: rubber pellets, light, and sound. The Stinger® Rubber Ball Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger® Rubber Ball Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls in a 50-foot radius.” Cost: \$45 each.

g. DEFENSE TECHNOLOGY, HAN-BALL GRENADE CS, #1092. [Auth. 20 – O/H 10.] Manufacturer description: “The Han-Ball™ CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuze head, and 3.1 in. diameter. This launchable grenade holds approximately 1.6 oz. of active agent which is expelled through three ports around the equator of

the ball. Due the intense heat generated by this grenade, it should not be used inside a building or near flammable material.” Cost: \$45 each.

h. COMBINED TACTICAL SYSTEMS, RIOT CS SMOKE, #5230. [Auth. 60 – O/H 30.] Manufacturer description: “Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.” Cost: \$37 each.

i. COMBINED TACTICAL SYSTEMS, RIOT CS SMOKE TRIPLE-PHASER, #5231. [Auth. 30 – O/H 15.] Manufacturer description: “CS Triple Phaser canister grenade is a large diameter grenade consisting of 3 separate aluminum canisters pressed together with separate charges between each canister. When deployed, the grenade will separate over a broad space to give a wider area of coverage. Can be launched or thrown.” Cost: \$37 each.

j. COMBINED TACTICAL SYSTEMS, WHITE SMOKE CANISTER GRENADE, #6210. [Auth. 10 – O/H 5.] Manufacturer description: “White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone.” Cost: \$37 each.

k. COMBINED TACTICAL SYSTEMS, BLUE SMOKE CANISTER GRENADE, #6210B. [Auth. 10 – O/H 5.] Manufacturer description: “Blue outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone.” Cost: \$37 each.

l. COMBINED TACTICAL SYSTEMS, WHITE SMOKE TACTICAL CANISTER GRENADE, #8210. [Auth. 10 – O/H 3.] Manufacturer description: “Small diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched.” Cost: \$32 each.

m. COMBINED TACTICAL SYSTEMS, RED SMOKE TACTICAL CANISTER GRENADE, #8210R. [Auth. 10 – O/H 3.] Manufacturer description: “Small diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched.” Cost: \$32 each.

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

a. Self-destructive, dangerous and/or combative individuals.

- b. May only be used in riots and civil unrest incidents in accordance with all applicable laws.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

3. Authorized Use

Only officers who have received training from POST certified instructors in the use of chemical agents are authorized to use chemical agents.

4. Expected Life Span

5 years from the manufacturing date.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual consumable replacement costs: approximately \$10,000.

6. Training

Sworn members utilizing chemical agent canisters are trained by certified POST less lethal and chemical agent instructors.

7. Legal and Procedural Rules

Department Instructions 1.6 – Use of Tear Agents and Equipment, and 1.46 – Use of Specialty Munitions, provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

C. Combined Systems LC5 40mm Launching Cup: Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

1. Description, quantity, capabilities, and purchase cost

a. COMBINED SYSTEMS, LC5 40MM LAUNCHING CUP. [Auth. 4 – O/H 2.] Manufacturer description: “The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.” Cost: \$302 each.

b. COMBINED SYSTEMS, CS BAFFLED CANISTER GRENADE, PYRO, LOW FLAME POTENTIAL, #5230B. [Auth. 50 – O/H 20.] Manufacturer description: “Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.” Cost: \$37.

c. COMBINED SYSTEMS, 12GA LAUNCHING CARTRIDGE, #2600. [Auth. 50 – O/H 20.] The 12ga Launching cartridge is to be used with the 52 series launching cup. Cost: \$4 per round.

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

3. Authorized Use

This equipment is authorized for use by SWAT officers who have received formal training by POST Certified Chemical Agents Instructors.

4. Expected Life Span

Combined Systems LC5 40MM Launching Cup- 25 years.

5. Fiscal Impact

- a. No Funding source: Escondido Police Department Operating Budget.
- b. No annual consumable replacement costs.

6. Training

Officers utilizing the launching cups are trained in their use by SWAT POST certified chemical agent instructors.

7. Legal and Procedural Rules

Department Instructions 1.6 – Use of Tear Agents and Equipment, and 1.46 – Use of Specialty Munitions, provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

D. PepperBall: A non-lethal munitions system that employs paint ball launchers to fire “pepper balls” that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds and marking rounds.

1. Description, quantity, capabilities, and purchase cost

a. PepperBall SA200 Launcher. [Auth. 4 – O/H 4.] The PepperBall SA200 is the Tippmann Pro/Carbine launcher used widely in the paintball arena as a rental marker. It was sold by PepperBall from 1999 to 2006. The launcher features a horizontal forearm grip and breech opening similar to a shotgun. This is one of the most reliable air-powered launchers ever designed and with proper maintenance, should last law enforcement and military customers for decades to come. Tippmann stopped production of this launcher in 2006. Cost: \$140 each.

b. PepperBall Live Projectile (Red/White). [Auth. 5,000 – O/H 2,250.] Manufacturer description: “The basic PepperBall projectile, it contains 0.5% PAVA, and is excellent for direct impact and area saturation, especially in confined, interior spaces.” Cost: \$1,000 per 375 projectiles.

c. PepperBall Live SD Projectile (Red). [Auth. 5,000 – O/H 750.] Manufacturer description: “The live PepperBall round contains 2.0% PAVA. It is effective for direct impact and area saturation when there is no line of sight.” Cost: \$1,000 per 375 projectiles.

d. PepperBall Inert Projectile (Purple). [Auth. 5,000 – O/H 1,500.] Manufacturer description: “Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.” Cost: \$355 per 1,500 projectiles.

e. 1 – PepperBall Marking Projectile. [Auth. 1,000 – O/H 250.] Manufacturer description: “This projectile contains a paint solution that can be used to mark suspects for later apprehension and/or marking doors, openings, or objects for identification.” Cost: \$200 per 250 projectiles.

2. Purpose

Pepper ball launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Its high round capability and accuracy allow for its use in a wide variety of operational environments.

3. Authorized Use

Pepper ball launchers and pepper ball munitions are to be used exclusively by the Mobile Field Force unit. The use of pepper ball munitions is only authorized under certain circumstances and is contingent on the approval of a MFF supervisor absent exigent circumstances.

4. Expected Life Span

PepperBall Launcher – No manufacturer life span indicated by manufacturer.
PepperBall Munitions – Approximately three (3) year shelf life.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual consumable replacement costs: approximately \$2,000.

6. Training

PepperBall Launchers are issued to grenadiers on the Mobile Field Force unit. The grenadiers attend a POST Chemical Agents and Less Than Lethal Instructor course. They train annually with the PepperBall system.

7. Legal and Procedural Rules

Department Instructions 1.6 – Use of Tear Agents and Equipment and 1.46 – Use of Specialty Munitions, provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

LRAD: Long Range Acoustical Device (LRAD) is a high intensity directional acoustical array for long range, crystal clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

1. Description, quantity, capabilities, and purchase cost

GENASYS LRAD 100X. [Auth. 2 – O/H 1.] Manufacturer description: “Self-contained, portable, and featuring an extended voice broadcast range out to 600 meters, the LRAD 100X ensures voice messages are clearly heard and understood. LRAD’s optimized driver, waveguide, and power efficiency technologies enable the LRAD 100X to provide several hours of clear, continuous communication from a single battery charge.” Cost: \$15,410.

a. Purpose

To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

b. Authorized Use

The LRAD shall only be used by officers trained in its deployment and used in a manner consistent with Department policy and training.

c. Expected Life Span

25 years.

d. Fiscal Impact

Budget

i. Funding source: Escondido Police Department Operating

ii. Annual consumable replacement costs: approximately \$100.

e. Training

All operators receive training prior to operating any of the LRAD's in the field.

f. Legal and Procedural Rules

Department Instruction 1.30 – Long Range Acoustical Device (LRAD), provides detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

40mm Launchers and Rounds: 40mm Launchers are utilized by department personnel as a less lethal tool to launch impact rounds or chemical agents.

1. Description, quantity, capabilities, and purchase cost

a. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425. [Auth. 170 – O/H 79.] Manufacturer description: "The 40mm Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round up to 131 feet." Cost: \$905 each.

b. PENN ARMS, 40MM TACTICAL 6-SHOT LAUNCHER. [Auth. 4 – O/H 2.] Manufacturer description: “A 40mm pump-action advance magazine drum launcher. It has a six-shot capacity and rifled barrel.” Cost: \$3,275 each.

c. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325. [Auth. 2,500 – O/H 650.] Manufacturer description: “A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft./lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.” Cost: \$18 each.

d. DEFENSE TECHNOLOGY, EXACT IMPACT™ LE 40 MM EXTENDED RANGE SPONGE ROUND, #6325LE. [Auth. 50 – O/H 3.] Manufacturer description: “The eXact iMPact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher’s rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.” Cost: \$18 each.

e. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40 MM OC CRUSHABLE FOAM ROUND, #6320. [Auth. 25 – O/H 7.] Manufacturer description: “The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with OC powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation.” Cost: \$21 each.

f. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40MM CS CRUSHABLE FOAM ROUND, #6322. [Auth. 50 – O/H 9.] Manufacturer description: “The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with CS powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation.” Cost: \$21 each.

g. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40MM MARKING CRUSHABLE FOAM ROUND, #6322. [Auth. 50 – O/H 12.] Manufacturer description: “The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with a green marking agent, the Direct Impact can be used to indicate the aggressor in a crowd or riot situation to the team on the ground.” Cost: \$18 each.

h. DEFENSE TECHNOLOGY, FERRETT 40MM LIQUID BARRICADE PENETRATOR ROUND, #2262. [Auth. 100 – O/H 50.] Manufacturer description: “A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical

deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.” Cost: \$23 each.

i. DEFENSE TECHNOLOGY, MUZZLE BLAST 4MM ROUND, OC, 6040. [Auth. 25 – O/H 10.] Manufacturer description: “The 40 mm Muzzle Blast OC Round is widely used as a crowd management tool for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden OC powder at close ranges for indoor or outdoor operations. It has a maximum effective range of 30 feet /9.1 meters.” Cost: \$20 each.

j. DEFENSE TECHNOLOGY, MUZZLE BLAST 4MM ROUND, CS, 6042. [Auth. 50 -O/H 30.] Manufacturer description: “The 40 mm Muzzle Blast CS Round is widely used as a crowd management tool for the immediate and close deployment. It can also be employed in tactical operations such as barricaded subjects, room clearing, area denial, and for small space contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden CS powder at close ranges for indoor or outdoor operations. The cloud of agent is very effective in filling holes in dispersals lines or engaging crowds at close distances.” Cost: \$20 each.

k. COMBINED TACTICAL SYSTEMS, 40MM CS MUZZLE BLAST, #4630. [Auth. 25 – O/H 5.] Manufacturer description: “A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning. Used effectively during riots at safe stand-off distances to disperse groups or deny areas.” Cost: \$28 each.

