



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian 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



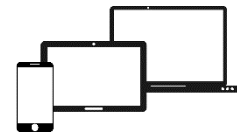
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

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, JUNE 21, 2023

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Non-Sworn Personnel Bargaining Unit
 - c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
 - d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: ECEA Unit (SUP)
 - e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)
- II. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (Government Code § 54956.9(d)(1))**
 - a. *All Persons Interested in the Matter of the Issuance and Sale of Pension Obligation Bonds*
San Diego Superior Court Case No. 37-2022-00025425-CU-PT-NC

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

Chief Vogt Retirement

PRESENTATIONS

Eagle Scout Preston Brown

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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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.



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

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

- 374237 – 374430 dated June 7, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meeting of June 7, 2023

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. FISCAL YEAR 2023-24 POLICE TOW SERVICE CONTRACTS

Request the City Council adopt Resolution No. 2023-75 authorizing the Mayor to execute Police Tow Service Contracts with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing, Inc. to provide police tow services.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

- a) Resolution No. 2023-75

PUBLIC HEARINGS

6. FISCAL YEAR 2023/24 OPERATING BUDGET ADOPTION

Request the City Council adopt Resolution No. 2023-58 approving the Fiscal Year 2023/24 Annual Operating Budget and adopt Resolution No. 2023-59 approving the Appropriations Limit (Gann Limit) for Fiscal Year 2023/24.

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

Presenter: Christina Holmes, Director of Finance

- a) Resolution No. 2023-58

- b) Resolution No. 2023-59



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

7. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2023/24 CAPITAL IMPROVEMENT PROGRAM BUDGET STATUS AND ADOPTION OF THE 2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

Request the City Council adopt Fiscal Years 2023/24 – 2027/2028 Five-Year Capital Improvement Program and the Fiscal Year 2023/24 Capital Improvement Program Budget; adopt the Regional Transportation Improvement Program for Fiscal Years 2024 through 2028; and adopt the RMRA FY 23/24 project list.

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

Presenter: Michelle Collett, Revenue Manager

- a) Resolution No. 2023-60
- b) Resolution No. 2023-73
- c) Resolution No. 2023-77

CURRENT BUSINESS

8. CHANGE ORDERS, AMENDMENT, AND BUDGET ADJUSTMENT FOR THE RECYCLED WATER EASTERLY AGRICULTURE DISTRIBUTION SYSTEM PROJECT

Request the City Council take the following actions: Adopt Resolution No. 2023-65, authorizing change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc., in the amount of \$1,897,645.76 for the Recycled Water Easterly Agriculture Distribution System Project (“Project”). Adopt Resolution No. 2023-63, authorizing a Second Amendment to the Consulting Agreement with Reilly CM, Inc., in the amount of \$1,141,434.95 for construction management services for the Project. Approve a Budget Adjustment in the amount of \$5,000,000.

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

Presenter: Angela Morrow, Deputy Director of Utilities

- a) Resolution No. 2023-65
- b) Resolution No. 2023-63



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

9. PUBLIC COMMENT POLICY

Request the City Council consider and provide direction to staff regarding the City of Escondido's ("City") current public comment policy.

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

Presenter: Zack Beck, City Clerk

10. MEMORANDUM OF UNDERSTANDING AND PUBLIC SERVICES AGREEMENT WITH ESCONDIDO COMPACT

Request the City Council adopt Resolution No 2023-76, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement and enter into a Memorandum of Understanding with Escondido COMPACT, a California nonprofit public benefit corporation, for intervention and prevention services for at-risk youth in the community.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police; Lisa Rodelo, Deputy Director of Police Support Services

a) Resolution No. 2023- 76

11. COUNTY OF SAN DIEGO HARM REDUCTION SERVICES PROGRAM

Request the City Council provide direction regarding the County's Harm Reduction Application.

Staff Recommendation: Provide Direction (Fire Department: Rick Vogt, Fire Chief; Police: Edward Varso, Chief of Police)

Presenters: John Tenger, Deputy Fire Chief; Edward Varso, Chief of Police

FUTURE AGENDA

12. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 21, 2023

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, July 12, 2023	TBD	Council Vision Workshop, <i>TBD</i>
Wednesday, July 19, 2023	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.



A F F I D A V I T S

O F

I T E M

P O S T I N G –

- **REVIEW AND ADOPTION OF FISCAL YEAR 2023/24 OPERATING BUDGET FOR THE CITY OF ESCONDIDO; AND ADOPTION OF THE APPROPRIATIONS LIMIT (GANN LIMIT)**
- **REVIEW AND ADOPTION OF THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ESCONDIDO FOR FISCAL YEARS 2023/24 – 2027/28 AND THE PROJECT BUDGETS FOR FISCAL YEAR 2023/24; AND REVIEW AND ADOPTION OF THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2023/24 – 2027/28**



CITY OF ESCONDIDO
OFFICE OF THE CITY CLERK
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4617

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on June 21, 2023 at 5:00 p.m. the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following item:

REVIEW AND ADOPTION OF FISCAL YEAR 2023/24 OPERATING BUDGET FOR THE CITY OF ESCONDIDO; AND ADOPTION OF THE APPROPRIATIONS LIMIT (GANN LIMIT)

IF YOU CHALLENGE this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to the Public Hearing.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://www.escondido.org/americans-with-disabilities-act>

ALL INTERESTED PERSONS are invited to attend said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025. Viewing of the budget document will be available on the City's website at <https://www.escondido.org/annual-operating-budget.aspx> or at the City Clerk's office prior to the Public Hearing.

For additional information, please contact the Finance Department at (760) 839-4338, and refer to the Operating Budget for Fiscal Year 2023/24.

A handwritten signature in black ink, appearing to read "Zack Beck".

Zack Beck, City Clerk
City of Escondido
June 8, 2023

Published in THE ESCONDIDO TIMES-ADVOCATE: 06/08/23



CITY OF ESCONDIDO
OFFICE OF THE CITY CLERK
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4617

Item 1.

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REVIEW AND ADOPTION OF THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ESCONDIDO FOR FISCAL YEARS 2023/24 – 2027/28 AND THE PROJECT BUDGETS FOR FISCAL YEAR 2023/24; AND REVIEW AND ADOPTION OF THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2023/24 – 2027/28

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ALL INTERESTED PERSONS are invited to attend said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025.

For additional information, please contact the Finance Department at (760) 839-4334 and refer to Five-Year Capital Improvement Program for Fiscal Years 2023/24-2027/28, OR contact the Engineering Services Department at (760) 839-4651, and refer to the TransNet Program of Projects for Fiscal Years 2023/24-2027/28.

/s/ Zack Beck
Zack Beck, City Clerk
City of Escondido
June 8, 2023

Published in THE ESCONDIDO TIMES-ADVOCATE: 06/08/23



STAFF REPORT

June 21, 2023
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers 374237 – 374430 dated June 7, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the period of June 1 – June 7, 2023, is \$2,301,688.24.

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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CLOSED SESSION

- I. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Non-Sworn Personnel Bargaining Unit
 - c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
 - d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: ECEA Unit (SUP)
 - e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)

ADJOURNMENT

Mayor White adjourned the meeting at 4:58 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

PRESENTATION

SDRP JPA Presentation

CLOSED SESSION REPORT

None.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Motion to approve items 1 through 5; item 6 was pulled for discussion by staff: C. Garcia; Second: Morasco; Approved: 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) –**
2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**
Request the City Council approve the City Council and Housing Successor Agency warrant numbers:



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

- 373548 – 373810 dated May 17, 2023
- 373811 – 374037 dated May 24, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meetings of May 17, 2023 and May 24, 2023

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. WATER, WASTEWATER, AND RECYCLED WATER TREATMENT CHEMICAL PRICE INCREASES

Request the City Council adopt Resolution No. 2023-61, directing the following actions: accept the chemical price increases and authorize the Finance Manager to execute purchase orders for the 2023/2024 fiscal year, effective July 1, 2023 through June 30, 2024; and authorize the City Manager to approve annual price increases for the remaining three, one-year options to renew, conditioned upon budget appropriations. (File Number 0470-25)

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

Presenters: Kyle Morgan, Deputy Director of Utilities Wastewater and Reed Harlan, Deputy Director of Utilities, Water

a) Resolution No. 2023-61

6. PUBLIC PROVIDER GROUND EMERGENCY TRANSPORTATION INTER-GOVERNMENTAL TRANSFER (PP-GEMT-IGT) PROGRAM

Request the City Council adopt Resolution No. 2023-62 authorizing the Escondido Fire Department to participate in the Public Provider Ground Emergency Transportation Inter-Governmental Transfer (PP-GEMT-IGT) program that was established by the legislature and Governor (AB 1705) and managed by the Department of Health Care Services; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to pay the City's proportional amount of the non-federal matching funds required by the State and Centers for Medicare and Medicaid Services (CMS). (File Number 0480-70)

Staff Recommendation: Approval (Fire Department: Rick Vogt, Fire Chief)

Presenter: Rick Vogt

a) Resolution No. 2023-62

Motion: Martinez; Second: J. Garcia; Approved: 5-0



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

WORKSHOP

7. **FISCAL YEAR 2023/24 OPERATING BUDGET WORKSHOP**

Request the City Council receive and file information regarding the Fiscal Year 2023/24 General Fund Operating Budget. (File Number 0430-30)

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

Presenter: Christina Holmes, Director of Finance

No Council Action Required.

Mark Skovorodko – Encouraged the City to place a Revenue Measure on the November 2024 General Election Ballot.

CURRENT BUSINESS

8. **2023 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY**

Request the City Council adopt Resolution No. 2023-72, approving the 2023 Comprehensive Economic Development Strategy (“CEDS”). (File Number 0600-10; A-3460)

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Jennifer Schoeneck

a) Resolution No. 2023-72

Motion: J. Garcia; Second: Martinez; Approved: 5-0

Edward Grangetto – Expressed support for this item.

FUTURE AGENDA

9. **FUTURE AGENDA**

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

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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 White adjourned the meeting at 7:10 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

June 21, 2023

File Number 0600-10; A-3563

SUBJECT

FY2023-24 POLICE TOW SERVICE CONTRACTS

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-75 authorizing the Mayor to execute Police Tow Service Contracts with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing, Inc. to provide police tow services.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

FISCAL ANALYSIS

Contracts for police tow services will include a total annual licensing fee of \$400,000. This amount will be divided by the four proposed local tow companies, resulting in a \$100,000 annual fee, per contract, payable to the City in quarterly increments.

PREVIOUS ACTION

On June 28, 2017, the City Council adopted Resolution 2017-78 authorizing the City's current tow contracts.

BACKGROUND

Under contract with the City, local tow companies provide Police towing, impound and referral services. Police tows and impounds include towing of vehicles at the direction of the Police Department where the consent of the vehicle owner is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department. Referral tows include vehicles towed by the Police Department at the request of the vehicle owner. The current contracts expire on June 30, 2023.

In April 2023, City staff requested proposals from local companies for a new contract to begin on July 1, 2023. Proposals were due on May 11, 2023, and six companies responded to the City's request, including



CITY of ESCONDIDO

STAFF REPORT

Al’s Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Johnathan’s Towing, Inc.; Quality East County, Inc.; and Tow and Transport, Inc. (dba Roadway Towing & Recovery).

Upon receipt of the responses, the Police Department established a multi-disciplinary inspection team represented by City personnel. This team conducted on-site inspections, financial record review, and evaluated submittals to determine compliance with the RFP documents. On-site inspections included evaluation of tow companies buildings and lots, and a review of vehicles listed against specific criteria listed in the RFP. All proposals were evaluated in strict accordance with the evaluation criteria set forth in the RFP.

Based on the inspections and review of the information submitted, the team recommends the following companies as the most qualified to enter into contracts:

- Al’s Towing, Inc.
- A-Z Enterprises, Inc.
- Allied Gardens Towing, Inc.
- Johnathan’s Towing, Inc.

City staff recommends council authorization today to execute contracts with each of the qualified companies. These contracts will commence on July 1, 2023 and expire on June 30, 2026. The contracts may renew for two additional one-year terms upon mutual agreement by the City and the tow companies. Contract terms will require the tow companies to submit monthly financial and rotation reports, which will provide detailed information to the City about tows performed under agreement.

If approved by your action today, the contract will also require the tow companies to make quarterly payments on an annual fee of \$400,000, divided among the companies under the contract, which will cover the costs of administering the City’s tow program contract.

RESOLUTIONS

- a. Resolution No. 2023-75
- b. Resolution No. 2023-75 Exhibit “A” Tow Services Agreement for Police Tow, Impound, and Referral Tow Services

RESOLUTION NO. 2023-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, TOW COMPANY AGREEMENTS WITH AL'S TOWING, INC.; A-Z METRO ENTERPRISES, INC.; ALLIED GARDENS TOWING, INC.; AND JOHNATHAN'S TOWING, INC.

WHEREAS, it is in the best interest of the City of Escondido ("City") to retain the professional services of most qualified organizations to provide police tow, impound and referral services for the City; and

WHEREAS, the City entered into agreements for police tow, impound and referral services on July 1, 2017, that expire on June 30, 2023; and

WHEREAS, the City desires to enter into new agreements for police tow, impound and referral services starting July 1, 2023, and ending on June 30, 2026; and

WHEREAS, the City also authorizes two additional one-year options to renew the agreements.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute police tow, impound and referral agreements with Al's Towing, Inc.; A-Z Enterprises, Inc.; Allied Gardens Towing, Inc.; and Johnathan's Towing, Inc., in substantially similar forms to Exhibit "A," attached to this Resolution and incorporated by this reference and subject to final approval as to form by the City Attorney.

EXHIBIT A
to RFP No. 23-17 – Police Tow, Impound, and Referral Tow Services



CITY OF ESCONDIDO
TOW SERVICES AGREEMENT

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

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

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

(The CITY and TOW COMPANY 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: TOW COMPANY will furnish all of the services described in Attachment A. Attachment A is attached hereto and incorporated by reference.
2. Compensation: The TOW COMPANY will pay the CITY an annual license fee of \$100,000 payable in four equal portions due on the first day of July, October, January and April during the term of this Agreement. The Compensation is calculated as the annual licensing fee of \$400,000 divided by the total number of tow companies (four) providing services. If the number of tow companies is reduced during the Term, the Compensation stated in this section shall be recalculated based on the foregoing formula at the time the number of tow companies is reduced.
3. Term and Time of Performance: Services pursuant to this Agreement shall commence on July 1, 2023. The term of this Agreement shall be from the Effective Date through June 30, 2026 (“Initial Term”). Upon satisfactory performance by the TOW COMPANY and mutual agreement by both Parties, the City shall have the option to extend the Initial Term for two additional one-year periods.

4. Performance: TOW COMPANY must faithfully perform in a proficient manner, to the satisfaction of CITY, all the work or services provided in the Description of Services.

5. Insurance Requirements.
 - a. TOW COMPANY 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 TOW COMPANY, 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) If TOW COMPANY 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 TOW COMPANY.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage*. TOW COMPANY'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 TOW COMPANY's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

- (5) *Subcontractors.* If applicable, TOW COMPANY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and TOW COMPANY shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* TOW COMPANY hereby grants to the CITY a waiver of any right to subrogation that any insurer of TOW COMPANY may acquire against the CITY by virtue of the payment of any loss under such insurance. TOW COMPANY 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 TOW COMPANY, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* TOW COMPANY 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. TOW COMPANY shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, TOW COMPANY's (i) net worth and (ii) reserves for payment of claims of liability against TOW COMPANY are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. TOW COMPANY's utilization of self-insurance shall not in any way limit the liabilities assumed by TOW COMPANY pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time TOW COMPANY executes this Agreement, TOW COMPANY 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 TOW COMPANY 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 TOW COMPANY 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 TOW COMPANY 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 TOW COMPANY to stop work under this Agreement and/or withhold any payment that becomes due to TOW COMPANY until TOW COMPANY demonstrates compliance with the insurance requirements in this Agreement.

6. Indemnification: TOW COMPANY (which in this paragraph 7 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CITY from all claims, lawsuits, damages, judgments, loss, liability, costs or expenses, including attorneys' fees, for any of the following:
 - a. Any personal injuries, property damage or death that TOW COMPANY may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by CITY, or from any dangerous condition of public property;
 - b. Any injury or death which results or increases by any action taken to medically treat any agent, employee, representative or subcontractor of TOW COMPANY; or
 - c. Any claim of liability arising out of the negligence or any acts or omissions of any agent, employee, representative or subcontractor of TOW COMPANY in the performance of this Agreement.
7. Assignment, Delegation, Subcontracting: The services of TOW COMPANY are personal to CITY, and TOW COMPANY may not assign, delegate, or subcontract any interest in this Agreement without written approval from CITY. A controlling interest in the TOW COMPANY may not be sold to, merged with, or dissolved into another company or legal entity without the advance written approval of CITY, which shall not be unreasonably withheld.
8. Independent Contractor: TOW COMPANY is CITY's independent contractor, and no express or implied agency or employment relationship is created by this Agreement. TOW COMPANY'S agents, employees, and representatives shall not be entitled to any benefits to which CITY employees are entitled.
9. Merger Clause: This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
10. Anti-Waiver Clause: None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
11. Severability: The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
12. Choice of Law: This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the Superior Court of California, County of San Diego, North County Judicial Division, located in Vista, California.
13. Multiple Copies of Agreement/Counterparts: Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
14. Provisions Cumulative: The foregoing provisions are cumulative and are in addition to, and not in limitation of, any other rights or remedies available to CITY.

15. Notices to Parties: Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party:

TOW COMPANY:

CITY:

Escondido Police & Fire Headquarters
1163 N. Centre City Parkway
Escondido, CA 92026
Attn: Tow Coordinator
760-839-4792

16. Business License: The TOW COMPANY will be required to obtain a City of Escondido Business License prior to execution of this Agreement.

17. E-Verify Participation: TOW COMPANY agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within 30 days of the execution of this Agreement to confirm employment eligibility of all of TOW COMPANY'S potential new hires. TOW COMPANY agrees and understands that E-Verify enrollment requires TOW COMPANY to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by TOW COMPANY is grounds for DHS' termination of TOW COMPANY'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for CITY'S immediate termination of this Agreement.

18. Performance Bond: TOW COMPANY must post a performance bond, with a company approved by CITY, in the amount of \$25,000, renewable each year, to assure TOW COMPANY'S faithful performance of the terms and conditions of this Agreement and any subsequent agreement to provide services for CITY. This may take the form of a bond executed by a surety company authorized to do business in the state of California, an endorsed Certificate of Deposit, or a money order or certified check drawn on a solvent bank subject to the satisfaction of CITY'S City Attorney. A faithful performance bond form is attached hereto as Attachment B and incorporated herein by this reference.

19. Termination of Agreement by the City:

- a. If the City determines that the TOW COMPANY has failed to fulfill in a timely and proper manner TOW COMPANY'S obligations under this Agreement, or that the TOW COMPANY violated any of the covenants, agreements or stipulations of this Agreement, the CITY may terminate this Agreement immediately. TOW COMPANY shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of termination, not to exceed the amounts payable hereunder, and less any damages caused CITY by TOW COMPANY'S breach.
- b. The CITY may terminate the Agreement without cause at any time by providing at least 60 days advance written notice prior to termination. If the Agreement is terminated by CITY as provided in this paragraph, TOW COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of such termination, but shall not be entitled to receive compensation for damages, lost profits, or other expectation interests.

20. Termination of Agreement by TOW COMPANY: TOW COMPANY may terminate this Agreement without cause by providing at least 90 days advance written notice to CITY and TOW COMPANY shall forfeit the entirety of the license fees paid prior to the termination. TOW COMPANY agrees that CITY reserves the right to add a new company to provide services if any tow company terminates pursuant to the provisions of this paragraph.
21. Tow Company Errors and Omissions: In the event that CITY determines that the TOW COMPANY's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors, omissions, TOW COMPANY shall reimburse CITY for additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under other provisions of this agreement.
22. Ownership, Publication, Reproduction and Use of Material: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of CITY. No such materials or properties produced in whole or in part under such an agreement shall be subject to private use, copyrights or patent rights by TOW COMPANY in the United States or in any other country without the express written consent of CITY. CITY shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an agreement.
23. Tow Company Not Authorized to Represent CITY: Unless specifically authorized in writing by CITY, TOW COMPANY shall have no authority to act as CITY's agent to bind CITY to any contractual agreements whatsoever.
24. Promise Not to Acquire Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that TOW COMPANY will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Political Reform Act.
25. Duty to Advise of Conflicting Interests: Regardless of whether TOW COMPANY is designated as an FPPC Filer under the California Government Code, TOW COMPANY further warrants and represents that the TOW COMPANY will immediately advise CITY if TOW COMPANY learns of an economic interest of TOW COMPANY which may result in a conflict of interest for the purpose of the Political Reform Act, and regulations promulgated there under. If necessary, CITY will provide a referral to independent legal counsel who can assist the TOW COMPANY with determinations regarding possible conflicts of interest.
26. Specific Warranties Against Economic Interests: TOW COMPANY warrants and represents that neither TOW COMPANY, nor TOW COMPANY's immediate family members, nor TOW COMPANY's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of CITY-initiated towing and impound services.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

TOW COMPANY

Date: _____

Signature

Name and Title (please print)

(The above signatures must be notarized)

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 to Tow Services Agreement
Description of Services

1. Tow Services

TOW COMPANY will provide tow services as described herein. The right of any individual involved in a non-criminal traffic collision to call the tow company of their own choosing shall not be infringed upon except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety or in cases where the individual is incapacitated and unable to make a decision.

2. Rotation

CITY will establish a weekly rotation of companies providing tow services ("Rotation"). Each tow company participating will receive allocations of like periods in sequence in accordance with a schedule developed by the CITY.

3. Tow License Fee

CITY shall retain the right to impose alternative forms of taxes and/or fees in the event that the tow license fees are no longer assessable due to a subsequent change in federal, state or local law.

4. Definitions

- a. "Case Numbers" means case numbers assigned by the CITY when a tow is initiated by the Police Department.
- b. "Manager" means an employee or an Owner of TOW COMPANY that manages operations and is invested with a certain amount of discretion and independent judgment.
- c. "Owner" means any person owning a controlling interest in TOW COMPANY.
- d. "Operator" means an Owner or employees of TOW COMPANY whom operate a tow truck.
- e. "Police Initiated Tows" means the towing of vehicles at the direction of the Police Department where the consent of the vehicle owner to tow the vehicle is not required under existing law, including the towing of motor vehicles which are illegally parked, abandoned, are evidence of a crime, or are otherwise subject to the authority of the Police Department.
- f. "Referral Tows" means the towing of a vehicle by the Police Department at the request of the vehicle owner.
- g. "Securely Transport" means making sure that the vehicle's front wheels are secured on a wheel lift correctly and/or all four tires are chained/secured on a car carrier.

h. "Tow Truck Inspection Guide" shall mean the Tow Truck Inspection Guide CHP 234B.

5. Tow Company Requirements

- a. TOW COMPANY shall comply with all provisions of the California Labor Code, and all applicable federal, state, and local laws.
- b. TOW COMPANY shall be responsible for all acts of their employees while those employees are performing services for CITY.
- c. TOW COMPANY shall have a minimum of three verifiable year's for-hire towing experience in order to qualify for the Rotation. Either an owner or a full time Manager continually employed by TOW COMPANY must possess three verifiable years for-hire tow experience, as an owner, principal or full time Manager. Verification of eligibility shall be determined by the CITY. A change in Manager shall suspend the Agreement until a subsequent Manager is hired and the CITY verifies the Manager's prior for-hire towing experience.
- d. TOW COMPANY shall require all new owners, Operators and Manager's involved in the physical act of providing towing services be fingerprinted (via Live Scan) for the purpose of a criminal background check.
- e. TOW COMPANY shall notify the CITY immediately upon a Manager's or Operator's separation from the company.
- f. Any TOW COMPANY Owner, Manager or Operator who separates from the TOW COMPANY, in excess of one year, shall be fingerprinted for the purposes of conducting a criminal history regardless of prior criminal history clearances.
- g. TOW COMPANY shall maintain a current list of Operators.
- h. TOW COMPANY shall have a Carrier Identification (CA) number and a valid Motor Carrier Property ("MCP") permit. The MCP documentation shall be provided to the CITY. Expiration of a TOW COMPANY'S MCP and/or suspension of the MCP pursuant to Section 34623 CVC, shall result in the immediate suspension of the TOW COMPANY, as well as additional disciplinary action which may be imposed by the CITY.
- i. TOW COMPANY and its employees are independent contractors and are not agents or employees of CITY. It is acknowledged that an Operator's performance and demeanor may reflect either positively or negatively on CITY. Accordingly, TOW COMPANY employees must refrain from acts of misconduct including but not limited to:
 - 1. Rude or discourteous behavior;
 - 2. Lack of service or refusal to provide service to the public;
 - 3. Any act of sexual harassment or sexual impropriety;
 - 4. Unsafe driving practices;

5. Exhibiting any objective symptoms of alcohol or drug intoxication or abuse; and
 6. Failure to report any violation of the terms of the Agreement.
- f. TOW COMPANY shall ensure Operators responding to calls for service are competent and have completed all training programs required in Section 7 below.
 - g. TOW COMPANY shall maintain enrollment in a controlled substance and alcohol testing ("CSAT") program and shall ensure each Operator participates in the program. TOW COMPANY shall notify CITY if an Operator receives a positive result on any substance abuse or alcohol testing.
 - h. TOW COMPANY shall notify the CITY of any arrest and/or conviction of an Operator, Manager or owner prior to the beginning of the next on duty Rotation. Failure to make notification may be cause for disciplinary action.
 - i. TOW COMPANY shall provide Operators with uniform attire that consists, at a minimum, of a collared shirt. The collared shirt shall conspicuously identify the TOW COMPANY. Additionally, the shirt shall have the first initial and last name of the Operator embroidered above the right breast pocket. The company-issued uniform shall be kept clean and in good repair.
 - j. TOW COMPANY must establish a training policy and procedures for Operators that encounter vehicles with potential blood borne pathogens. This includes a checklist of equipment to be on each tow truck and at the storage facility.
 - k. TOW COMPANY shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in TOW COMPANY's possession, directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.
 - l. TOW COMPANY shall efficiently process claimants' requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one hour of the time a claimant arrives at the TOW COMPANY's business office/storage yard.
 - m. All invoices for towing and impounds shall be clearly itemized by charge or fee type and must include Case Numbers to track billing. Disputes associated with Police Initiated Tows that cannot be satisfactorily resolved by the parties involved shall be adjudicated by CITY. At times there will be releases stating "Bill at CITY Rate." TOW COMPANY agrees that this CITY Rate is one-half of the tow rate plus \$2 per day for storage.
 - o. TOW COMPANY employees shall not be offered nor accept gratuities pursuant to CVC Section 12110(a).
 - p. The CITY may inspect all TOW COMPANY records relating to compliance with this Agreement without notice during normal business hours. TOW COMPANY shall permit the CITY to make copies of business records at their place of business or

remove business records for the purpose of reproduction. The CITY shall provide a receipt for any record(s) removed from the place of business.

