



# Council Meeting Agenda

**JUNE 24, 2020**

**VIDEO CONFERENCE**

**5:30 P.M. Closed Session; 6:00 P.M. Regular Session  
201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Paul McNamara</b>
DEPUTY MAYOR	<b>Consuelo Martinez</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Jeffrey Epp</b>
CITY CLERK	<b>Zack Beck</b>
CITY ATTORNEY	<b>Michael McGuinness</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Mike Strong</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Julie Procopio</b>

**COVID-19 PUBLIC SERVICE ANNOUNCEMENT**

Pursuant to Governor Newsom’s Executive Orders, including N-25-20 and N-29-20: Certain Brown Act requirements for the holding of a public meeting have been temporarily suspended and members of the Escondido City Council and staff will participate in this meeting via teleconference. In the interest of reducing the spread of COVID-19, members of the public are encouraged to submit their agenda and non-agenda comments online at the following link: <https://www.escondido.org/agendaposition.aspx>. Council Chambers will be closed.

Public Comment: To submit comments in writing, please do so at the following link: <https://www.escondido.org/agenda-position.aspx>. If you would like to have the comment read out loud at the meeting (not to exceed three minutes), please write “Read Out Loud” in the subject line.

Depending on the volume and/or similarity of public comments, and pursuant to the City Council Rules of Procedure, the Mayor or Presiding Councilmember may limit the number of comments to be read and/or limit the amount of time each comment may be read. It is in the interests of members of the public who desire that their statement be read out loud to be mindful of this potential limitation when drafting their comment. The entirety of all comments received from the public will be made a part of the record of the meeting.

The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link: <https://www.escondido.org/meeting-broadcasts.aspx>

**ELECTRONIC MEDIA:**

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk’s Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City’s existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



# Council Meeting Agenda

**June 24, 2020  
5:30 p.m. Meeting**

**Escondido City Council**

## **CALL TO ORDER**

**ROLL CALL:** Diaz, Martinez, Morasco, McNamara

## **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. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

## **CLOSED SESSION: (COUNCIL/RRB)**

### **I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**

- a. **Agency Negotiator:** Jessica Perpetua, Jeffrey Epp  
**Employee Organization:** ECEA (ACE and Supervisory Units) and Police (Non-Sworn)

## **ADJOURNMENT**



# Council Meeting Agenda

**June 24, 2020  
6:00 P.M. Meeting**

## **Escondido City Council Mobilehome Rent Review Board**

### **CALL TO ORDER**

#### **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**

**ROLL CALL:** Diaz, Martinez, Morasco, McNamara

**PROCLAMATIONS:** Parks and Recreation Month

#### **CLOSED SESSION REPORT**

### **ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. 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. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

### **CONSENT CALENDAR**

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

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

2. **APPROVAL OF WARRANT REGISTER (Council)**

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

- 342483 – 342684 dated June 3, 2020
- 342685 – 342897 dated June 10, 2020

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

3. **APPROVAL OF MINUTES: Regular Meetings of June 3, 2020 and June 10, 2020**

4. **ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY - Fiscal Year 2021-2023 -**

Request the City Council approve an animal control agreement with the San Diego Humane Society (SDHS) through Fiscal Year 2023 and authorize the Mayor and City Clerk to execute contract documents on behalf of the City.

Staff Recommendation: **Approval (Police Department: Ed Varso)**

RESOLUTION NO. 2020-89

5. **AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2021 -**

Request the City Council approve the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a Cooperative Purchase Agreement with the City of San Diego, RFP No. 10089315-18-K, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2020-80

6. **CITYWIDE SECURITY ALARM SYSTEM MONITORING AND MAINTENANCE REQUEST FOR PROPOSAL AWARD -**

Request the City Council approve awarding the Citywide Security Alarm System Monitoring and Maintenance Request for Proposal to Progressive Technology Security Systems Inc. deemed to be the lowest most responsive and responsible bidder in an amount not to exceed \$378,360 for the initial two-year term.

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2020-76

7. **SAN DIEGO COUNTY CAL-ID GRANT -**

Request the City Council authorize the Police Department to accept a San Diego County Cal-ID Grant from the County of San Diego Remote Access Network; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Ed Varso)**

8. **THIRD AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC. -**

Request the City Council authorize the Mayor and the City Clerk to execute a Third Amendment to the Public Services Agreement, exercising option period three of the Right of Way Landscape Maintenance Services Request for Proposal No. 18-02, extending the Agreement through June 30, 2021.

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2020-85

9. **FINAL MAP FOR HENRY RANCH (TRACT 920) LOCATED AT 2355 EAST LINCOLN AVENUE -**  
Request the City Council approve the Final Map for Henry Ranch, Escondido Tract 920, a 98-Lot Single Family Residential Subdivision located at 2355 East Lincoln Avenue.

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

10. **SPECIAL ELECTION FOR THE UNSCHEDULED VACANCY OF DISTRICT 2 COUNCIL MEMBER AND GENERAL MUNICIPAL ELECTION - NOVEMBER 3, 2020 -**

Request the City Council approve calling for, holding, and giving notice for a General Municipal Election and Special Election and requesting consolidation with the November 3, 2020, Statewide General Election, for the following elective offices: One (1) City Council Member with a four-year term to represent District Three; One (1) City Council Member with a four-year term to represent District Four; One (1) Treasurer with a four-year term to be elected at-large; and One (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 8, 2022. It is also requested that the City Council adopt Resolution No. 2020-68 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

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

A) RESOLUTION NO. 2020-67 B) RESOLUTION NO. 2020-68

11. **FIRST AMENDMENT TO LEASE AGREEMENT WITH MCMAHON CONSTRUCTION AT 525 NORTH QUINCE STREET -**

Request the City Council authorize the Mayor to execute a First Amendment to Lease Agreement with McMahon Construction at 525 North Quince Street.

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

RESOLUTION NO. 2020-79

## **CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

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

## PUBLIC HEARINGS

12. **APPROVAL TO AMEND FISCAL YEAR 2019 – 2020 ANNUAL ACTION PLAN (SECOND AMENDMENT) -**

Request the City Council approve amending the Fiscal Year 2019-2020 Annual Action Plan and permit use of the funding.

**A). COUNTY CARES ACT FUNDS BUDGET ADJUSTMENT -**

Request the City Council approve a budget adjustment for \$2,713,486 to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief fund from the County of San Diego.

**B). FISCAL YEAR 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM -**

Request the City Council authorize the Chief of Police to accept a Department of Justice Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant in the amount of \$125,276; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Community Development Department: Mike Strong, Housing & Neighborhood Services Department: Karen Youel, Emergency Management Department: Jeff Murdock, Police Department: Ed Varso)**

RESOLUTION NO. 2020-90

## CURRENT BUSINESS

13. **ANNUAL APPOINTMENTS TO BOARDS AND COMMISSIONS -**

Request the City Council ratify the Mayors appointments to serve on the following Boards and Commissions; terms to expire March 31, 2024, except as noted: Building Advisory & Appeals Board (2 appointments); Historic Preservation Commission (3 appointments); Library Board of Trustees (3-year term) 2 appointments (Terms to expire March 31, 2023); Planning Commission (5 appointments) (One Term Expires March 31, 2022); Public Art Commission (2 appointments); Transportation/Community Safety (2 appointments).

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

14. **CONSIDERATION OF EXTENSION OF TEMPORARY EVICTION MORATORIUM ARISING OUT OF IMPACT OF COVID-19 EMERGENCY -**

Request the City Council consider the adoption of Ordinance No. 2020-16 which would restate and extend the expiration of Urgency Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak.

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

ORDINANCE NO. 2020-16 (First Reading and Introduction)

**15. MOBILEHOME RENT PROTECTION ORDINANCE ("PROPOSITION K") VACANCY CONTROL/DECONTROL OR MOBILEHOME RENT REVIEW BOARD GUIDELINES AMENDMENT -**

Request the City Council take public input, discuss and consider whether to proceed with (1) a ballot measure to amend Proposition K to include vacancy control, or (2) an amendment to the Mobilehome Rent Review Board Guidelines to implement a negotiated agreement between mobilehome park owners and residents.

Staff Recommendation: **Provide Direction (City Attorney's Office: Michael McGuinness)**

**16. APPOINTMENT OF CITY MANAGER; 180 DAY PERIOD EXCEPTION -**

Request the City Council approve the appointment of Jeffrey R. Epp as City Manager effective July 13, 2020 to perform duties under Chapter 2, Article 3, Sections 2-38 et. seq. of the Escondido Municipal Code and make findings that appointment is necessary for critically needed position.

Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua)**

RESOLUTION NO. 2020-91

**17. CLIMATE ACTION PLAN UPDATE - INFORMATIONAL REPORT AND STATUS UPDATE (PHG18-0009) -**

Request the City Council receive the report and presentation. No action is required at this time except to provide direction to staff as appropriate.

Staff Recommendation: **Receive and File (Community Development Department: Mike Strong)**

## **FUTURE AGENDA**

**18. 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)**

## **COUNCIL MEMBERS 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](http://www.escondido.org).

- **WEEKLY ACTIVITY REPORT -**

## ORAL COMMUNICATIONS

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

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
July 1	-	-	No Meeting	-
July 8	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
July 15	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
July 22	-	-	No Meeting	-

## TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

### AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

**AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING:** Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

### LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at [www.escondido.org](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

**Please turn off all cellular phones and pagers while the meeting is in session.**

**The City Council is scheduled to meet the first four Wednesdays  
of the month at 5:00 in Closed Session and 6:00 in Open Session.  
(Verify schedule with City Clerk's Office)**

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

**CITY HALL HOURS OF OPERATION  
Monday-Friday 8:00 a.m. to 5:00 p.m.**



*If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.*

*Listening devices are available for the hearing impaired – please see the City Clerk.*



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING**



# CITY COUNCIL STAFF REPORT

**Consent Item No. 2**

**June 24, 2020**

**File No. 0400-40**

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

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

342483 – 342684 dated June 3, 2020

342685 – 342897 dated June 10, 2020

FISCAL ANALYSIS:

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

May 28 – June 3, 2020, is \$ 1,293,489.85

June 4 – June 10, 2020, is \$ 679,293.33

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**  
**June 3, 2020**  
**6:00 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on Wednesday, June 3, 2020 via Video Conference and in the City Council Chambers at City Hall with Mayor McNamara presiding.

**MOMENT OF REFLECTION**

Zack Beck, City Clerk led the Moment of Reflection

**FLAG SALUTE**

Paul McNamara, Mayor, led the Flag Salute

**PROCLAMATIONS**

Pride Month

**ATTENDANCE**

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

**CLOSED SESSION REPORT**

None.

**ORAL COMMUNICATIONS**

**Molly Francis** – Requested that the City Council do more to support the LGBTQ community.

**Angela Carrasco** – Expressed support for the Black Lives Matter movement.

**CONSENT CALENDAR**

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve all Consent Calendar items except items 7 and 10. Approved unanimously.