l. COMBINED TACTICAL SYSTEMS, 40MM CS SMOKE, PYRO, 4.8” LONG, #4230. [Auth. 25 – O/H 5.] Manufacturer description: “A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning. Used effectively during riots at safe stand-off distances to disperse groups or deny areas.” Cost: \$28 each.

m. COMBINED TACTICAL SYSTEMS, 40MM CS MULTI 3 SMOKE, 4.8” LONG, #4233. [Auth. 25 – O/H 14.] Manufacturer description: “This 40MM aluminum cartridge launches 3 sub-munitions that emit CS via rapid burning. The munition is used from a stand-off distance and it is effective to disperse unruly crowds or deny areas during riots and civil disorder.” Cost: \$28 each.

n. DEFENSE TECHNOLOGY, 40MM WARNING/SIGNALING MUNITION, 100 METER, #6029WS. [Auth. 25 – O/H 4.] Manufacturer description: “The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 100 meters to deliver

170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.” Cost: \$25 each.

o. DEFENSE TECHNOLOGY, 40MM WARNING/SIGNALING MUNITION WITH CS, 100 METERS WITH PAYLOAD, #6029CS. [Auth. 25 – O/H 5.] Manufacturer description: “The 40 mm Warning/Signaling Munition will produce 170 dB of sound and 5 million candelas of light. This munition has an operational range of 100 meters. Launched from a 40 mm platform, this munition gives the operator the ability to engage people, vehicles or vessels from a safe stand-off position.” Cost: \$28 each.

p. DEFENSE TECHNOLOGY, SKAT SHELL SAF-SMOKE, #6173. [Auth. 25 – O/H 5.] Manufacturer description: “The Skat Shell® 40 mm Saf-Smoke™ multiple chemical projectile round with four separate sub-munitions is designed to deliver multiple Saf-Smoke canisters from a 40 mm launcher. It is widely used as a crowd management tool for the rapid and broad deployment of a chemical agent by a single grenadier. The Skat Shell contains four separate sub-munitions that function individually. The small scattering effect and the rapid burning of the sub-munitions provide a wide area of coverage and has a maximum effective range of 80-100 yards.” Cost: \$20 each.

q. DEFENSE TECHNOLOGY, STINGER 32-CALIBER RUBBER BALLS ROUND, #6096. [Auth. 25 – O/H 10.] Manufacturer description: “The Stinger® 40 mm 32-Caliber Round is most widely used as a crowd management tool by Law Enforcement and Corrections. The round contains approximately 130 32-Caliber rubber balls. It utilizes smokeless powder as the propellant and has more consistent velocities and tighter patterns compared to its 37mm counterpart. It is suitable for administering a means of pain compliance over close to medium ranges of fire and for routing crowds or groups that are mildly resistive.” Cost: \$30 each.

r. COMBINED TACTICAL SYSTEMS, 40MM CS LIQUID BARRICADE, SPIN STABILIZED, 4.1” LONG, #4330. [Auth. 100 – O/H 24.] Manufacturer description: “Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.” Cost: \$28 each.

s. COMBINED TACTICAL SYSTEMS, 40MM MULTI 3 FOAM BATON, SMOKELESS, 4.8” LONG, #4551. [Auth. 25 – O/H 9.] Manufacturer description: “The Model 4551 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts. CAUTION: Shots to the head, neck, thorax, heart, or spine can result in fatal or serious injury.” Cost: \$28 each.

t. COMBINED TACTICAL SYSTEMS, 40MM .31 CAL STING-BALLS, SMOKELESS, 4.8” LONG, #4553. [Auth. 25 – O/H 9.] Manufacturer description: “The Model 4553 .31 Cal Sting-balls projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved

sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.” Cost: \$28 each.

u. COMBINED TACTICAL SYSTEMS, 40MM .60 CAL STING-BALLS, SMOKELESS, 4.8” LONG. [Auth. 25 – O/H 10.] Manufacturer description: “40MM crowd dispersal cartridge containing a payload of .60 caliber stinging pellets. To be fired below the belt-line at an approaching non-compliant individual or crowd.” Cost: \$28 each.

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

3. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. May only be used in riot/crowd control and civil unrest incidents in accordance with all applicable laws.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

4. Expected Life Span

Defense Technology #1425 – 25 years.
Penn Arms Multi-Launcher – 25 years.
All munitions – 5 years.

5. Fiscal Impact

- a. Funding source: Escondido Police Department Operating Budget.
- b. Annual consumable replacement costs: approximately \$50,000.

6. Training

Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents instructors.

7. Legal and Procedural Rules

Department Instructions 1.6 – Use of Tear Agents and Equipment, and 1.46 – Use of Specialty Munitions, provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: <https://police.escondido.org/view-policy-and-procedure-documents.aspx>

15. Any other equipment as determined by a City Council or a state agency to require additional oversight.

The Department does not use any equipment in this category.



STAFF REPORT

April 20, 2022
File Number 0120-10

SUBJECT

REVENUE MEASURE SUBCOMMITTEE UPDATE

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council receive an update from the Revenue Measure Subcommittee and provide direction regarding the structure of a community poll.

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

Presenter: Mayor McNamara and Councilmember Morasco

FISCAL ANALYSIS

None.

PREVIOUS ACTION

The City Council formed a Revenue Measure Subcommittee on October 13, 2021 to review the financial status of the City and consider the possibility of placing a Revenue Measure on the November 2022 General Election Ballot.

BACKGROUND

The Revenue Measure Subcommittee held seven meetings between October 2021 and April 2022. During which time, the Subcommittee reviewed the financial status of the City (Attachment 1), commissioned a Community Opinion Survey with True North Consulting and shared the Survey results with the full City Council. The Subcommittee now seeks the full Council's consideration and direction as to whether to conduct a poll to measure the community's interest in placement of a local revenue measure.

ATTACHMENTS

1. Potential Local Funding Scenarios

Potential Scenario: No New Revenue

The City potentially faces an \$8 million budget gap this year. To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. The following is a list of possible cuts to services that may be made if no additional revenue is generated. We are continuing to engage the community on their needs and priorities for the City.

#	Category	Outcome	General Fund Savings
1	Crime, Crashes, Community	Eliminate community outreach efforts and partnership events: - Cut Coffee with a Cop, Shop with a Cop, Parades, etc. - Lose opportunities to connect with the community	(\$40,000)
2	Crime, Crashes, Community	Reduce/eliminate animal control contract: SDHS to only respond to incidents involving threats to human life	(\$1,000,000)
3	Crime, Crashes, Community	Eliminate partnership programs with COMPACT: -Cut the Juvenile Diversion Program, forcing all juvenile criminal matters to go to through the justice system -Eliminate alternatives to incarceration, leaving jail as the only option for young offenders -Eliminate gang intervention and prevention efforts leaving at-risk youth in a vulnerable position -Abandon the youth mentoring programs	(\$120,000)
4	Crime, Crashes, Community	Reduce 10 Police Officers and 5 Dispatchers; respond only to serious crimes: -Reduce Detectives and only investigate violent crime -Reduce Traffic Officers and only investigate serious injury/fatal collisions -Eliminate the COPPS Division and homelessness, quality of life, and mental illness needs will not be met -Reduce Dispatchers and 9-1-1 call response times will increase -Reduce Officer Training Budget and staff will be less qualified to appropriately respond to citizens or safely handle high risk incidents -Ignore equipment and facility maintenance costs resulting in decreased safety and effectiveness *Consequences will include: no resources for proactive crime or traffic enforcement; significant 9-1-1 call wait times, resulting in a delayed response to emergencies; no community outreach or engagement; high Police Officer turn-over rates; inability to recruit talented Officers; and severely reduced ability to address crime and community safety	(\$2,000,000)
5	Events, Engagement, Enrichment	Communications: A budget reduction means reducing staff: one Graphic position would be eliminated and the Communications position would be consolidated to one position (likely a Communications Manager/PIO). Digital Media Services would only record, broadcast, and rebroadcast City Council meetings. The sole function would be crisis communications and basic regulatory reporting.	(\$170,000)
6	Events, Engagement, Enrichment	Reducing the funding for the CCAE would result in a loss of the programs and services offered at the Center. The outcome is the immediate loss of jobs, impacts to school music and dance programs, and local dance and arts businesses who use it as a performance venue.	(\$110,000)

Potential Scenario: No New Revenue

The City potentially faces an \$8 million budget gap this year. To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. The following is a list of possible cuts to services that may be made if no additional revenue is generated. We are continuing to engage the community on their needs and priorities for the City.

#	Category	Outcome	General Fund Savings
7	Events, Engagement, Enrichment	Volunteer Program: A budget reduction would result in the possible elimination of the Community Engagement Liaison. This would limit the City's ability to devote resources and invest in the volunteer program.	(\$115,000)
8	Events, Engagement, Enrichment	Library: Negotiate current management contract with LS&S for reduced hours and/or closure. This would result in the reduction of free programs and access to free materials.	(\$250,000)
9	Community Safety, Prevent, Response & Recovery (CPR)	Laying off 9 firefighters and closure of one fire station. The outcome will be longer response times from the remaining open stations and large call volume workload on remaining stations. Other impacts include employee burnout, morale decline, loss of quality employees and increased labor tensions: Loss of quality and well-trained employees to other agencies. Firefighters, paramedics and EMTs are critical to respond to the prevention, response and recovery from emergencies. Inability to replace aging tools, equipment and safety gear: Firefighters become ineffective, higher risk of injury and liability.	(\$2,000,000)
10	Community Safety, Prevent, Response & Recovery (CPR)	Reduction of Fire Inspectors/Fire Investigators. Reduction of training. Reduced inspections. Less buildings and property will be inspected. Hazards will go uncorrected and actual property and life loss will increase.	(\$50,000)
11	Parks, Pools, Programs	EVCC & Sports Center: Closing these facilities and eliminating positions may have to be considered in this scenario in order to prioritize other services. This would result in the loss of affordable after school programming options for youth which impacts public safety (PAL program, skate park, soccer). Elimination of indoor pickleball, summer camps, recreational classes, and other recreational opportunities. The Skate park would lose the ability to host national and international tournaments which bring in revenue and notoriety to the City.	(\$500,000)
12	Parks, Pools, Programs	Close the Tiny Tot Program and the Don Anderson Community Building - This calculation includes reducing revenues by \$60,000. \$100,000 (budget) less \$60,000 (revenue). This would eliminate an affordable childcare option for working families	(\$40,000)
13	Parks, Pools, Programs	Aquatics: Possible closure of City pools. The closure of pools would eliminate an effective recreation program and an affordable option for community members.	(\$139,800)

Potential Scenario: No New Revenue

The City potentially faces an \$8 million budget gap this year. To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. The following is a list of possible cuts to services that may be made if no additional revenue is generated. We are continuing to engage the community on their needs and priorities for the City.