- q. TOW COMPANY shall maintain business records for a period of three years, plus the current term of this Agreement and make them available for inspection.

6. Charges and Fees

- a. TOW COMPANY shall be authorized to, and responsible for, collecting applicable towing and impound charges prior to releasing a vehicle.
- b. A complete schedule of the maximum charges and fees that contracted TOW COMPANY is authorized to collect from consumers for towing/storage and referral services rendered under the Agreement is attached hereto as Attachment C and incorporated herein by this reference. Rates may be reviewed annually by CITY for possible changes to the rates on the fee schedule.
- c. Attachment C shall be posted in a conspicuous place at all locations where TOW COMPANY does business and in every tow truck for consumer viewing. This posting shall also include all instructions necessary for consumers to affect an after-hours vehicle release.

7. Tow Truck Operators

- a. Operators shall be at least 18 years old and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- b. Operators shall have on their person a CITY issued identification badge at all times when performing a service required under this agreement. The identification badge shall bear the Operator's name and picture. Each Operator will have a training and background check completed by the City of Escondido Police Department prior to issuance of a badge.
- c. Operators shall be properly trained and qualified to perform all work undertaken by or assigned to them. TOW COMPANY shall develop a base line Operator qualification sheet for new Operators. The qualification sheet shall be completed prior to the Operator going into service alone. Each Operator must initially complete a certified California Tow Truck Association ("CTTA") course or equivalent [not American Automobile Association ("AAA")] and must submit certification of training every five years. TOW COMPANY must provide CITY with all current training received by each Operator.
- d. All Operators and Managers shall enroll and successfully complete the Pull Notice Program through the Department of Motor Vehicles. Enrollment of Operators is the responsibility of TOW COMPANY and must occur before an Operator may receive a CITY issued identification badge. Pull Notices shall be kept on file and be made available upon request of the CITY.
- e. Each medium/heavy duty Operator must initially complete a certified CTTA, WreckMasters or equivalent course (not AAA) certifying them as a medium or heavy duty tow truck Operator and must submit certification of training every five years.

Medical exam must be kept current according to DMV standards in order to operate a medium or heavy duty tow truck.

- f. Operators must wear their respective uniform and a CITY issued identification badge. Non-employees of TOW COMPANY may not respond to a CITY call for service under this Agreement.
- g. Operators shall maintain a professional standard of personal appearance and hygiene and shall wear appropriate personal protective and safety equipment.

8. Tow Trucks

TOW COMPANY shall maintain all applicable and valid permits for each tow truck in service. TOW COMPANY must maintain documentation on file that demonstrates that all tow trucks in its fleet have passed a California Highway Patrol ("CHP") tow truck safety inspection in the last twelve months. Copies of the inspection sheets must be provided to the CITY within five days of the inspection.

- a. Tow trucks not passing inspections or meeting the requirements of this Agreement will immediately be removed from Rotation. Tow trucks will return to Rotation once they have passed a re-inspection by the original inspecting agency.
- b. TOW COMPANY must own and operate a minimum of five trucks including:
 - 1. Two Class A Wheel lifts rated at 14,500 Gross Vehicle Weight ("GVW") with twin cable hydraulic boom rated at one ton or greater;
 - 2. Two Rollback rated at 19,501 GVW;
 - 3. One Medium Duty Wheel lift with a GVWR of at least 33,000 pounds with twin cable hydraulic boom rated at one ton or greater. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. All Class B tow trucks with a GVWR of less than 33,000 pounds currently approved by CHP and owned by the same TOW COMPANY shall remain on the rotation tow list until June 30, 2026;
 - 4. TOW COMPANY may maintain a three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle;
 - 5. Tow trucks demonstrating a functional equivalency to any or all of the requirements listed above may be substituted upon receipt of written approval by CITY.
- c. Each truck shall have a maximum 8,000 pound capacity winch that is power driven by power takeoff from transmission, in both directions, and equipped with safety dogs or an adequate braking system. Winches must be fitted with a minimum of 100 feet of cable for recovery tasks. Roll back car carriers must be fitted with a minimum of 50 feet of cable;

- d. Each truck shall be equipped with lighting systems as required by California Vehicle Code ("CVC") Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110;
- e. TOW COMPANY shall maintain three sets of dollies for use by tow trucks providing services to CITY. CITY requires that each tow truck carry its own set of dollies. TOW COMPANY shall have a front wheel motorcycle dolly that must be stored at their yard and not off-site.
- f. Additional Equipment. Tow trucks must be equipped with the miscellaneous equipment required by CVC Section 27700 and have on file a current Tow Truck Inspection Guide certificate of compliance issued by the California Highway Patrol. Each truck must also be equipped with red flares, lanterns or reflectors, hand tools (screw drivers, pliers, ratchet and sockets, crescent wrenches and metric and standard lug wrenches), bolt cutters, six foot crowbar, rope, broom, shovel, dustpan, fire extinguisher (dry chemical type), utility flood lamps, portable red taillights and stoplight for towed vehicles, equipment for opening locked vehicles, safety snubber chains and a trash can with absorbent material (i.e. Socks, pads, organic material) and a miscellaneous accident debris box. Hand tools shall remain with each authorized Tow Truck and not be dependent on Operator's personal tool box. Equipment shall not be borrowed from another truck in order to pass inspection.
- g. Safety Chains: Safety chains shall be rated at no less than the rating specified by the original equipment manufacturer. Two safety chains shall be used for each vehicle being towed. The safety chains will be securely affixed to the bed frame or wrecker boom, independent of the towing sling, bar, hitch, wheel lift, or under-lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps. Vehicles being transported on slide back carriers shall be secured by four tie down chains or straps independent of the winch or loading cable. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- h. Identification: Each truck responding to requests for Police Initiated Tows shall, on both sides of the vehicle, conspicuously bear the company name, local address and local phone number(s) in lettering that complies with CVC Section 27907.
- i. Radio Communications: Each truck responding to requests for Police Initiated Tows shall be equipped with radio communications equipment capable of effecting two-way radio communications between the truck and the TOW COMPANY's dispatching operation. Citizens band radios shall not be used to meet this requirement.
- j. Inspection Guide: TOW COMPANY must provide a completed Tow Truck Inspection Guide completed by the California Highway Patrol or authorized CITY official for each tow truck.
- k. Each tow truck responding to a request for Police Initiated Tows shall be well maintained and clean on the exterior and interior and should reflect a professional image.

9. Vehicle Storage & Office Hours

Each TOW COMPANY must have and maintain exclusive use of a storage yard and business office facility. The business office and storage facility must be located in the same location, be a reasonable distance from public transportation, and be within CITY limits. No secondary yards will be allowed for storage. All business records of the TOW COMPANY relating to the awarded contract shall be maintained at the business office location and should include the length of time the storage yard and business office has been operational at that location.

- a. TOW COMPANY'S place of business shall have a sign which clearly identifies it to the public as a tow service. Business hours shall be posted in plain view to the public. Place of business shall be sufficiently staffed to allow customers to talk face-to-face with a TOW COMPANY'S owner, Manager or employee during normal business hours.
- b. TOW COMPANY shall keep business hours from at least 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- c. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.
- d. Storage facilities must comply with the following:
 - i. Minimum Storage Space: The storage yard must be a minimum of 20,000 square feet to accommodate 120 vehicles. This space is exclusive of other storage areas the tow company utilizes for storage of vehicles that are not Police Initiated Tows.
 - ii. TOW COMPANY must have secured inside storage capable of storing four full sized vehicles or pickup trucks, two of which must be independently secured (i.e. Sea-Containers or similar facility) capable of being locked and that are not accessible to employees of TOW COMPANY and the public.
 - iii. The storage yard must be completely enclosed with a six foot high security fence with poles that are no further apart than eight feet wide and embedded in concrete. Construction of the fence and gates must be of sufficient construction to prevent entry into the storage area of unauthorized persons or vehicles.
 - iv. Vehicles and their contents must be kept safe from pilfering in the storage lot and must be screened from view from street level. All vehicles towed or stored pursuant to this Agreement must be kept within the confines of the storage lot.
 - v. The storage yard should be comprised of a surface that remains free from mud, pools of water, debris or other elements that would be harmful to stored vehicles or persons viewing the vehicles. Examples of an acceptable surface would be concrete, asphaltic concrete, or a similarly durable surface.

- vi. Examination/Hazardous Waste Areas: Within the storage lot there must be two designated areas that are paved and sealed adequately to prevent runoff and/or percolation of liquid waste, on which to inspect and store vehicles leaking fluids.
- vii. The first area will be at least 400 square feet and sufficient to place two vehicles perpendicular to each other for inspection and/or overhead photography. This area must be flat.
- viii. The second area shall be at least 600 square feet and sufficient to hold six (6) vehicles at any one time. The second area shall not be used for general vehicle storage, but left open for immediate use for vehicles leaking fluids.
- ix. TOW COMPANY shall have on file a written policy and method of hazardous waste recovery and disposition approved by the Escondido Fire Department.
- x. The tow yard shall have available a forklift capable of lifting and positioning vehicles onto the inspection pad, and/or in the Sea-Containers.
- xi. There must be adequate lighting, and all yard and office construction must comply with applicable laws including, but not limited to, building codes, fire codes and zoning **regulations. The following minimum lighting standards per 10,000 square feet apply unless local zoning or other regulations dictate increased or diminished lighting requirements:**
- xii. Four 300 Watt incandescent medium-wide flood lights;
- xiii. Three 300 Watt quartz halogen lights;
- xiv. Additional storage space must be lighted at the above ratio. Storage yards with less than 10,000 square feet must meet the above minimums. TOW COMPANY must meet all municipal code requirements for lighting; and
- xv. The storage yard shall have commercial grade 24-hour video surveillance coverage of all storage areas and access points, shall retain 60 days of video and shall have a commercial alarm system.

10. Stored Vehicles

- a. During regular business hours, TOW COMPANY shall, except as restrained in paragraph 10.b. below, make vehicles stored at the request of CITY available to the vehicle's registered owner or a person who can be verified to be the registered owner's agent, for the purpose of removing property from the vehicle. TOW COMPANY must also allow insurance agents, insurance adjusters, or representatives of an automotive repair business access for the purpose of estimating or appraising damages. An employee of TOW COMPANY shall escort and be on scene during the removal of property or during an insurance inspection.
- b. Vehicles impounded by CITY for investigative purposes shall be held separately in a secured non-public area on TOW COMPANY's property until the vehicle is released by order of the CITY. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed

by CITY. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of TOW COMPANY and the Peace Officer or Evidence Technician removing such property.

11. Response Times

TOW COMPANY shall respond to calls 24 hours per day, seven days per week and must respond to calls for service from within the City limits (unless there is a request for a medium or heavy-duty truck that has to respond from a greater distance). The responding tow truck must arrive with the appropriate equipment at the requested location within the City of Escondido within 30 minutes and daily response time shall average 20 minutes or less. CITY shall identify the appropriate equipment during the initial call for service. Response time is computed from the time the police dispatcher notifies TOW COMPANY until the tow truck arrives on scene. TOW COMPANY may inform the police dispatcher within five minutes of the initial call for service if, for any reason, it cannot respond within the required 30-minute limit. If notified within five minutes of the originating request for service, dispatcher will contact the next TOW COMPANY on the rotation. Unless TOW COMPANY contacts the police dispatcher within five minutes to waive the call for service, a failure to respond to a towing call within 30 minutes or to exceeding the 20-minute average response time for any day, shall be grounds for disciplinary action.

12. On-Scene Duties

Upon arriving on-scene to remove any of the vehicles, TOW COMPANY's Operators shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:

- a. Operators shall make every reasonable effort to comply with direction provided by the officer-in-charge.
- b. Operators shall always wear their reflective safety vest. An Operator arriving at the scene, providing service or towing a vehicle must display an oscillating, flashing or rotating amber light. No other color may be used. The emergency light must be discernible from the front and back of the truck for at least 500 feet.
- c. Operators shall be responsible for verifying the peace officer's damage assessment for each vehicle towed as a police impound, and shall sign the CHP 180 form.
- d. Operators shall be responsible for removing and appropriately disposing of collision-related debris from the public right-of-way at the time of the tow to ensure public safety. Additionally, if manual street sweeping is needed, TOW COMPANY is to provide this service.
- e. Operators may make any emergency alterations reasonably required to safely move and/or tow vehicles.
- f. Operators shall carry and provide Customer Satisfaction/Complaint Forms to customers upon request.

- g. Operators shall not photograph or otherwise electronically record any accident or crime scene without the expressed permission of the CITY.
- h. After removing a vehicle from the public right-of-way or private property, Operators shall securely transport that vehicle.

13. Collateral Services

- a. TOW COMPANY shall, at the request of CITY, move, tow away and impound motor vehicles which are, under the authority of the California Vehicle Code or Escondido Municipal Code, declared by CITY to be: illegally parked, abandoned, involved in a traffic collision and constitute an obstruction of traffic, involve Operator negligence, we impounded pursuant to a lawful arrest and/or have some other evidentiary value
- b. The Operator engaged to remove a disabled vehicle from the scene of an accident shall remove all liquid, glass and debris deposited upon the roadway as a result of the incident involving the disabled vehicle that is to be towed.
- c. CITY may occasionally require the removal of inoperable CITY vehicles within CITY limits and tow such vehicles to the appropriate CITY facility. Such services will be provided by TOW COMPANY at no charge for vehicles similar to a one-ton pickup and smaller. TOW COMPANY shall charge CITY a fixed rate for larger vehicles, as determined by the Escondido City Council.
- d. TOW COMPANY, at CITY's request, shall remove and impound up to 10 vehicles per week from private property or from the public right-of-way, which are declared abandoned by CITY. Such services will be provided at no cost to CITY. CITY will make reasonable attempts to remove abandoned vehicles between the hours of 6 a.m. and 10 p.m.
- e. TOW COMPANY shall respond to a non-injury accident scene to clean-up debris from the vehicles on scene.

14. Reporting Requirements

- a. TOW COMPANY shall keep and maintain records of each vehicle towed at the request of the CITY for the duration of the contract period. These records shall be recorded on a monthly rotation report ("Monthly Report") in a form and manner approved by the CITY.
- c. CITY shall have the right to inspect and audit, without prior notification, TOW COMPANY records at reasonable times during normal working hours to determine compliance with these record-keeping requirements.
- c. TOW COMPANY shall submit the Monthly Reports to the CITY no later than the fifteenth day of each month. Monthly Reports shall cover services rendered during the preceding month. Vehicles being held over from the previous month must be included on the Monthly Report as part of the inventory until such time as the vehicle is subject to a lien, released or junked.

- d. TOW COMPANY shall submit a quarterly financial report to the CITY on October 1st, January 1st, April 1st and July 1st of each quarter through the term of the Agreement (“Quarterly Report”). The report submitted on July 15th each year shall also include an annual summary of all items reported for the previous fiscal year. Quarterly Reports must be in a computer-generated format acceptable to CITY.

15. Audit and Inspection of Records

TOW COMPANY shall, during normal business hours, make all records, equipment and storage facilities available for periodic, unscheduled inspection by CITY. Records shall include TOW COMPANY’s financial statements.

16. Negligent Vehicle Impound Program (“NVIP”) Fees

The CITY will be responsible for collection of NVIP fees.

17. Insurance

In addition to the insurance requirements addressed separately in this Agreement, TOW COMPANY shall maintain minimum insurance at the following levels:

- a. Uninsured Motorist – Legal minimum, combined single limit.
- b. On-hook Coverage / Cargo – Insuring the vehicle in tow with limits based on the size of the tow truck.
 - 1. Class A tow truck - \$50,000;
 - 2. Class B tow truck - \$ 100,000;
 - 3. Class C tow truck - \$ 200,000; and
 - 4. Class D tow truck - \$ 250,000.
- c. Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
- d. Garage Keeper’s Liability – Shall be the same as on-hook coverage for vehicles in the care, custody and control of the TOW COMPANY in the storage yard.
- e. Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) – Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B and C shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

18. Impounded Vehicles

- a. TOW COMPANY shall provide vehicle release services on a twenty-four-hours-a-day, seven-days-per-week basis. Any vehicle release effected outside the hours of 8 a.m. to 5 p.m. Monday through Friday (including legal holidays), is subject to the after-hours release fee contained in the CITY Council approved Fee Schedule.
- b. TOW COMPANY shall not release any vehicle impounded as the result of a Police Initiated Tow unless the claimant presents a valid, CITY-issued Vehicle Release Form, current registration, proof of insurance and an Impound Vehicle Payment Receipt. The CITY will determine which impounded vehicles require such releases. TOW COMPANY is responsible and liable for the release of any vehicle without a Vehicle Release Form. All vehicle lien sales must fully comply with California Civil Code Section 3072, and this agreement. In addition to any other provision of state or local law, TOW COMPANY agrees to comply with the following the lien sale of any vehicle:
 1. Remove and destroy the vehicles' license plates by cutting them in two pieces.
 2. Within five days of the sale, submit a completed "Notice of Release of Liability" form to the Department of Motor Vehicles.
 3. Within 10 days of the sale, submit the two pieces of the destroyed plates to the CITY along with the copy of the "Notice of Release of Liability" form for each destroyed plate.
- c. If TOW COMPANY fails to perform any provision of paragraph 17.b. above, TOW COMPANY shall be liable to CITY in the amount of \$500 per violation.
- d. Repair and Alteration of Impounded Vehicles. TOW COMPANY shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the vehicle's registered owner, the registered owner's insurance carrier or a verifiable agent of the owner or insurance carrier unless necessary to tow the vehicle.
- e. Damage to Vehicle While in TOW COMPANY's Possession. CITY will provide a California Highway Patrol 180 Impound and Storage forms to Operators for police tows and impounds. TOW COMPANY shall be responsible for any damage occurring to the vehicle while in its sole possession and, therefore, damage not recorded on the CHP 180 damage assessment will be considered TOW COMPANY's responsibility. TOW COMPANY shall indemnify CITY for any and claims or lawsuits pertaining to damage which occurs to the vehicle after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows.
- f. Loss of Property While in TOW COMPANY's Possession. TOW COMPANY shall be responsible for all property belonging to that vehicle as identified by the content inventory and the CHP 180 form. Loss of property which occurs after TOW COMPANY has arrived at the scene, or which occurs during Referral Tows will be the sole and undisputed responsibility of TOW COMPANY.

19. Complaint Procedure

- a. All Customer Satisfaction/Complaint Forms as well as any other verbal or written complaints received by TOW COMPANY or initiated by CITY will be forwarded to the Traffic Sergeant of the Escondido Police Department Traffic Bureau and shall be investigated in a fair and impartial manner.
- b. The Traffic Sergeant or his/her designee will review, investigate, and adjudicate all complaints regarding Police Initiated Tows, related disputes, and customer complaints regarding the quality of service being provided by TOW COMPANY as measured by compliance with the terms and conditions of this Agreement, when appropriate.
 1. TOW COMPANY shall cooperate with the Escondido Police Department investigators during the course of an investigation. Should the filing of criminal charges be a possibility, the Escondido Police Department shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.
 2. At the conclusion of the investigation of the complaint, applicable parties will be notified in writing of the outcome and any disciplinary action to be taken, notwithstanding any limitations on the release of such information pursuant to California Penal Code sections §§ 832.5, 832.7, and 832.8, *et seq.* and California Evidence Code §§ 1043 through 1047.

20. Disciplinary Action

The CITY's Chief of Police may take disciplinary action against a TOW COMPANY for violations of this Agreement. TOW COMPANY agrees that failure by the any member of their respective organization, or their agent, to comply with the terms and conditions of this Agreement shall be cause for disciplinary action. Violations of this Agreement will be investigated and a disposition determined by the Chief of Police or his/her designee.

- a. The following will be used as a guide for action against an Operator for minor violations investigated and verified as true:
 1. 1st Violation - Written Reprimand
 2. 2nd Violation Within 12 Consecutive Months – 1 to 30 day rotation suspension
 3. 3rd Violation Within 12 Consecutive Months – 1 to 60 day rotation suspension
 4. 4th Violation Within 12 Consecutive Months – 1 to 90 day rotation suspension or termination for cause.
- b. CITY's Chief of Police may suspend any Operator or TOW COMPANY if in his or her judgment the Operator or TOW COMPANY's conduct poses a danger to public safety, or there is evidence of criminal conduct, or if such conduct constitutes a gross violation of the terms and conditions of this Agreement. The suspension would remain in effect until the investigation is completed and a final disposition is reached. Dispositions may include termination of Agreement.
- c. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating ("FAWR"), rear axle weight rating ("RAWR"), maximum tire weight ratings, or not maintaining 50% of the tow truck's laden front axle weight on the front axle when in tow.

- d. Any conviction of an employee of the TOW COMPANY involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude shall be cause for suspension or removal of an an employee, or denial of an Operator’s application, or termination of the Agreement.
- e. A TOW COMPANY shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the TOW COMPANY’S possession.
- f. A violation of the equipment requirement, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the CITY has inspected the equipment and concluded the TOW COMPANY is in compliance.
- g. Any unsatisfactory terminal evaluation rating issued by the Motor Carrier Safety Unit (“MCSU”) shall be cause for suspension. The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the CITY.
- h. Allowing an incompetent Operator to respond to a call shall be cause for disciplinary action of the TOW COMPANY.

21. Appeals

All actions involving this Agreement may be appealed to CITY’s Chief of Police within ten business days of written notification of disciplinary action. If requested, CITY shall schedule a hearing as soon as practical. When an appeal is filed, CITY shall make a determination whether to stay any disciplinary action based on the issues, facts and severity of the underlying violation. The hearing shall be conducted by the Chief of Police or his designee and the TOW COMPANY shall be entitled to present testimony and all relevant facts. Except for rules of privilege or other constitutional rights, the California rules of evidence may be used when considering introduction of any evidence. The decision of CITY’s Chief of Police may be appealed to the CITY’s City Manager within ten business days after written notification of the decision of CITY’s Chief of Police. The City Manager or his designee may schedule a second hearing or may review the administrative record before reaching a decision. The decision of CITY’s City Manager is final, and there is no further administrative remedy available. Failure to file a written appeal within ten days of notification, shall constitute a waiver of all appeal rights and the decision is final.

22. CITY Department Errors and Omissions

When any vehicle has been ordered towed by CITY and it is established that the tow was in error through a mistake of fact, TOW COMPANY shall release the vehicle to its registered owner or another legitimate claimant at no cost. If an error by CITY results in a vehicle being stored longer than it can reasonably be determined that it should have been, TOW COMPANY shall release the vehicle to the claimant, and bill the claimant only those storage charges that would have accrued if no error had occurred. In the case of erroneous towing, TOW COMPANY shall charge CITY 50% of the Basic Tow rate. In the

case of erroneous extended storage, TOW COMPANY shall charge CITY \$2.00 per day for storage charges beyond the claimant's responsibility. However, if CITY can reasonably establish that the circumstances resulting in the error were beyond the control of CITY, neither CITY nor the claimant shall be liable for such charges.