**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:

- 341902 – 342079 dated May 13, 2020
- 342080 – 342309 dated May 20, 2020

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

**3. APPROVAL OF MINUTES: Regular Meetings of May 13, 2020, and May 20, 2020**

**4. AWARD OF BID FOR LEGAL ADVERTISING FOR FISCAL YEAR 2020-21 -**

Request the City Council approve the bid and award the contract for the City of Escondido's legal advertising for a one-year period to The Times Advocate.

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

RESOLUTION NO. 2020-69

**5. REVIEW AND APPROVE FISCAL YEAR 2020-2024 SAN DIEGO REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE -**

Request the City Council approve the Fiscal Year 2020-2024 San Diego Regional Analysis of Impediments to Fair Housing Choice ("AI").

Staff Recommendation: **Approval (Community Development Department: Mike Strong, Housing & Neighborhood Services: Karen Youel)**

RESOLUTION NO. 2020-57

**6. APPLICATION FOR LOCAL EARLY ACTION PLANNING (LEAP) GRANT FUNDS -**

Request the City Council authorize the Director of Community Development or his designee to submit an application for up to \$500,000 for the Local Early Action Planning ("LEAP") Grant Program funds to support planning efforts to increase the supply and affordability of homes in the City of Escondido ("City"), and, if awarded, to accept the grant funds, complete a budget adjustment, and complete grant documents on behalf of the City.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-62

**7. REQUEST FOR AUTHORIZATION TO PROCESS AN ANNEXATION AND GENERAL PLAN AMENDMENT OF FIVE PARCELS ON NORTH IRIS LANE -**

Request the City Council authorize City staff to accept and process an application to annex five parcels to the City of Escondido. The prospective application would include a request to change the General Plan land use designation from Suburban (S) to Urban II (U2), facilitating the development of up to twelve units per acre.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to authorize City staff to accept and process an application to annex five parcels to the City of Escondido. The prospective application would include a request to change the General Plan land use designation from Suburban (S) to Urban II (U2), facilitating the development of up to twelve units per acre. Approved unanimously.

**8. LOCAL RESOURCE PROGRAM AGREEMENT FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY PROJECT -**

Request the City Council authorize the Mayor and City Clerk to execute a Local Resource Program Agreement with the Metropolitan Water District of Southern California and the San Diego County Water Authority for the City of Escondido's Membrane Filtration Reverse Osmosis Facility ("MFRO") Project.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2020-52

**9. FINAL ENGINEER'S REPORT FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ZONES 1-38 FOR FISCAL YEAR 2020/2021 -**

Request the City Council approve the Assessment Engineer's Report and the annual levy and collection of assessments for the City of Escondido Landscape Maintenance Assessment District ("LMD") for Zones 1-38 for Fiscal Year 2020/2021.

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

RESOLUTION NO. 2020-47

**10. NINTH AMENDMENT TO CONSULTING AGREEMENT WITH SCS ENGINEERS FOR REMEDIATION AT THE FORMER ORANGE GLEN MARKET SITE -**

Request the City Council approve the ninth amendment to the Consulting Agreement with SCS Engineers in the amount of \$369,400 for remediation at the former Orange Glen ("OG") Market site.

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

RESOLUTION NO. 2020-70

Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to approve the ninth amendment to the Consulting Agreement with SCS Engineers in the amount of \$369,400 for remediation at the former Orange Glen ("OG") Market site. Approved unanimously.

**11. APPROVAL OF ONE YEAR EXTENSION OF THE THIRD-PARTY ADMINISTRATOR THAT PROVIDES CLAIM ADMINISTRATION SERVICES FOR THE CITY'S WORKERS' COMPENSATION PROGRAM -**

Request the City Council authorize the Mayor and City Clerk to execute a one-year extension of the AdminSure Agreement for Workers' Compensation Claim Administration Services to continue to provide third-party administrator services for the City of Escondido Workers' Compensation Program.

Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua)**

RESOLUTION NO. 2020-73

**12. COST SHARE AGREEMENT FOR LAKE HODGES NUTRIENT LOAD ASSESSMENT -**

Request the City Council approve the Cost Share Agreement for the Lake Hodges Nutrient Load Assessment for a sum not to exceed \$158,600 over three years.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2020-75

**CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

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

**13. RESOLUTION OF FORMATION FOR COMMUNITY FACILITIES DISTRICT NO. 2020-1 OF THE CITY OF ESCONDIDO (SERVICES) AND COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES) -**

Approved on May 13, 2020 with a vote of 4/0

- A) ORDINANCE NO. 2020-10 B) ORDINANCE NO. 2020-11 (Second Readings and Adoption)
- C) RESOLUTION NO. 2020-53

**CURRENT BUSINESS**

**14. LINDLEY RESERVOIR REPLACEMENT PROJECT: BID AWARD, CONSULTING AGREEMENTS, AND BUDGET ADJUSTMENT -**

Request the City Council authorize the Mayor and the City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,871,600, for construction of the Lindley Reservoir Replacement Project; authorize the Mayor and the City Clerk to execute a Consulting Agreement with Wallace & Associates Consulting, Inc. in the amount of \$1,155,000, for construction management services for the Lindley Reservoir Replacement Project; authorize the Mayor and the City Clerk to execute a Consulting Agreement with Stantec Consulting Services, Inc. in the amount of \$169,456. for engineering services for the Lindley Reservoir Replacement Project; and approve a budget adjustment in the amount of \$100,000.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

- A) RESOLUTION NO. 2020-49 B) RESOLUTION NO. 2020-50 C) RESOLUTION NO. 2020-51

Moved by Councilmember Morasco and seconded by Councilmember Diaz to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,871,600, for construction of the Lindley Reservoir Replacement Project; authorize the Mayor and the City Clerk to execute a Consulting Agreement with Wallace & Associates Consulting, Inc. in the amount of \$1,155,000, for construction management services for the Lindley Reservoir Replacement Project; authorize the Mayor and the City Clerk to execute a Consulting Agreement with Stantec Consulting Services, Inc. in the amount of \$169,456. for engineering services for the Lindley Reservoir Replacement Project; and approve a budget adjustment in the amount of \$100,000. Approved unanimously

**WORKSHOP**

**15. PRELIMINARY ALTERNATIVES FOR REHABILITATION OF WOHLFORD DAM -**

Request the City Council receive and file this staff report concerning additional alternative analysis for the Wohlford Dam Project. The analysis evaluates the feasibility of options for rehabilitating the existing Lake Wohlford Dam and associated structures to address seismic deficiencies in lieu of building a replacement dam.

Staff Recommendation: **Receive and File (Utilities Department: Christopher W. McKinney)**

## **FUTURE AGENDA**

### **16. 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)**

**Councilmember Diaz requested an item related to campaign contribution limits.**

**Councilmember Morasco requested an item related to term limits.**

## **COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

**Councilmember Morasco – Attended a meeting for EDI.**

**Councilmember Diaz: Attended a peaceful gathering outside of Escondido City Hall to honor the life of George Floyd.**

**Deputy Mayor Martinez: Attended a San Diego County Water Authority meeting.**

**Mayor McNamara: Attended a SANDAG meeting.**

## **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](http://www.escondido.org).

- **WEEKLY ACTIVITY REPORT -**

## **ORAL COMMUNICATIONS**

None.

## **ADJOURNMENT**

Mayor McNamara adjourned the meeting at 7:02 p.m.

**CITY OF ESCONDIDO**  
**June 10, 2020**  
**5:00 P.M. Meeting Minutes**  
**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. on Wednesday, June 10, 2020 in the Mitchell Room at City Hall with Mayor McNamara presiding.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

**ORAL COMMUNICATIONS**

None.

**CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

**MOTION:** Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to recess to Closed Session. Motion carried unanimously.

**CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**

- a. **Case Name:** Ken Burris v. City of Escondido
- Case No:** ADJ11194693; ADJ11235665; ADJ11235664

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**

- a. **Property:** 200 - 290 East Via Rancho Parkway (APNs 271-030-14, -15, -16, -17, -18, 19, -20)
- City Negotiator:** Jeffrey Epp, City Manager
- Negotiating Parties:** Unibail-Rodamco-Westfield
- Under Negotiation:** Potential Purchase and Sale, Westfield Mall

**PUBLIC EMPLOYEE APPOINTMENT (Government Code §54957)**

City Manager

**ADJOURNMENT**

Mayor McNamara adjourned the meeting at 6:00 p.m.

**CITY OF ESCONDIDO**

**June 10, 2020  
6:00 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on June 10, 2020 via Video Conference and in the City Council Chambers at City Hall with Mayor McNamara presiding.

**MOMENT OF REFLECTION**

Zack Beck, City Clerk led the Moment of Reflection

**FLAG SALUTE**

Paul McNamara, Mayor, led the Flag Salute

**ATTENDANCE**

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

**CLOSED SESSION REPORT**

**CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**

- b. **Case Name:** Ken Burris v. City of Escondido  
**Case No:** ADJ11194693; ADJ11235665; ADJ11235664

COUNCIL ACTION: Approved 4/0 to settle in an amount of \$113,464.50

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**

- b. **Property:** 200 - 290 East Via Rancho Parkway (APNs 271-030-14, -15, -16, -17, -18, 19, -20)  
**City Negotiator:** Jeffrey Epp, City Manager  
**Negotiating Parties:** Unibail-Rodamco-Westfield  
**Under Negotiation:** Potential Purchase and Sale, Westfield Mall

**PUBLIC EMPLOYEE APPOINTMENT (Government Code §54957)**

City Manager

COUNCIL ACTION: Approved 4/0 to retain Jeffrey Epp as City Manager in a retired annuitant status pending a final vote at the June 24, 2020 City Council meeting.

**ORAL COMMUNICATIONS**

**Rob Wise** – Expressed concern regarding legal issues with the Sundance Mobilehome Park.

**CONSENT CALENDAR**

**MOTION:** Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to approve all Consent Calendar items except items 4. Approved unanimously.

**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:

- 342310 – 342481 dated May 27, 2020

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

**3. APPROVAL OF MINUTES: None Scheduled**

**4. REQUEST TO INITIATE A DOWNTOWN SPECIFIC PLAN AMENDMENT TO DESIGNATE AREAS WHERE GROUND FLOOR RESIDENTIAL USES IS PERMITTED -**

Request the City Council review and receive to initiate a Downtown Specific Plan Amendment to designate areas where ground floor residential uses is permitted and provide direction to City Staff.

Staff Recommendation: **Provide Direction (Community Development Department: Mike Strong)**

**Ed Gallo – Expressed support for the review but urged caution in reducing the goals of creating a destination downtown.**

**Carol Rea – Requested that the Historical Preservation Commission be consulted prior to a final decision regarding the amendment.**

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve the Housing and Community Investment Study Project Initiation. Approved unanimously.

**5. HOUSING AND COMMUNITY INVESTMENT STUDY PROJECT INITIATION -**

Request the City Council consider the request and provide direction to staff.

Staff Recommendation: **Provide Direction (Community Development Department: Mike Strong)**

**6. ACCEPTANCE OF \$8,636 SHARED STREETS PILOT PROGRAM GRANT -**

Request the City Council approve authorizing the City Manager, or his designee to: a) accept Shared Street Pilot Program grant funds from SANDAG totaling \$8,636; b) complete grant documents on behalf of the City; and c) process necessary budget adjustments.