#	Category	Outcome	General Fund Savings
14	Parks, Pools, Programs	Reduction in Parks Maintenance, restroom cleaning, landscaping and closure of facilities. This would lead to reduced park amenities, play structures, and grounds maintenance. The reduction of maintenance would lead to the deterioration of play structures and fields which could lead to increased liability due to injuries. The homeless encampment removal and debris clean up response times would also increase.	(\$543,000)
15	Pipes, Pavement, Projects	A budget reduction would result in the loss of a Code Compliance Officer which would delay response times and monitoring of reported code violations.	(\$56,000)
16	Pipes, Pavement, Projects	A budget reduction for the Building Division would result in the loss of either an inspector or a development technician. Either way, the result would be a reduction in service to developers, business owners, home owners, etc., and a delay in processing building permits or conducting building inspections.	(\$88,500)
17	Pipes, Pavement, Projects	A budget reduction would require elimination of at least one engineer position resulting in the need to discontinue certain traffic safety functions. The traffic engineering hotline/email would be eliminated and resident-reported traffic safety and congestion concerns would not be addressed. The Transportation and Community Safety Commission would be disbanded and the annual projects selected by the Commission discontinued. The City would no longer complete school safety and traffic calming projects and review of street improvement plans for development projects would be delayed.	(\$160,000)
18	Pipes, Pavement, Projects	A budget reduction in Planning would see the elimination of two positions. This would result in either a reduced capacity to assist developers, business owners, home owners, etc., in processing their projects, thus reducing the overall development potential of the City; or it would mean an inability to stay current on various state-mandated long-range planning goals/targets, potentially resulting in enforcement action by the state including fines, withholding of funds, ineligibility for certain grants, and negative publicity/press surrounding issues such as housing, homelessness, and climate change.	(\$172,000)
19	Pipes, Pavement, Projects	Public Works would need to reduce staff in all divisions, including Street Maintenance, resulting in a major reduction of City services where potholes exist, concrete lift liability would increase, wait times for traffic signal/street lights repairs would increase, reduced ROW striping, tree maintenance, blight build-up (debris removal response time increased, if not eliminated)	(\$480,000)

Potential Scenario: No New Revenue

The City potentially faces an \$8 million budget gap this year. To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. The following is a list of possible cuts to services that may be made if no additional revenue is generated. We are continuing to engage the community on their needs and priorities for the City.

#	Category	Outcome	General Fund Savings
20	Pipes, Pavement, Projects	Reduction or elimination of the Graffiti removal program. Graffiti is a blighting influence on our entire community, it is an act of vandalism that costs hundreds of thousands of dollars to clean up every year. Reduction or elimination of this program will impact the safety & cleanliness of the community & ability to attract and retain businesses/residents. City staff address approximately 36,000 tags a year, this would reduce to 18,000 tags per year or less as tags increase. Response times would increase and potentially generate citizen complaints, concerns from community about safety, more gang activity, and elimination of the deterrent effect of responding so quickly.	(\$150,000)
21	Resources, Services, Maintenance	Deferred Facility Maintenance: There are 139 City-owned facilities that Building Maintenance is responsible for maintaining. Staff are responsible for maintaining the cleanliness of these facilities and contribute to the efforts to address homelessness and assist with graffiti removal on public facilities. A reduction in critical maintenance staff will result in less cleaning of City facilities and loss of support of City events, i.e. Mitchell room reservations, fountain, dome, Recreation activities. As less staff are monitoring City facilities, this would likely lead to an increase in vandalism and exacerbate issues with homelessness and the broken window effect.	(\$750,000)
22	Resources, Services, Maintenance	Further reduce the replacement of vehicles and shift to vehicle retention vs. replacement. The department would also need to reduce the number of vehicles and staff positions. This will lead to increased maintenance costs and risk of failure for needed vehicles, ie. fire trucks. The City will also not be able to fund the EV transition which will result in CARB violations.	(\$3,800,000)
23	Resources, Services, Maintenance	With no additional resources to close the budget gap, staff positions, which make up 85% of the total General Fund budget, would need to be eliminated. This would impact all of the services the City provides that support and address the community priorities and CityWide goals	(\$820,000)

Potential Scenario: Surviving 1/2 Cent

Estimated Annual Increase in Revenue = \$14 Million

#	Category	Outcome	Annual Range
1	Crime, Crashes, Community	State law requires certain minimum animal control services, which are currently provided by the San Diego Humane Society ("SDHS"). The SDHS contributes to the community's public safety and helps keep the City's streets clean. Funding is needed to maintain the full animal services contract with the Humane Society & anticipated annual increases.	\$1,000,000 - \$1,500,000
2	Crime, Crashes, Community	Hire 8 Police Officers to close the staffing gap following the 2008 recession when 10 Officer positions were eliminated. This would bring the staffing level from 160 Police Officers to 168: -Increase Crimes of Property by 2 Detectives to accommodate increases in property crime -Maintain adequate staffing levels in the Traffic Division, which includes an additional 2 Officers -Maintain adequate staffing levels in the Patrol Division, which includes an additional 4 Officers -Maintain current Dispatch staffing levels -Maintain community outreach and partnership events (Coffee with a Cop, Shop with a Cop, parades, etc.) -Maintain equipment & training goals	\$1,414,560 - \$1,697,472
3	Crime, Crashes, Community	Maintain data driven approach to crime prevention and suppression -Share data driven information with patrol officers in high-risk areas -Deploy software programs to increase efficiency -Provide actionable criminal intelligence to the COPPS Unit to reduce repeat offenders -Continue efforts to strategically address crime in the downtown and business areas -Continue focusing on quality of life issues	\$285,000
4	Community Safety, Prevent, Response & Recovery (CPR)	The Fire department has had the current staffing levels for 10 years but total call volume has increased by 30%. Funding will be used to maintain current staffing levels but provide some resources to adapt to annual increases in call volume and workload by: -Repairing and replacing the most critical aging tools, equipment and safety gear, -Add minimal resources for EOC maintenance and the CERT program, -Make small investments in technology to analyze existing data to improve responses to incidents. -Vehicle replacement fund is still underfunded - increase annual allocations by \$500,000.	\$1,000,000 - \$1,550,000
5	Trash, Traffic, Trees	Required Mandate: In order to comply with the Regional Water Quality Control Board's trash mandate, trash capture devices will be required to be installed and maintained on over 1,000 inlets CityWide. The anticipated cost to install and maintain devices is \$760,000/yr with \$300,000 already budgeted. The elimination of trash within the storm drain system (and eventually our creeks) contributes to the priority of keeping areas clean and attractive to businesses and protects the City's infrastructure.	\$552,000

Potential Scenario: Surviving 1/2 Cent

Estimated Annual Increase in Revenue = \$14 Million

#	Category	Outcome	Annual Range
6	Trash, Traffic, Trees	Traffic signals are an integral part of the infrastructure that contributes to the public safety of the City's streets. The City maintains 165 signalized intersections and 3,300 signal heads. This item provides the equipment necessary to proactively maintain the City's traffic signal equipment. Additional one-time funds of \$140,000 are needed for a bucket truck and four laptops for remote access and programming.	\$25,000
7	Trash, Traffic, Trees	This item improves the public safety and aesthetic appeal of streets, parks and City facilities: - Resurfacing and re-striping parking lots and drives (\$440,000 annually with a 10-year life cycle). There is currently no budget for this item - Staffing a full time pothole filling crew to proactively repair potholes on City streets (1FTE and 1PTE, no equipment, \$180,000) - Clearly Delineate Vehicle and Pedestrian Rights of Way by employing a full time Roadway restriping /marking crew. This item includes replacement of striping machine and 1 FTE. Current machine can only be used 1 month per year (\$32,000 annual and \$370,000 one time).	\$216,000 - \$782,500
8	Resources, Services, Maintenance	Additional staff resources and costs needed to address deferred maintenance CityWide. With additional City projects and an expansion of the services currently provided, additional staffing and operational resources will be needed. Resources will be used to support vehicle and equipment maintenance and replacement CityWide.	\$750,000 - \$1,500,000

Surviving would increase annual revenue by approximately \$14 million. The list does not account for Infrastructure, One-Time Costs to implement new services, or the structural budget gap (\$8M in FY2021/22) **\$4,242,560 - \$6,391,972**

Potential Local Funding Options

To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. This list are options that can be accomplished with additional resources. We are continuing to engage the community on their needs and priorities for the City.


Potential Scenario: Stabilizing 3/4 Cent

Estimated Annual Increase in Revenue = \$21 Million

#	Category	Outcome	Annual Range	
1	Crime, Crashes, Community	State law requires certain minimum animal control services, which is currently provided by the San Diego Humane Society ("SDHS"). The SDHS contributes to the community's public safety and helps keep the City's streets clean. Funding is needed to maintain the full animal services contract with the Humane Society & anticipated annual increases.	Same	\$1,000,000 - \$1,500,000
2	Crime, Crashes, Community	Hire <u>10 to 20</u> Police Officers to at least return to pre-2008 staffing numbers of 170 Police Officers; adequately staff Dispatch; provide community outreach -Increase Crimes of Property Detectives to accommodate increases in property crime -Increase Traffic Division by 2 officers to primarily focus on night time DUI enforcement -Increase Dispatch staffing levels by 5 -Maintain community outreach and partnership events (Coffee with a Cop, Shop with a Cop, parades, etc.) -Maintain equipment & training goals	↑	\$2,661,840 - \$4,783,680
3	Crime, Crashes, Community	Expand Criminal Intelligence Unit staffing to increase crime data analysis to develop actionable information for COPPS Unit. -Share data driven information with patrol officers in high-risk areas -Deploy software programs to increase efficiency -Provide actionable criminal intelligence to the COPPS Unit to reduce repeat offenders -Continue efforts to strategically address crime in the downtown and business areas -Continue focusing on quality of life issues -NEW: Expand staffing to increase crime data analysis -NEW: Develop actionable information for COPPS Unit	↑	\$521,000
4	Crime, Crashes, Community	Expand public education campaign -Increase crime prevention education with community members -Establish Crime Prevention Through Environmental Design (CEPTD) with the community -Educate community members on how to connect with the Police Department -Attend neighborhood meetings -Engage in dialogue to enhance community-based crime reduction efforts	NEW	\$118,000
5	Crime, Crashes, Community	Provide appropriate support services to the community -Increase transparency -Meet public records request demand -Increase Records Division staff members -Provide Property and Evidence management at adequate staffing levels based on best practices	NEW	\$317,000