Attachment B to Tow Service Agreement
Faithful Performance Bond

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and [Tow Company/Principal], a [Entity Type] ("Principal"), have entered into that certain Tow Service Agreement dated [Effective Date of Agreement] ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to provide police tow, impound, and referral tow services for the City on a rotational basis

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

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of twenty-five thousand dollars and zero cents (\$25,000), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

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

APPROVED AS TO FORM:

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

BY: _____

Attachment C to Tow Service Agreement
Tow Fee Schedule
Fiscal Year 2023-2024

Basic Tow*	\$ 245.00
Medium Duty**	\$ 280.00
Heavy Duty	\$ 345.00
Labor Rate per Hour – Basic***	\$ 160.00
Labor Rate per Hour – Medium	\$ 200.00
Labor Rate per Hour – Heavy	\$ 245.00
After Hour Gate Fee	\$ 120.00

Outside Storage – Daily	\$ 65.00
Inside Storage – Daily	\$ 70.00
Police Tows to Junk	\$ 38.00
City Vehicles w/in County****	\$ 140.00
Negligent Vehicle Impound Fee	\$ 180.00
Stolen Vehicle Recovery Fee Release to Responsible Official or Agent – Impound Fee	\$ 140.00 per vehicle
Stolen Vehicle Recovery Fee Release to Responsible Official or Agent – Storage Fee (per day)	\$ 10.00

*Basic Tow Fee is for first hour of service.
** Medium Tow Fee is for vehicles one ton and over.
***Labor per hours is for the hours following the basic tow.
****City Fee for vehicles over one ton in city limits, and any tow outside city limits.



STAFF REPORT

June 21, 2023
File Number 0430-30

SUBJECT

FISCAL YEAR 2023/24 OPERATING BUDGET ADOPTION

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-58 approving the Fiscal Year 2023/24 Annual Operating Budget; and adopt Resolution No. 2023-59 approving the Appropriations Limit (Gann Limit) for Fiscal Year 2023/24.

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

Presenter: Christina Holmes, Director of Finance

ANALYSIS

The proposed FY2023/24 Annual Operating Budget document can be viewed on the City's website at: <https://www.escondido.org/annual-operating-budget>.

On May 17, 2023, City Council received the Preliminary Fiscal Year 2023/24 General Fund Operating Budget. Operating revenue has not kept pace with the growing costs of providing City services, and as a result, the General Fund long-term financial plan has projected annual deficits creating a structural budget deficit. To address this projected shortfall, the City has maintained a hardline on expenditures and staff are continuously seeking measures that ensure efficiency, while enhancing basic operations. Revenue-generating opportunities have also been explored that include an evaluation and update to the City's fee schedule for specific services and the formation of the Services Community Facilities District. In addition to implementing cost saving measures and pursuing revenue-generating opportunities, since the Great Recession, the City has controlled costs by annually deferring maintenance and capital project costs. Despite all of these measures, and the City's efforts to fund projects with grants and other sources of one-time funds, it has not been enough to meet growing costs and demand for services.

To address the predicted structural budget gap for the upcoming fiscal year, Departments were directed to submit their FY2023/24 General Fund operating budget at the same level as the prior year, FY2022/23, where possible. Once all revised General Fund budgets were submitted to the Finance Department, and a summary of projected revenue and expenditures was prepared, the General Fund operating budget projected a net operating deficit of \$11,295,840.



CITY of ESCONDIDO

STAFF REPORT

In order to continue to provide core City services including Public Safety, Public Works, Community Services, and Development Services, staff made recommendations to close the deficit that include a combination of using reserve balances as well as deferring major purchases to future years. The following is a summary of those adjustments:

Beginning General Fund Deficit	(\$11,295,840)
Use of Reserves – Section 115 Pension Trust	1,500,640
Deferred Replacement of Vehicles	1,148,800
Use of Reserves – Fleet Fund	3,610,070
Use of Reserves – General Liability Fund	2,995,840
Historical Cost Savings Reduction	600,000
Use of One-Time Sources of Funds – American Rescue Plan Act Funds	1,440,490
Total Reductions to the FY2023/24 Budget	\$11,295,840

Until revenue is increased on an ongoing and structural basis, the City must continue to rely on short-term, one-time resources to continue operations and avoid substantial cuts to City services. With no funding plan or known option for replenishment, the reserves in Internal Service Funds will be depleted in the upcoming fiscal years. Deferring purchases of vehicles and equipment is not a long-term solution – eventually vehicles will fail. As the budget becomes tighter, to ensure budget savings the Historical Cost Savings Target will be stricter leading to slower hiring of positions. In addition, American Rescue Plan Act funds must be obligated by December 31, 2024 and will no longer be a source of revenue for the General Fund.

Recognizing that reserve funds and one-time sources of funds will not be available in future fiscal years without a new ongoing source of revenue, a [Budget Workshop](#) was held on June 7 and presented the projected General Fund budget deficit in more depth and provided scenarios for the programs and services that the City will need to consider eliminating when all available one-time funds and reserve balances are depleted.

In the upcoming fiscal year, staff will continue to evaluate the services the City provides, and determine the right size of the organization to continue to provide critical City services while addressing the high priorities of the community.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- A. Resolution No. 2023-58 Approving the Fiscal Year 2023/24 Annual Operating Budget
- B. Resolution No. 2023-59 Approving the Appropriations Limit (Gann Limit) for Fiscal Year 2023/24
- C. Resolution No. 2023-59 – Exhibit A - GANN Calculation
- D. Resolution No. 2022-59 – Exhibit B - GANN Limit Calculation

RESOLUTION NO. 2023-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING OPERATING BUDGETS FOR CERTAIN CITY DEPARTMENTS FOR FISCAL YEAR 2023/24 SUBJECT TO ANY AMENDMENT MADE PURSUANT TO COMPENSATION PLANS FOR THE CITY OF ESCONDIDO AND ESTABLISHING CONTROLS ON CHANGES IN APPROPRIATIONS TO VARIOUS FUNDS AND DEPARTMENTS

WHEREAS, the budgets for all City Departments for the period July 1, 2023, through June 30, 2024, inclusive, contained in the Fiscal Year 2023/24 Operating Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by Council, are adopted as the final budgets for the Fiscal Year 2023/24, subject to any further amendments pursuant to approval of Compensation Plans for employees of the City of Escondido; and

WHEREAS, the amount designated as Department Total for each department and each fund in the budgets on file with the City Clerk, is hereby appropriated to the department or fund for which it is designated subject to adjustments for Compensation Plan approvals. Such appropriations as adjusted shall not be increased without approval of the City Council, except that transfers within funds, may be approved by the City Manager. All amounts designated as Employee Services, Maintenance and Operation, and Capital Outlay in each budget on file with the City Clerk, are hereby appropriated for such uses to the department or fund under which they are listed, subject to any amendments made pursuant to approval of Compensation Plans for employees of the City of Escondido, and shall not be increased without approval of the City Manager; and

WHEREAS, the approval of the Operating Budget Document, including the Department Total expressed for each department, and any subsequent amendments shall include approval for all actions of the City acting as Successor Agency of the former Escondido Redevelopment Agency as expressed in said Operating Budget Document.

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

1. That the above recitations are true.
2. That the City Council adopts operating budgets for certain City Departments for Fiscal Year 2023/24 subject to any amendment made pursuant to compensation plans for the City of Escondido and establishing controls on changes in appropriations to various funds and departments.

RESOLUTION NO. 2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING AN ANNUAL
APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2023/24
AS REQUIRED BY LAW

WHEREAS, Article XIII-B of the California State Constitution requires that the City of Escondido calculate an appropriations limit for each fiscal year, commonly known as the "Gann Limit;" and

WHEREAS, the Gann Limit is based on a combination of a population factor and an inflation factor as outlined on Exhibit "B," which is attached to this Resolution and incorporated by this reference; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt an annual Gann Limit for Fiscal Year 2023/24 as listed on Exhibit "A," which is attached to this Resolution and incorporated by this reference.

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

1. That the above recitations are true.
2. That the City Council adopts the calculation of the annual Gann Limit for the Fiscal Year 2023/24. The Gann Limit is adopted on a provisional basis, as the limit may need to be adjusted when current assessment data are available. The 2022/23 Gann Limit Calculation is finalized as shown on Exhibit "B," which is attached to this Resolution and incorporated by this reference.

**EXHIBIT A
 GANN CALCULATION
 2023/24**

	<u>PROCEEDS</u>	<u>NON-PROC.</u>
PROPERTY TAXES	34,574,360	
OTHER TAXES:		
Sales and Use Tax	49,507,600	
Franchise	8,169,920	
Transient Occupancy Tax	2,300,000	
RPTTF Residual Payment	2,270,910	
Property Transfer	1,031,520	
LICENSES AND PERMITS:		
Business Licenses	1,980,000	
Building Permits		1,400,000
Electrical Permits		150,000
Mechanical Permits		125,000
Plumbing Permits		40,000
Other Permits		443,500
FINES, FORFEITURES AND PENALTIES:		
Parking Fines		200,000
Library Fines and Fees		10,000
Other Court Fines		663,000
REVENUE FROM USE OF MONEY:		
Interest Income	520,973	124,027
REVENUE FROM OTHER AGENCIES:		
Rincon Fire Agreement		2,446,250
Reimbursements from Outside Agencies		500,000
Grants		355,000
VLF Revenue in Excess		175,000
Post Reimbursement		20,000
State Highway Maintenance		10,000

	<u>PROCEEDS</u>	<u>NON-PROC.</u>
CHARGES FOR CURRENT SERVICES:		
Paramedic Services		9,420,000
Community Services		3,364,700
Engineering Fees		925,000
Plan Check Fees		750,000
Special Police Services		75,000
Conservation Credit		1,000
Zoning Fees		120,000
Environmental Impact Reports		40,000
Subdivision Fees		45,000
Sale Maps and Publications		500
Other Current Services		1,075,800
 OTHER REVENUE:		
Leased Property		2,969,000
Transfer Station Fee		1,225,000
Mobile Home Rent Control		60,000
Small Cell Site Revenue		76,000
Other Revenue		239,000
 GAS TAX FUND:		
Revenue from Use of Money		
Interest Income		29,260
Revenue from Other Agencies		
State Gas Tax 2105		989,900
State Gas Tax 2106		638,000
State Gas Tax 2107		1,189,000
State Gas Tax 2107.5		10,000
State Gas Tax 2013		1,494,660
TOTALS	100,355,283	31,398,597
LESS: STATE MANDATES (Estimated)	(20,000)	
APPROPRIATIONS SUBJECT TO LIMIT	100,335,283	
 GANN LIMIT FOR 2022/23	 <u>1,691,477,177</u>	
 MARGIN	 <u><u>1,591,141,894</u></u>	

**EXHIBIT B
 GANN LIMIT CALCULATION**

	<u>POPULATION FACTOR USED</u>	<u>INFLATION FACTOR USED</u>	
2007/08 Limitation		Per Capita	400,348,249
2008/09 Factor	County Growth	Personal Income	1.05687
2008/09 Limitation		Per Capita	423,116,054
2009/10 Factor	County Growth	Personal Income	1.01888
2009/10 Limitation		Per Capita	431,104,485
2010/11 Factor	City Growth	Personal Income	0.98883
2010/11 Limitation		Per Capita	426,289,048
2011/12 Factor	City Growth	Personal Income	1.03269
2011/12 Limitation		Non Residential	440,224,437
2012/13 Factor	County Growth	Assessed Valuation	1.27787
2012/13 Limitation		Non Residential	562,549,601
2013/14 Factor	County Growth	Assessed Valuation	1.59242
2013/14 Limitation		Non Residential	895,815,236
2014/15 Factor	County Growth	Assessed Valuation	1.06226
2014/15 Limitation		Per Capita	951,588,693
2015/16 Factor	County Growth	Personal Income	1.05045
2015/16 Limitation		Per Capita	999,596,343
2016/17 Factor	County Growth	Personal Income	1.06192
2016/17 Limitation		Per Capita	1,061,491,349
2017/18 Factor	County Growth	Personal Income	1.04644
2017/18 Limitation		Non Residential	1,110,787,007
2018/19 Factor	County Growth	Assessed Valuation	1.05197
2018/19 Limitation		Non Residential	1,168,514,608
2019/20 Factor	County Growth	Assessed Valuation	1.10963
2019/20 Limitation		Non Residential	1,296,618,864
2020/21 Factor	City Growth	Assessed Valuation	1.06106
2020/21 Limitation		Per Capita	1,375,790,412
2021/22 Factor	City Growth	Personal Income	1.05645
2021/22 Limitation		Non Residential	1,453,453,781
2022/23 Factor	County Growth	Assessed Valuation	1.11574
2022/23 Limitation		Per Capita	1,621,676,522
2023/24 Factor	County Growth	Personal Income	1.04304
2023/24 Limitation			1,691,477,177



STAFF REPORT

June 21, 2023
File Number 0430-30

SUBJECT

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2023/24 CAPITAL IMPROVEMENT PROGRAM BUDGET STATUS AND ADOPTION OF THE 2024 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

DEPARTMENT

Finance Department and Engineering Services Department

RECOMMENDATION

Request the City Council adopt Fiscal Years 2023/24 – 2027/2028 Five-Year Capital Improvement Program and the Fiscal Year 2023/24 Capital Improvement Program Budget; adopt the Regional Transportation Improvement Program for Fiscal Years 2024 through 2028; and adopt the RMRA FY 23/24 project list.

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

Presenter: Michelle Collett, Revenue Manager

FISCAL ANALYSIS

The Capital Improvement Program and Budget is a five-year planning tool that is developed and updated annually. The program allows identification of dependable funding resources for Fiscal Year (FY) 2023/24 and the corresponding uses of those funds. To view the complete document please visit: <https://www.escondido.org/capital-improvement-program>.

PREVIOUS ACTION

The preliminary Five-Year CIP and FY2023/24 CIP Budget update was taken to the City Council on May 24, 2023.

BACKGROUND

The Five-Year Capital Improvement Program (“CIP”) summarizes anticipated resources and estimated uses for major infrastructure, capital construction, improvements, maintenance projects, and certain grant funds.



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The proposed budget estimates sources of \$20 million that are available to fund capital improvements and other maintenance and capital outlay expenditures. The current year budget requests anticipate uses of \$20 million in appropriated expenditures and transfers.

Upon completion of a project, any remaining balance is returned to the appropriate fund's reserves and becomes available to fund future projects. In addition, any excess revenues over budgeted expenditures are added to reserves. This program includes \$319,710 in reserves available for future projects. The majority of the reserves are restricted funding in the Library Trust which can be used on future projects.

The following table summarizes the major categories of funding (Sources and Uses) contained in FY 2023/24.

<u>SOURCES</u>		<u>USES</u>	
Available Fund Balances	\$(9,757,350)	General City	\$620,650
Developer Fees	12,470,000	Library	250,000
Grants	1,400,000	Parks and Recreation	1,004,720
Gas Tax	4,321,200	Public Art	293,550
Interest	370,140	Public Works	1,008,360
Loan Repayments	72,630	Streets	12,900,930
Road Maint & Rehab Account	3,729,300	Wastewater Utilities	1,350,000
PEG Fees	500,000	Water Utilities	200,000
TransNet	5,317,000	Subtotal Uses 2023/24	\$17,628,210
Utilities-Charges for Services	1,550,000	Transfer to General Fund (Streets)	2,055,000
TOTAL SOURCES FY 2023/24	\$20,002,920	Reserves Available for Future Projects	319,710
		TOTAL USES FY 2023/24	\$20,002,920

A majority of the proposed capital project costs, 74% or \$13 million this year, relate to street projects.

FIVE-YEAR STREET CIP PLANNING PROCESS

Each year the City of Escondido ("City") updates the Five-Year Street Capital Improvement Program. Based on the City Council's direction, the majority of the street funding has been programmed toward the Annual Street Resurfacing Program. Additional funding has been added to the Felicita Avenue/Juniper



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Elementary Safe Routes to School project and the Specific Alignment Plan for the widening of Lincoln Parkway between Garrick Road and Fig Street. Future year CIP funding is recommended to be programmed toward updating a Comprehensive Active Transportation Strategy, and the Bear Valley Parkway Widening project at Sunset Road/Ranchito. Staff will present a more detailed update related to these projects during the annual traffic safety workshop scheduled to happen prior to the start of the 2023-24 school year.

ANNUAL OPERATING AND MAINTENANCE PROGRAMS

The Five-Year Street Capital Improvement Program budgets funding for the City’s Annual Pavement Maintenance and Rehabilitation project at \$6.4 million in FY 2023/24, which is a 5% increase from the prior year. Over the last 10 years, the City has succeeded in raising the Pavement Condition Index (PCI) from 55 to 65 through this effort. This 5% increase in investment is necessary in order to achieve the goal of reaching a PCI of 70 within in the next 6-8 years. Funding is also programmed towards storm drain repair and improvement in order to address the highest priority corrugated metal pipelines, traffic infrastructure, traffic signals and synchronization, street tree maintenance, and the Transportation and Community Safety Commission.

As has been the case for since its inception in 2017, the City has elected to use Road Maintenance and Rehabilitation Account (RMRA) funding on the City’s Annual Street Rehabilitation and Maintenance Project. This annual project will rehabilitate pavement and concrete street improvements in one maintenance zone within the City: Central-North Maintenance Zone. The Central-North Maintenance Zone is bounded by Ash Street to the east, Lincoln Avenue and State Route 78 to the North, Interstate 15 to the West, and 5th Avenue to the south. Street segments within these maintenance zones are prioritized based on pavement condition, volume of daily traffic, and input from the public and City staff. Exhibit A of Resolution No 2033-73 provides the project details.

TRANSNET PROGRAM OF PROJECTS

The following projects are being programmed with TransNet funds for Fiscal Years 2024 through 2028:

- ESC-51, Comprehensive Active Transportation Strategy
- ESC-58, Escondido Creek Drainage Capacity Upgrade
- ESC-56, Escondido Creek Trail Project
- ESC-48, Grand Avenue Streetscape Improvements
- ESC-37, Pavement Maintenance
- ESC-38, Pavement Rehabilitation



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- ESC-39, Traffic Signals

TransNet funding for these projects constitutes the City’s TransNet Local Street Improvement Program of Projects for Fiscal Years 2024 through 2028. Exhibit A of Resolution No. 2023-77 shows the amendments to the 2023 Regional Transportation Improvement Plan, and has been input into ProjectTrak, SANDAG’s automated system for programming of regional highway and street funds, by City staff. This Program of Projects in the ProjectTrak system will align with the City’s CIP Budget.

ENVIRONMENTAL REVIEW:

The instant action is a request for the City Council to approve the CIP Budget, which is not a commitment of funds to any specific project but rather a general budgeting and fiscal planning tool. Similarly, the General Plan conformance report does not commit funding to any specific project and has been presented to the Planning Commission and the City Council pursuant to Government Code section 65401. All identified projects are subject to further environmental review and thus at this point are merely speculative. Staff has reviewed the list of identified projects and has determined that a number of projects will likely involve the need for preparation of environmental documentation in accordance with the California Environmental Quality Act (“CEQA”). Environmental review will occur and appropriate environmental documents pursuant to CEQA and/or the National Environmental Policy Act (“NEPA”) may be prepared after a specific project scope is defined but prior to the City’s approval of the project itself, including review and approval of any related construction contracts or entitlements.

For these reasons, the instant action is not a project pursuant to CEQA Guidelines section 15378, which excludes from the definition of “project” “[t]he creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.” (CEQA Guidelines section 15378(b)(4).)

RESOLUTIONS

1. Resolution No. 2023-60
2. Resolution No. 2023-73
3. Resolution No. 2023-73 Exhibit A
4. Resolution No. 2023-77
5. Resolution No. 2023-77 Exhibit A

RESOLUTION NO. 2023-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2023/24 – 2027/28 AND THE PROJECT BUDGETS FOR FISCAL YEAR 2023/24

WHEREAS, the budgets for all capital projects for the period July 1, 2023, through June 30, 2024, inclusive, contained in the Fiscal Years 2023/24-2027/28 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk) as amended by the City Council, are adopted as the final project budgets for Fiscal Year 2023/24. Amendments to this budget may be made from time to time following review and approval by minute action of the City Council; and

WHEREAS, the Fiscal Year 2023/24 amount designated for each project and each fund in the Five-Year Capital Project Improvement Program and Budget, on file with the City Clerk, are hereby appropriated to the fund for which it is designated. Such appropriations as adjusted shall be neither increased nor decreased without approval of the City Council, except for transfers within projects may be approved by the City Manager, up to 10% per total project and a maximum of \$50,000 from contingency funds. All amounts designated in each project budget on file with the City Clerk are hereby appropriated for such uses to the fund under which they are listed, and shall be neither increased nor decreased without approval of the City Manager; and

WHEREAS, any City Council action changing the above-mentioned assumptions will cause the Five-Year Capital Improvement Program and Fiscal Year 2023/24 Project Budgets to be revised and brought back to the City Council for modification; and

WHEREAS, the projects in the Five-Year Capital Improvement Program and Fiscal Year 2023/24 Project Budgets conform to and are consistent with the General Plan; and

WHEREAS, all identified projects within the Five-Year Capital Project Improvement Program and Fiscal Year 2023/24 Project Budgets are subject to further environmental review and thus at this point are merely speculative. Appropriate environmental documents pursuant to the California Environmental Quality Act and/or National Environmental Policy Act will be prepared after a specific project scope is defined but prior to the City's approval of the project itself, including prior to the City's review and approval of any related construction contracts or entitlements.

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

1. That the above recitations are true.
2. That the City Council adopts the budgets for all capital projects for the period July 1, 2023, through June 30, 2024, inclusive, contained in the Fiscal Years 2023/24-2027/28 Five-Year Capital Improvement Program and Budget Document (a copy of which is on file in the Office of the City Clerk).

RESOLUTION NO. 2023-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING THE FISCAL YEAR
2023-24 ROAD MAINTENANCE AND REHABILITATION
ACCOUNT PROJECT LIST

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Escondido are aware of the projects proposed for funding in our community and which projects have been completed each year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$3,481,030 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging street improvements, providing bike lane facilities, and increasing access for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust process to review and prioritize the streets in the Maintenance Zone, and to use submitted input from the community and staff to ensure the priorities are being addressed; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used to treat the highest-priority streets using a cost-effective Maintenance Zone approach for residential street rehabilitation and maintenance projects that meet the City's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City complete annual street rehabilitation and maintenance of multiple streets throughout the Maintenance Zone this year and complete similar projects into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets are estimated to be in "higher risk" condition and this revenue will help it increase the overall Pavement Condition Index (PCI) of the City road system, and over the next decade will bring City streets and roads into a better overall condition; and

WHEREAS, the RMRA Project List, and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using the best technology, materials and practices, will have significant and positive benefits citywide.

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

1. That the above recitations are true.
2. That the City Council approves the Fiscal Year 2023-24 RMRA proposed project to be completed with RMRA revenues. The proposed project is shown in Exhibit "A", which is attached to this Resolution and incorporated by this reference.

Road Maintenance and Rehabilitation Account

FY 23/24 Initial Project List

Annual Street Rehabilitation and Maintenance Project

Project Description:

The City has elected to use Road Maintenance and Rehabilitation Account (RMRA) funding on the City's Annual Street Rehabilitation and Maintenance Project. This annual project will rehabilitate pavement and sidewalk in one maintenance zone within the City: Central-North Maintenance Zone. Street segments within these maintenance zones are prioritized based on pavement condition, volume of daily traffic, and input from the public and City staff.

Project Location:

The Central-North Maintenance Zone is bounded by Ash Street to the east, Lincoln Avenue and State Route 78 to the North, Interstate 15 to the West, and 5th Avenue to the south.

Estimated Project Useful Life:

Asphalt pavement rehabilitation completed as part of this project has an estimated useful life between 10 and 20 years for the various treatments, while concrete sidewalk improvements have an estimated useful life of 40-50 years.

Estimated Project Schedule:

The City anticipates completing this project during the upcoming Fiscal Year 2023/24.

RESOLUTION NO. 2023-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ADOPTION OF AN AMENDMENT TO THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2024 THROUGH 2028

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

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

WHEREAS, the City of Escondido was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2024 through 2028; and

WHEREAS, the City of Escondido approved its 2023 *TransNet* Local Street Improvement Program of Projects (POP) on June 8th, 2022 and the City of Escondido desires to make adjustments to its Program of Projects; and

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

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

1. That the above recitations are true.
2. That the City of Escondido requests that SANDAG make the following changes to its 2023 Program of Projects (the “Amendment”), as shown in Table 1. A copy of Table 1 is attached as Exhibit “A” to this Resolution and is incorporated by this reference
3. That pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of Escondido certifies that no more than 30 percent of its cumulative revenues shall be spent on local street and road maintenance-related projects as a result of the Amendment.
4. That pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of Escondido certifies that all new or changed projects, or major reconstruction projects included in the Amendment and funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Escondido’s public hearing process for the Amendment.
5. That pursuant to Section 8 of the *TransNet* Extension Ordinance, the City of Escondido certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the five-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.
6. That pursuant to Section 9A of the *TransNet* Extension Ordinance, the City of Escondido certifies that it will exact \$ 2,741.97 plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction (unless exempted under the *TransNet* Extension Ordinance) and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (“RTCIP”).
7. That pursuant to Section 13 of the *TransNet* Extension Ordinance, the City of Escondido

certifies that it has established a separate Transportation Improvement Account for TransNet revenues with interest earned to be expended only for those purposes for which the funds were allocated.

8. That pursuant to Section 18 of the TransNet Extension Ordinance, the City of Escondido certifies that each project of \$250,000 or more will be clearly designated during construction with TransNet project funding identification signs.