Staff Recommendation: **Approval (Economic Development Department: Amber Tarrac)**

RESOLUTION NO. 2020-84

**CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

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

**PUBLIC HEARINGS**

7. **THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, THE FISCAL YEAR 2020/21 CAPITAL IMPROVEMENT PROGRAM BUDGET, AND ADOPTION OF THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR THE FISCAL YEARS 2021 THROUGH 2025 -**  
Request the City Council approve adopting Fiscal Years 2020/21 - 2024/2025 Five-Year Capital Improvement Program and the Fiscal Year 2020/21 Capital Improvement Program Budget; and approve the TransNet Local Street Improvement Program of Projects for the Fiscal Years 2021 through 2025.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio, Finance Department: Joan Ryan)**

A) RESOLUTION NO. 2020-81 B) RESOLUTION NO. 2020-82

**MOTION:** Motion by Councilmember Diaz and seconded by Deputy Mayor Martinez to approve adopting Fiscal Years 2020/21 - 2024/2025 Five-Year Capital Improvement Program and the Fiscal Year 2020/21 Capital Improvement Program Budget; and approve the TransNet Local Street Improvement Program of Projects for the Fiscal Years 2021 through 2025. Approved unanimously.

8. **ADOPTION OF THE FISCAL YEAR 2020/21 ANNUAL OPERATING BUDGET AND THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2020/21 -**

Request the City Council approve the Fiscal Year 2020/21 Annual Operating Budget, and approve the Appropriations Limit ("GANN Limit") for Fiscal Year 2020/21.

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

A) RESOLUTION NO. 2020-71 B) RESOLUTION NO. 2020-72

**Four hundred and thirty four public comments were submitted regarding this item and read into the record at the meeting.**

**The meeting recessed at 9:00 p.m. on June 10, 2020 and reconvened at 3:00 p.m. on June 11, 2020.**

**MOTION:** Moved by Councilmember Morasco and seconded by Mayor McNamara to Council approve the Fiscal Year 2020/21 Annual Operating Budget, and approve the Appropriations Limit ("GANN Limit") for Fiscal Year 2020/21. Approved unanimously.

## **WORKSHOP**

9. **BOARD AND COMMISSION INTERVIEWS -**

Request the City Council conduct interviews of applications for the Planning Commission, Transportation and Community Safety Commission, Public Art Commission and Historic Preservation Commission to fill terms that are due to expire on June 30, 2020.

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

**Item moved to June 17, 2020**

## **FUTURE AGENDA**

### **10. 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)**

**Councilmember Diaz - Review of budgetary items.**

**Deputy Mayor Martinez - Chief of Police policies**

## **COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

**Deputy Mayor Martinez - Attended a San Diego County Water Authority meeting.**

**Mayor McNamara - Met with the Escondido Environmental Citizens Advisory Committee.**

**Met with Executive Director of SANDAG to discuss the Five Big Moves.**

## **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](http://www.escondido.org).

- **WEEKLY ACTIVITY REPORT -**

## **ORAL COMMUNICATIONS**

None.

## **ADJOURNMENT**

Mayor McNamara adjourned the meeting at 5:45 p.m. on June 11, 2020.

# CITY COUNCIL STAFF REPORT

**Consent Item No. 4**

**June 24, 2020**

**File No. 0600-10**

SUBJECT: Animal Services Agreement with the San Diego Humane Society –  
FY 2021-2023

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-89 approving an Animal Services Agreement with the San Diego Humane Society through FY 2023, and authorize the Mayor and City Clerk to execute contract documents on behalf of the City.

FISCAL ANALYSIS:

City staff analyzed several options for animal control services. The following factors were considered: cost effectiveness; scope of service; legal requirements; and community benefit. Staff researched agreements from other municipalities and in-house options for animal control services.

Option 1 – Joint Powers Agreement (“JPA”)

A JPA study was completed in 2014 by Citygate Associates LLC. Cities included in the JPA study were Escondido, Oceanside, and San Marcos. At that time, Escondido’s annual contribution was estimated between \$1.6 to \$2 million. The annual cost would cover operating expenses. In addition, a shelter facility would need to be built. Bond measures could cover the cost of the facility. The JPA would take approximately four years to start. This option could still be considered in future years.

Option 2 – In-house Animal Control Services

Staff research determined that in-house animal control services, comparable to the level of service provided by the San Diego Humane Society, would require approximately \$1.8 million dollars for annual operating costs. Additionally, a shelter facility would be needed. Based on the City of El Cajon’s recent construction of an animal shelter, costs are estimated at \$14 million. This process would take several years to complete.

A major portion of animal control costs are related to veterinary services and animal care. Eliminating these aspects would result in high euthanasia rates and reduced services to the community. Even with these severe reductions, costs are still estimated at \$1.4 million for annual operating expenses. At this time, the San Diego Humane Society can provide a higher level of service at lower cost.

Option 3 – Contract with Another Animal Control Entity

In an effort to explore all options, staff researched San Diego County Animal Services and discovered they recently discontinued servicing cities. Staff will continue to research other animal control options.

Recommendation – Animal Services Agreement with San Diego Humane Society

To maintain a high level of specialized, wrap-around animal control services, it was determined to be in the City's best interest to retain the San Diego Humane Society, a California nonprofit corporation.

The San Diego Humane Society services 12 municipalities within San Diego County. The proposed annual fees for the City of Escondido are comparable to rates paid by other cities.

The San Diego Humane Society calculates the City of Escondido's ("City") animal control costs based on services specific to Escondido. The major portion of these expenses are related to:

- Veterinary services
- Animal intake
- Animal care and shelter
- Humane law enforcement calls for service
- Humane law enforcement field services.

Philanthropic and charitable donations to the San Diego Humane Society cover about 30% of Escondido's total animal control costs. The remaining expenses are included in the proposed agreement annual payment.

Original proposed costs from San Diego Humane Society included a 141% increase, which resulted in a \$2.5 million annual commitment for FY 2020-21. Additionally, annual increases of 15% were proposed.

After careful consideration and negotiation, the following annual commitments were established:

- Year 1 = \$1,047,306 (No increase from current agreement)
- Year 2 = \$1,204,402
- Year 3 = \$1,385,062

The San Diego Humane Society continues to explore options for reducing the City's agreement contribution. Possibilities include increasing fees to generate revenue, which will offset Escondido's final expenses.

The proposed agreement covers a period of three years, starting July 1, 2020, and ending June 30, 2023.

The Police Department's FY 2020-21 Operating Budget covers Year 1 expenses of \$1,047,306.

PREVIOUS ACTION:

On May 22 2019, the City Council adopted Resolution No. 2019-74 to approve a Second Amendment to the San Diego Humane Society Animal Control Services Agreement for a one-year extension.

On June 20, 2018, the City Council adopted Resolution No. 2018-107 approving a First Amendment to the Animal Control Services Agreement for a one-year extension.

On June 11, 2014, the City Council adopted Resolution No. 2014-65 approving a two-year Animal Control Services Agreement with two automatic one-year renewal periods with the San Diego Humane Society.

On June 22, 2011, City Council adopted Resolution No. 2011-82, approving an Animal Control Services Agreement with Escondido Humane Society through June 30, 2014.

BACKGROUND:

Purpose

The purpose of this agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City.

San Diego Humane Society Qualifications

San Diego Humane Society personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of animal control services by virtue of their experience, training, education and expertise. The City has used the San Diego Humane Society for its animal control services since 2014, after it merged with the Escondido Humane Society.

Founded in 1880, the San Diego Humane Society is the oldest and most comprehensive animal welfare organization in San Diego County and one of the oldest and largest in the United States. It is a private not-for-profit 501(c)(3) organization. It receives funding from charitable contributions, corporate and foundation grants, investment income, retail sales, and fees from services provided.

The San Diego Humane Society served over 67,000 animals in 2017-2018 through pet adoptions, wildlife rehabilitation, community spay/neuter services and more. With campuses in Escondido, Oceanside and San Diego, S San Diego Humane Society provides animal services for 12 cities within San Diego County.

SDHS Animal Services Provided for the City of Escondido

From July 1, 2018, through June 30, 2019, the San Diego Humane Society helped 4,234 animals in Escondido and provided the following services:

- Sheltered 3,363 animals
- Administered 3,199 rabies and distemper vaccines
- Microchipped 411 animals
- Licensed 4,085 animals
- Performed spay/neuter surgeries for 355 animals
- Responded to 2,251 humane law enforcement calls for service
- Performed 7,962 humane law enforcement field services, including:
  - o 5,379 Animal control calls for service
  - o 815 Investigations
  - o 528 Medical responses
  - o 850 Public assistance calls for service
  - o 390 Safety calls for service

Scope of Services

The San Diego Humane Society shall provide the services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the City as specified by the proposed agreement.

Animal Sheltering - San Diego Humane Society shall provide the City with animal shelter services to receive and care for all domestic animals delivered by members of the general public or Animal Field Services. The San Diego Humane Society shall also provide humane disposition of animals.

The San Diego Humane Society shall maintain an animal shelter at 3500 Burnet Drive, Escondido, CA 92027 which shall be open for public service and operation during reasonable days and hours of operation similar to other such facilities within the County of San Diego, and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the City. Such animal shelter services shall include:

- The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the City.
- The housing and care for domestic animals under rabies quarantine for the legal hold period

Animal Services Agreement with the San Diego Humane Society – FY 2021-2023

June 24, 2020

Page 5

according to the laws of the State of California and the ordinances of the County and the City.

- The housing and care for police and animal cruelty holds for a minimum of fourteen days.
- Providing lost and found opportunities for domestic animals brought to the shelter.
- The housing, care for, and the disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the City.
- Assuming all expenses to maintain and operate the Shelter and properly care for the animals.
- Managing the dog license program for the City.

Animal Field Services – The San Diego Humane Society shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the City (and any County laws, regulations and ordinances as adopted by the City) pertaining to animal field services. The San Diego Humane Society shall provide the City with the following animal field services in response to complaints generated by the public, law enforcement and the City:

- Investigate and enforce animal cruelty laws and related activities
- Respond to calls for animal field services
- Pick up and care for injured domestic animals
- Address dangerous animal situations
- Monitor and respond to bites and enforce rabies quarantine requirements
- Investigate and enforce vicious or dangerous dog complaints and activities
- Patrol the city and impound stray dogs
- Respond to and investigate noise complaints
- Issue criminal and/or administrative citations for violations of City animal field services laws
- Testify in a court or administrative hearing regarding violations of animal field services laws
- Require Humane Officers to maintain qualifications under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the City ordinance related to domestic animals
- Require Humane Officers to complete a course in training related to the exercise of his/her powers, this course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California, within one year of date of hire

Reports and Records – The San Diego Humane Society shall prepare and provide quarterly and annual reports for the City. These reports shall include information regarding: animal shelter operations; statistics concerning number of animals contacted, sheltered, and related disposition; citations processed; and field services performed.