Potential Scenario: Stabilizing 3/4 Cent

Estimated Annual Increase in Revenue = \$21 Million

#	Category	Outcome	Annual Range	
6	Community Safety, Prevent, Response & Recovery (CPR)	<p>To build capacity to meet the increasing demands of the community, funds will be used to invest in current staff and:</p> <ul style="list-style-type: none"> -Add support staff: EMS Chief, Nurse Educator, Training Captain, Administrative Assistant, Management Analyst. Additional part-time staff will be used to assist with large projects, EOC maintenance, CERT program. -Upgrade EOC technology to assist with emergency response efforts. -Additional two dispatch staff members to handle increased workload and time with tiered dispatch. -Tools, equipment and safety gear are replaced on schedule. -Use new technology/software to create or mine new data to drive decisions. -Apparatus replacement plan fully funded. -Vehicles are replaced on schedule to avoid critical failure. -Facility maintenance regularly conducted on schedule, training tower refurbished, failing appliances replaced, mattresses and furniture replaced. 		\$1,850,000 - \$4,338,000
7	Community Safety, Prevent, Response & Recovery (CPR)	Fire Prevention Bureau: Enhanced training and professional development. Additional technology and equipment to improve productivity. Fire Prevention Bureau administrative assistant added to handle clerical tasks. Increased capacity for more inspections.	NEW	\$100,000 - \$200,000
8	Events, Engagement, Enrichment	<p>Creation of dedicated community outreach/engagement team and strategy to ramp up outreach and engagement which would help connect with the community to touch base and measure progress on addressing priority issues and satisfaction levels. Conduct an annual community survey.</p> <p>*Community Outreach position, Marketing Director, Bilingual PIO, Graphics tech, DMS tech, admin. Customized engagement platform/software licenses (this would include a centralized dashboard for data collection, tracking, and additional services like texting, robo calling, virtual idea boards, etc.), Consultant Services for topic specific campaigns, meeting planning and facilitation, ad hoc surveys, etc.</p>	NEW	\$550,000 - \$750,000
9	Events, Engagement, Enrichment	Community Events: Funds set aside to support community events to offer reduction in fees, offset City costs and support local community events. The volunteer program, City-run events, and private special event expansion supports more positive activities in areas throughout the City which drives out negative activities. Resources would provide an increase in services and support for community events: Volunteer Events, Cruisin' Grand, Christmas Parade, 4th of July Event, Street Fair, Tournaments	NEW	\$215,000 - \$325,000

Potential Scenario: Stabilizing 3/4 Cent

Estimated Annual Increase in Revenue = \$21 Million

#	Category	Outcome	Annual Range	
10	Events, Engagement, Enrichment	Expand Library programs & services: Library programs help support literacy, job searching, workforce development, and extended learning opportunities that support solutions to homelessness. Increase to Library supplies, presenters, staff hours for bilingual and increase in programs. Increase the Collection budget and operate a bookmobile to reach the full community.	NEW	\$150,000 - \$624,000
11	Parks, Pools, Programs	Aquatics: Washington Park Pool would remain open with current capacity for rentals and aquatics programs that recover all direct program costs. HSs have a place to practice and compete in water polo; allows WA Park to stay open at full capacity with the addition of staff: 1 Pool Manager, 5 Lifeguards/WSI/Head Guards, Increase temporary part-time staff to (6) 1000 Hr Maintenance Specialist	NEW	\$125,000 - \$235,000
12	Parks, Pools, Programs	PACC (Senior Center) - Adding capacity & resources to the Senior Center & Nutrition Program will allow us to serve more seniors who are at a high risk for homelessness thus helping with homelessness prevention. Add staff (2 FTE) to allow for more direct services in the form of classes and activities as well as the coordination of the partner organizations to provide services; Bilingual programs run by staff.	NEW	\$57,600 - \$112,600
13	Parks, Pools, Programs	Queen Calafia: increasing staff for Queen Calafia promotes tourism and contributes to the local economy and also deters vandalism. Hire a Temp staff to expand the hours beyond the current 2-3 days per week. Hire full time docent for increased operational hours for the public to visit. 1 FT Coordinator	NEW	\$85,000
14	Parks, Pools, Programs	Deferred Park Maintenance. Increase staff and equipment to address deferred park maintenance and increase services: -Restore Pest Control -Add Parks Tree Crew -Create a Sports Turf Renovation Program -Restore contractual support for pest control, playgrounds, GSOB, power washing, and parking lot sweeping -Increase in landscape materials to annually aerate, overseed, and top dress sports fields -Playground Renovation Rotated yearly & complete ballfield renovation rotated annually -Create a proactive maintenance and replacement schedule for park amenities. -Absorb maintenance responsibility for the Escondido Creek Trail. *Additional staffing provides more eyes on the parks which facilitates intervention opportunities with PD and service providers before they escalate. *Well-maintained recreational assets such as parks attract businesses and new residents – sports tourism.	NEW	\$1,000,000 - \$1,992,000

Potential Scenario: Stabilizing 3/4 Cent

Estimated Annual Increase in Revenue = \$21 Million

#	Category	Outcome	Annual Range	
15	Pipes, Pavement, Projects	Permitting/Plan Review software: Improve systems for best user (internal and external) functionality/experience to create the most effective experience. One-time cost for initial software design and hardware (touchscreen monitors and/or tablets); Ongoing costs include 2.5 FTEs (1.5 IS; 0.5 Planning/Com Dev; 0.5 Engineering)	NEW	\$300,000
16	Pipes, Pavement, Projects	Development Process Improvements and Processing Guide - Business Analyst position designed to focus on process streamlining, preparing and updating guidelines for submission, and processing of development applications. The position would also assist in coordinating in-person and electronic process improvements as we move toward a paperless work environment.	NEW	\$180,000
17	Pipes, Pavement, Projects	Carrying costs (or the cost to finance a project over time) are estimated at 30% of a development project cost. Right sizing staff to meet demand expedites the development process and allows a more hands-on approach with each applicant by cooperatively developing solutions to plan review comments. This hands-on approach is expected to reduce plan review turn-around times by 2-weeks per cycle (30%) and eliminate one review cycle from the entitlement process (2 FTE for Engineering) thereby making development in the City more cost effective.	NEW	\$640,000 - \$768,000
18	Trash, Traffic, Trees	Required Mandate: In order to comply with the Regional Water Quality Control Board's trash mandate, trash capture devices will be required to be installed and maintained on over 1,000 inlets Citywide. The anticipated cost to install and maintain devices is \$760,000/yr. with \$300,000 already budgeted. The elimination of trash within the storm drain system (and eventually our creeks) contributes to the priority of keeping areas clean and attractive to businesses and protects the City's infrastructure.	Same	\$552,000
19	Trash, Traffic, Trees	Traffic signals are an integral part of the infrastructure that contributes to the public safety of the City's streets. The City maintains 165 signalized intersections and 3,300 signal heads. This item provides resources for ongoing traffic signal equipment replacement including cameras and battery back-ups. Annual cost for replacement of battery back-up, cameras and signal heads \$6k/yr./signal.	↑	\$990,000 - \$1,118,000
20	Trash, Traffic, Trees	This item improves the public safety and aesthetic appeal of streets, parks and City facilities: -Resurfacing and re-striping parking lots and drives (\$440,000 annually with a 10-year life cycle). There is currently no budget for this item -Staffing a full time potholing filling crew to proactively repair potholes on City streets (1FTE and 1PTE, no equipment, \$180,000) -Clearly delineate vehicle and pedestrian rights of way by employing a full time roadway restriping /marking crew. This item includes replacement of striping machine and 1 FTE. Current machine can only be used 1 month per year (\$32,000 annual and \$370,000 one time).	Same	\$216,000 - \$782,400

Potential Scenario: Stabilizing 3/4 Cent

Estimated Annual Increase in Revenue = \$21 Million

#	Category	Outcome	Annual Range	
21	Trash, Traffic, Trees	Improve tree canopy and walkability through 1) planting 200 trees per year and removing stumps at 100 locations/year. (1 FTE, 1 PTE and 1 tree truck. \$1,700/tree to remove/stump grind, \$3,600 for sidewalk repair) (\$820,000), and 2) Designating a crew to grind and repair sidewalk lifts (500 lifts is the current reported backlog) (\$280,000).	NEW	\$750,000 - \$900,000
22	Resources, Services, Maintenance	Additional staff resources and costs needed to address deferred maintenance CityWide. With additional City projects and an expansion of the services currently provided, additional staffing and operational resources will be needed. Resources will be used to support vehicle and equipment maintenance and replacement CityWide. Additional resources are also required to meet future CARB regulations.	↑	\$750,000 - \$3,000,000
23	Resources, Services, Maintenance	Deferred Facility Maintenance: There are 139 City-owned facilities that require ongoing maintenance & resources. Staff are responsible for maintaining the cleanliness of these facilities and contribute to the efforts to address homelessness and assist with graffiti removal on public facilities. Well-maintained recreational assets discourage littering, vandalism, gang activity, and graffiti by encouraging community pride of ownership. This item would return the department to pre-recession Custodial staffing levels to provide appropriate services to City facilities and cleaning park and public facility restrooms more frequently, perform scheduled maintenance on HVAC systems, elevators, fire systems, security systems, roll-up doors, back flow devices, back-up generators, pest control, and oversee special projects for different departments. Possible minor City facility improvements: Upgrade City facility bathrooms, ADA requirements to City facilities, Modernize City facilities, roof repairs.	NEW	\$900,000 - \$3,540,000

Stabilizing would increase annual revenue by approximately \$21 million. The list does not account for Infrastructure, One-Time Costs to implement new services, or the structural budget gap (\$8M in FY2021/22)

\$14,028,440 - \$27,111,680

Potential Local Funding Options

To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. This list are options that can be accomplished with additional resources. We are continuing to engage the community on their needs and priorities for the City.




Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
1	Crime, Crashes, Community	State law requires certain minimum animal control services, which is currently provided by the San Diego Humane Society ("SDHS"). The SDHS contributes to the community's public safety and helps keep the City's streets clean. Funding is needed to maintain the full animal services contract with the Humane Society & anticipated annual increases.	Same	\$1,000,000 - \$1,500,000
2	Crime, Crashes, Community	Hire <u>25-35</u> Police Officers to reach median per capita staffing levels for San Diego County, bringing the total number of Police Officers to 195. Increase Dispatchers to meet safety and community needs -Increase Traffic Division to 10 officers, allowing for traffic enforcement 16-18 hours each day, and educate the community on traffic safety -Increase Detectives to accommodate increases in various types of crime -Increase community outreach and partnership events (Coffee with a Cop, Shop with a Cop, parades, etc.) -Educate the community on safety, crime prevention, and quality of life issues -NEW: Create a Street Team as a branch of the COPPS Division that will work on criminal intelligence produced by the Real-time Crime Center -NEW: Staff every Patrol Beat with an Officer allowing for proactive patrol of neighborhoods and businesses -NEW: Increase Dispatch staffing levels to 34 allowing for adequate coverage and Next-Gen regional plans	↑	\$5,844,600 - \$8,161,260
3	Crime, Crashes, Community	Establish a fully operational Real-Time Crime Center -Share data driven information with patrol officers in high-risk areas -Deploy software programs to increase efficiency -Provide actionable criminal intelligence to the COPPS Unit to reduce repeat offenders -Continue efforts to strategically address crime in the downtown and business areas -Continue focusing on quality of life issues - Expand staffing to increase crime data analysis - Develop actionable information for COPPS Unit - NEW: Develop actionable strategies through the Real-Time Crime Center - NEW: Combine multiple data sets, such as current collision trends and traffic complaints to PD and City Hall - NEW: Review citizen concerns and tips received from PD and City Hall	↑	\$500,000 - \$875,000