9. That the City of Escondido does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

10. That the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido's *TransNet* funded projects.

Table 1
2023 Regional Transportation Improvement Program
Amendment No. 5
San Diego Region (in \$000s)

Escondido, City of

MPO ID: ESC08		RTIP #:23-05									
Project Title:	Felicitia Ave/Juniper Street							RTP REF: A-27; B-34			
Project Description:	Juniper Street between Chestnut Street and Vermont Avenue; Felicitia Avenue between Juniper Street and Escondido Boulevard - The first phase of this project widens Juniper Street between Felicitia Avenue and Chestnut Street with Active Transportation Program grant (Juniper Safe Routes to School Project) and Transnet funding. This phase is expected to be completed during Summer 2023. A future phase is to widen Felicitia Avenue from Escondido Boulevard to Juniper Street to add one lane in each direction in accordance with the Circulation Element and as needed to address the current failing level of service. Local funds are programmed in FY27/28 to begin design.. Toll Credits will be used to match federal funds for the CON phase							RAS (T2-3) TransNet - LSI: CR			
Change Reason:	Reduce funding										
	Capacity Status:CI		Exempt Category:Non-Exempt								
Est Total Cost: \$4,722		Open to Traffic: Phase 1: Dec 2022 Phase 2: Jun 2030									
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$212	\$162	\$50								\$212
TransNet - LSI Carry Over	\$538		\$538								\$538
ATP - R	\$1,336	\$1,336							\$179		\$1,157
Local Funds	\$2,636			\$286	\$450	\$500	\$1,400		\$250	\$250	\$2,136
TOTAL	\$4,722	\$1,498	\$588	\$286	\$450	\$500	\$1,400		\$429	\$250	\$4,043
PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$2,212	\$162	\$50			\$600	\$1,400				\$2,212
TransNet - LSI Carry Over	\$538		\$538								\$538
ATP - R	\$1,336	\$1,336							\$179		\$1,157
Local Funds	\$2,350				\$450	\$500	\$1,400		\$250	\$250	\$1,850
TOTAL	\$6,436	\$1,498	\$588		\$450	\$1,100	\$2,800		\$429	\$250	\$5,757

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC37 **RTIP #:23-05**

Project Title: Pavement Maintenance TransNet - LSI: Maint

Project Description: Various streets - This is an annual project that includes maintenance (crackseal, chipseal, slurry, sidewalk repairs) of various street elements citywide. This annual project provides for the maintenance and repair of City streets. Work is focused on one of eight maintenance zones each year. In addition, the project repairs lifted sidewalks and stripes bike lanes on resurfaced streets in accordance with the Bicycle Master Plan.

Change Reason: Increase funding

Capacity Status: NCI Exempt Category: Safety - Pavement resurfacing and/or rehabilitation

Est Total Cost: **\$27,985**

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$8,762		\$1,397	\$1,595	\$869	\$1,361	\$1,747	\$1,793			\$8,762
TransNet - LSI (Cash)	\$1		\$1								\$1
TransNet - LSI Carry Over	\$1,028		\$1,028								\$1,028
Local Funds	\$18,194		\$3,780	\$3,551	\$3,586	\$3,621	\$3,656				\$18,194
TOTAL	\$27,985		\$6,206	\$5,146	\$4,455	\$4,982	\$5,403	\$1,793			\$27,985

PROJECT LAST AMENDED 23-00

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$7,457		\$1,397	\$1,449	\$1,491	\$1,537	\$1,583				\$7,457
TransNet - LSI (Cash)	\$1		\$1								\$1
TransNet - LSI Carry Over	\$1,028		\$1,028								\$1,028
Local Funds	\$18,194		\$3,780	\$3,551	\$3,586	\$3,621	\$3,656				\$18,194
TOTAL	\$26,680		\$6,206	\$5,000	\$5,077	\$5,158	\$5,239				\$26,680

MPO ID: ESC38 **RTIP #:23-05**

Project Title: Pavement Rehabilitation/Reconstruction TransNet - LSI: CR

Project Description: various roads - Annual pavement project to rehabilitate existing pavement greater than 1" in depth within one of the city's 8 maintenance zones. Each year, the project rotates to a new zone, and identifies roads in need of rehabilitation or reconstruction.

Change Reason: Reduce funding

Capacity Status: NCI Exempt Category: Safety - Pavement resurfacing and/or rehabilitation

Est Total Cost: **\$4,794**

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$2,009			\$1,349			\$275	\$385			\$2,009
TransNet - LSI (Cash)	\$3		\$3								\$3
TransNet - LSI Carry Over	\$2,782		\$2,782								\$2,782
TOTAL	\$4,794		\$2,785	\$1,349			\$275	\$385			\$4,794

PROJECT LAST AMENDED 23-00

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$6,202			\$1,401	\$1,430	\$1,678	\$1,693				\$6,202
TransNet - LSI (Cash)	\$3		\$3								\$3
TransNet - LSI Carry Over	\$2,782		\$2,782								\$2,782
TOTAL	\$8,987		\$2,785	\$1,401	\$1,430	\$1,678	\$1,693				\$8,987

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC39		RTIP #:23-05
Project Title:	Traffic Signals	<i>TransNet</i> - LSI: CR
Project Description:	Various Locations - This project is for traffic signal and intersection improvements Citywide as prioritized in the City's Local Roadway Safety Plan. Grant match funding is provided for a Highway Safety Improvement Program Grant secured for Project #1 in the LRSP that improves 12 of the priority locations. Funding is also programmed within the five-year planning horizon for construction of Projects #2 & #3 in the LRSP and study for further evaluation of Project #5 identified in the LRSP. This project also includes construction of improvements to the traffic signal located at Washington and Rose.	
Change Reason:	Increase funding	
Capacity Status:	NCI	Exempt Category: All Projects - Intersection signalization projects at individual intersections

Est Total Cost: **\$8,527**

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
<i>TransNet</i> - LSI	\$5,770		\$1,100	\$170	\$1,500	\$1,500	\$750	\$750			\$5,770
<i>TransNet</i> - LSI Carry Over	\$1,245		\$1,245								\$1,245
Local Funds	\$1,512		\$1,162	\$350							\$1,512
TOTAL	\$8,527		\$3,507	\$520	\$1,500	\$1,500	\$750	\$750			\$8,527

PROJECT LAST AMENDED 23-00

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
<i>TransNet</i> - LSI	\$2,400		\$1,100	\$650	\$650						\$2,400
<i>TransNet</i> - LSI Carry Over	\$1,245		\$1,245								\$1,245
Local Funds	\$1,512		\$1,162	\$350							\$1,512
TOTAL	\$5,157		\$3,507	\$1,000	\$650						\$5,157

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC48		RTIP #:23-05
Project Title:	Grand Avenue Vision Complete Streets Improvement Project (part of Lump Sum V10)	SANDAG ID: 1224060 TransNet - LSI: CR
Project Description:	Grand Avenue from Escondido to Juniper (.37 miles) - This project implements the Grand Avenue Vision Plan to improve Grand Avenue between Juniper and Escondido, including widened sidewalks, expanded outdoor dining areas, traffic circles, improved pedestrian crossings, market lighting and diagonal parking on one side of the street. Phase I was completed in 2022. Design for Phase II, that improves Grand between Maple and Juniper, is expected to be completed in November 2023. Funding is programmed in FY23/24 to complete Phase II. The five-year planning period shows continued funding toward Phase III of the project between Escondido Blvd and Maple St. Staff recommends that a concept design also be prepared to evaluate the potential expansion of the Vision Plan to extend from Centre City Parkway to Valley Blvd.	
Change Reason:	Increase funding	
	Capacity Status:NCI Exempt Category:Air Quality - Bicycle and pedestrian facilities	

Est Total Cost: **\$10,684**

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$3,588	\$185		\$1,153	\$750	\$500	\$500	\$500	\$435		\$3,153
TransNet - LSI Carry Over	\$653	\$653									\$653
TransNet - SGIP	\$1,443	\$864	\$579						\$103		\$1,340
Local Funds	\$5,000		\$5,000						\$300		\$4,700
TOTAL	\$10,684	\$1,702	\$5,579	\$1,153	\$750	\$500	\$500	\$500	\$838		\$9,846

PROJECT LAST AMENDED 23-00

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$597	\$185		\$412					\$185		\$412
TransNet - LSI Carry Over	\$653	\$653									\$653
TransNet - SGIP	\$1,443	\$864	\$579						\$103		\$1,340
Local Funds	\$5,000		\$5,000						\$300		\$4,700
TOTAL	\$7,693	\$1,702	\$5,579	\$412					\$588		\$7,105

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC50		RTIP #:23-05
Project Title:	Lincoln Parkway Median Improvements	RAS (T2-3) TransNet - LSI: CR
Project Description:	Lincoln Parkway/Avenue from Garrick Way to Fig Street (.21 miles) - This project updates the Specific Alignment Plan for Lincoln Parkway/Avenue to address the current capacity deficiency and improve safety. Future year programming is projected to complete environmental review, design and construction for widening of Lincoln Parkway/Avenue between Garrick Way and Fig Street. The project is expected to include medians, sidewalks, bike lanes, traffic calming, and improvements to the intersection at Lincoln/Fig St. for this key gateway to the City.	
Change Reason:	Increase funding	
	Capacity Status:NCI	Exempt Category:Safety - Adding medians

Est Total Cost: \$8,340											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$0										
Local Funds	\$8,340		\$750	\$250	\$2,424	\$2,624	\$2,292		\$750		\$7,590
TOTAL	\$8,340		\$750	\$250	\$2,424	\$2,624	\$2,292		\$750		\$7,590

PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$707					\$707					\$707
Local Funds	\$6,054		\$750	\$672	\$1,128	\$2,244	\$1,260		\$750		\$5,304
TOTAL	\$6,761		\$750	\$672	\$1,128	\$2,951	\$1,260		\$750		\$6,011

MPO ID: ESC51		RTIP #:23-05
Project Title:	Comprehensive Active Transportation Strategy	
Project Description:	A Comprehensive Active Transportation Strategy (CATS) evaluates current infrastructure and demand to develop a well-connected active transportation network. This study also includes an update to the Mobility Element of the General Plan. The CATS will evaluate trail, bike lane and sidewalk connectivity to ensure that limited resources are used to improve the highest priority facilities. Funds budgeted in FY25 through FY28 are included as matching funds for grant applications for the highest priority projects identified in the CATS.	
Change Reason:	Increase funding, Revise funding between fiscal years	
	Capacity Status:NCI	Exempt Category:Air Quality - Bicycle and pedestrian facilities

Est Total Cost: \$3,000											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$2,500			\$250	\$250	\$500	\$750	\$750	\$250		\$2,250
TransNet - LSI Carry Over	\$500		\$500						\$250		\$250
TOTAL	\$3,000		\$500	\$250	\$250	\$500	\$750	\$750	\$500		\$2,500

PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$1,850			\$250	\$400	\$600	\$600				\$1,850
TransNet - LSI Carry Over	\$500		\$500						\$250		\$250
TOTAL	\$2,350		\$500	\$250	\$400	\$600	\$600		\$250		\$2,100

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC52		RTIP #:23-05									
Project Title:	Bear Valley Parkway at Sunset								RAS (T2-3)		
Project Description:	Bear Valley Parkway from Encino Drive to Sunset (.5 miles) - Widening of Bear Valley Parkway from the southerly limit of the Wohlford Residential project to Sunset/Ranchito.										
Change Reason:	Reduce funding, Revise funding between fiscal years										
	Capacity Status:NCI		Exempt Category:Other - Engineering studies								
Est Total Cost: \$3,575											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
Local Funds	\$3,575		\$575		\$500	\$250	\$500	\$1,750	\$575		\$3,000
TOTAL	\$3,575		\$575		\$500	\$250	\$500	\$1,750	\$575		\$3,000
PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
Local Funds	\$3,682		\$575	\$1,857	\$1,250				\$2,432		\$1,250
TOTAL	\$3,682		\$575	\$1,857	\$1,250				\$2,432		\$1,250

MPO ID: ESC55		RTIP #:23-05									
Project Title:	Midway and E. Valley Drainage Improvements								TransNet - LSI: CR		
Project Description:	E Valley Parkway; Midway Drive - Construct a new storm drain system and upsize the existing system to remove structures and roadways from the floodplain. The FEMA floodplain areas along E. Valley Parkway, between Ash and Citrus, and along Midway Drive, between Bear Valley Parkway and Lincoln Ave have been studied to determine necessary improvements. The preliminary drainage study estimates a total cost of \$34.7M. The City is seeking a grant to cover 75% or more of the costs of the project. The funds programmed are intended to serve as grant matching funds.										
Change Reason:	Reduce funding										
	Capacity Status:NCI		Exempt Category:Other - Transportation enhancement activities								
Est Total Cost: \$34,700											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$2,200		\$2,200						\$2,200		
Local Funds	\$803		\$803						\$803		
TOTAL	\$3,003		\$3,003						\$3,003		
PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$4,350		\$2,200	\$1,150	\$1,000				\$2,200		\$2,150
Local Funds	\$4,497		\$803	\$784	\$779	\$1,070	\$1,061		\$803		\$3,694
TOTAL	\$8,847		\$3,003	\$1,934	\$1,779	\$1,070	\$1,061		\$3,003		\$5,844

** Pending final SANDAG approval

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC56										RTIP #:23-05	
Project Title: Escondido Creek Trail Project											
Project Description: Improvements to approximately 4.5 miles of the Escondido Creek Trail (between Harmony Grove Road and Midway Drive). Work to include resurfacing, striping, landscaping, fencing, and lighting.											
Change Reason: Increase funding											
Capacity Status:NCI Exempt Category:Air Quality - Bicycle and pedestrian facilities											
Est Total Cost: \$13,128											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$900		\$260	\$320	\$320						\$900
TransNet - LSI Carry Over	\$2,368		\$2,368								\$2,368
TOTAL	\$3,268		\$2,628	\$320	\$320						\$3,268

* Additional funding provide by California Coastal Conservancy Grant of \$8.5 M and \$1M ARPA funds

PROJECT LAST AMENDED 23-00											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
TransNet - LSI	\$260		\$260								\$260
TransNet - LSI Carry Over	\$2,368		\$2,368								\$2,368
TOTAL	\$2,628		\$2,628								\$2,628

MPO ID: ESC57										RTIP #:23-05	
Project Title: South Escondido Access Improvement Project											
Project Description: Intersection at Centre City Parkway and Brotherton Road - Centre City Parkway at Brotherton Road - Install a new traffic signal and ADA-compliant improvements; frontage streets S. Centre City Parkway and S. Escondido Boulevard to be included in the design. Project to include landscape and hardscape improvements. Centre City Parkway at S. Escondido Boulevard - Restrict left turns from S. Escondido Boulevard and install new ADA-compliant improvements.											
Change Reason: New Project											
Capacity Status:NCI Exempt Category:All Projects - Intersection signalization projects at individual intersections											
Est Total Cost: \$1,925											
	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
Federal Disc. - CPF - Highway Infra	\$1,400			\$1,400							\$1,400
Local Funds	\$525		\$350	\$175					\$350		\$175
TOTAL	\$1,925		\$350	\$1,575					\$350		\$1,575

** Pending final SANDAG approval

Item 7.

**2023 Regional Transportation Improvement Program
 Amendment No. 5
 San Diego Region (in \$000s)**

Escondido, City of

MPO ID: ESC58		RTIP #:23-05
Project Title:	Escondido Creek Drainage Capacity Upgrades	<i>TransNet</i> - LSI: CR
Project Description:	various roads - This project upgrades the drainage system to improve over six miles of deficient capacity storm drains to alleviate localized flooding and improve safety as identified in the City's Master Drainage Facility Plan.	
Change Reason:	New Project	
	Capacity Status:NCI	Exempt Category:Safety - Safety Improvement Program

Est Total Cost: **\$7,680**

	TOTAL	PRIOR	22/23	23/24	24/25	25/26	26/27	FUTURE	PE	RW	CON
<i>TransNet</i> - LSI	\$7,680			\$480	\$1,800	\$1,800	\$1,800	\$1,800	\$480		\$7,200
TOTAL	\$7,680			\$480	\$1,800	\$1,800	\$1,800	\$1,800	\$480		\$7,200

** Pending final SANDAG approval



STAFF REPORT

June 21, 2023

File Number 0600-10; A-3371-1

SUBJECT

CHANGE ORDERS, AMENDMENT, AND BUDGET ADJUSTMENT FOR THE RECYCLED WATER EASTERLY AGRICULTURE DISTRIBUTION SYSTEM PROJECT

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council take the following actions:

1. Adopt Resolution No. 2023-65, authorizing change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc., in the amount of \$1,897,645.76 for the Recycled Water Easterly Agriculture Distribution System Project ("Project").
2. Adopt Resolution No. 2023-63, authorizing a Second Amendment to the Consulting Agreement with Reilly CM, Inc., in the amount of \$1,141,434.95 for construction management services for the Project.
3. Approve a Budget Adjustment in the amount of \$5,000,000.

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

Presenter: Angela Morrow, Deputy Director of Utilities

FISCAL ANALYSIS

The Recycled Water Easterly Agriculture Distribution System Project, Capital Improvement Project ("CIP") No. 801507, currently has an available balance of approximately \$90,940. A budget adjustment in the amount of \$5,000,000 is requested to fully fund the Project. The total budget for this CIP includes funding for construction change orders, amendments to consulting agreements, construction water, staff time, and other small low dollar value amendments that do not require Council approval. Any funds remaining after the Project is completed will be returned to the unallocated Wastewater Reserves.

PREVIOUS ACTION

On May 6, 2015, the City Council adopted Resolution No. 2015-40, authorizing the Director of Utilities to submit Financial Assistance Applications to the State Water Resources Control Board, Division of Financial Assistance, State Revolving Fund ("SRF") for the Recycled Water Easterly Agriculture Distribution System.



CITY of ESCONDIDO

STAFF REPORT

On September 23, 2015, the City Council adopted Resolution No. 2015-159, authorizing repayment of this loan once the pending applications were approved by the State and fund disbursement was approved by the City Council.

On June 17, 2015, a consulting agreement with Water Synergy, Inc. was executed for Project design in the amount of \$88,080. On June 4, 2018, a first amendment with Water Synergy, Inc. was executed in the amount of \$9,920. On March 2, 2021, a second amendment with Water Synergy, Inc. was executed for Project design in the amount of \$20,800.

On January 13, 2016, the City Council adopted Resolution No. 2016-10, authorizing an increase to the loan requested from the SRF (from \$3.3 million to \$4.3 million), and authorizing repayment of the increased loan once the pending loan applications were approved by the State.

On December 20, 2018, the Escondido Zoning Administrator adopted the Initial Study/Mitigated Negative Declaration for the Project.

On July 15, 2020, the City Council adopted Resolution No. 2020-56, authorizing the Director of Utilities to execute an Installment Sale Agreement in the amount of \$4.3 million from the SRF for the Recycled Water Easterly Agriculture Distribution System Project.

On July 14, 2021, the City Council: 1) adopted Resolution No. 2021-95, authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$5,883,214 with S.C. Valley Engineering, Inc., the lowest responsive and responsible bidder, for construction of the Recycled Water Easterly Agriculture Distribution System Project; 2) adopted Resolution No. 2021-96, authorizing the Mayor to execute a Third Amendment to the Consulting Agreement with Water Synergy, Inc., in the amount of \$126,664, for engineering services during construction of the Project; 3) adopted Resolution No. 2021-97, authorizing the Mayor to execute a Consulting Agreement in the amount of \$1,172,787 with Reilly Construction Management, Inc. ("Reilly CM"), for construction management services for the Project; and 4) approved a Budget Adjustment in the amount of \$3,000,000 for CIP No. 801507.

On January 3, 2023, a first amendment with Reilly CM was executed for construction management services in the amount of \$178,093.

BACKGROUND

The Project includes the construction of approximately 2.2 miles of 8-inch to 20-inch diameter recycled water pipelines from the existing recycled water Hogback Reservoir to agricultural properties in the City's eastern water service area. The Hogback Reservoir was converted to recycled water with the recently completed Recycled Water Easterly Mains and Tanks Project. The Project will connect agricultural growers



CITY of ESCONDIDO

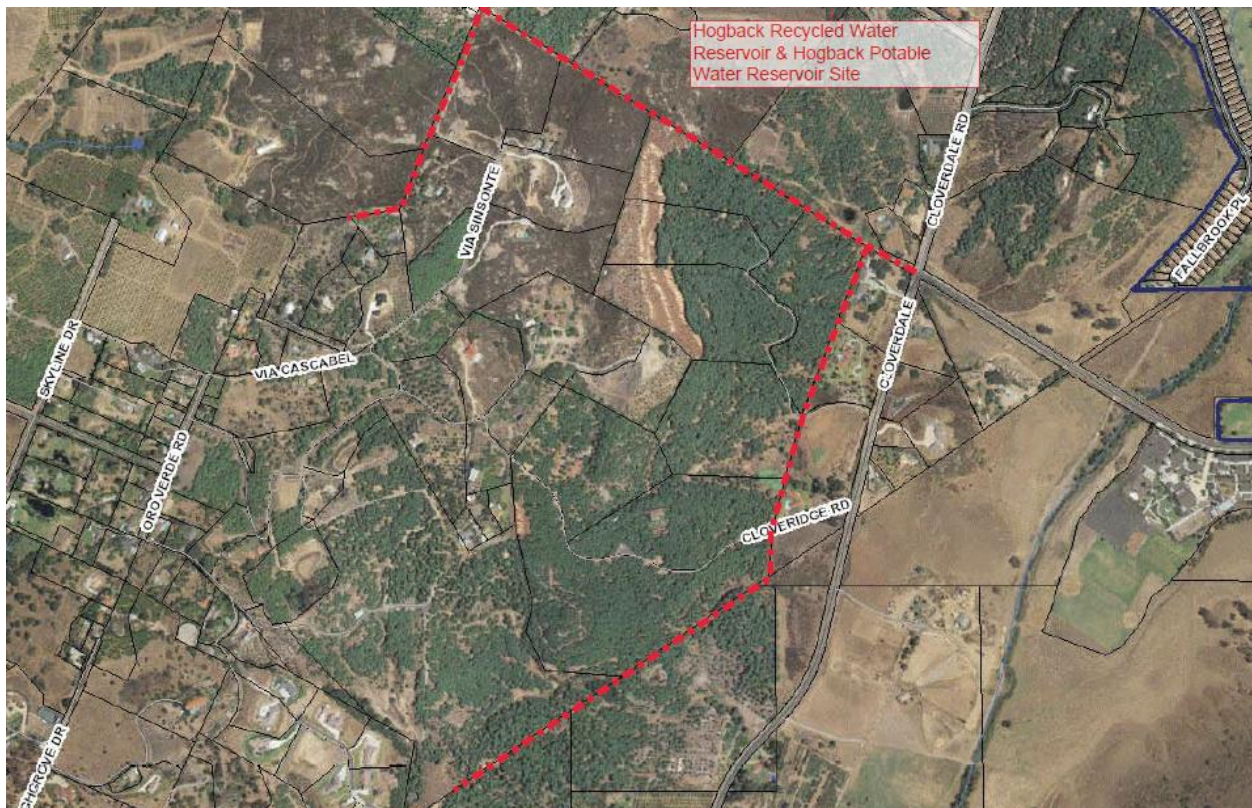
STAFF REPORT

to the City's advanced treated Title 22 recycled water system from the Membrane Filtration Reverse Osmosis ("MFRO") via the Intermediate Booster Pump Station ("IBPS").

The Project is located within existing easements on private properties in the County of San Diego and will generally construct the following:

- approximately 9,500 linear feet of high density polyethylene ("HDPE") pipelines ranging from 8-inches to 20-inches in diameter, including valves and appurtenances;
- approximately 550 linear feet of ductile iron ("DI") pipelines ranging from 10-inches to 20-inches in diameter, installed on six steel pipe bridges spanning environmentally sensitive areas;
- approximately 515 cubic yards of granite rock removal by blasting or mechanical means;
- ten 3-inch and 4-inch recycled water services connections to agricultural growers, and;
- a 12-inch and 8-inch (in parallel) pressure reducing station, including concrete pad and enclosure.

The pipeline alignment is shown in the map below.





CITY of ESCONDIDO

STAFF REPORT

Reilly CM has been instrumental in providing full time construction management and inspection services, including sub-contracting HELIX Environmental Planning, Inc. (“HELIX”) to implement the archaeological monitoring program for the Project.

As a part of the archaeological monitoring program, HELIX conducted a pre-construction survey for the Project. Though a cultural resources report was completed during design, including an archaeological survey, overgrown vegetation and thick ground cover precluded the original survey from identifying new archaeologically sensitive sites. After ground clearing activities, HELIX discovered three new archaeological sites during the pre-construction survey, including a bedrock milling site and two prehistoric possible habitation sites with associated potential human remains. As a result, construction in these newly identified culturally sensitive areas was halted, coordination and consultation with local Native American Tribes was initiated and archaeological testing and evaluation commenced.

As a condition of the Project’s SRF funding and in order to remain in compliance with the California Environmental Quality Act (“CEQA”) and Section 106 of the National Historic Preservation Act (“NHPA”), an archaeological monitoring and evaluation program was prepared for the Project, including: surface collection; excavation and evaluation of test units; recovery by wet screening of all soils removed during testing and construction, as requested in consultation with the Native American Tribes; and, repatriation. The resulting archaeological monitoring and evaluation report is currently under review by the California State Water Resources Control Board (“SWRCB”) and the Office of Historic Preservation (“OHP”).