Community Engagement – The San Diego Humane Society shall provide the following services related to community engagement:

- Public education
- Animal behavior modification program
- Seasonal 24-hour kitten nursery
- Pet education classes
- Community events
- Disaster response such as: Specialized Disaster Response Emergency Team; large and small animal evacuation; and large and small animal sheltering
- Affordable community veterinary assistance programs such as: spay/neuter; vaccinations including rabies clinics; microchipping; and safety net service programs
- Owner requested euthanasia.

Adoption of Resolution No. 2020-89 approving an Animal Services Agreement with the San Diego Humane Society will provide three years of animal control services for the City of Escondido.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police  
6/17/20 4:30 p.m.

ATTACHMENTS:

1. Resolution No. 2020-89
2. Resolution No. 2020-89 Exhibit A – Animal Services Agreement

RESOLUTION NO. 2020-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A THREE-YEAR ANIMAL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, CONTRACT DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, it has been determined to be in the City of Escondido's ("City") best interest to retain professional services from the San Diego Humane Society to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City; and

WHEREAS, since July 1, 2014, the City has entered into agreements with the San Diego Humane Society to provide animal control and sheltering services for the City of Escondido; and

WHEREAS, the City and the San Diego Humane Society agree to enter into a new agreement to continue services through 2023.

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 Clerk are hereby authorized to execute, on behalf of the City, an Animal Services Agreement (“Agreement”) with the Escondido Humane Society from July 1, 2020, through June 30, 2023. A copy of the Agreement is attached to this Resolution as Exhibit "A" and is incorporated by this reference.

## ANIMAL SERVICES AGREEMENT

This Animal Services Agreement ("Agreement") is entered into effective the <sup>XX</sup> day of ("Effective Date") by and between the CITY OF ESCONDIDO, a municipal corporation (the "CITY") and the SAN DIEGO HUMANE SOCIETY AND S.P.C.A., a California nonprofit corporation ("SDHS") (collectively, the "Parties"). This Agreement is made with reference to the following recitals.

### RECITALS

A. It has been determined to be in the CITY's best interest to retain specialized, professional services to provide animal control and sheltering services (the "Services") since the CITY does not provide such services.

B. The CITY desires to contract with SDHS as an independent contractor and SDHS desires to provide the Services to the CITY as an independent contractor.

C. SDHS personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of the Services designated herein by virtue of their experience, training, education and expertise.

D. The purpose of this Agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the CITY concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the CITY.

NOW THEREFORE, in consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. SDHS shall provide the Services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the CITY as further specified by this Agreement. The Services to be performed by SDHS pursuant to the terms and conditions of this Agreement shall consist of the Services enumerated below. In addition to those Services identified below, SDHS may routinely provide the CITY with the additional "Community Engagement and Services" outlined in Exhibit A, attached hereto and incorporated by reference, without an additional cost. Exhibit A is subject to modification at SDHS's discretion based on resources and capacity.

1.1 Animal Sheltering. SDHS shall provide the CITY with animal shelter services consistent with public shelter functions to receive and care for all dogs, cats and other domestic animals seized or impounded by Animal Field Services or delivered by members of the general public, provide humane disposition of animals, euthanizing, if warranted, and disposing of euthanized animals and deceased animals brought in by CITY residents. More specifically, SDHS shall maintain an animal shelter at 3500 Burnet Drive, Escondido, CA 92027 which shall be open for public service and operation during reasonable days and hours of operation similar to other such facilities within the County of San Diego ("County"), and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County

and the CITY. Such animal shelter services shall include:

- a. The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the CITY.
- b. The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the CITY.
- c. Housing and care for police and animal cruelty holds for a minimum of fourteen (14) days.
- d. Providing lost and found opportunities for the general public for domestic animals brought to the Shelter.

1.2 Animal Sheltering Criteria. SDHS animal sheltering Services shall include:

- a. Feed, care for, and the disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the CITY.
- b. Assume all expenses to maintain and operate the Shelter and properly care for the animals.
- c. Manage the dog license program within the CITY to include:
  - i. Maintain files including current and expired dog license and the owners who live within the CITY for the past three (3) years.
  - ii. Issue or cause to be issued new and renewed licenses to dog license applicants within the CITY.
  - iii. Investigate and issue when appropriate Service Dog Licenses within the CITY.
  - iv. Make or cause to be made Dangerous Dog determinations in accordance with San Diego County Code Sec. 62.674 and Sec. 62.675.
  - v. Conduct follow-up enforcement of licensing and rabies vaccinations within the CITY.
  - vi. Improve community compliance for owners who live within the CITY.

1.3 Animal Field Services. SDHS shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the CITY (and any County laws, regulations and ordinances as adopted by the CITY) pertaining to animal field

services with respect to the scope of work set forth below. SDHS shall provide the CITY with the following animal field services in response to complaints generated by the public, law enforcement and the CITY:

- a. Investigate and enforce animal cruelty laws and related activities.
- b. Pick up and care for injured domestic animals.
- c. Address dangerous domestic animal situations.
- d. Monitor and respond to bites and enforcing rabies quarantine requirements.
- e. Investigate and enforce vicious or dangerous dog complaints and activities associated therewith.
- f. Patrol and impound dogs.
- g. Respond to and investigate animal noise complaints.
- h. Pick up and care for stray and abandoned domestic animals contained by citizens and found within the City limits.

1.4 Animal Field Services Requirements. SDHS animal field service requirements include:

- a. SDHS shall perform the Services in accordance with all laws and regulations applicable to the CITY.
- b. SDHS shall provide daily the appropriate number of Humane Officer(s) (as defined below) and an animal containment vehicle(s) and equipment for the performance of animal field services.
- c. SDHS shall humanely and efficiently enforce all laws of the State of California, the County, and the CITY pertaining to animal field services that are within the scope of SDHS's obligations under this Agreement. In the event that new laws enacted after the Effective Date of this Agreement would require increased services by SDHS, such additional services shall be added to the Services only upon written agreement by the Parties (including compensation).
- d. SDHS Humane Officers (as defined below) and duly trained license coordinators are authorized to issue criminal and/or administrative citations for violations of CITY animal field service laws, and to issue notices as provided by law. SDHS's Humane Officers (as defined below) shall prepare appropriate reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to testify in a court or administrative hearing when called upon to do so concerning such violations.

- e. SDHS shall respond to calls for animal field services between the hours of 8:00 a.m. to 5:00 p.m. daily ("Field Service Hours"). Based on the priority of the call, SDHS will respond within the times included in Exhibit B attached hereto and incorporated herein by reference. Exhibit B is subject to reasonable change at SDHS's discretion and upon written notice to the CITY.
- f. An after-hours duty officer shall provide emergency responses to Priority One calls only during non-Field Service Hours upon receipt of such a call from an authorized CITY official. "Priority One" calls are defined in Exhibit B.

2. SDHS PERSONNEL. SDHS shall employ appropriate personnel and staff to assist and carry out its duties and obligations of this Agreement.

2.1 Humane Officers. SDHS shall have at all times during the term of this Agreement a reasonable number of Humane Officers qualified under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the CITY ordinance related to domestic animals. They shall not carry firearms in the performance of their duties but may carry non-lethal weapons. Each Humane Officer shall complete within one (1) year of date of hire or within one (1) year of the Effective Date of this Agreement, a course in training related to the exercise of his/her powers, which course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California.

2.2 Performance Standards. SDHS agents and employees shall treat the public with courtesy and respect at all times in performing all duties and obligations under this Agreement.

2.3 Compliance with Laws. SDHS shall comply with personnel policies and procedures that conform to federal and state laws with respect to hiring and firing practices.

3. OBLIGATIONS OF THE CITY. The CITY shall provide the following to assist SDHS in performing the Services:

3.1. CITY will provide training on specific CITY processes and other municipal techniques that Humane Officers may be expected to carry out.

3.2. CITY shall endeavor to work with the SDHS in support of the licensing programs geared towards increased compliance, higher return owner rates, reduction in the number of animals needing housing care, and protecting residents against dangerous and/or vicious dogs and habitual offenders of animal laws.

4. REPORTS AND RECORDS.

4.1 Quarterly Reports. SDHS shall prepare quarterly reports for the CITY which shall provide the following information: (i) animal shelter operations (as it pertains to the Agreement, including the number of stray animals impounded, number of days held, and their disposition); (ii) all administrative citations processed; and (iii) animal field service activities including the

number and type of incidents or reports investigated. Reports shall be discussed during quarterly meetings with the CITY and SDHS.

4.2 Governmental Reports. Should the CITY be required to furnish information to any other government agency, SDHS agrees to timely provide information that the CITY may need to meet such request as long as the request is within the scope of this Agreement.

4.3 Annual Reports. By no later than sixty (60) days following the end of each fiscal year, SDHS shall provide an annual report to the CITY with the information required by Section 4.1 for the preceding year.

4.4 Record Retention. All records and information required to be kept by SDHS pursuant to this Agreement shall be kept for a minimum of at least three (3) years unless required by law to be kept for a longer period.

5. COMPLIANCE WITH LAWS. All work by SDHS shall be performed in accordance with applicable city, state and federal laws, statutes and regulations.

6. LICENSE, PERMITS, ETC. SDHS represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. SDHS represents and warrants to CITY that SDHS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for SDHS to practice its profession. SDHS shall obtain and maintain a CITY business license during the term of this Agreement.

7. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, SDHS, any employees of SDHS and any subcontractors employed by SDHS shall be an independent contractor and shall not be an employee of the CITY. The CITY shall have the right to control SDHS only insofar as the results of SDHS's Services rendered pursuant to this Agreement; however, the CITY shall not have the right to control the means by which SDHS accomplishes its Services.

Neither SDHS nor SDHS's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, SDHS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

8. WORKERS' COMPENSATION. Pursuant to California Labor Code section 1861, SDHS hereby certifies that SDHS is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and SDHS will comply with such provisions, and certification of proof of compliance as a part of this Agreement.

9. NO CONFLICT OF INTEREST. SDHS shall not enter into any other contract which conflicts with its obligations under this Agreement. For the limited purpose of interpreting this

section, SDHS shall be deemed a "city officer or employee," and this section shall be interpreted in accordance with the California Government Code section 1090.

10. OWNERSHIP OF DOCUMENTS.

10.1 Reports and documents prepared or provided by SDHS under this Agreement shall be the property of the CITY. The CITY agrees to hold SDHS free and harmless from any claim arising from any use, other than the purpose intended, of the reports and documents, prepared or provided by SDHS. SDHS may retain a copy of all materials produced under this Agreement for the purpose of documenting their participation in this Agreement.

10.2 Animal license information and data, including, but not limited to, animal owner identification and address, animal name, description, license type and expiration date, are the property of the CITY and must be presented to the CITY in any reasonable document and computer format requested in writing by the CITY. All such information must be provided to the CITY within thirty (30) days of the CITY's request.

11. COMPENSATION. SDHS shall receive the following compensation for the performance of the Services.

11.1 Payments by the CITY. The CITY shall make payments to SDHS as follows:

- a. For the first twelve (12) month term of this Agreement, "Year 1 Compensation" (July 1, 2020 through June 30, 2021), compensation shall be \$1,047,306.00 billed at \$87,275.50 per month for each month.
- b. For "Year 2 Compensation" (July 1, 2021 through June 30, 2022), compensation shall be \$1,204,402 billed at \$100,366.83 per month for each month.
- c. For "Year 3 Compensation" (July 1, 2022 through June 30, 2023), compensation shall be \$1,385,062.00 billed at \$115,421.83 per month for each month.