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
4	Crime, Crashes, Community	Improve Community Interaction, Outreach, and Education -Engage in active dialogue with community via social media channels -Attend community events -Provide public and safety education -NEW: Expand youth partnership programs to elementary school age children -NEW: Hire a full-time PIO/Social Media representative assigned to PD and FD -NEW: Host English and Spanish Citizen Police Academy -NEW: Establish ongoing crime prevention education, generally directed in response to trends		\$488,000
5	Community Safety, Prevent, Response & Recovery (CPR)	Escondido Fire retains employees and attracts high caliber employees. -NEW: Add emergency response personnel to meet growing community emergency response needs. -NEW: Implement proactive community risk reduction and preventative community paramedicine. One medic squad (6 personnel). -NEW: Secondary medical advice and care (telemedicine). -NEW: Three additional dispatch staff members. BLS ambulance. Secondary medical advice and care (telemedicine). -NEW: Proactive and innovative tools, equipment and safety gear utilized. (IE replace gas powered tools with electric). Proactively innovate with new technology / software to create or mine new data to drive decisions - Apparatus replacement plan fully funded. New vehicles necessary for a proactive community healthcare program and additional apparatus to meet growing community needs fully funded.		\$2,316,000 - \$6,816,000
6	Community Safety, Prevent, Response & Recovery (CPR)	Fire Prevention Bureau: Plans Examiner position added. Advanced training and professional development. Inspectors/Investigators achieve state arson investigator and state code inspector certification. All businesses inspected annually.		\$150,000 - \$250,000

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome		Annual Range
7	Events, Engagement, Enrichment	<p>Creation of dedicated community outreach/engagement team and strategy. This would ramp up outreach and engagement which would help connect with the community to touch base and measure progress on addressing priority issues and satisfaction levels. Conduct an annual community survey.</p> <ul style="list-style-type: none"> - Community Outreach position, Bilingual PIO, Marketing Manager, Graphics tech, DMS tech, admin. - Customized engagement platform/software licenses (this would include a centralized dashboard for data collection, tracking, and additional services like texting, robo calling, virtual idea boards, etc.), - Consultant Services for topic specific campaigns, meeting planning and facilitation, ad hoc surveys, etc. <p>Tailored marketing for Economic Development and Community Services. Refreshed branding (every 3-5 years).</p>	↑	\$600,000 - \$960,000
8	Events, Engagement, Enrichment	<p>Community Events: Funds set aside to support community events to offer reduction in fees, offset City costs and support local community events. Volunteer program, City-run, and private special event expansion supports more positive activities in areas throughout the City which drives out negative activities. Offer city sponsored special events such as concerts in the park, Halloween carnival, possibly bring the Christmas Parade in-house. CS Supervisor II/III, 5-6 Temp staff.</p> <p>Volunteer Program: Further expansion of the volunteer program including part-time staffing and greater program investment. Add Management Analyst I/II, 2 Temp staff</p>	↑	\$215,000 - \$420,000
9	Events, Engagement, Enrichment	<p>Expand Library programs & services: Library programs help support literacy, job searching, workforce development, and extended learning opportunities that support solutions to homelessness. Increase to Library supplies, presenters, staff hours for bilingual and increase in programs. Increase the Collection budget and operate a bookmobile to reach the full community. Expand literacy services to fully meet ESL and adult literacy needs. Install book vending machines and holds pickup lockers/book returns at two locations in community.</p>	↑	\$200,000 - \$792,000
10	Parks, Pools, Programs	<p>Aquatics: Full Pool programming, plus expansion of services and activities at both pool locations. HSs have a place to practice and compete in water polo; allows WA Park to stay open at full capacity with the addition of staff.</p>	↑	\$300,000 - \$600,000

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
11	Parks, Pools, Programs	PACC (Senior Center) - Adding capacity & resources to the Senior Center & Nutrition Program will allow us to serve more seniors who are at a high risk for homelessness thus helping with homelessness prevention. Add staff (4 FTE), to allow for more direct services in the form of classes and activities as well as the coordination of the partner organizations to provide services; Bilingual programs run by staff.	↑	\$120,000 - \$250,000
12	Parks, Pools, Programs	Queen Califia: Expand Queen Califia's hours to multiple days per week, host special events, and sell merchandise. Hire full time docent and Temp staff for increased operational hours for the public to visit, support merchandise sales, and special events. 1 FT Coordinator, 1-2 Temp staff	↑	\$100,000 - \$120,000
13	Parks, Pools, Programs	Deferred Park Maintenance. Increase staff and equipment to address deferred park maintenance and increase services: -Restore Pest Control -Add Parks Tree Crew -Create a Sports Turf & Park Turf Renovation Program -Restore contractual support for pest control, playgrounds, GSOB, power washing, parking lot sweeping, tree trimming and parking lot pavement rehabilitation -Increase in landscape materials to annually aerate, oversee, and top dress sports fields -Playground Renovation rotated yearly & complete ballfield renovation rotated annually -Create a proactive maintenance and replacement schedule for park amenities. -Absorb maintenance responsibility for the Escondido Creek Trail. -NEW: Build & Maintain new parks and park assets, sports fields, skate parks, courts, bike parks, field lighting, dumpster enclosures, ballfield fencing, etc. *Additional staffing provides more eyes on the parks which facilitates intervention opportunities with PD and service providers before they escalate. *Well-maintained recreational assets such as parks attract businesses and new residents – sports tourism.	↑	\$1,000,000 - \$5,000,000
14	Pipes, Pavement, Projects	Permitting/Plan Review software: Improve systems for best user (internal and external) functionality/experience to create the most effective experience. One-time cost for initial software design and hardware (touchscreen monitors and/or tablets); Ongoing costs include 2.5 FTEs (1.5 IS; 0.5 Planning/Com Dev; 0.5 Engineering)	Same	\$300,000


Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
15	Pipes, Pavement, Projects	Development Process Improvements and Processing Guide - Business Analyst position designed to focus on process streamlining, preparing and updating guidelines for submission, and processing of development applications. The position would also assist in coordinating in-person and electronic process improvements as we move toward a paperless work environment.	Same	\$180,000
16	Pipes, Pavement, Projects	Carrying costs (or the cost to finance a project over time) are estimated at 30% of a development project cost. Right sizing staff to meet demand expedites the development process and allows a more hands-on approach with each applicant by cooperatively developing solutions to plan review comments. This hands-on approach is expected to reduce plan review turn-around times by 2-weeks per cycle (30%) and eliminate one review cycle from the entitlement process (2 FTE for Engineering) thereby making development in the City more cost effective.	Same	\$640,000 - \$768,000
17	Pipes, Pavement, Projects	Addition of a Building Inspector to increase efficiency and reduce duration of construction phase. The additional inspector will be able to handle the large increase in inspection services anticipated in the coming years based on the increase in residential construction. Home-building has been going strong for several years, with close to 400 units permitted in 2021. Looking at projects currently in the pipeline, it is anticipated that 2022 will see more than 500 units permitted, with no slowdown on the horizon.	NEW	\$150,000
18	Pipes, Pavement, Projects	Add Development Project Coordinators (2 FTE) to improve the development applicant's experience by ensuring clear communication and removing barriers to development. Duties include monitoring project progress; maintaining active liaison with developers, consultants and contractors; coordinating project development activities with other City departments and outside agencies; and performing a variety of public and developer relations activities.	NEW	\$330,000 - \$396,000
19	Pipes, Pavement, Projects	Guiding development of the overall vision for Escondido. Adding staff dedicated to Advance Planning would allow Current Planning staff (those who primarily process development projects submitted by the public) to focus on that work, becoming more efficient and effective in their review of such projects, resulting in a reduction of the number of review cycles for development projects from an average of three cycles to two, and cutting entitlement processing times by 25% or more. The need is exacerbated by the fact that state and federal programs are requiring more and more local-level implementation actions that pull staff away from focusing on development project processing. These implementation actions may be necessary to maintain compliance with various statutes where non-compliance could result in penalties from State agencies. Additionally, having certain long-range planning documents in-place and up-to-date will allow the City to compete for grants that we may otherwise not be eligible for. For instance, if the City could achieve a Prohousing Designation, we would have a greater chance of obtaining certain competitive infrastructure grants, or even be eligible for grants that we do not currently qualify for. Adding 1 Principal Planner, 3 Senior Planners, Two Associate Planners, and Development Technician to the overall Planning Division would allow the appropriate allocation of resources. The Advance Planning team would be also responsible for oversight and implementation of the General Plan update.	NEW	\$897,000 - \$1,076,400

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
20	Pipes, Pavement, Projects	Deferred Street Maintenance: The overall condition of pavement in the City is rated "fair" (63 out of 100) which is one of the lowest ranked in the County. Current budgets allow treatment of approximately 8% of the City's 740-lane-miles per year. Increasing the budget would increase resurfacing to 13% of the City's streets, raising the PCI to good condition (70+) and supporting maintenance of 1/8th of the City's streets each year.	NEW	\$3,500,000 - \$4,200,000
21	Pipes, Pavement, Projects	The City has 13-miles of alleys some of which are paved and others are unpaved. The current pavement program budget is inadequate to upgrade alleys. This project enables improvement of public alleys at a cost of \$27.2-million with a 20-year life and their ongoing maintenance.	NEW	\$1,360,000 - \$1,632,000
21	Trash, Traffic, Trees	Required Mandate: In order to comply with the Regional Water Quality Control Board's trash mandate, trash capture devices will be required to be installed and maintained on over 1,000 inlets Citywide. The anticipated cost to install and maintain devices is \$760,000/yr. with \$300,000 already budgeted. The elimination of trash within the storm drain system (and eventually our creeks) contributes to the priority of keeping areas clean and attractive to businesses and protects the City's infrastructure.	Same	\$552,000
22	Trash, Traffic, Trees	Implement key traffic safety and congestion relief strategies including: -NEW: Crash deterrence through upgraded signal equipment to extend red signal when vehicles are in conflict zone. Upgrade detection to radar cameras, \$20,000 per signal and 5-year life (\$660,000), -NEW: Implement a robust traffic calming program. Calm traffic with sidewalk medians islands, chicanes, and chokers (\$400,000), -NEW: Add a traffic management center operator to respond to incidents and coordinate signal corridors Citywide (\$235,000), and -NEW: Maintain a wireless broadband system at each traffic signal to support connected vehicles and maintain communication with traffic signals. The system would allow monitoring of signals operations, including receiving alarms for failing detection systems and assessment of signal efficiency to support ongoing congestion reduction. -NEW: Ongoing traffic signal equipment replacement including cameras and battery back-ups. Annual cost for replacement of battery back-up, cameras and signal heads \$6k/yr./signal. 1 FTE Network Engineer. ½ FTE Electrician. Radio replacement at \$2,000/each 5 yr. life.		\$990,000 - \$1,118,000