The construction of the majority of the Project elements bulleted above is complete, with the exception of construction halted within the three newly discovered culturally sensitive sites. Once review of the report is complete by SWRCB and OHP, the archaeological monitoring and evaluation program can be implemented and construction can resume. Due to the length of time required for the implantation of the archaeological monitoring and evaluation program, the proposed Second Amendment with Reilly CM will extend construction management and field inspection services, and therefore environmental subconsultant services, through the end of the construction period.

The proposed change orders include funds to address private access road remediation due to construction impacts; survey and staking to re-establish permanent City easements on private properties; mitigation related to stormwater impacts during construction on private properties; private-side recycled water retrofits included in the terms of previously signed recycled water purchase agreements with the growers; and bid allowances for field orders and potential additional or unforeseen field circumstances. The proposed change orders would add an additional 365 calendar days to the construction contract, resulting in construction completion in June 2024. Approval of these change orders, second amendment, budget adjustment, and subsequent completion of construction would bring the Project to construction completion.



CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

- A. Resolution No. 2023-65
- B. Resolution No. 2023-63
- C. Resolution No. 2023-63 Exhibit "A" – Reilly Construction Management, Inc. Second Amendment

ATTACHMENTS

- A. Attachment "1" – Recycled Water Easterly Agriculture Distribution System Project Change Order
- B. Attachment "2" – Budget Adjustment



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

**Recycled Water Easterly
 Agriculture Distribution
 System Project**
Change Order No. 13

**Project: Recycled Water Easterly Agriculture
 Distribution System Project**

**Public Improvement Agreement No. A- 3367
 Account # 5203-557-420-801507**

Contractor: SC Valley Engineering, Inc.
656 Front Street
El Cajon, CA 92020

PO 39125

Change Order Number: 13

Description of change(s): Contract basis of change order is under Contract General Conditions Article 10, CHANGES IN THE WORK, using the Cost of Work pricing method (under Contract General Conditions Article 11.1) See pages 2-4 for continuation.

These changes are owner-requested. The agreed-upon amount of this Change Order (CO) 13 is \$1,522,000.00. A total of 365 calendar days are added to the contract. This CO includes all overhead and profit as related in Contract General Conditions Article 11.3 and represents accord and satisfaction between the City of Escondido and SC Valley Engineering, Inc.

Notice to Proceed: 8/16/2021 Contract Duration: 448 calendar days Original Contract: \$5,883,214.00	Agreed Upon Lump Sum	Unit Prices	Cost of Work	Calendar Days Added	Total Revised Contract Days	Completion Date
CO 01: Federal prevailing wage changes	\$0			0	0	11/7/22
CO 02: (ref BI 5) Tree Trimming-new rate		\$75,000		0	0	11/7/22
CO 03: (ref BI 35) Allowance for Additional Field Orders	\$150,000			0	0	11/7/22
CO 04: (ref BI 33) add Pipe Zone Backfill		\$60,000		0	0	11/7/22
CO 05: (ref BI 19) Separate Unit accounting for WP-05 slope anchor walls and WP-07 pipe anchor walls	\$0			0	0	11/7/22
CO 06: (ref BIs 9 and 15) Add 8-inch DR13.5 HDPE Recycled Water Pipeline		\$133,250		0	0	11/7/22
CO 07: (ref BI 9 and 15) Delete 14-inch DR13.5 HDPE Recycled Water Pipe		-\$172,200		57	505	1/4/23
CO 08: Add epoxy coating requirements	\$34,074.19			0	505	1/4/23
CO 09: Convert a portion of BI 31 & all of No. 34 to general allowance for field orders	\$0			0	505	1/4/23
CO 10: Add Additional Calendar Days to the Contract	\$0			67	572	3/11/23
CO 11: Changes to PRV Station at Station 71+60	\$95,521.57			4	576	3/15/23
CO 12: Convert a portion of BI No. 19 & 31 & all the remaining amount of CO No. 02 to general allowance for field orders. Add additional calendar days to the Contract	\$0			58	634	5/12/23
CO 13: Add Extra Work Activities per Item List Items 1-14			\$1,522,000	365	999	5/12/24
Total	\$279,595.76	\$96,050	\$1,522,000	551	999	5/12/24
		\$1,897,645.76				

Amended Contract Amount: \$7,780,859.76

Amended Contract Completion Date: 5/12/2024



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

*Recycled Water Easterly
 Agriculture Distribution
 System Project
 Change Order No. 13*

Description of Change(s):

By means of this change order, the following work (as described in Items 1-14) is added to the Recycled Water Easterly Agriculture Distribution System (RWEADS) Project. This work will add 365 Calendar Days to the RWEADS Project:

	<u>Increase</u>	<u>Decrease</u>	<u>Time</u>
Item No. 1: Mobilization and General Conditions.	\$100,000.00		365 Cal. Days
Item No. 2: Bar-B-Ranch Road Repairs to equal or better condition (up to 20,000 SF). Two-inch overlay of newly compacted hot mix AC paving over existing compacted native soil material or over pulverized and compacted existing AC material in degraded areas or crack seal and tack emulsion spray coat over existing AC roadway surface after dig out repairs in moderate areas.	\$65,000.00		
Item No. 3: Wylie Grove/Compton Road Repairs to equal or better condition. Crack seal and tack emulsion spray coat over existing AC roadway surface after dig out repairs only.	\$30,000.00		
Item No. 4: Survey and survey marker installations to re-establish permanent City utility easement on private properties. Survey to identify property lines, plat and legal descriptions.	\$60,000.00		
Item No. 5: Relocation of 3-inch irrigation service pipeline into an excavated trench serving the Patterson property.	\$40,000.00		
Item No. 6: Access road remediation work in all Phase 1, 2 and 3 areas.	\$100,000.00		
Item No. 7: Installation of additional permanent SWPPP BMP/Erosion Control Measures in all Phase 1, 2 and 3 areas.	\$50,000.00		
Item No. 8: Installation of two additional recycled water meter assemblies.	\$30,000.00		
Item No. 9: Installation of two additional Blow Off assemblies.	\$22,000.00		
Item No. 10: Steel Pipe Bridges adjustment costs to original cost.	\$25,000.00		
Item No. 11: Road improvements at lower Phase 1 due to groundwater.	\$50,000.00		
Item No. 12: Demobilization and General Conditions.	\$50,000.00		
Item No. 13: Installation of private side retrofits in accordance with County Department of Health Services.	\$100,000.00		
Item No. 14: Bid Allowance for Field Orders	\$800,000.00		



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

*Recycled Water Easterly
 Agriculture Distribution
 System Project
 Change Order No. 13*

Change Order No. 13 Total Amount	\$1,522,000.00	365 Cal. Days
<i>Total Amount Change Orders No. 1 through 13</i>	<i>\$1,897,645.76</i>	<i>551 Cal. Days</i>

Reason for change(s):

Item 1: The Contractor has demobilized from the project to allow environmental/cultural work to be completed. Additional funds are required for Contractor mobilization and general conditions.

Item 2: The Bar-B-Ranch property manager allowed access through a private AC paved access road located at 2165 Cloverdale Road to construct portions of the Phase 3 recycled pipeline. Restore existing access road to as good or better condition after pipeline construction is completed.

Item 3: The Wylie Grove/Compton Ranch property manager allowed access through two private AC paved access roads located at 1951 and 2025 Cloverdale Road to construct portions of the Phase 3 recycled pipeline. Additional funds are needed to repair degraded sections of the access roads after pipeline construction is completed.

Item 4: A professional land surveyor is required to survey the permanent waterline easement after construction. The Contractor shall install permanent survey markers to provide visual markers where the permanent easement exists on private property. A professional land surveyor is required to survey and identify the property lines to identify the limits of private property as it relates to the City’s permanent waterline easements.

Item 5: A temporary 3-inch irrigation service highline was required prior to constructing the proposed 20-inch recycled water pipeline approximately between STA 77+55 and STA 70+11 per executed Field Order Numbers 24a and 24b. The Contractor will relocate the temporary above ground pipeline into a new excavated trench on the Patterson property next to the City waterline easement, connect the main to the existing sprinkler laterals, backfill and compact the trench now that the permanent installation of the new 20-inch recycled pipeline in this area is complete.

Item 6: Additional grading and placement of Class II base in strategic grove access roads within the City waterline easement to allow safe access by City operation crews for maintenance and repair purposes.

Item 7: Additional installation of biodegradable coconut blanket matting and fiber rolls is required in strategic slope areas within all Phase 1, 2 and 3 areas to protect against future erosion of soils caused by rain events.

Item 8: Two additional 3-inch and 4-inch recycled water meter connections and assemblies per RW-5-E are required in Phase 1 and Phase 3 locations for Burr owned grove.

Item 9: Two additional 4-inch blow off assemblies per RW-7-E are required to better suit the operational needs of the City maintenance crews.

Item 10: Additional funds are required above and beyond the original cost shown in Bid Item No. 25 (Steel Pipe Bridges) to accommodate additional survey costs and for delay costs in fabrication of one of the six total pipe utility bridges.



City of Escondido
Utilities Construction Management
1521 South Hale Avenue
Escondido, CA 92029

*Recycled Water Easterly
Agriculture Distribution
System Project
Change Order No. 13*

Item 11: Improvements to the lower section of the Phase 1 waterline easement to mitigate for potential saturated ground after severe rain events.

Item 12: Additional funds are required for Contractor demobilization and general conditions.

Item 13: Installation of private side meter retrofits in accordance with Recycled Water Agreements and County Department of Health Services.

Item 14: Provide additional field order allowance to fund potential additional and/or unforeseen changes for the project.

The Project Team, Construction Manager, and Contractor continue negotiating all additional work to maximize efficiencies and manage costs for the overall Project.

End of Change Order



BUDGET ADJUSTMENT REQUEST

Department:	Utilities	For Finance Use Only
Department Contact:	Angela Morrow	
City Council Meeting Date: <i>(attach staff report)</i>	June 21, 2023	
		BA # _____
		Fiscal Year _____

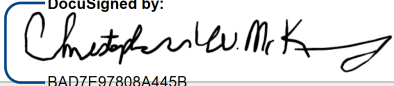
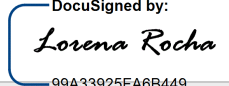
EXPLANATION OF REQUEST

To fully fund the construction of the Recycled Water Easterly Agriculture Distribution System Project.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Recycled Water Easterly Agriculture Distribution System	557-801507	\$5,000,000	
Unallocated Reserves	3050-558		\$5,000,000
Transfer Out-to Capital Projects Fund	5999-558	\$5,000,000	
Transfer In-from Operating Fund	4999-557	\$5,000,000	

APPROVALS

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DEPARTMENT HEAD	DATE	FINANCE	DATE

RESOLUTION NO. 2023-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, CHANGE ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT WITH S.C. VALLEY ENGINEERING, INC., FOR THE CONSTRUCTION OF THE RECYCLED WATER EASTERLY AGRICULTURE DISTRIBUTION SYSTEM PROJECT

WHEREAS, on July 14, 2021, the City Council adopted Resolution No. 2021-95 authorizing execution of a Public Improvement Agreement with S.C. Valley Engineering, Inc., in the amount of \$5,883,214 for the construction of the Recycled Water Easterly Agriculture Distribution System Project (the “Project”); and

WHEREAS, discovery of previously unidentified culturally sensitive areas within the Project easement require new environmental and archaeological services to recover and repatriate cultural artifacts per consultation with designated local Native American Tribes and have resulted in additional project costs; and

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

WHEREAS, City staff have completed negotiations with S.C. Valley Engineering, Inc., and the Deputy City Manager/Director of Utilities recommends authorization of change orders to the Public Improvement Agreement with S.C. Valley Engineering Inc., in the amount of \$1,897,645.76, bringing the total contract value to \$7,780,859.76 to complete the Project; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager/Director of Utilities.
3. The City Council authorizes the Deputy City Manager / Director of Utilities and his or her designee to execute, on behalf of the City, change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc.

RESOLUTION NO. 2023-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH REILLY CONSTRUCTION MANAGEMENT, INC. FOR CONSTRUCTION MANAGEMENT OF THE RECYCLED WATER EASTERLY AGRICULTURE DISTRIBUTION SYSTEM PROJECT

WHEREAS, on July 14, 2021, the City Council adopted Resolution No. 2021-95 authorizing the execution of a Public Improvement Agreement in the amount of \$5,883,214 with S.C. Valley Engineering, Inc., for the construction of the Recycled Water Easterly Agriculture Distribution System Project (“Project”); and

WHEREAS, on July 14, 2021, the City Council adopted Resolution No. 2021-97 authorizing the execution of a Consulting Agreement in the amount of \$1,172,787 with Reilly Construction Management, Inc. for construction management services for the Recycled Water Easterly Agriculture Distribution System Project; and

WHEREAS, on January 3, 2023, a First Amendment to the Consulting Agreement with Reilly Construction Management, Inc., in the amount of \$178,093 was executed for construction management services for the Recycled Water Easterly Agriculture Distribution System Project; and

WHEREAS, the discovery of previously unidentified culturally sensitive areas within the Project easement require new environmental and archaeological services to recover and repatriate cultural artifacts per consultation with designated local Native American Tribes; and

WHEREAS the Deputy City Manager / Director of Utilities recommends that the Second Amendment to the Consulting Agreement, in the amount of \$1,141,434.95, be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Amendment, bringing the total contract value to an amount not to exceed \$2,492,314.95 to complete the Project.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.
3. That the City Council authorizes the City Manager and his or her designee to execute, on behalf of the City, a Second Amendment to the Consulting Agreement with Reilly Construction Management, Inc. 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.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Randy Manns
760-839-6290, ext. 7031
("CITY")

And: Reilly Construction Management, Inc.
a California corporation
3585 Prince St.
Escondido, CA 92025
Attn: Scott Reilly
760-310-9816
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated July 22, 2021, which was subsequently amended by a First Amendment dated January 3, 2023 (collectively, the “Agreement”), wherein CITY retained CONSULTANT to provide construction management services for the Recycled Water Easterly Agriculture Distribution System Project (“Project”), as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to cover additional subcontract management of environmental and archaeological monitoring services provided by CONSULTANT in relation to the Project due to the discovery of subsurface deposits from previously unidentified culturally sensitive areas within the Project easement.

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

1. The CONSULTANT shall furnish all of the Services described in the Agreement and the services described in “Attachment A” to this Second Amendment, which is attached hereto and incorporated herein by this reference.

2. Pursuant to this Second Amendment, the CITY will compensate CONSULTANT an additional amount not to exceed the sum of **\$1,141,435**. The contract price of this Second Amendment (\$1,141,435) shall bring the cumulative Agreement price to \$2,492,315.
3. Pursuant to this Second Amendment, the term of the Agreement shall be extended through completion of construction and upon written confirmation from the CITY that all CONSULTANT tasks have been fulfilled for Project close-out.
4. Pursuant to this Second Amendment, the following rates for services (as described in the Agreement) shall remain in effect throughout the term of this Second Amendment. Any service rates not listed below, shall remain unchanged.

Task Description	Total Cost
Coordination	\$24,000
Inspection	\$67,000
Document Control/Record Keeping	\$18,000
Project Management	\$75,550
Subconsultant Management	\$851,700
Mark up on Task 5	\$105,185
Total	\$1,141,435

Labor Category	Rate
Construction/Subconsultant Project Management	\$170 per hour
Field Inspection	\$150 per hour
Document Control/Record Keeping	\$100 per hour

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Reilly Construction Management, Inc.

Date: _____

Scott Reilly, Owner

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"

In addition to the Services described in the Agreement, CONSULTANT shall provide Task 5 services as detailed in this Attachment A.

Task 5 – Subconsultant Management

1. Consultant to manage subconsultant, Helix, for the following new environmental services associated with this Second Amendment:
 - a. Construction Monitoring: One archaeological monitor and one monitor each from Saving Sacred Sites and Red Tail will be present during excavation and trenching. If intact archaeological deposits or human remains are identified during trenching, excavation will be halted and consultation with the Tribes performed to determine a path forward. Any additional testing or data recovery required resulting from such finds will be performed under a separate scope of work and budget augment.
 - b. Water Screening: A water screening operation will be established and performed on trench spoils within the identified culturally sensitive areas. The methods for processing site soils will entail both manual screening and the use of a mechanical screen. The water screening operation will be performed by a team of four archaeologists and four Tribal monitors. Cultural items collected from the screens will be stored on site in a secured storage container until reburial. The collection will not be sorted or inventoried prior to reburial. If any diagnostic artifacts are identified during screening, they will be noted, described, and included with the collection for reburial but will not be subjected to formal analysis. Soils processed by water screening will be maintained near the trench to be utilized as backfill once the piping has been installed.
 - c. Monitoring Report: At the completion of water screening and once the cultural items collected have been reburied, an archaeological monitoring letter report will be prepared and submitted as the final cultural resources deliverable.



STAFF REPORT

June 21, 2023
File Number 0610-90

SUBJECT

PUBLIC COMMENT POLICY

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council consider and provide direction to staff regarding the City of Escondido's ("City") current public comment policy.

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

Presenter: Zack Beck, City Clerk

PREVIOUS ACTION

On May 24, 2023, Councilmember Morasco requested a future agenda item to discuss the City's public comment policy.

BACKGROUND

Brown Act Requirements

California's sunshine law, the Ralph M. Brown Act (Government Code sections 54950-54963) (the "Brown Act"), is intended to provide public access to local government agencies. In order to achieve this objective, local government bodies subject to the Brown Act must provide public notice of their meetings, post agendas of the subjects to be discussed at those meetings, and provide public access to those meetings (unless exempted).

The Brown Act requires all regular meetings of a legislative body to be open and public. Government Code section 54954.3(a) provides in relevant part:

Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.



CITY of ESCONDIDO

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Government Code section 54954.3(b)(1) provides in relevant part:

The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. (Emphasis added.)

The Brown Act mandates two types of public comment periods for its meetings. The first is a general audience comment period, often referred to as “oral communications,” which is the part of the meeting where the public can comment on any non-agenda item of interest that is within the subject matter jurisdiction of the local agency. The legislative body cannot take action on items at the time they are raised during oral communications but may briefly respond to the statement (e.g. "thank you for your remarks"); ask for clarification; provide the necessary reference to staff or other resources for factual information and possible follow up; request staff to report back to the legislative body at a later meeting; and/or direct staff to place a matter of business on the future agenda.

The second type of public comment period is the opportunity for public comment pertaining to items on the agenda. The Brown Act requires the legislative body to allow these specific comment periods on agenda items to occur prior to or during the City Council's consideration of that item.

As to both oral communications and agenda public comments, the Brown Act specifically provides local agencies the authority to “adopt reasonable regulations to ensure that the intent [of the Act] is carried out.” Government Code section 54954.3(b)(1). Such regulations may include, but are not limited to, a limitation on the length of time a speaker may speak on a matter and matters relating to the conduct of the meeting including measures to address disruptive conduct and irrelevant speech. In all such circumstances, the agency’s rules must be reasonable.

In September 2021, as a result of Assembly Bill 339, Section 54953 of the California Government Code was amended as follows:

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.



CITY of ESCONDIDO

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Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

Current City Council Meeting Practice.

The City Council meetings are live streamed on the City’s webpage at <https://www.escondido.org/meeting-broadcasts> and are available for viewing on public television on Cox Communications Channel 19 in Escondido. The public is (and has always been) able to view archived meetings on the City’s website.

In order to address the needs for public comment under the Brown Act, as suspended and modified by executive orders during the pandemic, the City implemented the practice of allowing the public to submit comments on the City’s website at: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment> on March 25, 2020.

The City Clerk circulates comments submitted through this portal to the City Council before the meeting and reads the comments submitted before the deadline (4:00 p.m. the day before the Council Meeting) aloud for both oral communications and agenda items during the Council Meeting.

In all cases, the Clerk reads the public comments verbatim received on agenda and non-agenda items at the meeting for up to the (pre-existing) three minute speaking time. Thereafter, the Clerk’s Office makes all public comments a part of the public record.

On February 3, 2021, the City Council directed staff to continue the practice of allowing comments to be submitted electronically and read into the record by the City Clerk.

Public Comment Practices in San Diego County.

The City Clerk’s Office studied how other local public agencies are handling public comment for their jurisdictions. Of the eighteen cities surveyed in San Diego County, nine allow comments to be submitted electronically by the public (Carlsbad, Chula Vista, Del Mar, Encinitas, Escondido, Imperial Beach, Oceanside, National City, San Diego). Of those cities that do provide for electronic submission of public comments, two read the comments into the record and circulate the comments to the City Council (Escondido and Imperial Beach). The remaining cities do not read the comments into the record and circulate the public comments to the City Council.

Conclusion

The Clerk’s Office accepts public comments electronically through the City’s website and then distributes those written public comments to allow the councilmembers to read them before the meeting. The Clerk thereafter publicly reads the comments verbatim for up to three minutes at the meeting. The public comments are then permanently filed as part of the minutes of the meeting.



STAFF REPORT

June 21, 2023

File Number 0600-10; A-3564

SUBJECT

MEMORANDUM OF UNDERSTANDING AND PUBLIC SERVICES AGREEMENT WITH ESCONDIDO COMPACT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No 2023-76, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement and enter into a Memorandum of Understanding with Escondido COMPACT, a California nonprofit public benefit corporation, for intervention and prevention services for at-risk youth in the community.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police; Lisa Rodelo, Deputy Director of Police Support Services

FISCAL ANALYSIS

The funding for this agreement will be covered by the Police Department Operating Budget.

PREVIOUS ACTION

On November 7, 2018, the City Council accepted Innovations in Community-Based Crime Reduction Program Grant in the amount of \$931,395 to cover crime prevention, intervention and suppression efforts through a collaborative partnership with Escondido COMPACT.

BACKGROUND

Escondido COMPACT, a California nonprofit public benefit corporation, will provide the City of Escondido, with intervention and prevention services for at-risk youth in the community.

Escondido COMPACT is a unique nonprofit public benefit corporation designed to help at risk youth in the community to achieve success into adulthood. Escondido COMPACT has been promoting youth/student success and career education since 1989. Over the years, Escondido COMPACT has grown and, with the support of the Board of Directors and community partners, has expanded its programming with the ongoing focus of servicing at-risk youth. Escondido COMPACT partners with the City, the Chamber of Commerce, various North County School Districts (K-12), local businesses, County of San Diego



CITY of ESCONDIDO

STAFF REPORT

departments, and the youth criminal justice system to provide enriching experiences for all youth/students who access these programs. Escondido COMPACT fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate. Escondido COMPACT's decades-long partnerships and proven results afford it a unique ability to provide vital services to the City. Through a variety of other grants and funding sources outside of the City, Escondido COMPACT provides wrap around services to at-risk youth and their families in Escondido that compliment and expand services contracted by the City.

Escondido COMPACT's mission is to develop and implement community-wide programs to support education for at-risk youth. Escondido COMPACT's purpose is to expand the education and career opportunities for youth/students in the City and to assist them in becoming contributing members of our community. Escondido COMPACT is committed to providing innovative youth leadership development, youth workforce development, violence prevention, and health/safety/well-being programs. Escondido COMPACT has four main programmatic areas: 1) Education 2) Violence Prevention and Intervention 3) Community/Youth Development and 4) Youth and Adult Workforce Development.

Your approval today will provide the community with continuing resources necessary for intervention and prevention efforts.

RESOLUTIONS

- A. Resolution No. 2023- 76

ATTACHMENTS

- A. Exhibit A: Public Services Agreement with Escondido COMPACT
- B. Exhibit B: Memorandum of Understanding with Escondido COMPACT

RESOLUTION NO. 2023-76

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 AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ESCONDIDO COMPACT FOR INTERVENTION AND PREVENTION SERVICES

WHEREAS, the City of Escondido (“City”) recognizes that Escondido COMPACT fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate, and assists in providing important services to at-risk youth and their families in Escondido that compliment and expand other existing City services; and

WHEREAS, it is in the best interest of the City to retain intervention and prevention services for at-risk youth in the community; and

WHEREAS, the City of Escondido has worked collaboratively with Escondido COMPACT in the past; and

WHEREAS, the City desires to execute a new Public Services Agreement and enter into a Memorandum of Understanding with Escondido COMPACT to implement their shared needs.

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 Council authorizes the Mayor to enter into a Public Services Agreement, attached as Exhibit “A”, and a Memorandum of Understanding, attached as Exhibit “B” with Escondido

COMPACT, in substantially similar forms to those attached to this Resolution and incorporated by this reference and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Edward Varso, Chief of Police
760-839-4706
("CITY")

And: ESCONDIDO COMPACT
a California nonprofit public benefit corporation
220 S. Broadway
Escondido, CA 92025
Attn: Patricia Huerta, Executive Director
760-839-4274
("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 **\$150,000 per fiscal year** throughout the term of this Agreement. The total contract price of this Agreement shall not exceed **\$600,000**. 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.
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) 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 and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* 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.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, 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.
 - (6) *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.
 - (7) *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.
 - (8) *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/dprevagedetermination.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.

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

ESCONDIDO COMPACT

Date: _____

Signature

Name & 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

The Escondido COMPACT, a California nonprofit public benefit corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with intervention and prevention services for at-risk youth in the community.