11.2 Other Revenue. SDHS shall be entitled to retain as compensation for the Services: (i) all reasonable user fees, service charges and proceeds collected by SDHS in connection with licensing, impounds, and redemption of domestic animals from the Shelter, (ii) any fines received by SDHS or the CITY arising out of any administrative citations issued by Humane Officers; and (iii) any other non-citation related revenue generated as a result of this Agreement. All user fees and service charges shall not exceed the reasonable cost of providing the service.

12. DISASTER RELIEF SERVICES. SDHS shall be designated the "Essential Support Function/Official Responder" with respect to any disaster the CITY is included within the disaster area designated by a governmental agency. SDHS may invoice the CITY for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by SDHS with respect to additional services provided by SDHS in connection with any disaster relief effort and which are eligible for reimbursement to Federal Emergency Management Agency ("FEMA") Disaster Assistance Policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. The CITY shall promptly reimburse SDHS for such costs and expenses, provided the

CITY has received reimbursements from FEMA. SDHS shall provide any available supporting documentation requested by the CITY for any funding or reimbursement request regarding the disaster that is made to any governmental agency.

13. TERM AND TERMINATION.

13.1 Term. The term of this Agreement shall be for the period of thirty-six (36) months commencing on July 1, 2020 and terminating on June 30, 2023.

13.2 Administrative Extension. Upon the expiration of the term of this Agreement, the Parties retain the right to extend the Agreement for a period of 120 days in order to finalize a new Agreement.

13.3 Termination for Convenience. Either party shall have the right to terminate this Agreement, with or without cause, by providing the other party with ninety (90) days prior written notice.

13.4 Termination for Cause. At any time during the term of this Agreement, in case of material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party written notice of such breach and demanding that such breach be cured within sixty (60) days (or in the case of defaults in payment of monetary amounts due which are certain in amount and undisputed, thirty [30] days) and, if such breach has not been cured at the end of such period(s), this Agreement shall terminate without the necessity of any party taking any further action. In the event a longer notice or cure period is required by applicable law, the cure period specified in this section or the effective date of termination shall conform to, but not exceed, such requirement.

13.5 Compensation Payable Upon Termination. In the event this Agreement is terminated pursuant to either Section 13.3 or 13.4, so long as SDHS has been providing the services specified herein, SDHS shall be entitled to receive the compensation and fees accrued through the effective date of termination.

14. INDEMNIFICATION. To the fullest extent permitted by law, SDHS shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to any act or omission by SDHS in the performance of the Services under this Agreement, and the negligence, recklessness, or willful misconduct of SDHS, its employees, agents, and subcontractors in the performance of the Services under this Agreement. SDHS's duty to indemnify under this Section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. SDHS's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorneys' fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this section will survive the expiration or early termination of this Agreement for a period of two (2) years.

15. INSURANCE.

15.1 SDHS shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SDHS, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

15.2 SDHS's liabilities, including but not limited to SDHS's indemnity obligations, under Section 14 of this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement.

15.3 Types and Amounts Required. SDHS shall maintain, at minimum, the following insurance coverages for the duration of this Agreement:

a. *Umbrella Liability Policy.* SDHS shall maintain an Umbrella Liability Policy with an aggregate limit of not less than Ten Million Dollars (\$10,000,000), which limits may be satisfied by a combination of primary and excess liability insurance

b. *Commercial General Liability ("CGL").* SDHS shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000 per occurrence and subject to an annual aggregate of \$2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

c. *Commercial Automobile Liability.* SDHS shall maintain Commercial Automobile Liability Insurance for all of the SDHS's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

d. *Workers' Compensation.* SDHS shall maintain Workers' Compensation insurance for all of the SDHS's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage. SDHS shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

15.4 Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

a. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

b. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

15.5 Verification of Coverage. SDHS shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 15. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15.6 Subcontractor Coverage. SDHS shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

15.7 CITY Options. SDHS agrees that if it does not keep the aforesaid insurance in full force and effect, the CITY may either: (i) despite section 13, above, immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at SDHS's expense, the premium thereon.

16. CUSTOMARY SERVICES. SDHS shall be permitted without the CITY's prior written consent to enter into agreements with third party providers of services that are customary in the industry to assist SDHS to carry out its day-to-day operations. SDHS shall notify CITY of all third party providers and ensure compliance with Section 15.6.

17. NON-DISCRIMINATION. SDHS shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. SDHS shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SDHS agrees to post in conspicuous places available to employees, contractors, agents and/or applicants for employment any non-discrimination notices required by law and any non-discrimination notices provided by CITY setting forth the provisions of this non-discrimination clause.

## 18. GENERAL PROVISIONS.

18.1 Entire Agreement. This Agreement comprises the entire agreement between the CITY and SDHS concerning the Services, and supersedes all prior negotiations, representations or agreements.

18.2 Notices. Any notices given under this Agreement shall be in writing and shall be served either: (i) by hand delivery; (ii) by U.S. mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) by transmittal over an electronic transmitting device (with

confirmation of receipt), such as facsimile or email, provided that a complete copy of any notice so transmitted shall also be mailed by U.S. mail. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. From time to time the parties may designate a new address for purposes of notice hereunder by notice to the other parties hereto in the manner provided above. Initial notice addresses are as follows:

To the CITY: Paul McNamara, Mayor  
201 N. Broadway  
Escondido, CA 92025

With a copy to: Edward Varso, Chief of Police  
1163 N. Centre City Pkwy.  
Escondido, CA 92026

To SDHS: San Diego Humane Society  
5500 Gaines Street  
San Diego, California 92110  
Attn: Julianna Tetlow, Director of Government Relations  
Fax: 619-299-0198  
Email: JTetlow@sdhumane.org

With a copy to: Sheppard, Mullin, Richter & Hampton LLP  
501 W. Broadway, 19<sup>th</sup> Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.  
Email: whodges@sheppardmullin.com

18.3 Interpretation; Drafting. This Agreement shall be construed equally as against the Parties hereto and shall not be construed against the party responsible for its drafting. All prior drafts of this Agreement shall be disregarded in construing the intent of any provision contained herein or therein, and such prior drafts shall be inadmissible in any proceeding at which any such provision is to be interpreted.

18.4 Headings. The headings of the articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18.5 No Third party Beneficiaries. The covenants contained herein are made solely for the benefit of the parties hereto and successors and assigns of such parties as specified herein, and shall not be construed as having been intended to benefit any third party which is not a party to this Agreement.

18.6 Severability. If any provision of this Agreement or a portion thereof is held, by a court of competent jurisdiction, to be illegal or invalid, such provision or portion thereof shall be deemed to be severed and deleted; and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this Agreement.

18.7 Modification. This Agreement may be amended, modified or rescinded only by a writing signed by all parties to this Agreement or by their duly authorized agents.

18.8 No Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any such future right or of any other right arising under this Agreement.

18.9 California Law; Venue. This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties by and through their respective authorized officials, have executed this Agreement effective as of the date written above.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

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

\_\_\_\_\_  
Zack Beck  
City Clerk

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

SAN DIEGO HUMANE SOCIETY AND S.P.C.A.,  
a California nonprofit corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

APPROVED AS TO FORM:

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

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

## **EXHIBIT A**

### **Community Engagement and Services**

In addition to those Services identified in Section 1 of the Agreement, SDHS may routinely provide the CITY with the additional "Community Engagement and Services." The services identified below will be provided at no additional cost to the CITY unless otherwise specified and is subject to modification at SDHS's discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Seasonal 24-hour kitten nursery.
- Pet education classes.
- Community events.
- Disaster response such as:
  - Specialized Disaster Response Emergency Team.
  - Large and small animal evacuation; and
  - Large and small animal sheltering.
- Affordable Community Veterinary assistance programs such as:
  - Spay/Neuter;
  - Vaccinations including rabies clinics; and
  - Microchipping.
- Safety net service programs.
- Owner requested euthanasia.

**EXHIBIT B**  
**Calls for Service – Priority Categories**

Priority Categories	Response Time	Example of Call
Priority 1	Within 30 Minutes	Persons in Danger Animal in Immediate Danger Urgent Medical Care Needed Animal in Secured Vehicle (“Hot Dog”) Animal Fighting Cases Intentional Cruelty In-Progress Assist Public Safety Agency Bite to Person (Animal Not Contained) Exigent Circumstances <ul style="list-style-type: none"> <li>• Gunshot</li> <li>• Stabbing</li> <li>• Broken Bones</li> <li>• Serious Open Wounds</li> <li>• Visibly Injured/Trapped Animal</li> </ul> Street Sale of Animals (after all other Priority 1 Calls are Handled)
Priority 2	Within 3 Hours	In-Progress Incidents Not Reaching Priority 1 Bite to Person (Animal Contained – Reported within 24 Hours) Running-At-Large (In Progress) Abandonment Captured/Caged Animals/Confined Strays
Priority 3	Within 12 Hours	Intentional Cruelty (Not In-Progress) Non-Life Threatening Medical Care Needed Non-Exigent Circumstances <ul style="list-style-type: none"> <li>• Skin Infections</li> <li>• Emaciated</li> <li>• Over-Grown Hooves</li> </ul> Hoarding – No Immediate Emergency After-the-Fact Bite (Reported After 24 Hours)
Priority 4	Within 24 Hours	Check the Well-Being with a Reporting Party No Water (Temperature Dependent) Emaciated (Thin or Bones Showing) Lead/Leash too Short Inadequate or No Shelter Even Sale of Animals (i.e., Flea Markets)
Priority 5	Within 48 Hours	Check the Well-Being – No Reporting Party Running-at-large (Not in Progress) Barking dog complaints Rodeo or Circus Inspections Kennel Inspections

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# CITY COUNCIL STAFF REPORT

**Consent Item No. 5**

**June 24, 2020**

**File No. 0470-20**

SUBJECT: Award Purchase of Fuels for Fiscal Year 2021

DEPARTMENT: Public Works Department, Fleet Services

RECOMMENDATION:

It is requested the City Council adopt Resolution No. 2020-80, approving the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of \$1,200,000 utilizing a Cooperative Purchase Agreement with the City of San Diego, RFP No. 10089315-18-K, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

FISCAL ANALYSIS:

Sufficient funds were approved in the Fiscal Year ("FY") 2020/2021 Fleet Services Operating Budget Account No. 5111-653-715 for unleaded gasoline in the amount of \$900,000, and Account No. 5113-653-715 for diesel fuel in the amount of \$300,000.

PREVIOUS ACTION:

On June 19, 2019, per City of Escondido ("City") Resolution No. 2019-89, the City Council awarded SC Fuels, Inc. the FY 2020 fuel contract.