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
23	Trash, Traffic, Trees	This item improves the public safety and aesthetic appeal of streets, parks and City facilities: -Resurfacing and re-striping parking lots and drives (\$440,000 annually with a 10-year life cycle). There is currently no budget for this item -Staffing a full time pothole filling crew to proactively repair potholes on City streets (1FTE and 1PTE, no equipment, \$180,000) -Clearly delineate vehicle and pedestrian rights of way by employing a full time roadway restriping /marking crew. This item includes replacement of striping machine and 1 FTE. Current machine can only be used 1 month per year (\$32,000 annual and \$370,000 one time).	Same	\$216,000 - \$782,400
24	Trash, Traffic, Trees	Improve tree canopy and walkability through 1) planting 200 trees per year and removing stumps at 100 locations/year. (1 FTE, 1 PTE and 1 tree truck. \$1,700/tree to remove/stump grind, \$3,600 for sidewalk repair) (\$820,000), and 2) Designating a crew to grind and repair sidewalk lifts (500 lifts is the current reported backlog) (\$280,000).	Same	\$750,000 - \$900,000
25	Trash, Traffic, Trees	Complete strategies proposed in the Climate Action Plan designed to meet greenhouse gas emission targets including: 1) Partner with a private entity to install EV Charging Stations PAFH (30 stations) and in park and rides (281 stations). 2) Operate two electric vehicle shuttles with 10min headways during peak hr. \$100/hour estimated operating costs, \$150,000 per year per shuttle, and 3) Plant 1,347 trees	NEW	\$860,000 - \$1,032,000
26	Resources, Services, Maintenance	Additional staff resources and costs needed to address deferred maintenance CityWide. With additional City projects and an expansion of the services currently provided, additional staffing and operational resources will be needed. Resources will be used to support vehicle and equipment maintenance and replacement CityWide. Additional resources are also required to meet future CARB regulations.	↑	\$1,000,000 - \$5,000,000
27	Resources, Services, Maintenance	Deferred Facility Maintenance: There are 139 City-owned facilities that require ongoing maintenance & resources. Staff are responsible for maintaining the cleanliness of these facilities and contribute to the efforts to address homelessness and assist with graffiti removal on public facilities. Well-maintained recreational assets discourage littering, vandalism, gang activity, and graffiti by encouraging community pride of ownership. This item would return the department to pre-recession Custodial staffing levels to provide appropriate services to City facilities and cleaning park and public facility restrooms more frequently and add additional maintenance staff: (2) Plumbers, (1) Painter, (2) Drywallers, (3) Lead Maintenance Tech's, (1) Electrician, (1) Carpenter. This would allow proactive maintenance; provide resources for CPTED facility upgrades such as LED lighting to reduce shadows and areas for homeless to hide; and increased capacity in staffing allows for the opportunity to support the building of new structures and expanding existing facilities - Senior services (hubs)	↑	\$1,200,000 - \$7,850,000

Potential Scenario: Thriving 1 Cent

Estimated Annual Increase in Revenue = \$28 Million

#	Category	Outcome	Annual Range	
28	Resources, Services, Maintenance	Grant funds are available from Federal, State, County and other sources to provide additional funds that address the Community's priorities and CityWide goals. Resources are needed to add staff positions (4) to create a team devoted to seeking and applying for grant opportunities as well as new positions for project management.	NEW	\$420,000 - \$750,000
29	Resources, Services, Maintenance	First-time homebuyer loans: Increase opportunities for affordable home-ownership. Would allow up to 5 loans of \$100K annually; Funds to be repaid over time so this investment has minimal long-term cost. This can be looked at as seed money that will be recouped, and initial annual investments can be recirculated once loans are paid back.	NEW	\$600,000 - \$900,000
30	Resources, Services, Maintenance	Create a Homeless Services Division to lead all strategies, programs and initiatives related to homelessness. Resources needed to use evidence-based practice research, community input and consumer feedback, to implement data-driven solutions to prevent, reduce and end homelessness.	NEW	\$500,000 - \$4,000,000
31	Resources, Services, Maintenance	Economic Development: Expand staff and resources to support economic growth, attract new businesses in targeted industries, and partner with regional economic developers. Conduct business expansion, attraction and retention efforts to promote a robust economy. Invest in "Visit Escondido" to promote tourism.	NEW	\$250,000 - \$1,000,000

Thriving would increase annual revenue by approximately \$28 million. The list does not account for Infrastructure, One-Time Costs to implement new services, or the structural budget gap (\$8M in FY2021/22)

\$14,028,440 - \$27,111,680

Potential Local Funding Options

To maintain the essential services the City provides and address the community's priorities, a locally controlled source of revenue is being considered. This list are options that can be accomplished with additional resources. We are continuing to engage the community on their needs and priorities for the City.

Infrastructure Projects

#	Department	Project	Project Cost
1	Community Services	Build new Multi-use, Multigenerational Community Center/Library/Service Hub. New Center: 1 CS Supervisor II/III, 1 Recreation Coordinator, 6 Recreation Leader II (recreation staff only, not including library or BM)	\$50,000,000
2	Community Services	Mountain View Park Historic Property Restoration: This project will restore the historic Field House property located at Mountain View Park to arrest the damage that decades of deferred maintenance have caused and transform the space into an agricultural museum and event space that will celebrate and educate current and future visitors about the history and agricultural roots of historic Escondido.	\$1,250,000
3	Community Services	The Kit Carson Amphitheater is a hidden gem within the City of Escondido's Kit Carson Park. This full-service performance venue boasts a beautiful outdoor setting and is conveniently located near Westfield North County Mall, restaurants, public transportation and the 15 freeway. Improving the 42,000 square foot Amphitheater will create an opportunity to provide valuable community programs, services and activities that the City would otherwise not be able to provide.	\$1,500,000
4	Community Services	Daley Ranch Trail Alignment and Habitat Restoration Project: Daley Ranch is a 3,201-acre conservation area managed in perpetuity for the preservation of a biologically unique and diverse habitat area of regional importance. This project will dramatically improve trail alignment, restore habitat, and allow native flora and fauna to return to this area.	\$500,000
5	Engineering	Lining of Corrugated metal pipelines (Cat 1-4) CityWide to avoid rusting and sinkholes. Condition assessment estimate cost at \$40-M @ 20 yr. life. Current budget include approximately \$900,000 per year toward this effort, so resulting shortfall is \$22-million over 20-years	\$22,000,000
6	Engineering	Fix Top 20 Hot Spots Identified in the Local Roadway Safety Plan. Includes protected left turns at 10 locations, 2 signals, 1 roundabout, and 7 intersection improvements	\$12,000,000
7	Engineering	Centre City Parkway & Brotherton Signal: This project installs a new signal at Centre City Parkway and Brotherton Rd. to support closure of the left turn access from South Escondido Blvd. There have been numerous fatal accidents at this location, so this project will improve safety by eliminating left turn movement across this former State highway.	\$1,500,000
8	Engineering	Escondido Gateway Improvements: The Escondido Gateway Improvements relieve congestion, calm traffic, and improve safety. Phase I: Gamble to Fig / \$7-million and Phase II: Lincoln/Ash roundabout / \$ 2-million	\$9,000,000
9	Engineering	Grand Avenue Vision Plan: The Grand Avenue Vision project will widen sidewalks through a road diet to accommodate outdoor dining and pedestrian activity in our historic downtown. Additional funding, in the amount of \$6,000,000, would widen an additional block of sidewalk, build two traffic circles and add festoon lighting for two additional blocks to the project scope.	\$6,000,000
10	Engineering	Build 12 roundabouts. \$2-million/each location	\$24,000,000
11	Engineering	Install 2 MW of solar panels	\$3,000,000
12	Engineering	Safe Routes to School Improvements. Fill sidewalk gaps and build green corridors near schools on Citrus, Rose, Ash and Redwood. 2.75-miles of sidewalk gaps within walkshed of Hidden Valley MS, Rose Elem, Rincon M.S., Felicita Elem.	\$12,500,000

Infrastructure Projects

#	Department	Project	Project Cost
13	Engineering	Midway Drainage Improvements. Remove Midway/Valley area from floodplain (Goldenrod, Fern, Erica, Daisy & Maywood). Hundreds of homes/businesses would no longer have to pay flood insurance and could improve property	\$34,000,000
14	Engineering	Install 8.3-miles of sidewalk. Curb, gutter, and sidewalk only. No retaining walls. \$2.5-million/mile	\$20,750,000
15	Engineering	Install 30 miles of bike lanes. Slurry and re-stripe. No widening.	\$9,800,000
16	Engineering	EV Charging Stations: 30 at PAFH and 281 in park and rides. Assumes stations at park and rides would be installed by private venture	\$300,000
17	Fire	Additional storage for vehicles and equipment at existing facilities. Add facilities before demand outpaces current services. Investment in facilities to gain efficiencies and long-term costs savings: Covered parking with solar panels, conversion of carpeted floors to polished concrete.	\$1,300,000
18	Library	Renovate current library; add study rooms and collaborative spaces with needed equipment; add computer lab; and replace FFE; Add 1-2 FTE positions for strategic services OR build new library either as a stand-alone or as part of a service hub model	14,000,000 - \$50,000,000
19	Library	Add 2nd Library Location; Add ~15 FTE for up to 20,000 sq ft location	\$20,400,000
20	Library	Mobile Van (bookmobile and outreach service)	\$100,000
21	Library	Library Book vending machines (2 locations)	\$600,000
22	Planning	General Plan Update, update every 10 years: Preparing a new GP will help us stay current and create a vision for the City's identity over time (current 20-yr cycle)	\$3,000,000
23	Planning / Parks	11th Avenue Park Master Plan: Enable construction of 11th Ave Park	\$300,000
24	Planning / Parks	El Caballo Park Master Plan MND: Provide environmental clearance for existing El Caballo Park Master Plan	\$125,000
25	Planning / Parks	Jesmond Dene Park Master Plan: Enable and streamline installation of improvements at Jesmond Dene Park	\$300,000
26	Planning / Parks	Mountain View Park MasterPlan: Enable and streamline installation of improvements at Mountain View Park	\$300,000
27	Planning / Parks	Rod McLeod Park MasterPlan: Enable and streamline installation of improvements at Rod McLeod Park	\$300,000
28	Planning / Parks	Washington Park Master Plan: Enable and streamline installation of improvements at Washington Park	\$250,000
29	Planning / Parks	Escondido Creek Trail Master Plan: Update/complete Creek Trail Master Plan and environmental review	\$300,000
30	Planning / Parks	Kit Carson Park Master Plan: Update KCP Master Plan including environmental review (likely EIR)	\$500,000
31	Planning / Parks	Update/Complete GDP Master Plan: Enable and streamline installation of improvements in Grape Day Park	\$300,000

\$236,175,000



STAFF REPORT

April 20, 2022
File Number 0120-10

SUBJECT

BOARD AND COMMISSION APPOINTMENTS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council ratify the Mayor's appointments to serve on the following Boards and Commissions: (terms are set to expire in the year next to each name)

Building and Advisory Appeals Board – Shir Cornblum (2024); George Khoury (2024); Scott McColl; Barry Speer (2024)

Historic Preservation Commission – James Spann (2024); Marc Correll (2024); Nicole Purvis (2024); Shantel Suarez-Avila (2024); Lisa Walker (2023); Michael Delaney (2023)

Library Board of Trustees – Carolyn Clemens (2025); John Schwab (2025)

Planning Commission – Barry Speer (2026); Carrie Mercaro (2026); David Barber (2026)

Public Art Commission – Patricia Spann (2024); Nathalie Martinez (2024); Heidi Paul (2024); Ana Marie Velasco (2024); Lynne Dillender (2023)

Transportation and Community Safety Commission – Rachael Kassebaum (2024); Bill Durney (2024); George Khoury (2024)

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

Presenter: Mayor Paul McNamara

PREVIOUS ACTION

On March 16, 2022 and March 30, 2022, the City Council conducted interviews of candidates that applied to serve on the City's Boards and Commissions.