Contractor is a unique nonprofit public benefit corporation designed to help at risk youth in the community to achieve success into adulthood. Contractor has been promoting youth/student success and career education since 1989. Over the years, Contractor has grown and with the support of the Board of Directors and community partners has expanded its programming with the ongoing focus of servicing at-risk youth. Contractor partners with the City, the Chamber of Commerce, various North County School Districts (K-12), local businesses, County of San Diego departments, and the youth criminal justice system to provide enriching experiences for all youth/students who access these programs. Contractor fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate. Contractor's decades long partnerships and proven results afford it a unique ability to provide vital services to the City. Through a variety of other grants and funding sources outside of the City, Contractor provides wrap around services to at-risk youth and their families in Escondido that compliment and expand services contracted by the City.

Contractor's mission is to develop and implement community-wide programs to support education for at risk youth. Contractor's purpose is to expand the education and career opportunities for youth/students in the City and to assist them in becoming contributing members of our community. Contractor is committed to providing innovative youth leadership development, youth workforce development, violence prevention, and health/safety/well-being programs. Contractor has four main programmatic areas: 1) Education 2) Violence Prevention and Intervention 3) Community/Youth Development and 4) Youth and Adult Workforce Development.

B. Location

Contractor will provide services at 220 S. Broadway, Escondido, CA 92025 and 1163 N. Centre City Parkway, Escondido, CA 92026.

C. Services

1. Juvenile Diversion Program

- a. The Juvenile Diversion program is funded by the City and both Escondido public school districts; Escondido Unified School District ("EUSD") and Escondido Unified High School District ("EUHSD"). It is designed to work with juveniles engaged in the justice system through the components listed below.
- b. Multi-Disciplinary Team ("MDT"): MDT meets twice a month. Members of the team include school administration, police department, local community-based organizations, substance abuse professionals, and the faith community.
 - i. 2 hearings per month
 - ii. 5 cases per hearing – 10 cases per month
- c. Youth Court: Youth Court is a diversion program that allows youth offenders to be tried and represented by their peers at their sentencing hearing. This educational process gives youth a chance to hear and speak out for each other, while learning more about the judicial system.

- i. 2 hearings per month
 - ii. 6 cases per hearing – 12 cases per month
 - d. Diversion Hearings/Drug Court: Similar to youth court, juveniles and their parents attend hearings to accept responsibilities to justice involved individuals. Diversion contracts involve community service hours, counseling, life skills classes, apology letters, etc.
 - i. Scheduled as needed
 - ii. 8-12 cases per hearing
 - e. Staff
 - i. Executive Director/Oversight
 - ii. Program Manager
 - iii. Case Managers - 2 (1 male / 1 female)
 - iv. Partners – 8 Organizations
 - v. Volunteers – Youth and Adults
 - f. City Support specific to this Program:
 - i. Staff support provided by the City, when needed,
 - ii. Volunteers to escort MDT participants around the Police and Fire Headquarters
 - iii. Volunteers to assist with Youth Court facilitation
 - iv. Staff to act as the Youth Court Judge
 - v. Meeting rooms, at the Police and Fire Headquarters, provided at no cost
- 2. Family Intervention Team (“FIT”) – Boy’s Council Program
 - a. FIT is a male gender specific program that pairs a retired law enforcement officer with a former gang member to run accountability groups at schools and conduct home visits with at-risk boys. FIT operates at various schools within both Escondido districts from 5th graders through high school.
 - i. 10-week session – rotating 5-6 groups at a time
 - ii. 8-15 participants per group
 - iii. 5th graders through high school students
 - iv. Summer program
 - v. Curriculum from the One Circle Foundation
 - b. Staff
 - i. FIT Specialists – 2 (Former Gang Ties)
 - ii. FIT Officers – 2 (Retired Law Enforcement/Probation/Parole)
 - c. City Support specific to this Program:
 - i. Staff support for FIT activities, as needed
- 3. Girls Rock – Girls Group Program
 - a. Girls Rock is a gender specific program for girls that offers mentoring from a youth facilitator and female police officers. For girls, the transition from middle to high school often marks the beginning of a number of problem behaviors including substance use, aggressive and violent behavior, and high-risk sexual behavior. For many, the transition proves too difficult, and they leave school altogether. Bringing Girls Rock to this important transition year of 9th grade and the critical middle school years, helps increase girls’ self-efficacy and reduce the likelihood they will become violent or use drugs and alcohol.
 - i. 10-week session – rotating 3 groups at a time
 - ii. 8-15 participants per group
 - iii. Middle and high school students
 - iv. Summer program
 - v. Curriculum from the One Circle Foundation
 - b. Staff
 - i. Girls Rock Facilitator
 - ii. Escondido Police Department (“EPD”) female police officer
 - c. City Support specific to this Program:

- i. Staff support, as needed
4. Cannabis Abuse Program (“CAP”)
 - a. CAP is a 6-week workshop for youth who use marijuana. The workshop series includes group and one-on-one sessions to help a youth stay sober and get back on track at school and home. The topics covered are as follows: the danger of marijuana, teenage brain on weed, truth about medical marijuana, goal setting, and refusal skills.
 - i. 6-week workshop
 - ii. 8-12 participants
 - iii. High School Program
 - b. Staff
 - i. CAP Facilitator
 - ii. Intern
 - c. City Support specific to this Program:
 - i. Staff support, as needed
5. Guiding Good Choices Program
 - a. Guiding Good Choices is a 5-week workshop series for parents and caregivers of elementary and middle school children (ages 9-14). Classes are offered in English and Spanish. The workshop covers the following topics: improving family communication, teaching kids to say “no,” learning about the impacts of drug use, managing family conflicts, and creating a parent support network.
 - i. 5-week workshop
 - ii. 8-15 participants
 - iii. Parents of 9-14 year-old children
 - b. Staff
 - i. Trained Facilitators – 8 (Other Contractor case manager staff)
 - c. City Support specific to this Program:
 - i. Staff support, as needed
6. Tattoo Removal Program
 - a. The North County Tattoo Removal Program is a partnership with the Escondido Gang Reduction Intervention and Prevention (“EGRIP”) Taskforce, Escondido Police Department, Escondido COMPACT, and Neighborhood Healthcare. The program is funded through a Neighborhood Revitalization Grant from Supervisor Bill Horn’s Office and a CalGRIP Grant. This free program is available for people who live in North San Diego County. Participants must have visible gang tattoos on their face, head, neck and/or hands which are inhibiting their ability to find employment or leave the gang life. They must not have any current involvement with gangs, gang members, or gang activity. While the participants are going through the process of having their tattoos removed, they will also receive case management services, academic support in achieving high school diploma or GED, and training to help achieve career goals and gain employment.
 - i. 1x per month laser treatment
 - ii. 30 participants
 - iii. Case management
 - iv. Career/work support services
 - v. Intervention/prevention benefits
 - b. Staff
 - i. Program Manager
 - ii. Case Manager
 - iii. Partner – Neighborhood Healthcare
 - c. City Support specific to this Program:
 - i. Staff support, as needed

- d. Vetting for participant; confirmation that candidate is a good fit for this program
- 7. Alternatives to Detention (“ATD”) Program
 - a. ATD is a countywide program to provide a continuum of detention alternatives to low-risk juvenile offenders by providing case advocacy, home confinement, reporting centers, anger management, cool beds program, supervision and structured activities, intensive case management, and wrap-around family services. The “cool beds” program is a San Diego County-wide program which is available to juveniles who have committed a misdemeanor family offense and/or are currently on Juvenile probation who would not typically need to be detained in Juvenile Hall, however they cannot stay in their home due to other reasons, such as safety. The “cool beds” program allows a safe space for such juveniles in lieu of Juvenile Hall detention.
 - i. 25 participants – 60 per year
 - ii. Case management
 - iii. Intervention/Prevention Services
 - iv. Cool Bed
 - b. Staff
 - i. Case Manager
- 8. City Support specific to this Program:
 - a. Staff support, as needed

D. Scheduling

Inquires relating to this Agreement, including coordination with City staff as may be needed, may be directed to Captain Kevin Toth at 760-839-4487 or ktoth@escondido.org. Work shall be performed between the hours of 8 a.m. and 5:30 p.m., Monday through Friday, unless otherwise directed. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The total contract price of this Agreement shall not exceed **\$600,000**. **Contractor shall not be paid more than \$150,000 per fiscal year throughout the term of this Agreement.** The contract price includes all labor related to Contractor staff time spent on program operations approved by the Chief of Police. 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.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2026**.

G. Other

Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ESCONDIDO EDUCATION COMPACT AND THE CITY OF ESCONDIDO**

This Memorandum of Understanding (“MOU”) is entered by and between The Escondido Education COMPACT, a California non-profit public benefit corporation (“COMPACT”), and the City of Escondido, a California municipal corporation (“City”) (referred to collectively herein as the Parties), and is made with reference to the following:

WHEREAS, the City recognizes its role as a founding member of COMPACT, an organization dedicated to the perpetuation of the well-being and upward mobility of its residents, in particular that of youth and families;

WHEREAS, the City supported COMPACT at its founding in December, 1989 formally approving the City’s participation in COMPACT by the appointment of two individuals to serve on its Board of Directors, and authorizing the provision of office space and limited services in City facilities;

WHEREAS, over the years, COMPACT, with the support of its Board of Directors and community partners, has expanded its programming to meet the community needs, with the ongoing focus of serving at-risk youth and their families, and has partnered with the City, the Chamber of Commerce, various North County School Districts (K-12), local businesses, County of San Diego departments, and the youth criminal justice system to provide enriching experiences for all youth/students who access these programs;

WHEREAS, the City recognizes that COMPACT fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate, and assists in providing important services to at-risk youth and their families in Escondido that compliment and expand other existing City services;

WHEREAS, the City recognizes that its continued support of COMPACT represents an ongoing partnership with the School Districts, Chamber of Commerce, and the business community to ensure a healthy economic future for its residents; and

WHEREAS, the City and COMPACT have agreed to establish a formal agreement that commemorates and reflects their 34-year relationship based on cooperation as aforementioned;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits to be derived by both parties and the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. GENERAL PURPOSE OF THE MOU

The general purpose of this MOU is to memorialize the existing relationship between the Parties, and to present a strategy for the future. It is expected that the collaborative relationship between the Parties will continue to provide a mutual benefit to both Parties.

SECTION 2. COMMUNITY BENEFITS PROVIDED BY COMPACT

2.1 COMPACT's historic goal of expanding the education and career opportunities for youth and assisting them in becoming contributing citizens in the community has expanded to include services for adults. COMPACT is committed to providing innovative academic support, leadership development, workforce development, prevention/intervention, and health and wellness programs, with the goal of having safe communities comprised of contributing, healthy, educated, and empowered individuals.

2.2 COMPACT provides a variety of services benefitting the youth and families of the greater Escondido community. Most of the services are provided under the auspices of partner and granting organizations; including, but not limited to the following:

- San Diego County Health and Human Services Agency
- San Diego County Probation Department
- US Center for Disease Control
- San Diego Work Force Partnership
- San Diego County Office of the District Attorney
- US Department of Justice
- US Department of Housing and Urban Development (CDBG)
- Escondido Union High School District
- Escondido Union School District
- Classical Academies
- City of Escondido

2.3 Value to the Community

COMPACT estimates that during any fiscal year the value to the City of Escondido ranges between 1 Million to 2 Million dollars. Services range from Community Based Services (such as Resident Leadership Academies, Parent Groups and Classes, and Drug Prevention efforts, and Tattoo Removal Services), to School Based Services (such as Safe Routes to School, Career/Technical Education support), Violence Intervention and Prevention Efforts (Credible Messenger Mentoring, Youth Court, Multi-Disciplinary Team Meetings, Group and Individual Counseling), and Workforce and Education Services (such as Work Readiness Classes, Tutoring, and Career Days), as well as Homeless Prevention Programming. An average fiscal year of programming would provide services to nearly six thousand individuals.

Total Community Service Value to Escondido over the 2021-22 Operating Year is Calculated to be:

\$2,035,000 Budgeted Resources
5,863 Individuals Served
112,060 Hours Committed in Service to Clients
\$10,437,917 in Total Leveraged Value to the Escondido Community

SECTION 3. GENERAL SUPPORT PROVIDED BY THE CITY

In support of COMPACT's mission, goals, and programs, in addition to any program specific support listed elsewhere herein, the City will provide the following general support to COMPACT:

3.1 The City has agreed to lease certain property to COMPACT, at or below market rate, to assist COMPACT in carrying out its work. The parties will enter into a separate Lease Agreement detailing the terms of the lease. Any material breach of this MOU will also be considered a material breach of the Lease Agreement.

3.2 In addition to the below market building lease, the City has agreed to provide certain Information Technology support to COMPACT for a period of time, including phone and internet services, email support, and reduced rate photocopies, as detailed in the separate Lease Agreement.

3.3 The City has historically provided COMPACT with meeting rooms, subject to availability, at City Hall, at no cost, and will continue to provide this support.

3.4 The City will continue to provide support for COMPACT's Adopt-a-Creek Program wherein local organizations adopt a section and pledge to do regular clean-ups along the Escondido Creek Trail. The City Public Works Department provides support by unlocking trail sections, supplying certain supplies for clean up, and removing bags of gathered trash. The City will work together with COMPACT to update marketing materials for this project and will be in charge of messaging to ensure all marketing materials align with the improvements made as part of the grant project.

3.5 The City will continue to provide support and participation in events and services under COMPACT's Youth and Community Leadership Programs, such as Safe Routes to School, Bike Rodeos, School Safety Advising, National Night Out, Active Transportation Projects, Job Shadow Day and Career Day participation among other similar programs.

SECTION 4. OTHER CONTRACTS BETWEEN THE PARTIES

The City and COMPACT have entered into various other contractual agreements that are governed by separate contract agreements.

Those include but are not limited to a Public Services Agreement for services related to a Juvenile Diversion Program, Boy's Council Program (Family Intervention Team), Girls Council Program (Girls Rock!), Cannabis Abuse Program, Guiding Good Choices Program, Tattoo Removal Program, and Alternatives to Detention Program.

The Parties recognize that they may enter into additional contractual agreements during the term of this MOU, and that any agreement that the City will provide funds to COMPACT shall require a written agreement separate from and in addition to this MOU.

SECTION 5. ANNUAL FINANCIAL REPORT OBLIGATION

COMPACT will provide to the City an audited annual Financial Report, including a Profit/Loss Statement, current Business License, proof of 501(c)(3) standing, and proof of insurance. Such reports will be provided to the City within ninety (90) days of the completion of COMPACT's fiscal year. The City shall have 30 days after receipt of the Financial Report to either request additional information or deem the Financial Report complete.

SECTION 6. MATERIAL BREACH

Failure to comply with the Annual Financial Report Obligations contained herein, dissolution of the corporation or failure to maintain its 501(c)(3) status and all appropriate licenses and permits shall constitute a material breach of this MOU. Any material breach of another written contract between the Parties, such as those referenced in Section 7 of this MOU, will also constitute a material breach of this MOU.

A material breach of this MOU will also constitute a material breach of the Lease Agreement.

SECTION 7. TERM LENGTH. This MOU shall take effect when signed, and shall remain in force for a period of five years, or until such time as either Party terminates the agreement. The Parties agree to work together in good faith prior to the termination date to determine whether to modify the terms of the MOU or whether to allow it to automatically renew. If there has been no written notice of termination or written modification, this MOU will automatically renew at the end of the term, for an additional five-year period. Each Party reserves the right to terminate this MOU for any reason by delivering a 90-day notice in writing to the other.

SECTION 8. COUNTERPARTS. This MOU may be executed simultaneously or 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. Facsimile copies of originally executed signature pages shall serve for all purposes as originally executed signature pages.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives, effective as of the last date of signature below.

CITY OF ESCONDIDO

By: _____

Its: _____

Date: _____

COMPACT

By: _____

Its: _____

Date: _____

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

By: _____



STAFF REPORT

June 21, 2023
File Number 0145-20

SUBJECT

COUNTY OF SAN DIEGO HARM REDUCTION SERVICES PROGRAM

DEPARTMENT

Fire

RECOMMENDATION

Request the City Council provide direction regarding the County's Harm Reduction Application

Staff Recommendation: Provide Direction (Fire Department: Rick Vogt, Fire Chief; Police: Ed Varso, Chief of Police)

Presenter: Deputy Fire Chief John Tenger, Police Chief Ed Varso

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

The County of San Diego Harm Reduction Services Program has applied to the California Department of Public Health, Office of AIDS (CDPH/OA) for authorization of a syringe services program.

The Harm Reduction Services Program is a mobile community-based prevention program that provides a range of services, including integrated HIV, HCV and STI testing, referrals to substance use disorder treatment, health education, and access to and disposal of sterile syringes and injection equipment. Harm reduction services are available in the North Central, North Inland, East, and South regions of San Diego County. The mobile unit will be parked at the following County facilities:

- Health Services Complex (3851 Rosecrans Street, San Diego, CA 92110)
- Mills Building (1255 Imperial Avenue, San Diego, CA 92101)
- North Inland Live Well Center (649 West Mission Avenue, Escondido, CA 92025)
- North Coastal Live Well Center (1701 Mission Avenue, Oceanside, CA 92058)
- South Region Live Well Center (690 Oxford Street, Chula Vista, CA 91911)



CITY *of* ESCONDIDO

STAFF REPORT

In accordance with requirements in Health and Safety Code section 121349, the California Department of Public Health (CDPH) is seeking consultation with law enforcement officials in the proposed service areas.

Staff will share with Council a brief overview of considerations. Staff requests Council direction to be included in Staff's response to the CDPH pertaining to the authorization application. The CDPH is asking for our input by June 23, 2023.

ATTACHMENTS

- a. Attachment "1" – County San Diego Syringe Services Program Application

SYRINGE SERVICES PROGRAM (SSP)

Application Cover Page

Item 11.

Applicant Organization Information

Organization Name: County of San Diego Health and Human Services Agency		Telephone Number: (619) 293-4700
Proposed SSP Name (if different from organization name above): County of San Diego Harm Reduction Services Program		
Address (Number, Street, Suite #): 1600 Pacific Highway, Room 206		
City: San Diego	County: San Diego	ZIP Code: 92101
Mailing Address if Different From Above (Number, Street, Suite #): 690 Oxford Street		
City: Chula Vista	County: San Diego	ZIP Code: 91911
Name of SSP Administrator: Patrick Loose		Title: Chief, HIV, STD and Hepatitis Branch of Public Heal
Telephone Number: (619) 573-7841	E-Mail Address: patrick.loose@sdcounty.ca.gov	

Applicant Acknowledgement and Attestation

- 1.) The Applicant attests that upon Certification it will comply with state laws and regulations.
- 2.) The Applicant also attests that it has the capacity to begin syringe exchange services within ninety (90) days of Certification.
- 3.) The Applicant further acknowledges and agrees to the involvement of program participant input into program design, implementation, and evaluation. The Applicant understands that submission of an application does not constitute Certification.

Signature: Wooten, Wilma Digitally signed by Wooten, Wilma
Date: 2023.04.18 18:55:44 -07'00'

Date (mm/dd/yyyy): 04/18/2023

Program Information / Statement of Need

INSTRUCTIONS - For all question, put your response where it says ANSWER. Please use blue font

1. Briefly describe your organization's mission.

ANSWER:

The Health and Human Services Agency (HHS) is one of four business groups of the County of San Diego government. HHS provides a broad range of health and social services to promote wellness, self-sufficiency, and a better quality of life for individuals and families in San Diego County. HHS integrates health and social services through a unified service-delivery system that is family focused and community-based. Services are delivered in a cost-effective and outcome-driven fashion and support *Live Well San Diego* as well as the regional vision for healthy, safe, and thriving communities.

The goals of the HHS Harm Reduction Services Program are to:

1. Reduce transmission of HIV, hepatitis C, and other blood-borne infectious diseases among people who inject drugs, sexual partner(s) and drug sharing networks, and the larger community.
2. Decrease the number of fatal overdoses among people who inject drugs.
3. Increase the number of syringes that are safely and securely discarded in the community.
4. Increase community understanding of the health and social benefits associated with substance use treatment and harm reduction services.
5. Improve the quality of life of people who inject drugs in underserved communities by increasing access to social support services, medical care, and the continuum of evidence-based harm reduction services and substance use treatment.

2. Provide a description of the core services and any additional services that you will offer.

ANSWER:

The County of San Diego Health and Human Services Agency Harm Reduction Services Program (HRSP) will provide mobile syringe services using a needs-based distribution model. A mobile unit will be parked at County HHS facilities in Regions identified as areas of need for harm reduction services. HRSP will provide several direct services, including integrated medical screening activities (HIV, HCV and STI screening); education to participants about transmission of HIV, STIs, hepatitis C, and other blood-borne infectious diseases; and harm reduction, proper syringe disposal and overdose prevention. HRSP services will also include distribution of naloxone, safer sex supplies, fentanyl test strips, collection and safe disposal of used syringes, and provision of sterile syringes and other harm reduction supplies.

HRSP will also offer referrals to counseling and testing services, including HIV, HCV, and general primary health care; screening and treatment for STIs and substance use related medical issues; case management and support services; mental health and housing services; evidence-based harm reduction services, including low threshold medication-assisted treatment (MAT), behavioral treatment, and recovery support services (e.g., peer coaching and support, vocational counseling, legal services, etc.); and other social support services (e.g., housing, transportation, and food).

In addition to these services, HRSP staff members will participate in syringe clean-up efforts in the community, to respond to community concerns regarding the disposal of used injecting equipment.

CDPH/OA - Syringe Services Program Application

3. What is the estimated annual number of participants you will serve?

ANSWER:

1,000

4. What is the estimated annual number of syringes you will provide?

ANSWER:

500,000

5. What is the estimated annual number of syringes you will collect?

ANSWER:

Due to currently operating SSPs in the Central region and existing gaps in SSP availability in other County regions (ex. North Inland and South Bay regions), it is estimated that HRSP will collect 460,000 syringes a year.

6. SSP Location(s) – Provide a detailed description of the location(s) where you will offer services. A fixed location is one with a mailing address. A mobile site is an outdoor location.

Type (Fixed, Mobile, Home Delivery/Pick Up)	Address or Description	Days and Times
Mobile Site	South Region Live Well Center 690 Oxford Street Chula Vista, CA 91911	Monday – Friday between 9am - 5pm. Exact times to be determined by needs of participants and will be posted on program's website.
Mobile Site	North Inland Live Well Center 649 West Mission Avenue Escondido, CA 92025	Monday – Friday between 9am - 5pm. Exact times to be determined by needs of participants and will be posted on program's website.
Mobile Site	North Coastal Live Well Center 1701 Mission Avenue Oceanside, CA 92058	Monday – Friday between 9am - 5pm. Exact times to be determined by needs of participants and will be posted on program's website.
Mobile Site	Mills Building 1255 Imperial Avenue San Diego, CA 92101	Monday – Friday between 9am - 5pm. Exact times to be determined by needs of participants and will be posted on program's website.

CDPH/OA - Syringe Services Program Application

Item 11.

Mobile Site	Health Services Complex 3851 Rosecrans Street San Diego, CA 92110	Monday – Friday between 9am - 5pm. Exact times to be determined by needs of participants and will be posted on program's website.
Choose an item.		

If you do not have enough rows, submit the information requested for the additional locations in an attachment.

7. Provide the contact name, phone number, and email for any neighborhood associations affiliated with the location(s) of your proposed SSP.

ANSWER:

A HRSP mobile unit will be parked at County HHSA facilities in Regions identified as areas of need for harm reduction services. HRSP does not have access to all neighborhood associations, but the program will draw on relationships established, via the county's [Live Well San Diego](#) sector partnerships with regional community members, public safety, policymakers, and other stakeholders to ensure community has opportunity for input. Key stakeholder organizations can be found in Attachment A

8. Provide a short paragraph describing your SSP that OA will use to post on our website. The name of your organization, a description of your services, the location(s), and hours of operation must be included.

ANSWER:

The County of San Diego Harm Reduction Services Program (HRSP) is a mobile community-based prevention program that provides a range of services, including integrated HIV, HCV and STI testing, referrals to substance use disorder treatment, health education, and access to and disposal of sterile syringes and injection equipment. Harm reduction services are available in four of the six HHSA operational area Regions -- the East, North Central, North Inland, and South Regions of San Diego County.

- Health Services Complex
 - 3851 Rosecrans Street
 - San Diego, CA 92110
- Mills Building
 - 1255 Imperial Avenue
 - San Diego, CA 92101
- North Inland Live Well Center
 - 649 West Mission Avenue
 - Escondido, CA 92025
- North Coastal Live Well Center
 - 1701 Mission Avenue
 - Oceanside, CA 92058
- South Region Live Well Center
 - 690 Oxford Street
 - Chula Vista, CA 91911

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Please note that hours of operation for each of the above locations will be Monday – Friday between 9am - 5pm (on rotational basis). Exact times will be determined by needs of participants and will be posted on program's website.

9. Needs Statement – Why does your community need harm reduction services? Please use data to describe the needs in your community that your program will serve.