BACKGROUND:

The City is a participating agency in a City of San Diego sponsored fuel purchasing consortium. This consortium consists of almost every government agency in San Diego County. By creating a fuel purchasing consortium, local agencies, along with the City of San Diego, benefit from collective fuel purchasing. The City of San Diego bids and administers the fuel purchasing contract and local agencies assist by providing annual throughput numbers collectively. This enables a greater purchasing position for all participating San Diego area agencies. Additionally, this consortium process helps other smaller agencies from having to go out to bid on their own while also increasing their purchasing power.

Fleet Services would like to purchase unleaded gasoline and diesel fuel from SC Fuels through a Cooperative Purchase Agreement with the City of San Diego and other public agencies throughout San Diego County. SC Fuels was awarded the City of San Diego contract for the last several years and has provided exceptional customer service to the City. Fleet Services has budgeted funds for this

purchase in Account No. 5111-653-715 for unleaded gasoline, and Account No. 5113-653-715 for diesel fuel, previously approved in the FY 2020/2021 budget.

This is an efficient and economical procurement for these supplies that on average saves the City between \$0.65 and \$0.85 per gallon from regular pump prices, as well as reduces the staff time to annually procure this contract. Local supplier prices are regularly checked for competitive prices, but the Cooperative Purchase Agreement rates provided by SC Fuels provide better economy.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joseph Goulart*, Director of Public Works  
6/17/20 4:58 p.m.

ATTACHMENTS:

1. Resolution No. 2020-80

RESOLUTION NO. 2020-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY COUNCIL TO APPROVE, ON BEHALF OF THE CITY, THE PURCHASE OF UNLEADED AND DIESEL FUEL FROM SC FUELS.

WHEREAS, the City of Escondido (the "City") desires to purchase automotive fuels for its vehicles; and

WHEREAS, sufficient funds for said purchase have been approved in the Fleet Services Fiscal Year 2020/2021 operating budget; and

WHEREAS, the City wishes to purchase automotive fuels from SC Fuels utilizing a cooperative purchase agreement with the City of San Diego; and

WHEREAS, in accordance with Escondido Municipal Code Chapter 10, Article 5, Section 10-90, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the state, county or any public or municipal agency; and

WHEREAS, the City of San Diego Purchasing Agreement with SC Fuels contains a Public Agency Clause with renewable extensions; and

WHEREAS, The City of San Diego facilitates this consortium; and

WHEREAS, most local government agencies within San Diego County participate in this consortium by providing their annual fuel throughput; and

WHEREAS, the Public Works Director recommends the approval of the purchase of fuels from SC Fuels, in the amount of \$900,000 for Unleaded Gasoline, and \$300,000 for Diesel fuel; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the purchase of automotive fuels from SC Fuels.

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 accepts the recommendation of the Assistant Public Works Director.
3. That the City Council is authorized to approve, on behalf of the City, the purchase of unleaded gasoline and diesel fuel from SC Fuels, utilizing the City of San Diego Purchasing Agreement.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 6**

**June 24, 2020**

**File No. 0470-35**

SUBJECT: Citywide Security Alarm System Monitoring and Maintenance Request for Proposal Award

DEPARTMENT: Public Works / Building Maintenance

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-76 to approve awarding the Citywide Security Alarm System Monitoring and Maintenance Request for Proposal (“RFP”) to Progressive Technology Security Systems Inc. deemed to be the lowest most responsive and responsible bidder in an amount not to exceed \$378,360.00 for the initial two-year term.

FISCAL ANALYSIS:

Sufficient funds were approved in the Fiscal Year 2021 Building Maintenance operating budget in Account No. 5131-650-450 for alarm system monitoring and maintenance.

BACKGROUND:

The Citywide Security Alarm System Monitoring and Maintenance RFP encompasses the alarm monitoring and maintenance for all City facilities. The RFP proposed a two-year base contract with three (3) one-year option periods with satisfactory performance.

Ten local vendors were notified of the RFP, three (3) vendors attended a mandatory bid walk, and on May 19, 2020, two (2) bids were received in response to the advertised alarm maintenance and monitoring RFP. The RFP results for the two-year base contract are listed below:

- |                             |              |
|-----------------------------|--------------|
| 1. Progressive Technologies | \$378,360.00 |
| 2. Standard Electronics     | \$475,764.00 |

Staff recommends that the bid submitted by Progressive Technology Security Systems Inc. be considered the lowest most responsive and responsible bidder, and to award the RFP in an amount not to exceed \$378,360.00.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joseph Goulart*, Director of Public Works  
6/17/20 4:58 p.m.

ATTACHMENTS:

1. Resolution No. 2020-76
2. Resolution No. 2020-76 - Exhibit “A” Citywide Security Alarm System PSA

RESOLUTION NO. 2020-76

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK, TO EXECUTE, ON BEHALF OF THE  
CITY, A PUBLIC SERVICES AGREEMENT  
WITH PROGRESSIVE TECHNOLOGY  
SECURITY SYSTEMS INC. FOR CITYWIDE  
ALARM SYSTEM MONITORING AND  
MAINTENANCE

WHEREAS, a citywide security alarm system monitoring and maintenance contract provides security for all City of Escondido ("City") facilities; and

WHEREAS, a notice of inviting bids for the two-year base contract for a Citywide Alarm System Monitoring and Maintenance ("Project") was duly published on April 9, 2020; and

WHEREAS, ten (10) local vendors were notified of the bid solicitation for the City Project; and

WHEREAS, three (3) vendors attended a mandatory bid walk for the City Project; and

WHEREAS, sealed bids for the City Project were received and evaluated on May 19, 2020; and

WHEREAS, two (2) vendors submitted sealed bids for the City Project; and

WHEREAS, Progressive Technology Security Systems Inc. was deemed to be the lowest most responsive and responsive bidder; and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to award this contract to Progressive Technology Security Systems Inc. in an amount not to exceed \$378,360.00 for the two-year base contract.

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 the City Clerk are authorized to execute, on behalf of the City, a Public Services Agreement with Progressive Technology Security Systems Inc. in a substantially similar form to that which is attached hereto as Exhibit "A", subject to final approval as to form by the City Attorney, and incorporated by this reference.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Michael D'Aquila  
760-839-4895  
("CITY")

And: PROGRESSIVE TECHNOLOGY  
759 West 4<sup>th</sup> Avenue  
Escondido CA 92025  
Attn: Phil Rusthoven  
800-577-2527  
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, in an amount not to exceed **\$378,360.00**. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by **June 30, 2022**. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.
  - a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
    - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
    - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
    - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
  - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:

- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
- b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
- c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S 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.

10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.

12. 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.

13. 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.
14. 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.
15. 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 state or federal courts located in San Diego County, California.
16. 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.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. 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.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of 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 Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of 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 comply with the Immigration Reform and Control Act of 1986. 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 be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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: \_\_\_\_\_

\_\_\_\_\_  
Paul McNamara  
Mayor

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

\_\_\_\_\_  
Zack Beck  
City Clerk

PROGRESSIVE TECHNOLOGY

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

\_\_\_\_\_  
(Contractor 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**

Progressive Technology ("Contractor") agrees and shall provide work to monitor, service, inspect, and test various security systems in various City-owned facilities for the City of Escondido ("City"). All work performed under this Agreement shall include the furnishing of all labor, materials, and equipment necessary to perform this Agreement.

The Contractor shall be a licensed contractor pursuant to the Business and Profession Code and shall be licensed in the following appropriate classification of Contractor's license, for the work bid upon, and must maintain the license throughout the duration of the Contract: **C-10** (Electrical).

### **B. LOCATION**

Various buildings within the City of Escondido as shown in Exhibit "1," which is attached hereto and incorporated by reference.

### **C. SERVICES**

Contractor shall provide services, as shown in Exhibit "1."

### **D. PERFORMANCE OF SERVICES**

#### **1. Hours of Operation**

Normal business hours, Monday – Friday 7:00 a.m. – 5:00 p.m.

Hours and scheduling may be arranged with proper notification and prior approval of the City of Escondido representative.

#### **2. Communication**

The contact for the City of Escondido is Michael D'Aquila and can be reached by phone (760-802-0400) and/or email [mdaquila@escondido.org](mailto:mdaquila@escondido.org).

#### **3. Work Completion**

The Contractor must complete all work described in this agreement by **June 30, 2022**.

### **E. ADJUSTMENT FOR CONTRACT PERIOD**

The City may desire to exercise an option to renew the contract for three (3) additional one (1) year periods under the terms and conditions herein stated beginning July 1, 2022 through June 30, 2025. Such renewal is contingent on a mutual agreement between the City and Contractor, such agreement to be confirmed one hundred twenty (120) days prior to the termination of the contract period. The Contractor shall within seven (7) calendar days indicate the percentage of increase and/or decrease for services to the City for the optional period providing that any increase to the City allowed shall not exceed the percentage increase stated below.

At that time, both parties may decline to confirm the renewal option of the contract and such declination would render the renewal option null and void.

If the Contractor accepts the option to renew, Contractor cannot exceed the maximum annual increase percentage for period 1, period 2, or period 3 as presented below.

Contractor stipulates that the cumulative total of all Optional Period 1 increases would not exceed 5 % of the prices in effect at the end of the initial contract.

Contractor stipulates that the cumulative total of all Optional Period 2 increases would not exceed 5 % of the prices in effect at the end of Optional Period 1.

Contractor stipulates that the cumulative total of all Optional Period 3 increases would not exceed 5 % of the prices in effect at the end of Optional Period 2.

**F. TERMINATION**

Either party may terminate this Agreement with thirty (30) days advance written notice.

Sites may be terminated at the discretion of the Director of Public Works, or his/her designee, in which case sites will be pro-rated in accordance with the monthly charges.

**G. RATES**

Prevailing Wages are required along with DIR registration.

**H. PAYMENT**

The total contract price is **\$378,360.00**. Payment for services shall be made on a monthly basis upon completion of all services, and shall be made within 30 days of receipt of invoice.

**I. CONTRACT DOCUMENTS AND OTHER PROVISIONS.**

All work shall be in accordance with the terms and conditions of the Public Service Agreement, and all modifications, addenda, and amendments thereto, as well as the documents included in the City's Notice of Invited Sealed Bid and Bid Documents as submitted by the Contractor.