BACKGROUND

All Board and Commission appointments will be for a term of two (2) years with the exception of the Library Board of Trustees, who serve three (3) year terms, and Planning Commission, who will serve (4) years; two appointments on the Historic Preservation Commission will be for one (1) year, due to two unscheduled vacancies and an appointment on the Public Art Commission will be for one (1) year, due to the implementation of revised term-lengths. In accordance with State law, the Mayor will nominate members for each Board or Commission and the City Council will vote to ratify those nominations.



STAFF REPORT

April 20, 2022
File Number 0430-80

SUBJECT

AMERICAN RESCUE PLAN ACT (ARPA) STATUS UPDATE

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council receive and file an update on the American Rescue Plan Act funds and provide recommendations for the use of unallocated ARPA Funds.

Staff Recommendation: Receive and File (Finance Department: Christina Holmes)

Presenter: Christina Holmes

FISCAL ANALYSIS

The American Rescue Plan Act will provide the City of Escondido ("City") one-time funding of \$38,808,509 to cover expenses in response to the COVID-19 pandemic, make up for lost revenue, and ease the overall economic impact from the pandemic. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.

PREVIOUS ACTION

On April 7, 2021, the City Council received an update on the American Rescue Plan Act and provided preliminary policy comments on the allocation of funds. On September 29, 2021, the City Council adopted Resolution No. 2021-146 and approved a budget adjustment allocating \$22,808,509 based on the initial guidelines established by the Treasury Department. The projects approved included projects that support the public health response, funding to promote and stimulate economic growth and enhance the financial stability of the City, as well as programs that support the nonprofit and local business community.

BACKGROUND

On March 11, 2021, President Joe Biden signed the American Rescue Plan Act of 2021 ("ARPA"), which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds ("CSLFRF") to state, local, territorial, and tribal governments. The City of Escondido was categorized as a Metropolitan City within the CSLFRF recipient types and was allocated \$38,808,509 based on a methodology that was



CITY of ESCONDIDO

STAFF REPORT

largely consistent with the Community Development Block Grant (“CDBG”) formula employed by the United States Department of Housing and Urban Development. The City received the first distribution equal to one-half of the total allocation (\$19,904,254.50) in July 2021 and can request the second distribution in an equal amount 12 months after the first distribution, no earlier than July 2022.

The U.S. Department of the Treasury (“Treasury”) is overseeing the CSLFRF program and distribution of funds. The intent of ARPA is to provide resources to support immediate pandemic responses, address its economic fallout, and lay the foundation for a strong and equitable recovery. Based on this foundational premise, Treasury identified four funding objectives:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

On May 10, 2021, Treasury announced the launch of the program and released “Interim Final Rules” and preliminary guidance on how these funds can be used. The Treasury identified the following five eligible categories of expenditures:

- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.

To ensure that these funds are used for their intended purposes, the ARPA and Treasury guidelines contain certain restrictions on the use of these funds. Specifically, that the funds cannot be used to make pension payments and funds cannot remain in a reserve fund.

On January 6, 2022, the U.S. Department of the Treasury issued its Final Rule, a 437-page document that implements the ARPA funded Coronavirus State and Local Fiscal Recovery Fund. It replaces the Interim Final Rule which had been in effect since May 10, 2021. The Final Rule reflects the feedback and comments made by State and Local Governments on the Interim Final Rule and has expanded the non-exhaustive list of uses that recipients can use to respond to COVID-19 and its economic impacts.

The most significant change in the Final Rule is in the Revenue Loss category. The final rule offers a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount for government services, with streamlined reporting requirements.



CITY of ESCONDIDO

STAFF REPORT

Based on the initial guidelines, in September 2021 City Council approved a list of projects totaling \$22,808,509 and earmarked funds of \$6,000,000 under the loss revenue category which can be increased to \$10,000,000 according to the January 6, 2022 final rule. The list of projects prioritized were those that would provide long-term benefits to those most impacted by COVID-19. The proposed projects include resources to support the public health response, funding to promote and stimulate economic growth and enhance the financial stability of the City, as well as programs that support the nonprofit and local business community. The recommended projects provide benefits CityWide and make strategic investments in the City's infrastructure to connect the community by improving access to schools, parks, and commerce. The following is a summary of those projects:

Project Description	Project Budget	Comments
Dispatch Center Upgrades	\$600,000	
Ambulance Gurneys	230,000	
ADA Vehicle	75,000	
Technology Upgrades	4,000,000	
Community Non-Profit Grant Program	1,500,000	
Homelessness & Business Improvements	500,000	
Business Façade Improvements Grant Program	153,509	
Economic Development & Tourism Programs	100,000	
Queen Califia Event Space	250,000	<i>Estimated project costs have increased, additional funding may be requested</i>
Economic Revitalization	400,000	
Grand Avenue Streetscape Improvements	5,000,000	
Grape Day Park	5,350,000	<i>Estimated project costs have increased, additional funding may be requested</i>
Citywide Public Access	2,500,000	
Kit Carson Amphitheater	1,000,000	
Citywide Park Improvements	500,000	<i>Estimated project costs have increased, additional funding may be requested</i>
Broadband Infrastructure	150,000	
COVID-19 City Expenses	500,000	<i>Estimated project costs have increased, additional funding may be requested</i>
Earmarked for Revenue Loss Category	6,000,000	
Total Amount Obligated	\$28,808,509	
Total Distribution of Funds	(\$38,808,509)	
Amount Remaining	\$10,000,000	



CITY of ESCONDIDO

STAFF REPORT

The following is an update on the status of these projects:

- **Dispatch Center Upgrades (\$600,000)** – Of the 11 consoles in the dispatch center, four of them are not equipped with police and fire radio equipment. On May 11, 2022, City staff will be requesting that the City Council approve the purchase of the consoles. Once approved, the procurement process will be finalized. Previously, the build-out of these workstations has taken several months to complete; therefore, we are expecting completion of this project before the end of December 2022.
- **Ambulance Gurneys (\$230,000)** – Project funds will replace the City's current inventory of 15 gurneys. The purchase has been placed; however, the gurneys are backordered with an anticipated delivery date in June 2022.
- **ADA Vehicle (\$75,000)** – Funds were allocated to purchase an ADA vehicle for transporting mobility-limited seniors to the nutrition program. The vehicle has been ordered and the delivery is anticipated in early FY2022/23. Once the vehicle is outfitted and the driver staff position filled, the program will be promoted through the City's existing nutrition and transportation program.
- **Technology Upgrades (\$4,000,000)** – The COVID-19 pandemic highlighted the vital role that technology plays in our ability to communicate to the public and ensure critical public safety activities continue, and the necessity of providing online self-serve options to enable customers to access City services. Project funds are allocated to provide the necessary technology upgrades to enable the City to continue responding to the pandemic and provide long-term benefits to customers, business, citizens, and City staff. We have procured new hardware to improve our cybersecurity defenses while providing the connectivity, security, and resiliency that the City needs to operate our municipal area network and effectively deliver digital municipal services to our community. Other enterprise technologies are moving forward and are in the process of building RFPs and conducting due diligence.
- **Community Non-Profit Grant Program (\$1,500,000)** – This program will provide funds to nonprofit organizations in the community to adopt safer operating procedures, sustain operations during periods of closure, and mitigate financial hardship resulting from the COVID-19 public health emergency. A contract has been finalized and program planning is underway with the Escondido Community Foundation to create, advertise and manage the non-profit grant program which is anticipated to launch by the end of this fiscal year. Applications will be available online.
- **Homelessness & Business Improvements (\$500,000) & Business Façade Improvements Grant Program (\$153,509)** – Funding will be used to assist business owners with property improvements and/or changes to their property with the goal of managing the surrounding environment through the strategy of Crime Prevention Through Environmental Design (CPTED). The City is finalizing the details for these two grants and will announce the notice of funds availability (NOFA) in May 2022.



CITY of ESCONDIDO

STAFF REPORT

- **Economic Development & Tourism Programs (\$100,000)** – Assistance will be provided to recover from pandemic-related losses and support businesses that have been impacted by the pandemic with future program activities to support marketing, event generation, and promotions. An RFP has been drafted and will be posted this fiscal year to solicit proposals for a social media management company to increase the visibility of Escondido as a tourist destination through influencer campaigns.
- **Queen Calafia Event Space (\$250,000)** – This project will provide funding to perform needed repairs to the sculpture and construct a new rentable event space adjacent to the Queen Calafia Magical Sculpture Garden. Due to the increased cost in building materials, (e.g. 30% increase in the cost of concrete and steel) it is anticipated that additional funding may be needed for this project. The RFP for the design of this project will be released in April 2022 and is expected to take approximately eight months to complete. A cost estimate for construction will be provided with the completed design. If costs exceed the funding available, staff will return to council to request additional funding at that time.
- **Economic Revitalization (\$400,000)** – Project funds will be used to improve the City's website and marketing efforts to provide a state-of-the-art web experience designed to grow regional visitation to Escondido and to attract businesses to the City. Funding will also be used to expedite and accelerate the City's and business community's economic recovery by supporting economic development activities and consultant expenses needed for various redevelopment efforts throughout the City. Business attraction, retention and expansion branding and marketing material has been created with the campaign efforts expected to launch in the first quarter of fiscal year 2022/23.
- **Grand Avenue Streetscape Improvements (\$5,000,000)** – Phase I, funded with a combination of Smart Growth Incentive grant funds and TransNet funds, is currently under construction with completion anticipated by the end of April 2022. ARPA funds have been designated to construct the second phase of this project that completes sidewalk widening between Maple and Juniper and constructs a traffic circle at Broadway. A survey of businesses has been completed to guide design of Phase II. City Council approval for a consulting services agreement for Phase II design is expected to be requested in Summer 2022.
- **Grape Day Park (\$5,350,000)** – This project funds completion of the Grape Day Park Master Plan, a portion of the construction costs for a new Aquatics Center and enhancements to the park to better accommodate events.
 - Master Plan and Aquatics Center: Seven proposals have been received for completion of the Master Plan and design of the Aquatics Center. City Council approval for a consulting services agreement is expected to be requested in May or June 2022. The Master Plan is



CITY of ESCONDIDO

STAFF REPORT

expected to be completed by early 2023 with the Aquatics Center design completed by the end of 2023. Feedback received from prospective consultants during the proposal phase is that the budget for the project may be insufficient to build the desired Aquatics Center. As design progresses, more information will be provided to the City Council on the anticipated costs and funding/phasing options.