ANSWER:

As of December 31, 2020, there were 14,061 people in the San Diego County living with diagnosed HIV and an additional 1,392 persons estimated to be living with undiagnosed HIV infection (County of San Diego, 2021). The County of San Diego (County) is committed to reducing these numbers. On March 1, 2016, the Board of Supervisors adopted the Getting to Zero initiative, which seeks to end the HIV epidemic in 10 years. To achieve this goal, it is imperative to prevent HIV among persons who inject drugs (PWID), who are at high risk for getting HIV if they use needles, syringes, or other drug injection equipment that someone with HIV previously used (Centers for Disease Control and Prevention, CDC, undated). Additionally, injection drug use was a risk factor for 13% of persons living with HIV in San Diego County (County of San Diego, 2019).

Hepatitis C virus (HCV) is predominately transmitted through injection drug use in the United States; and among those with acute infections, 73% report injecting drugs (CDC, 2019). Based on surveillance data, the California Department of Public Health (CDPH) reported almost 37,000 diagnosed cases of chronic hepatitis C in San Diego (CDPH, 2017). In response, the County Health and Human Services Agency (HHS) and the American Liver Foundation - Pacific Coast Division developed a new initiative to eliminate hepatitis C in San Diego County (Eliminate Hepatitis C San Diego County Initiative, 2019). In the initiative's initial report, partners emphasized that ending the HCV epidemic required both harm reduction and treatment efforts. Thus, highlighting the importance of targeting HIV and HCV prevention efforts towards PWID.

Data regarding injection drug use in San Diego County is very limited. A 2007 estimate suggests that approximately 35,000 people in San Diego County inject drugs, it is likely that this rate has increased substantially since then. Similarly, a 2019 environmental scan of PWID in San Diego (Family Health Centers of San Diego and SDSU IPH, 2020) provided evidence of prevalent and worsening injection drug use across the County. This same report also presented research that firmly establishes that one of the most effective interventions for reducing health risks and infectious disease among PWID is a harm reduction approach, known as syringe service programs (SSPs).

SSPs have been challenging to establish in San Diego County largely due to a 1997 County Board of Supervisors ban on SSPs. However, in January 2021, the County Board of Supervisors lifted the 1997 County ban on SSPs and directed HHS to develop a countywide harm reduction strategy. This strategy provides a roadmap to address substance use and overdose deaths in the County. The harm reduction strategy will leverage the expertise of public health professionals, as well as clinical and community health experts, to create a system that addresses the needs of PWID in San Diego County. One of the activities of the County's harm reduction strategy is the development of a County-sponsored SSP.

To determine areas most in need of SSPs in San Diego County, HHS relied on proxy measures to assess the number of PWID in different areas of the County. Proxy measures included information from the following sources for San Diego County:

- Overdose death rates for 2020 by smaller subregional areas (SRAs);
- Rates of opioid overdose deaths, fentanyl overdose deaths, and deaths from all substances by sub-regional area of residence, and by age and race/ethnicity;

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- Emergency department discharge rates for 2019 for opioid-related disorders and overdoses by SRAs;
- Drug-related arrests from 2018 by city (SANDAG 2018 reports);
- Location and number of unhoused from 2020 We All Count report (Point-in-time Count results, Regional Task Force on the Homeless);
- Mapping of homeless encampments (2020);
- Chronic (confirmed and probable) cases of hepatitis C in 2020 by zip code of residence
- Incident HIV cases diagnosed 2016 - 2020 among PWID by zip code;
- Enrollees in HHSA - funded substance use programs for MAT who reported injecting drugs by location (July 2020 – July 2021); and
- Persons served in an existing SSP by zip code of residence.

In addition to these data, data from previous and current research efforts, at the University of California San Diego (UCSD), were reviewed. Data collected for these studies included:

- The number of PWID testing positive/reactive for HIV or hepatitis C reported by the neighborhood where the study participants inject drugs, and the neighborhood where they reside (ongoing study of PWID in the Mexico-United States border region, Dr. Stephanie Strathdee, UCSD).
- The number of PWID enrolled in the Study to Assess Hepatitis C Risk (2012 - 2014) along with the zip code of their residence (from Dr. Richard Garfein, UCSD).

Using the above sources, as well as results from a *2022 Community Readiness Assessment*, which gathered relevant information in the successful establishment and operation of SSPs in San Diego County (results not publicly available by time of application submission), the four County HHSA Regions with the most need for SSP services include North Central, North Inland, East, and South. To maximize program reach, HHSA's Harm Reduction Services Program will employ a mobile approach and focus service delivery in the four aforementioned County HHSA Regions.

Operating Plan

Each applicant must submit an Operating Plan. The Operating Plan must include policies and procedures for each of the following aspects of program operations:

- I. Service Delivery
- II. Syringe Dispensing
- III. Syringe Collection and Disposal
- IV. Needlestick Injury Prevention and Response
- V. Data Collection and Program Evaluation
- VI. Community Relations

Instructions – for the table, click on a box to check or uncheck. For all other question, put your response where it says ANSWER. Please use blue font

I. Service Delivery

- a) For each of the services listed in the table below, check off if you will provide the service directly or if you will refer participants to community partners (“via referral”).

Substance use disorder treatment services	Directly	<input type="checkbox"/>	Via Referral	<input checked="" type="checkbox"/>
HIV or hepatitis screening	Directly	<input checked="" type="checkbox"/>	Via Referral	<input type="checkbox"/>
Hepatitis A and hepatitis B vaccination	Directly	<input type="checkbox"/>	Via Referral	<input checked="" type="checkbox"/>
Screening for sexually transmitted infections	Directly	<input checked="" type="checkbox"/>	Via Referral	<input type="checkbox"/>
Housing services for the homeless, victims of domestic violence, or other similar housing services	Directly	<input type="checkbox"/>	Via Referral	<input checked="" type="checkbox"/>
Distribution of condoms	Directly	<input checked="" type="checkbox"/>	Via Referral	<input type="checkbox"/>
Risk reduction education	Directly	<input checked="" type="checkbox"/>	Via Referral	<input type="checkbox"/>
HIV and viral hepatitis prevention education, including the provision of supplies for safer sex practices (must be provided directly)	Directly	<input checked="" type="checkbox"/>	Via Referral	<input type="checkbox"/>

- b) For each service you marked as provided directly by your agency in the question above, please provide a short description of how you will deliver those direct services.

ANSWER:

HIV Screening

The County of San Diego (County) Harm Reduction Services Program will conduct integrated screening activities (e.g., screening for HCV and STDs) in conjunction with HIV screening. To make testing widely accessible in the community, screening activities will be responsive to the location and needs of participants (e.g., mobile and outreach services). HIV testing will be conducted using blood-based, antibody/antigen tests, unless it is determined that rapid HIV

testing is more appropriate given participant needs. As part of HIV screening, a risk factor assessment will be conducted to determine if the participant is eligible for PrEP, and if there are any medical conditions or other factors that are contraindications to PrEP or would warrant special precautions.

The program will prioritize the engagement of persons with HIV and those vulnerable to HIV through a status-neutral approach. A status-neutral approach simultaneously addresses the needs of people living with HIV and people not living with HIV, including those who have not yet tested for HIV, by providing or linking individuals to comprehensive medical and support services. Participants with a positive HIV diagnosis will receive 1) assistance in enrolling in HIV primary care and other services to support their success in care over time, including linkages to anti-retroviral therapy (ART) for newly diagnosed HIV-positive participants, as well as those who may have fallen out of care, and 2) facilitated referrals to appropriate HIV medical care to initiate ART. Linkage to medical care will occur as soon as possible after disclosure of positive test results and/or after it is known the client is experiencing a lapse in care. Participants with a negative HIV diagnosis who are at risk of acquiring HIV (e.g., person experiencing homelessness) will receive assistance to access PrEP and other HIV prevention services (e.g., condoms, education, etc.).

HCV Screening

HCV antibody testing will be offered to program participants. Testing will be performed as routine screenings of asymptomatic persons using an opt-out protocol. Participants will be asked verbally if they would like to get screened for HCV. Participants will have the right to decline screening. Program will offer HCV screening regardless of age or setting prevalence among people with the following recognized conditions or exposures: (1) people with HIV; (2) people who have ever injected drugs and shared needles, syringes, or other drug preparation equipment, including those who injected once or a few times many years ago; and (3) people with selected medical conditions, including people who have ever received maintenance hemodialysis, people with persistently abnormal alanine transaminase (ALT) levels, and prior recipients of transfusions or organ transplants.

Participants with a positive HCV diagnosis will be referred to a local healthcare facility that provides HCV treatment for further evaluation and treatment.

Participants who had risk factors for HCV infection within the last 6 months will be instructed to have repeat anti-HCV antibody testing at least 6 months after the last risk event, if initial testing is negative. Participants who have no ongoing risk factors and no risk factors in the last 6 months for HCV infection will not require follow-up. However, they will be offered education about harm reduction, HCV transmission and how to reduce the risk of HCV transmission.

STD Screening

The County of San Diego Harm Reduction Services Program will offer STD screening on a walk-in basis without prior scheduling. STD testing will be conducted on an opt-out basis and will include testing for gonorrhea, chlamydia, and syphilis. Availability of these options is designed to increase the timeliness of testing services, make STD testing more readily available to the public, and apply human resources to serve the greatest possible number of participants. The program will implement existing referral plans for participants who are symptomatic.

Distribution of Condoms

The County of San Diego Harm Reduction Services Program will provide individual harm reduction supplies to program participants at no cost. Supplies and information available will include the following: condoms; lube packets; new, sterile syringes; personal sharps disposal containers; safer injection and wound care supplies; naloxone and fentanyl test strips; educational information regarding HIV, STDs, and viral hepatitis transmission prevention; and information on substance use and overdose prevention, including information concerning available behavioral health and social support services (e.g., medication-assisted treatment or MAT, food, housing).

Risk Reduction Education

The program will provide education to participants about transmission of HIV, STIs, hepatitis C, and other blood-borne infectious diseases and how to reduce the risk of transmission. Risk reduction education will also include sharing information about available medical and psychosocial support services and counseling with clients to improve their health. Staff members will assess participant's risk reduction needs, which may include all or some of the following topics: harm reduction, health literacy, HIV/HCV/STI risk transmission/exposure, serodiscordant relationships, perinatal transmission, and sexual health. Ongoing health communications, health education, and risk reduction counseling will be provided as well. The program will also deliver injury prevention education as it relates to overdose prevention and other drug use related injuries. Program staff will also facilitate linkages to public and behavioral health services in clinic and community settings. Staff providing services will utilize motivational interviewing, strengths-based case management and social networking strategies as appropriate.

HIV and Viral Hepatitis Prevention Education

Program staff will offer program participants health literacy, HIV, STIs, hepatitis C prevention education in multiple languages to encourage reduction of high-risk behaviors and encourage participants to get screened and/or enter treatment and care if HIV or hepatitis C positive. At each participant interaction, a staff member will offer HIV and hepatitis C prevention health education materials to participants. Pamphlets will provide basic information about disease process, risk behaviors, and harm reduction strategies. Participants who are unaware of their HIV or hepatitis C status will be encouraged to receive HIV and hepatitis C testing and counseling.

Referrals

The County of San Diego Harm Reduction Services Program will be a comprehensive program that connects participants to other health and social services. The program will aim to engage clients on a regular basis, offering multiple opportunities to provide education and referrals. To do this, the program will develop appropriate referral linkages with other agencies and programs to ensure that participants are provided with other services needed to improve health outcomes.

The program will maintain referral relationships with other service providers including, but not limited to, HIV counseling and testing services; HIV, viral hepatitis and general primary health care facilities; family planning, prenatal and obstetrical care; substance use treatment; tuberculosis screening and treatment, screening and treatment for STIs and substance use related medical issues; case management and support services for participants with a positive HIV diagnosis, mental health and housing services; and any other services identified as needed by participants.

Referrals given to program participants will be recorded by program staff, including the date of the referral and the type of service to which the referral is made. Warm hand-offs and facilitated referrals may be made, but participants are not required to accept or follow through on these referrals as a condition for program participation.

II. Syringe Dispensing

Describe how the program will provide supplies, including syringes, to program participants. Your answer to this question must include the following:

- a) A description of how you will dispense supplies. Design your policies and procedures to meet the needs of participants and support the use of a new, sterile syringe for each injection.

ANSWER:

The County of San Diego Harm Reduction Services Program will employ a needs-based distribution model to ensure adequate supplies are available to program participants for sterile injection. The program will dispense supplies including syringes in accordance with recommendations made by the U.S. Public Health Service, which support the use of a new, sterile syringe for each injection. The number of syringes distributed will be based on participant's need, frequency of injection, and length of time until the participant can access the program. The program will also provide individual harm reduction supplies. The following will apply when dispensing supplies:

- Each participant may choose individual supplies. Available supplies and information available will include the following:
 - Sterile syringes;
 - Personal sharps disposal containers;
 - Harm reduction supplies including, but not limited to, safer injection and wound care supplies;
 - Naloxone;
 - Fentanyl test strips;
 - Condoms, lube packets with instructions, and other safer sex supplies;
 - Educational information on HIV, STDs, and viral hepatitis transmission prevention;
 - Safer smoking supplies; and
 - Information on substance misuse and overdose prevention, including information about available behavioral health and social support services (e.g., MAT, food, housing).
- Each participant will be offered additional harm reduction supplies as needed or requested.
- Each participant will be offered demonstrations and/or explanations regarding the use of supplies.
- Participants will be instructed to: (1) deposit their used syringes and the container that holds them into the program sharps container, and (2) return used sharps to the program irrespective of whether they were furnished by the program.
- Personal FDA approved sharps containers and syringes will be provided to participants.
- Education will be provided as appropriate and/or feasible. Topics of discussion may include HIV and HCV prevention, safer sex, disinfection of syringes and safer injection techniques.

- b) A description of the method you will use for tracking the number of syringes dispensed.

ANSWER:

The number of syringes dispensed and collected will be recorded for each program participant using paper forms and computer databases. On site program staff will turn in syringe tracking forms weekly. The following will also be recorded by program staff and reported monthly:

- Number of syringes dispensed,
- Weight of syringes collected,
- Number of participants served, and
- Number of naloxone doses dispensed.
- Number and types of services directly provided or provided by referral to participants including:
 - Assisted and general referrals to HIV, HCV, and STD care;
 - Behavioral health and substance use disorder treatment services; and
 - Social support services.
- Incidents with community members and/or law enforcement.

III. Syringe Collection and Disposal

Describe how the program will collect sharps waste from program participants and how the program will dispose of sharps and other medical waste. Your answer to this question must include the following:

- a) A description of how you will collect sharps waste. Your policies and procedures must be designed to maximize return of used syringes without increasing risk of needlestick injury to staff, volunteers, or program participants.

ANSWER:

Syringe Collection

Used syringes will not be touched by program staff or participants during any of the program's activities and/or operations. Program participants bringing syringes into the program will be instructed to place them directly into the program's available puncture-proof sharps containers. If a syringe falls on the ground or otherwise does not make it into the sharps container, grabbers/tongs will be available to assist anyone placing syringes in sharps container. Once sharps (or other objects) are placed in sharps container, they may not be retrieved. When the program's sharps containers are full, the containers will be sealed and put in a safe place. The closed containers will not be reopened or reused after this point.

Syringe Disposal

- General handling, storage, treatment, and disposal of home-generated sharps waste shall be in accordance with Health and Safety Code Chapter 6.1, Sections 117600 through 118360, and other applicable regulations of the United States, the State, and political subdivisions of the State.
- Disposal of Sharps Containers:
 - Sharps containers will be labeled with the international biohazard symbol and the word "BIOHAZARD." Containers will be closed or tightly sealed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping, and labeled with facility name, address and telephone number and emergency contact number.

- Containers will be stored in a locked area until regularly scheduled pick up occurs by County-contracted licensed medical waste hauler. The storage area will have warning signs in English and Spanish stating: "Caution: Biohazardous Waste Storage Area – Unauthorized Persons Keep Out." Spanish: "Cuidado – Zona de Residuos – Biológicos Peligrosos – Prohibida La Entrada A Personas No Autorizadas."
 - Disposal of Other Regulated Waste. Regulated waste (blood or other potentially infectious materials) not consisting of sharps shall be disposed of in containers which are:
 - Closeable;
 - Constructed to contain all contents;
 - Labeled in accordance with subsection HHSA-B-3, 5.2.1 and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping; and
 - Picked up by County-contracted licensed medical waste hauler for disposal or sent to HHSA Lab for autoclaving/sterilizing.
 - Outside Contamination. If outside contamination of a container of regulated waste occurs, it shall be placed in a second container. The second container shall be:
 - Collapsible;
 - Constructed to contain all contents and prevent leakage of fluids during handling, storage, transport, or shipping; and
 - Labeled in accordance with subsection HHSA-B-3, 5.2.1 and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.
- b) A description of the method you will use to track the number of syringes returned. Your policies and procedures must eliminate direct handling of sharps waste and must not interfere with service provision.

ANSWER:

Used syringes will not be touched or handled directly by program staff during any of the program's activities and/or operations including when tracking/estimating the number of syringes returned. To track the number of syringes returned, the program will estimate the number of syringes returned by weighing returned syringes placed in closed containers and reviewing syringe distribution program data.

- c) A description of how staff and volunteers receive sharps waste disposal education. Programs must ensure that staff, volunteers, and participants are familiar with state law regulating proper disposal of home-generated sharps waste as referenced in [Health and Safety Code Section 118286](#).

ANSWER:

To reduce the risk of occupational transmission of blood-borne infections and accidental needlestick injuries, program staff will be trained in infection control procedures, reporting of occupational exposures, and promoting and monitoring the availability and use of safety devices to prevent sharps injuries. To support this, program staff and volunteers will be required to review disposal policies and needlestick prevention protocols before providing direct services, as well as review and acknowledge receipt of applicable protocols to prevent accidental needlestick injuries during program hours. Program staff and volunteers will receive annual

training on applicable policies and procedures to follow (ex. post-exposure management plan) in the event of an accidental needlestick injury during service delivery hours.

III. Needlestick Injury Protocol

Describe ways you will prevent accidental needlestick injury and what steps you will follow if an accidental needlestick injury occurs. Your answer to this question must include the following:

- a) A description of your policies and procedures that eliminate the direct handling of used syringes and sharps waste.

ANSWER:

Program staff and participants will adhere to the guidelines outlined in the County of San Diego Health and Human Services Agency (HHS) Policy No. HHS-B-3 ("Exposure, Response, Prevention and Control of Work-Related Percutaneous or Mucous Membrane Exposure to Blood and Other Body Fluids and Materials (OPIM)") to prevent exposure to infectious fluids, and to follow-up a work-related percutaneous (e.g., needlestick, cut, bite) or mucous membrane (e.g., splash to the eyes or mouth) exposure to blood or body fluids or non-intact skin.

As part of this policy:

- All procedures involving the use of sharps in connection with patient care, such as withdrawing body fluids, accessing a vein or artery, or administering vaccines, medications or fluids, will be performed using proper patient-handling techniques and other methods designed to minimize the risk of a sharps injury.
 - Immediately after use, contaminated sharps will be placed in sharps containers. Biologics vials, contaminated vacutainer, and capillary tubes are also dropped into sharps containers. The needle cover will be discarded in a lined trash container.
 - At all times during the use of sharps, the container for contaminated sharps will be:
 - Easily accessible to personnel and located in the immediate area where sharps are used or can be reasonably anticipated to be found;
 - Maintained upright throughout use; and
 - Replaced as necessary to avoid overfilling
 - All sharps containers for contaminated sharps will be:
 - Unaltered;
 - Rigid;
 - Puncture resistant;
 - Leak proof on all sides and the bottom;
 - Portable, if portability is necessary to ensure easy access by the user; and
 - Labeled with the facility name, address, telephone number, and afterhours emergency contact information
 - The sharps container will also be sealable so that when closed and sealed, the container will be leak-resistant and difficult to reopen.
- b) A description of your methods to document that staff and volunteers receive annual training on all accidental needlestick injury protocols.

ANSWER:

Program staff and volunteers will be oriented to the County of San Diego Health and Human Services Agency Policy No. HHS-B-3 ("Exposure, Response, Prevention and Control of Work-

Related Percutaneous or Mucous Membrane Exposure to Blood and Other Body Fluids and Materials”) initially and participate in an annual review of the exposure response, prevention, control of work-related percutaneous or mucous membrane exposure to blood and other body fluids and materials.

Training will include:

- A copy of the Policy and an explanation of its contents (includes Exposure Control Plan). Also included will be a copy and explanation of the CAL/OSHA standard (California Code of Regulations, Title 8, Section 5193).
 - Epidemiology:
 - Clinical presentation, modes of transmission and prevention of bloodborne diseases, and symptoms of bloodborne diseases.
 - Risk Identification:
 - Explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and OPIM.
 - Methods of Compliance:
 - Explanation of use and limitations of methods that will prevent or reduce exposure
 - Engineering controls
 - Personal protective equipment (PPE)
 - Work practices controls
 - Standard precautions
 - Decontamination/disposal procedures
 - Hepatitis B Vaccination
 - Exposure Incident
 - Emergency action in the event of exposure
 - Methods of reporting, recording and follow-up
 - Signs and labels
 - Sharps Injury Log
 - Additional training will be provided when changes in the law occur, new tasks are assigned, or controls are changed.
- c) A description of your process for ensuring staff and volunteers sign a form acknowledging that they have received needlestick injury protocols training.

ANSWER:

The County of San Diego Harm Reduction Services Program will establish training records for all program staff and volunteers to ensure they have received needlestick injury protocol and other relevant trainings.

To do this:

- Training records will contain:
 - Annual training required for Clinic Staff Log (including session dates)
 - Summary of training sessions (course outline)
 - Names and qualifications of individuals conducting training
 - Names and job titles of individuals attending training
- Training will be conducted annually by onsite supervisor who will complete the required records and maintain them for current year plus three years.
- A copy will be sent to Public Health Services Administration or designated Department Head.

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- d) A description of the immediate and subsequent steps staff and/or volunteers will take following an accidental needlestick injury which include the requirements detailed in Cal/OSHA [Title 8, Section 5193 Section \(f\)\(3\)](#) regulations.

ANSWER:

- Immediately following a needlestick or sharps injury or an exposure to blood or other body fluids of a program participant, staff will:
 - Wash needlesticks and cuts with soap and water
 - Flush splashes to the nose, mouth, or skin with water
 - Irrigate eyes with clean water, saline, or sterile irrigants
 - The blood or body fluid exposure will be reported to the employee's on-site Supervisor immediately.
 - Employee's supervisor will follow instructions for reporting accidents as found in the Incident Reporting Policy and Procedure:
 - Completion of Supervisor's Accident Report form
 - Completion of Sharps Injury Log
 - Copies of Supervisor's Accident Report and Sharps Injury Log will be retained in the employee's department personnel file
 - Copy of the Supervisor's Accident Report and Sharps Injury Log will be sent to Incident Reporting Coordinator
 - Each supervisor will be responsible for ensuring that each step of the County of San Diego HHSA Policy No. HHSA-B-3 has been completed. The employee's on-site supervisor will be responsible for initiating procedures. This will include:
 - Completion of the form "In the Event of a Percutaneous or Mucous Membrane Exposure"
 - The person indicated must sign off each step.
 - If staff chooses not to seek medical care for follow-up of this exposure, staff must complete the Refusal to Seek Medical Care Statement
 - Worker's Compensation Claim sheets are to be completed at the time of conversion. Workers are treated and followed for 1½ years from exposure, without cost to employee. If exposure leads to illness, Worker's Compensation forms must be completed within 10 days of notification. Medical Desk will notify employee's supervisor and Risk Management of conversion.
- e) A description of the use of a sharps injury log that satisfy the requirements in Cal/OSHA [Title 8, Section 5193 Section \(c\)\(2\)](#) regulations.

ANSWER:

The program will have a Sharps Injury Log to record each exposure incident involving a sharp and satisfying the requirements of Cal/OSHA. The Sharps Injury Log will be completed by the onsite supervisor and sent to DHR Medical Standards, the applicable Department/Division, or Nursing Administration where they will be maintained. The Sharps Injury Log will include the following:

- Record of exposure incident within 14 working days of reported incident
- Protective measures to maintain staff/volunteer confidentiality
- Date and time of the exposure incident
- Job / Volunteer classification or title
- Location where incident occurred
- Description of exposure incident
- How the accident occurred

- Body part involved in exposure incident
- Type and brand of sharp involved in the exposure incident
- Mechanism that could have prevented injury
- Administrative or work practice control that could have prevented the injury

IV. Data Collection and Program Evaluation

Describe how you will collect and report data and evaluate the impact of their efforts. Your answer to this question must include the following:

- a) A description of the participant confidentiality protocol which defines how you protect participant confidentiality.

ANSWER:

All program staff and volunteers will be trained in collecting data from new and returning program participants and in protecting participant's confidentiality. During participant's first visit to the program, program staff will generate a unique identifier for the participant to be used at subsequent visits. The new participant will then be given a program card with their unique identifier to facilitate subsequent participant transactions and program utilization data collection. Program participation will be confidential. Participants will not be required to say or write their name, the identification card will be encouraged but will not be a requirement for program participation. If a participant does not have their ID with them, codes should be able to be reconstructed quickly, participants will be offered a duplicate card, and if necessary and/or enrollment is suspect, intake information can always be collected again. Any participant information will be stored in a secure database. Data will be collected on paper forms and via mobile devices (as applicable), for subsequent secure encryption transfer to the program database. All enrollment and encounter data will be electronically uploaded to the program's database on a weekly basis.