**Exhibit "1"**  
**Project Specifications**

**1. Locations**

Contractor shall perform request services as the following locations:

<b>Site</b>	<b>Address</b>	<b>Zip Code</b>
California Center for the Arts Escondido (CCAIE)		
CCAIE-Central Plant	400 N. Escondido Blvd.	92025
CCAIE-Community Theatre	260 N. Escondido Blvd.	92025
CCAIE-Concert Hall	340 N. Escondido Blvd.	92025
CCAIE-Conference Center	220 N. Escondido Blvd.	92025
CCAIE-Museum	380 N. Escondido Blvd.	92025
City Hall	201 N. Broadway	92025
Council Chambers	201 N. Broadway	92025
Daley Ranch	3024 La Honda Dr.	92027
Don E. Anderson Building	120 Woodward Ave.	92025
East Valley Community Center (EVCC)	2245 E. Valley Pkwy.	92027
Fire Station #1	310 N. Quince	92025
Fire Station #2	421 N. Midway Dr.	92027
Fire Station #3	1808 N. Nutmeg St.	92026
Fire Station #6	1735 Del Dios Rd.	92029
Fire Station #7	1220 N. Ash St.	92027
Grape Day Park	321 N. Broadway	92025
Hale Avenue Resource Recovery Facility (HARRF)	1521 S. Hale Ave.	92029
Hubbard Hill	1225 Hubbard Ave.	92026
Kit Carson Park	3333 S. Bear Valley Pkwy.	92025
Library	239 S. Kalmia St.	92025
Library-Literacy Annex	200 S Broadway	92025
Mathes Center	247 S. Kalmia St.	92025
Oak Hill Activity Center	405 S. Midway Dr.	92027
Park Avenue Community Center (PACC)	210 E. Park Ave.	92025
Police & Fire Headquarters (PAFH)	1163 N. Centre City Pkwy.	92026
Public Works Yard	475 N. Spruce St.	92025
Records Storage	1045 W. Mission Ave.	92025
Ryan Park	390 N. Hidden Trails Rd.	92027
Visitor Center (PD Sub-station)	235 E. Grand Ave.	92025

## 2. Tasks

Contractor shall perform the following tasks:

A. 24/7 monitoring of security and fire alarms

In case of an activated alarm, Contractor's Central Station will dispatch the police or fire department, and then contact people on the call list to notify them of the alarm.

B. Repair or replace parts as needed

If any part of the system covered by the service contract breaks due to normal wear and tear, Contractor will repair or replace the broken item at no cost.

C. Inspect and test fire alarm systems

Fire alarm inspections and tests shall include a written report upon completion of each inspection/testing. In addition, the fire inspections at the CCAE will cover 100% of Waterflow Testing and 100% of all other Fire Alarm Devices.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 7**

**June 24, 2020**

**File No. 0480-70**

SUBJECT: San Diego County Cal-ID Grant

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that City Council authorize the Police Department to accept a San Diego County Cal-ID Grant from the County of San Diego Remote Access Network ("RAN"); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments (see Attachment 1) needed to spend grant funds.

FISCAL ANALYSIS:

The grant funds will be used to pay salary expenses for a Forensic Technician. This will have no impact on the General Fund Budget.

PREVIOUS ACTION:

On December 9, 2015, City Council approved a five-year, County of San Diego Cal-ID Grant. Grant funds covered salary and benefit expenses for one full-time Forensic Technician.

BACKGROUND:

The San Diego County Cal-ID RAN Board provides grant funding for full-time Forensic Technician positions within San Diego County. The Chula Vista Police Department received a five-year grant to cover costs for a full-time Forensic Technician. In the middle of its grant cycle, the Chula Vista Crime Laboratory no longer needed their Forensic Technician's services. The Escondido Police Department requested that the RAN Board transfer the Forensic Technician and related funding from Chula Vista to Escondido. The RAN Board generously approved this request.

RAN Board has authorized the use of Cal-ID revenue to fund a full-time Forensic Technician position devoted to latent print work in the City of Escondido Police Department Crime Laboratory. Funding will cover the cost of salary and benefits for a Forensic Technician through June 30, 2021. Grant funds are based on actual salary and benefit expenses. Funding is estimated at \$107,508.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police  
6/17/20 4:30 p.m.

ATTACHMENTS

1. Attachment 1 - Budget Adjustment



## CITY COUNCIL STAFF REPORT

**Consent Item No. 8**

**June 24, 2020**

**File No. 0600-10**

**SUBJECT:** Third Amendment to the Public Services Agreement for Right of Way Landscape Maintenance Services with Steven Smith Landscaping Inc.

**DEPARTMENT:** Public Works Department, Streets Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2020-85, authorizing the Mayor and City Clerk to execute a Third Amendment to the Public Services Agreement (“PSA”), exercising option period three (3) of the Right of Way (“ROW”) Landscape Maintenance Services Request for Proposal (“RFP”) No. 18-02, extending the Agreement through June 30, 2021.

**FISCAL ANALYSIS:**

Sufficient funds are available in the Street Maintenance and Operations operating budget for Fiscal Year 2021 for ROW Landscape Maintenance.

**PREVIOUS ACTION:**

On June 28, 2017, the City Council adopted Resolution No. 2017-89, awarding the ROW Landscape Maintenance Services RFP No. 18-02 to Steven Smith Landscaping Inc.

On August 22, 2018, the City Council adopted Resolution No. 2018-137, executing a First Amendment to the Public Services Agreement with Steven Smith Landscaping Inc. for ROW Landscape Maintenance Services.

On June 19, 2019, the City Council adopted Resolution No. 2019-86, executing a Second Amendment to the Public Services Agreement with Steven Smith Landscaping Inc. for ROW Landscape Maintenance Services.

**BACKGROUND:**

On May 5, 2017, requests for proposals for ROW Landscape Maintenance Services were mailed to fourteen (14) landscape contractors for the maintenance of seventy (70) City of Escondido (“City”) owned right of ways and medians. On June 28, 2017, the City Council adopted Resolution No. 2017-89, authorizing the Mayor and City Clerk to execute a Public Services Agreement with Steven Smith Landscaping for ROW Maintenance Services.

RFP No. 18-02 specifies an initial term for a one-year contract beginning July 1, 2017. With satisfactory performance and mutual agreement between the City and the awarded Contractor, the City may extend the Agreement for an additional four (4) one-year contract option periods. The City

will compensate the Contractor in an additional amount not to exceed \$275,338.80, pursuant to the conditions contained in RFP No. 18-02. All other terms and conditions of the original Agreement shall remain in full force and effect.

This contract is completely separate from the contracts and funding associated with City Landscape Maintenance Districts (“LMD”) as it applies specifically to publically owned and maintained areas with great benefit to the public. Outsourcing landscape maintenance has proven to be a cost effective means of providing this valuable public service.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joseph Goulart*, Director of Public Works  
6/17/20 4:58 p.m.

ATTACHMENTS:

1. Resolution No. 2020-85
2. Resolution No. 2020-85 – Exhibit A – Third Amendment to Public Services Agreement

RESOLUTION NO. 2020-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A THIRD AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC.

WHEREAS, on May 5, 2017, the Request for Proposal No. 18-02 (“RFP No. 18-02”) for Right of Way Landscape Maintenance Services was mailed to local contractors; and

WHEREAS, on June 28, 2017, the City Council adopted Resolution No. 2017-89, authorizing the Mayor and City Clerk to execute a Public Service Agreement (“Agreement”) with Steven Smith Landscaping Inc. for Right of Way Landscape Maintenance Services; and

WHEREAS, the City of Escondido (“City”) and Steven Smith Landscaping Inc. entered into an Agreement for a one-year contract ending June 30, 2018; and

WHEREAS, RFP No. 18-02 contained four (4) one-year optional contract periods following the initial one-year term; and

WHEREAS, on August 22, 2018, the City Council adopted Resolution No. 2018-137, executing a First Amendment to the Agreement for Option Period 1 to extend the contract term through June 30, 2019; and

WHEREAS, on June 19, 2019, the City Council adopted Resolution No. 2019-86, executing a Second Amendment to the Agreement for Option Period 2 to extend the contract term through June 30, 2020; and

WHEREAS, the City and Steven Smith Landscaping Inc. desire to exercise Option Period 3 by executing a Third Amendment to the Agreement to extend the contract term through June 30, 2021; and

WHEREAS, sufficient funds are available in the Streets Operation and Maintenance Budget for Right of Way Landscape Maintenance Services; and

WHEREAS, compensation for Option Period 3 shall not exceed \$275,338.80; and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to approve a Third Amendment to the Agreement to exercise Option Period 3.

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 Clerk are authorized to execute, on behalf of the City of Escondido, a Third Amendment to Public Services Agreement for the Right of Way Landscape Maintenance Services with Steven Smith Landscaping Inc., which is attached hereto as Exhibit "A" and incorporated by this reference.



**CITY OF ESCONDIDO**  
**THIRD AMENDMENT TO PUBLIC SERVICE AGREEMENT**

This "Amendment" is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Between:           CITY OF ESCONDIDO  
                      a municipal corporation  
                      201 N. Broadway  
                      Escondido, California 92025  
                      ("CITY")

And:                STEVEN SMITH LANDSCAPE INC.  
                      1916 Commercial St.  
                      Escondido, California 92029  
                      Attn: Steven P. Smith  
                      (760) 745-9916  
                      ("CONTRACTOR")

Witness that whereas:

- A.     CITY and CONTRACTOR entered into an agreement on July 1, 2017 ("Agreement"), wherein CITY retained CONTRACTOR to provide Landscape Maintenance Services at seventy (70) City owned Right of Ways and Medians;
  
- B.     The Request for Proposal for Right of Way Landscape Maintenance Services ("RFP No. 18-02") also contained four (4) one-year contract option periods;
  
- C.     CITY and CONTRACTOR desire to amend the Agreement to exercise the third option period to extend the original Agreement through June 30, 2021.

NOW THEREFORE, it is mutually agreed by and between CITY and CONTRACTOR as follows:

- 1.     The CONTRACTOR will furnish the services described in RFP No. 18-02.

- 2. CITY will compensate the CONTRACTOR in an additional amount not to exceed \$275,338.80, pursuant to the conditions contained in RFP No. 18-02.
  
- 3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
 Paul McNamara  
 Mayor

\_\_\_\_\_  
 Zachary Beck  
 City Clerk

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

Steven Smith Landscaping Inc.

\_\_\_\_\_  
 Steven P. Smith  
 President

APPROVED AS TO FORM:

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

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

## CITY COUNCIL STAFF REPORT

**Consent Item No. 9**

**June 24, 2020**

**File No. 0800-10**

SUBJECT: Final Map for Henry Ranch (Tract 920), located at 2355 East Lincoln Avenue

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council approve the Final Map for Henry Ranch, Escondido Tract 920, a 98-Lot Single Family Residential subdivision located at 2355 East Lincoln Avenue.

FISCAL ANALYSIS:

The developer in accordance with the adopted fee schedule pays the cost of review of the Final Map.

PREVIOUS ACTION:

The City Council approved this project on December 13, 2006, as Resolution No. 2006-244. The City Council subsequently approved a Development Agreement on July 11, 2007, and a First Amendment to the Development Agreement on October 26, 2016. This Final Map is in substantial conformance with the approved Tentative Map, and subject to the Conditions of Approval.