- Event Space Additions: To better accommodate events, ARPA funding has been designated to build concrete pads and add electrical outlets along the lyric court, train depot and meandering sidewalk shown in the draft Master Plan. These improvements will be added to the existing Grape Day Park restroom project that is funded with Park Development fees. The restroom project and added event space design will be completed by early 2023 and be ready for bid shortly after completion of the Master Plan.
- **Citywide Public Access (\$2,500,000)** – This project includes replacement of sidewalk in key pedestrian areas and enhancement of the tree canopy. The City has created a new online process to request a tree at <https://www.escondido.org/request-a-free-tree>. In an effort to involve the community, a volunteer (expecting 100 volunteers) tree planting event is being planned for April 30, 2022, Arbor Day, during which 100 trees are expected to be planted along Mission Avenue. In addition, design for over 1,500-feet of sidewalk replacement along key walkshed areas of Ash, Citrus, Lincoln, Midway, Mission, Rose and Valley is underway. Two letters have been sent to residents regarding replacement of trees along their frontage and in response to these letters 50-homeowners have selected replacement trees. Construction of this phase is expected to begin by the end of 2022. A second tree planting volunteer effort is expected in the fall of this year.
- **Kit Carson Amphitheater (\$1,000,000)** – Funds will be used to make improvements to the amphitheater including the seating, restrooms, and stage. The Amphitheater roof replacement is scheduled to begin on May 2nd, and will take approximately 45 days to complete. This project has been slightly delayed due to availability of materials. The additional improvements will be scheduled in the Fall of 2022 to avoid conflicts with summer events at the facility including Patio Playhouse's Summer Plays in the Park season.
- **Citywide Park Improvements (\$500,000)** – Funds will be used to improve the quality of City parks through capital improvements. Staff have identified the following opportunities:
 - Westside Park Skate Spot – Due to the increased cost in building materials, (e.g. 30% increase in the cost of concrete and steel) it is anticipated that this project will at a minimum require the entire \$500,000 allocation. The RFP for the design of this project will be released in Summer 2022, with completion anticipated for Fall 2023.



CITY of ESCONDIDO

STAFF REPORT

Potential projects that would require additional funding:

- Mountain View Park – City staff received quotes to convert one multi-use tennis court to four dedicated pickle ball courts at Mountain View Park. The quotes came in much higher than expected. Estimated Project Cost: \$70,000
 - Archery Range – A location is still to be determined for an archery range; however, staff has identified Dixon Lake or Ryan Park as a potential archery range site. Estimated Project Cost: \$35,000
 - Ryan Park – Through an existing Capital Improvement Project, two to four lights and potentially a new field will be installed at Ryan Park. ARPA funding would be used to retrofit the lights on the remaining six fields to LED, so that they are consistent with the new lights being installed. Estimated Project Cost: \$675,000
 - Washington Park – The US Soccer Foundation has yet to identify a fiscal sponsor for futsal courts in Washington Park. This project would convert up to two tennis courts at Washington Park to Futsal Courts. Estimated Project Cost \$100,000 ea.
- **Broadband Infrastructure (\$150,000)** – Funds will be used to prepare a comprehensive study to identify areas that lack broadband, strategies to address those weaknesses, and identify strategies to improve connectivity and digital equity in disadvantaged neighborhoods. The RFP will be released beginning of May 2022.
 - **COVID-19 City Expenses (\$500,000)** – During FY2021/22, the City has incurred approximately \$280,000 of expenses related to the pandemic response and continues to devote resources to respond to the pandemic. Expenditures include personal protective equipment, additional cleaning of municipal parks and facilities, COVID testing of City employees, public communication efforts, and investments in public facilities to meet pandemic operational needs. An additional \$630,000 of eligible expenses have also been incurred for staff-related payroll and leave costs due to COVID-19.
 - **Earmarked for Revenue Loss Category (\$6,000,000)** – Under the Interim Final Rule, Treasury established a methodology that each recipient was required to use to calculate its reduction in revenue. Based on this stringent formula provided by Treasury, the revenue loss to the City was estimated to be \$6 million. To simplify the program, Treasury is now permitting recipients to determine the amount of revenue lost due to the pandemic either according to a formula or by electing to take a standard allowance of up to \$10 million. Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency. City staff are updating the City's Revenue Loss calculation based on the amended formula requirements in the Final Rule and will return to City Council with a recommendation for this category once finalized.



CITY *of* ESCONDIDO

STAFF REPORT

Next Steps

On August 24, 2022 after budget approval in June, Staff will return to City Council to give feedback and additional details on any requested direction to research funding programs or capital projects for a council vote. City Council will also be asked to vote to finalize the calculation on revenue recovery options based on the January 7, 2022 Final Rule guidelines. At this same meeting, Staff will provide the City Council with any new updates on approved projects with possible budget adjustments related to inflation costs.

RESOLUTIONS

A.

ORDINANCES

B.

ATTACHMENTS



CITY of ESCONDIDO

FUTURE AGENDA

5/11/2022

MAYOR MCNAMARA - ABSENT

PROCLAMATION: Water Awareness Month
PROCLAMATION - Public Works

CONSENT CALENDAR - (J. AXELROD) - \$5,000 LIBRARY INNOVATION LAB GRANT - Request the City Council Approve Resolution 2022-44 authorizing the Deputy City Manager/Director of Communications & Community Services to accept the \$5,000 California Humanities 2022 Library Innovation Lab Program grant and complete the associated budget adjustment and documents necessary to receive and spend the funding.

CONSENT CALENDAR - (J. PROCOPIO) - AWARD OF CONTRACT FOR THE CITRACADO PARKWAY, ANDREASEN DRIVE TO WEST VALLEY PROJECT

CONSENT CALENDAR - (E. VARSO) - EMERGENCY DISPATCH EQUIPMENT PURCHASE - Request the City Council to adopt Resolution No. 2022-49 and authorize the Escondido Police Department to purchase hardware, software, and installation services through approved sole source acquisition from Motorola Solutions, Inc.

CONSENT CALENDAR - (E. VARSO) - SCHOOL RESOURCE OFFICER AGREEMENT - Request the City Council to adopt Ordinance No. 2022-08 giving the Chief of Police authority to sign the School Resource Officer (SRO) Agreement and other agreements on behalf of the City.

CONSENT CALENDAR - (J. Axelrod) - BID AWARD FOR THE PUBLIC ART MASTER PLAN - It is requested that the City Council adopt Resolution No. 2022-XX awarding a bid to rrm Design Group, determined to be the most responsive and responsible bidder and authorizing the Mayor and the City Clerk to execute a Consulting Agreement in the amount of \$75,834.00 for the development of a Public Art Master Plan.

CONSENT CALENDAR - (D. SHULTZ) - TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2022 - Request the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2022.

CONSENT CALENDAR - (D. SHULTZ) - RENEW SIGNATURE AUTHORIZATIONS FOR INVESTING CITY FUNDS IN THE LOCAL AGENCY INVESTMENT FUND - It is requested that the City Council adopt Resolution No. 2022-53 that will renew authorization to invest monies not required for immediate cash flow needs in the Local Agency Investment Fund (LAIF) which is administered by the State Treasury in accordance with Section 16429.1 of California Government Code.

CONSENT CALENDAR - (D. SHULTZ) - THE CITY OF ESCONDIDO'S INVESTMENT POLICY - It is requested that the City Council adopt Resolution No. 2022-54, approving the City of Escondido's May 2022 Investment Policy.

CURRENT BUSINESS - (C. MCKINNEY) - APPROVAL TO EXECUTE A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN FOR THE LAKE

CURRENT BUSINESS - (Z. BECK) - BOARDS AND COMMISSIONS SUBCOMMITTEE UPDATE - Request the City Council receive and file an update from the Boards and Commissions Subcommittee.

CURRENT BUSINESS - (C. HOLMES) - FINANCIAL REPORT FOR THE QUARTER ENDED MARCH 31, 2022 AND BUDGET ADJUSTMENT REQUEST - It is requested that the City Council receive and file the Third Quarter Financial Report for Fiscal Year 2021/22 (Attachment 1) and adopt a Budget Adjustment (Attachment 2).

WORKSHOP - (C. HOLMES) - FISCAL YEAR 2022/23 OPERATING BUDGET BRIEFING - Request City Council provide direction regarding the Fiscal Year 2022/23 General Fund Operating Budget.

WORKSHOP - (C. HOLMES) - THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ESCONDIDO FOR FISCAL YEARS 2022/23 – 2026/27 BRIEFING - Request City Council provide direction regarding the Five-Year Capital Improvement Program for Fiscal Years 2022/23-2026-2027 Budget.

5/25/2022

PRESENTATION: Award Presentation for the Annual Water Awareness Poster Contest

CONSENT CALENDAR - (J. PROCOPIO) - APPROVAL OF THE FINAL ASSESSMENT ENGINEER'S REPORT FOR THE LMD - Request the City Council Adopt Resolution No. 2022-26 approving the Assessment Engineer's Report and the annual levy and collection of assessments for Zones 1-38 of the City of Escondido Landscape Maintenance District ("LMD") for Fiscal Year (FY) 2022/2023.

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 12.

CONSENT CALENDAR - (J. PERPETUA) - APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER SEAN P. DAVIDSON - It is requested that the City Council adopt Resolution No. 2022-XX, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Sean P. Davidson

CONSENT CALENDAR - (C. HOLMES) - ISSUANCE OF THE COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES) SPECIAL TAX BONDS - It is requested that the City Council, acting as the legislative body of Community Facilities District No. 2020-02 of the City of Escondido (The Villages) (the "District"), adopt Resolution No. 2022-XX (the "Resolution") to authorize the issuance and sale of Special Tax Bonds, Series 2022 (the "Bonds") and approve certain documents and the taking of certain other actions in connection therewith.

CONSENT CALENDAR- (A. FINESTONE)- OUT-OF-AGENCY SEWER SERVICE AGREEMENT- it is requested that the City Council adopt Resolution 2022-52 authorizing staff to process an Out-of-Agency Sewer Service Agreement for connections to the City's sewer system, and to process an Irrevocable offer of Annexation

CURRENT BUSINESS - (J. PROCOPIO) - APPROVAL OF THE LOCAL ROADWAY SAFETY PLAN FOR UPCOMING CALTRANS GRANTS