- b) A description of how you incorporate evaluation data into program design.

ANSWER:

Data collection efforts implemented by the County of San Diego Harm Reduction Services Program will be minimized to optimize program efficiency and reduce barriers to services. The program's monitoring and evaluation efforts will not burden staff or participants and will not interfere with meeting participant needs. Data collection efforts will allow the program to measure program effectiveness, identify program strengths and weaknesses, inform future goals and outcome measures for the program, and identify gaps in services provision. Programmatic data collection efforts will be supplemented with periodic efforts (e.g., annual/quarterly stakeholder surveys, focus groups, suggestion box, etc.) to capture participants' testimonies and emerging participant needs.

- c) A description of how you record, at minimum, the following data elements:
- Total number of persons served
 - Total number of syringes and needles dispensed, collected and disposed of; and
 - Total number and types of referrals made to drug treatment and other services.

ANSWER:

Data collected by program staff will be reported to the Program Administrator on a weekly basis. The Program Administrator will develop monthly, quarterly, and annual reports and conduct periodic analysis of program data to monitor progress and identify areas of improvement. To ensure participant confidentiality, no personal identifiers or identification card numbers will be included in data reporting mechanisms. The following information will be collected as part of the program's monitoring and evaluation efforts:

- Number of syringes dispensed;
- Number of syringes collected (proxy of weight);
- Number of participants served;
- Number of naloxone doses dispensed;
- Number and types of services directly provided or provided by referral to participants including referrals to HIV, HCV, and STD care, behavioral health and substance use disorder treatment services, and social support services; and
- Any successes and challenges encountered as well as program milestones achieved.

Additionally, program intake will be minimal to accommodate participant needs and encourage enrollment. Depending on participant's circumstances, it may be necessary to employ an extended intake for other services including housing, behavioral health and other services or social supports. The following information may be collected during participant's intake:

- Race/Ethnicity
- Gender
- Year of Birth
- Zip Code or area of Current Residence
- Drug of Choice and Route of Administration (optional)
- Housing Status

V. Community Relations

Describe how you will conduct community relations. Your answer to this question must include the following:

- a) A description of how you will document positive feedback and concerns expressed by program participants, community members, and neighborhood associations.

ANSWER:

As part of the program's community relations approach, the County of San Diego Harm Reduction Services Program will establish an advisory group, develop community-based partnerships, and establish a centralized program number/information line.

The goal of the advisory group will be to provide community input into the program and ensure that it is serving the community safely, efficiently, and effectively. Advisory group membership will include community residents, program participants, representatives of community-based organizations within the service areas, law enforcement, and professionals from harm reduction, public health, and behavioral health services. For community-based partnerships, the program will develop Memorandum of Agreements (MOAs) with the two existing syringe service programs (SSPs) in San Diego County. Partnerships will be developed with service area communities to include social service agencies, neighborhood associations, and businesses to build ongoing support, create a sense of shared purpose and common goals, and develop a feedback loop for the program activities. The program will also conduct outreach in the

communities where services will be provided to ensure open lines of communication with neighborhood residents and work to incorporate constructive feedback into program activities. Lastly, establishing a centralized program number/information line will allow program participants, community members, and neighborhood residents and associations to receive accurate information about services offered by the program as well as document and record any positive feedback and/or concerns.

Incidents involving the program, including community concerns, law enforcement encounters, needlestick injuries, theft or violence at the program site, potential legal action or media surveillance will also be documented and reported to the Program Administrator and other County designated staff in accordance with County incident reporting policy and procedures (County of San Diego HHSA Policy No. HHSA-PHS-CQM-011).

- b) A description of how you will record positive interactions and adverse incidents between local law enforcement and SSP staff, volunteers and/or participants.

ANSWER:

The County of San Diego Harm Reduction Services Program will draw on relationships established with community members, policymakers, and other stakeholders to build support among public safety, including local law enforcement agencies and the community at-large. In addition to reporting incidents involving program participants and law enforcement agencies in accordance with County incident reporting procedures, the program will identify regional public safety program liaisons/representatives to ensure open lines of communication between program and public safety and address any adverse attitudes and perceptions about harm reduction services. Similarly, public safety trainings covering harm reduction principles, public health benefits of harm reduction approaches, legality of program activities, and occupational safety concerns will also be offered to strengthen communication and collaboration between the program and local law enforcement agencies. A focus of these efforts will be to not polarize issues and frame concerns in contested ways such that all parties can participate and contribute to solutions.

- c) A description of steps the program has taken to address any reasonable concerns.

ANSWER:

The County of San Diego Harm Reduction Services will develop and maintain a website with program information (e.g., hours of operation, locations, services available, etc.), a centralized program number/information line to respond directly to specific community concerns, and communications materials with updated program related information (e.g., SSP FAQs, program fact sheets, harm reduction information packages). In addition, the program will engage in neighborhood walk-throughs to monitor and address syringe litter and participate in syringe clean-up efforts in the community to respond to community concerns regarding the disposal of used injecting equipment. Lastly, leveraging relationships built during the program's formative stage, the program will continue to contact and engage new and existing stakeholders to advise and troubleshoot programmatic activities, understand community support or concerns about harm reduction services, gain insight into their experiences, and collectively address any concerns that they may have.

Name of Program:		County of San Diego Harm Reduction Services Program			
I. Personnel					
Job Title	Annual Salary	FTE	Total	Brief Description	Source of Funds (In-Kind, Grant, Etc.)
Office Assistant	\$ 37,523.00	1.00	\$37,523.00	Guide County SSP participants and perform clerical duties to support services.	County Operating Budget
Certified Nurse Practitioner	\$ 103,438.00	1.00	\$103,438.00	Cert NP to provide medical care to County SSP participants.	County Operating Budget
Community Health Worker	\$ 41,849.60	1.00	\$41,849.60	Assist County SSP participants access existing resources and available wraparound and program services.	County Operating Budget
Community Health Promotion Specialist	\$ 66,435.20	1.00	\$66,435.20	Develop public and community health education and communicate with stakeholders, participants and staff about the program.	County Operating Budget
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
Total Salaries and Wages			\$249,245.80		
Fringe Description		Fringe % Rate			
Fringe Benefits percentage is based on employer contributions of total salaries and wages that include FICA, medical, workers compensation and retirement		76%			
Total Fringe			\$189,177.56		
Total Personnel			\$438,423.36		
II. Operating Expenses					
Line Item	Amount	Description	Source of Funds (In-Kind, Grant, Etc.)		
Costs for sharps waste disposal (required)	\$ 26,643.00	Calculated at 400k syringes. 250 30-gallon containers @\$249 per gallon including fees (1 gallon container holds 125 3cc syringes/30 gallon container holds 3750 3cc syringes)	In-Kind (CDPH - Clearinghouse)		
Sterile syringes and needles	\$ 66,440.00	Calculated at 400k syringes (~average CA SSP distribution). Based on Jan. 22 CA Syringe Supply Clearinghouse Oder Form- McKesson hypodermic needle, 27 gauge, 1/2", regular wall (1000/case) and McKesson 1mL general purpose syringe, blister pack, luer slip tip 0.1 mL increments (1000/case)	In-Kind (CDPH - Clearinghouse)		
Sharps containers and harm reduction supplies	\$ 17,007.60	Calculated at 4,000 participants per year (1 container per participant plus 10% additional). Sharps container - Covidien 1 quart 100/case @4400/year. Cookers - 2002-cs 6000 one-use cookers with handle @6cases. Filters - NASEN 10 lb cotton, #2 pellet, 7/32", non-sterile (10lb/case). Tourniquets- Hygenic tourniquet strap, 18" length, latex, blue (1000/case)@30cases. Sterile water vials- McKesson respiratory therapy solution, sterile water, 5mL vial (1000/case) @30cases.Bags - McKesson bag, clear, 6"x9", zip closure (4000/case) @8cases.	In-Kind (CDPH - Clearinghouse)		
Condoms	\$ 9,810.00	Estimated at 5 condoms for 4,000 participants with an average 7.58 return rate @0.20/condom. Lifestyles Lubricant 4.5g Foil Packs, Case of 1,000 (30 cases @\$125 per case)	In-Kind (CDPH - Office of AIDS)		
Naloxone	\$ -	Calculated at 2 doses/kit @30/unit @5053 kits/12 mo	In-Kind (CDPH - Clearinghouse)		
Fentanyl test strips	\$ 22,761.00	Estimated at 5 FTS for 4,000 participants with an average 7.58 return rate. Based on Jan. 22 CA Syringe Supply Clearinghouse Oder Form- BTNX FTS (100/box).	In-Kind (CDPH - Clearinghouse)		
Wound care supplies	\$ 41,787.90	Estimated at 4,000 participants with an average 7.58 return rate. McKesson isopropyl alcohol wipe, individual packet, medium (4000/case@8 cases), McKesson gauze sponge, 12 ply, 4"x4", sterile (1200/case@26 cases), Dynarex petroleum jelly, foil pack (864/case@36 cases), Dukal adhesive plastic strip bandage, 3/4"x3", sterile, tan (1200/case@26cases), McKesson adhesive plastic patch, 2"x4", sterile (1200/case@26cases), GelRite hand sanitizer, 65% alcohol, 4 oz bottle (24/case@1200cases)	In-Kind (CDPH - Clearinghouse)		

Name of Program:		County of San Diego Harm Reduction Services Program		
Safer smoking supplies		\$ 16,383.96	Estimated at 4,000 participants. Pipe covers, mouth pieces, red (1200/case@3cases), Foil Sheets, One-Use (30 packs/case@133cases), Glass stem, 3.8" length, 1/4" inner diameter (1600/case@2cases), Glass bubbler, 5" length, 1/4" inner diameter (432/case@9cases), Safetec lip balm, .5 gram individual packet, with vitamin E and beeswax, pomegranate flavor (1728/case@3cases), Flexible drinking straw, white, individually wrapped (500/box, 20 boxes/case@1case).	In-Kind (CDPH - Clearinghouse)
Total Operating Expenses		\$ 200,833.46		
III. Other Cost				
Line Item		Amount	Description	Source of Funds (In-Kind, Grant, Etc.)
Marketing and promotion		\$ 15,000.00	Repurposing and printing existing marketing and promotional SSP campaigns to increase community awareness of the program.	Grant (CoSD CDC PS20-2010)
Educational materials		\$ 10,000.00	Printing of SSP/harm-reduction related health promotion and disease prevention materials.	Grant (CoSD CDC PS20-2010)
Total Other Costs		\$25,000.00		
IV. Indirect Costs				
Line Item		Amount	Description	
Indirect rate calculated based on a percentage of total salaries and benefits. County of San Diego approved Indirect Rate is 25% of program total.		\$ 124,844.59		
Total Indirect Costs		\$124,844.59		
TOTAL BUDGET		\$789,101.41		

V. Revenue		
Grants / Contracts / Donations		Amount
CDC PS20-2010 (CoSD Grant Funds)		\$ 25,000.00
CDPH - Harm Reduction Supply Clearinghouse		\$ 191,023.46
CDPH - Office of AIDS		\$ 9,810.00
County Operating Budget		\$ 563,267.95
TOTAL REVENUE		\$789,101.41

Attachment A

Live Well San Diego Stakeholders

Region	Category	Stakeholder
Countywide	CAB/Coalition/Task Force	Behavioral Health Advisory Board
Countywide	CAB/Coalition/Task Force	Health Services Advisory Board
Countywide	CAB/Coalition/Task Force	Healthy San Diego
Countywide	CAB/Coalition/Task Force	Regional Task Force on the Homeless (RTFH)
Countywide	CAB/Coalition/Task Force	Hepatitis C Elimination Initiative
Countywide	CAB/Coalition/Task Force	HIV Planning Group
Countywide	CAB/Coalition/Task Force	Substance Use and Overdose Prevention Taskforce
Countywide	CAB/Coalition/Task Force	Harm Reduction Coalition of San Diego
Countywide	CAB/Coalition/Task Force	City of San Diego SSP CAB
Countywide	County Agency	HHSA Clinical Leadership Team
Countywide	County Agency	HHSA Department of Homeless Solutions and Equitable Communities
Countywide	County Agency	HHSA Regional Public Health Centers
Countywide	County Agency	LUEG - Executive Office
Countywide	County Agency	LUEG - Planning and Development Services (i.e. County Unincorporated Area)
Countywide	County Agency	PSG - Probation
Countywide	County Agency	PSG - District Attorney
Countywide	County Agency	PSG - Emergency Medical Services
Countywide	County Agency	PSG - Executive Office
Countywide	County City	City of El Cajon
Countywide	County City	City of Lemon Grove
Countywide	County City	City of Oceanside
Countywide	County City	City of San Diego - City Attorney's Office
Countywide	County City	City of San Diego - Mayor's Office
Countywide	County City	City of San Diego - Sheriff's Department
Countywide	County City	City of San Diego - SSP Coalition
Countywide	County City	City of Vista
Countywide	Elected Official	D1 - Supervisor Vargas and Policy Aide(s)
Countywide	Elected Official	D2 - Supervisor Anderson and Policy Aide(s)
Countywide	Elected Official	D3 - Supervisor Lawson-Remer and Policy Aide(s)
Countywide	Elected Official	D4 - Chair Fletcher and Policy Aide(s)
Countywide	Elected Official	D5 - Supervisor Desmond and Policy Aide(s)
Countywide	Federal Government	High Intensity Drug Trafficking Areas (HIDTA)
Countywide	Federal Government	US Attorney
Countywide	Federal Government	US Drug Enforcement Administration (DEA)

Countywide	Federal Government	Indian Health Service
Countywide	Federally Qualified Health Center/Medical Safety-Net Provider	Family Health Centers of San Diego
Countywide	Federally Qualified Health Center/Medical Safety-Net Provider	Neighborhood Health Center
Countywide	Federally Qualified Health Center/Medical Safety-Net Provider	UCSD, Owen Clinic
Countywide	Law Enforcement	Chula Vista Sheriff's Department
Countywide	Law Enforcement	El Cajon Sheriff's Department
Countywide	Law Enforcement	Escondido Sheriff's Department
Countywide	Law Enforcement	San Diego County Sheriff's Department
Countywide	Pharmacy	California Pharmacists Association
Countywide	Provider Association	Alcohol & Drug Services Providers' Association (ADSPA)
Countywide	Provider Association	Hospital Association of San Diego and Imperial County (HASDIC)
Countywide	Provider Association	San Diego County Medical Society
Countywide	Social Services (Community-based)	Path Connections
Countywide	Social Services (Community-based)	People Assisting The Homeless (PATH)
Countywide	Social Services (Community-based)	Next Steps, NAMI
East	Business	San Diego East County Chamber of Commerce
East	Business	Lakeside Chamber of Commerce
East	Business	East County Economic Development Council
East	CAB/Coalition/Task Force	East County Homeless Task Force (ECHTF; program of nonprofit arm of East County Chamber of Commerce)
East	CAB/Coalition/Task Force	East County Homeless Task Force (ECHTF; program of nonprofit arm of East County Chamber of Commerce)
East	CAB/Coalition/Task Force	El Cajon Collaborative (ECC), Little House Family Resources
East	CAB/Coalition/Task Force	Lakeside Community Collaborative, Institute for Public Strategies
East	CAB/Coalition/Task Force	Community Volunteer (homelessness focus, ECHTF)
East	County Agency	East Region Public Health Center, HHSA
East	County Agency	East County Mental Health Clinic, HHSA
East	County Agency	Family Resource Center, HHSA
East	County City	Parks & Recreation Department, El Cajon
East	County City	Public Works Department, El Cajon
East	County City	Heartland Fire & Rescue (El Cajon, La Mesa, Lemon Grove)
East	County City	Heartland Fire & Rescue (El Cajon, La Mesa, Lemon Grove)
East	County City	Lakeside Community Center & Teen Center
East	County City	Cajon Valley Union School District
East	County City	Lakeside Union School District
East	County City	Lakeside Library Branch, San Diego County

East	County City	Cajon Valley Union School District
East	County City	El Cajon Regional Branch, San Diego County Library
East	Elected Official	Mayor, El Cajon (part of council; R)
East	Elected Official	Mayor Pro Tem (Councilmember), District 1, El Cajon (R)
East	Elected Official	Councilmember, District 2, El Cajon (R)
East	Elected Official	Councilmember, District 3, El Cajon (R)
East	Elected Official	Councilmember, District 4, El Cajon (R)
South	CAB/Coalition/Task Force	Casa De Salud Youth Center
South	CAB/Coalition/Task Force	South Bay Community Change Project, Institute for Public Strategies
South	CAB/Coalition/Task Force	Otay Mesa Community Planning Group
South	CAB/Coalition/Task Force	Otay Mesa-Nestor Community Planning Group
South	CAB/Coalition/Task Force	Chula Vista Community Collaborative
South	CAB/Coalition/Task Force	Local Board, Neighborhood Group, Tenant/Block
South	CAB/Coalition/Task Force	National Latina Organization - South Bay
South	Chamber of Commerce	Otay Mesa Chamber of Commerce
South	County Agency	San Diego Parks & Recreation, San Ysidro
South	County Agency	San Diego Library, Otay Mesa-Nestor Branch
South	County Agency	San Diego Library, San Ysidro Branch
South	County Agency	South Region Public Health Center, HHSA
South	County City	San Ysidro School District
South	Elected Official	Mayor, National City
South	Elected Official	Councilmember, National City
South	Elected Official	Councilmember, Chula Vista
South	Elected Official	Councilmember, District 8, San Diego
South	Elected Official	Board of Supervisor member
South	Elected Official	School Board, San Ysidro School District
South	Elected Official	School Board, Chula Vista Elementary School District
South	Elected Official	Southwestern Community College District, Governing Board
South	Faith-based Organization	Catholic Charities
South	Faith-based Organization	Episcopal Community Services
South	Federally Qualified Health Center/Medical Safety-Net Provider	San Ysidro Health Center - South and East
South	Fire Department	Public Works, National City
South	Fire Department	National City Fire Department
South	Law Enforcement	Chula Vista Police Department
South	Law Enforcement	National Latino Peace Officers Association
South	Law Enforcement	Chula Vista Police Department
South	Law Enforcement	San Diego Police Department
South	Law Enforcement	National City Police Department
South	Law Enforcement	Imperial Beach Substation, SD County Sheriff's Dept

South	Social Services (Community-based)	SBCS (South Bay Community Services)
South	Social Services (Community-based)	Casa Familiar
South	Social Services (Community-based)	Community Through Hope
South	Social Services (Community-based)	Chula Vista Comprehensive Treatment Center
South	Social Services (Community-based)	South Bay Pioneers
South	Social Services (Community-based)	New Life Outreach
South	Social Services (Community-based)	Nosotros, MAAC Project
South	Social Services (Community-based)	South County Center for Change, Mental Health Systems, Inc.
South	Social Services (Community-based)	Paradise Valley Hospital
South	Social Services (Community-based)	Imperial Beach Community Clinic
South	Social Services (Community-based)	McAlister Institute
North	CAB/Coalition/Task Force	Kearny Mesa Community Planning Group
North	CAB/Coalition/Task Force	Behavioral Health Work Team, Community Health Improvement Partners (CHIP)
North	CAB/Coalition/Task Force	Central Region Prevention Coalition, SAY San Diego
North	CAB/Coalition/Task Force	North City Prevention Coalition, SAY San Diego
North	County Agency	North Central Public Health Center, HHSA
North	County Agency	Central Region Public Health Center, HHSA
North	Federally Qualified Health Center/Medical Safety-Net Provider	Family Urgent Response System (FURS), CDSS
North	Federal Government	Veterans Affairs Supportive Housing (VASH)
North	Social Services (Community-based)	Homeless Provider
North	Social Services (Community-based)	Dreams for Change - Safe Parking
North	Social Services (Community-based)	Think Dignity
North	Social Services (Community-based)	Adjoin
North	Social Services (Community-based)	Courage to Call, Mental Health Services
North	Social Services (Community-based)	San Diego Youth Services
North	Social Services (Community-based)	Rady Residence, Salvation Army
North	Law Enforcement	San Diego Police Department
North	Federally Qualified Health Center/Medical Safety-Net Provider	Kearny Mesa Center of San Diego - Planned Parenthood
North	Federally Qualified Health Center/Medical Safety-Net Provider	Samahan Health Centers (FQHC) - has Kearny Mesa clinic and National City
North	Federally Qualified Health Center/Medical Safety-Net Provider	Kearny Mesa VA Clinic
North	Federally Qualified Health Center/Medical Safety-Net Provider	Naval Branch Health Clinic Kearny Mesa
North	Federally Qualified Health Center/Medical Safety-Net Provider	UC San Diego Health Specialty Pharmacy – Kearny Mesa
North	Elected Official	San Diego City Councilmember, District 6
North	Elected Official	San Diego City Councilmember, District 7
North	Substance Use Disorder Treatment	Sharp Mesa Vista Hospital - Chemical Dependency Treatment Program
North	Substance Use Disorder Treatment	Kaiser Permanente Kearny Mesa Rehabilitation Center

North	Substance Use Disorder Treatment	City Star Assertive Community Treatment (ACT), Mental Health Systems
North	Substance Use Disorder Treatment	Confidential Recovery
North	Substance Use Disorder Treatment	San Diego Comprehensive Treatment Center, Acadia Healthcare
North	Substance Use Disorder Treatment	ParentCare Family Recovery (Central) (also in East) (women)
North	Substance Use Disorder Treatment	Bridges North Central Regional Recovery Center
North	Substance Use Disorder Treatment	Recover YC W21 (online addiction treatment and telecare)
North	University/College	San Diego Mesa College
North	CAB/Coalition/Task Force	North Coastal Prevention Coalition
North	Behavioral Health (Community-based)	Central Region Mental Health
North	County City	City of Escondido Planning Commission
North	Faith-based Organization	Pilgrim Church
North	Faith-based Organization	Catholic Charities - La Posada
North	Faith-based Organization	Government Agencies - Health Department
North	Law Enforcement	City of Vista - Sheriff
North	Law Enforcement	Escondido PD - Sergeant
North	Law Enforcement	Escondido Police Department
North	Law Enforcement	San Diego Sheriff - Escondido/Kearny Mesa
North	Law Enforcement	City of Oceanside - Police
North	Law Enforcement	Encinitas Sheriff Department
North	Community Group/Organization	NAACP - Oceanside
North	Federally Qualified Health Center/Medical Safety-Net Provider	Vista Community Clinic
North	Federally Qualified Health Center/Medical Safety-Net Provider	North County Health Services
North	Federally Qualified Health Center/Medical Safety-Net Provider	Neighborhood Healthcare
North	Federally Qualified Health Center/Medical Safety-Net Provider	Tri City Hospital
North	Federally Qualified Health Center/Medical Safety-Net Provider	TrueCare
North	Federally Qualified Health Center/Medical Safety-Net Provider	TrueCare San Marcos
North	Pharmacy	Vons Pharmacy - San Marcos
North	Pharmacy	Hillcrest Pharmacy North - Vista
North	Social Services (Community-based)	Interfaith Community Services - Betty and Melvin Cohn Center
North	Social Services (Community-based)	Interfaith Community Services
North	Social Services (Community-based)	Casa de Amparo
North	Social Services (Community-based)	North County Lifeline
North	Social Services (Community-based)	North County LGBTQ Resource Center
North	Social Services (Community-based)	North County Solutions - Change
North	Social Services (Community-based)	Community Resource Center
North	Social Services (Community-based)	Brother Benno's Center

North	Social Services (Community-based)	Women's Resource Center
North	Social Services (Community-based)	Library Escondido
North	Social Services (Community-based)	Escondido school district
North	Social Services (Community-based)	A New Path
North	Substance Use Disorder Treatment	Casa Raphael
North	Substance Use Disorder Treatment	Choices in Recovery
North	Substance Use Disorder Treatment	Amity Foundation
North	Substance Use Disorder Treatment	McAlister Institute
North	Substance Use Disorder Treatment	North Inland Community Prevention Program (NICPP)
North	Substance Use Disorder Treatment	North Coastal Prevention Coalition (NCPC)
North	Substance Use Disorder Treatment	North County Center for Change
North	Substance Use Disorder Treatment	North County Serenity House
North	Substance Use Disorder Treatment	Mental Health Systems Inc
North	Substance Use Disorder Treatment	Stop Opiate Addiction Program

CITY	NEIGHBORHOOD ASSOCIATION	NAME	CONTACT
Escondido	Lansing Circle Neighborhood Group	Robert Barrientos	(760) 213-0683
Escondido	Mission Grove Neighborhood Group	Brent Gerbert	brentsd@cox.net
Escondido	Orange Place Group	Lino Juarez	760-839-6265
Escondido	Park Place Neighborhood Group	Judith Alvizo	judith.alvizo@gmail.com
Escondido	Westside's Involved Neighbors (WIN)	Monty Miani	MMiani1@hotmail.com
Oceanside	Oceanside Neighborhood Association	Sharon Brown	oceansidefriends@gmail.com
Oceanside	Oceanside Coastal Neighborhood Association	Lane Stewart	OCNA101@gmail.com

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 12.



CITY of ESCONDIDO

FUTURE AGENDA

6/28/2023 - NO MEETING

7/5/2023 - NO MEETING (INDEPENDENCE DAY)

7/12/2023 - COUNCIL VISION WORKSHOP