BACKGROUND:

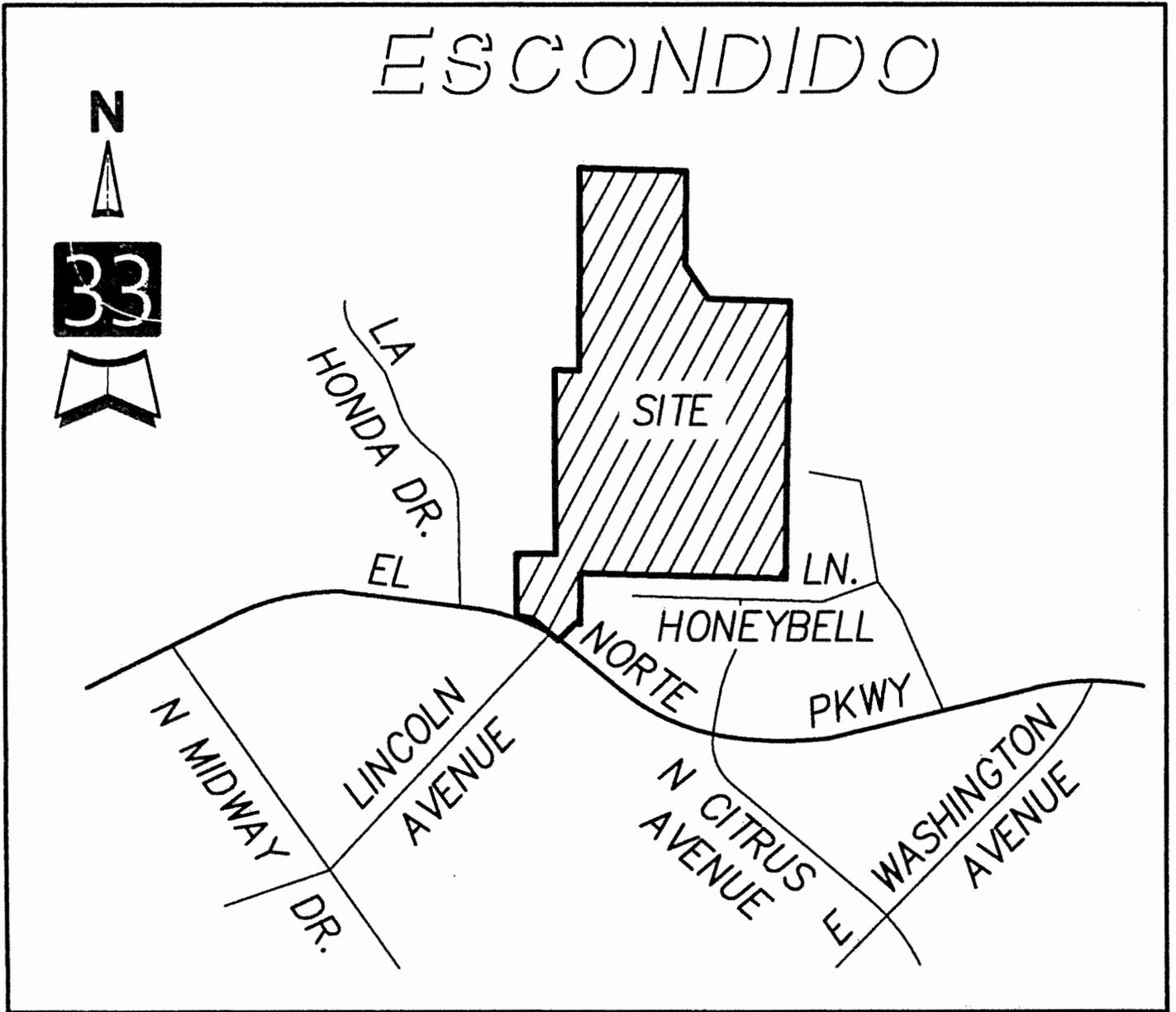
The Final Map for Tract 920, located as shown on Attachment A, includes 98 single-family residential lots. In accordance with the approved Development Agreement, this project will construct storm drain on El Norte Parkway and Nightingale Place, and street improvements on East Lincoln Avenue. Staff has examined this Final Map and found it to be mathematically correct and in substantial conformance to the approved Tentative Map and subject to the conditions of approval. This Final Map conforms to the provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval. The Planning Department has also reviewed and approved this Final Map.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
6/17/20 4:58 p.m.

ATTACHMENTS:

1. Attachment A – Vicinity Map



VICINITY MAP  
NOT TO SCALE

## CITY COUNCIL STAFF REPORT

**Consent Item No. 10**

**June 24, 2020**

**File No. 0650-10**

SUBJECT: Special Election for the Unscheduled Vacancy of District 2 Council Member and General Municipal Election – November 3, 2020

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolutions calling for and holding a General Municipal Election and Special Election, and requesting consolidation with the November 3, 2020, Statewide General Election.

1. Adopt Resolution No. 2020-67, calling for and giving notice of a General Municipal Election and Special Election on November 3, 2020, for the following elective offices:
  - a. One (1) City Council Member with a four-year term to represent District Three;
  - b. One (1) City Council Member with a four-year term to represent District Four;
  - c. One (1) Treasurer with a four-year term to be elected at-large; and
  - d. One (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 8, 2022.
2. Adopt Resolution No. 2020-68 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

FISCAL ANALYSIS:

\$380,000 has been allocated in the 2020-21 General Fund Non-Departmental budget for this election.

BACKGROUND:

The Escondido Municipal Code Section 2-29 requires the City's General Municipal Election to be held on the same day as the Statewide General Election, which is November 3, 2020. The Resolutions presented give notice of the upcoming Municipal Election. The Resolutions must be filed with the Registrar of Voters no later than August 7, 2020.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Zachary Beck*, City Clerk  
6/18/20 9:05 a.m.

ATTACHMENTS:

1. Resolution No. 2020-67
2. Resolution No. 2020-68

RESOLUTION NO. 2020-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS, AND THE HOLDING OF A SPECIAL ELECTION FOR AN UNEXPIRED TERM OF A MEMBER OF THE CITY COUNCIL FOR DISTRICT TWO AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2020, for the election of Municipal Officers; and a Special Election shall be held on November 3, 2020, for the unexpired term of a member of the City Council for District 2; and

WHEREAS, a vacancy in the office of member of the City Council was created by the passing of John Mason on March 10, 2020; and

WHEREAS, the term of office in which the vacancy occurs ends November 8, 2022; and

WHEREAS, the City Council of the City of Escondido, California, has adopted Ordinance No. 2013-17, amending the Escondido Municipal Code to provide that the four members of the City Council shall be elected by district, with two such districts to be on the 2020 ballot. The Mayor and all City measures shall be voted on by the City at-large.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, including the requirements of Section 10403 of the Elections Code and Section 34883 of the Government Code, there is called and ordered to be held in the City of Escondido, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing one (1) Member of the City Council to be nominated and elected by voters in District Three for the full term of four (4) years; one (1) Member of the City Council to be nominated and elected by voters in District Four for the full term of four (4) years; one (1) Treasurer for the full term of four (4) years to be elected at-large; and one (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 10, 2022.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section

10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

RESOLUTION NO. 2020-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Escondido called a General Municipal Election to be held on November 3, 2020, for the purpose of the election of one Member of the City Council to be nominated and elected by voters of District Three, one Member of the City Council to be nominated and elected by voters of District Four, and one Treasurer to be elected at-large; and one (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 8, 2022; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of San Diego canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code and Section 34883 of the Government Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of the election of one (1) Member of the City Council to be nominated and elected by registered voters of District Three; one (1) Member of the City Council to be nominated and elected by registered voters of District Four; one (1) Treasurer to be elected at-large; and one (1) Member of the City Council to be nominated and elected by voters in District Two for the remainder of a four-year-term through November 10, 2022, by registered voters in the City of Escondido.

SECTION 2. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election in accordance with California Election Code Section 10418.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Escondido recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Elections Department of the County of San Diego.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 11**

**June 24, 2020**

**File No. 0600-10**

SUBJECT: First Amendment to Lease Agreement with Dave McMahon Construction, Inc. for Property Located at 525 North Quince Street

DEPARTMENT: Engineering Services Department; Real Property

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-79 authorizing the Mayor to execute a First Amendment to Lease Agreement with McMahon Construction for property located at 525 North Quince Street.

FISCAL ANALYSIS:

Rent revenue of \$33,420 per year will be deposited into the City of Escondido's ("City") General Fund.

PREVIOUS ACTION:

The City Council approved the original Lease Agreement with Dave McMahon Construction, Inc. per Resolution No. 2017-108 on July 19, 2017.

BACKGROUND:

The former structure on this site was razed in 2013 in an effort to eliminate blight and enhance efforts to discourage trespassing and other illegal activities. The City owns two (2) adjacent properties that have been considered for comprehensive redevelopment. The City leased the site to Dave McMahon Construction, Inc. for storage of construction equipment and materials, as an interim use, until comprehensive redevelopment of the area can be completed.

The City Council approved the Lease ("Lease") Agreement on November 20, 2013 ("Original Lease"), which contained an option to extend the term until August 11, 2017. A second lease was approved by the City Council on July 19, 2017 ("Attachment 1") and is set to expire on August 11, 2020. The proposed amendment will extend the lease until July 31, 2021, and may be renewed for two (2) additional annual periods. The Lease is subject to early termination by either party with a 60-day written notice. The new Lease rate will be increased by five-percent to \$2,785 per year and will be increased by three-percent annually. This Lease is within the general market rate, given the short term and early termination included language.

McMahon Construction First Amendment to Lease Agreement  
June 24, 2020  
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
6/17/20 4:35 p.m.

ATTACHMENTS:

1. Attachment 1 - 2017 Lease Agreement with McMahon Construction, Inc.
2. Resolution No. 2020-79
3. Resolution No. 2020-79 Exhibit A – First Amendment to Lease Agreement



525 N. Quince Street

---

Lessee: Dave McMahon Construction, Inc.

Term: 1 Year

Address: 525 N. Quince, Escondido, CA 92025

Date: \_\_\_\_\_, 2017



Dave McMahon Construction, Inc.  
525 N. Quince Street

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Dave McMahon Construction, Inc.  
525 N. Quince Street

## CITY OF ESCONDIDO LEASE AGREEMENT

This Lease is made as of Sept 20 2017 between the **City** and Dave McMahon Construction, Inc.

### Section 1 Definition of Terms

The following words in this Lease shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **Lease.** Lease means this lease agreement.
- 1.3 **Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Agent or, upon written notice to Lessee, such other person as shall be designated from time to time by City.
- 1.4 **Lessee.** Lessee means Dave McMahon Construction, Inc., and does not include its heirs, assigns, or successors-in-interest.
- 1.5 **Party.** Lessee or City may be referred to individually as Party or collectively as Parties.
- 1.6 **Premises.** Premises means the real property commonly known and located at 525 N Quince Street, Escondido, CA 92025, as depicted on **EXHIBIT A.**

### Section 2 Administration

This Lease will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido  
Attn: Real Property Manager  
201 North Broadway  
Escondido, CA 92025

And on behalf of Lessee by Dave McMahon, whose address is:

Dave McMahon Construction Inc.  
540 N. Spruce St.  
Escondido, CA 92025  
619-491-9355  
Attn: Jeff Pease



**Section 3 Term**

- 3.1 The term of this Lease shall be one year, commencing on August 12, 2017.
- 3.2 Hold Over. The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, on a month to month basis. The City shall have the right to terminate the month to month tenancy without cause and for any reason by giving 30 days prior notice to Lessee.

**Section 4 Termination of Lease**

- 4.1 City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 60 days' written notice.
- 4.2 Default. If the City discovers at any time that the Lessee has violated any provision of this Lease, City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

**Section 5 Options to Renew**

- 5.1 At the end of the Term, this Lease may be renewed for two additional annual periods, upon mutual written agreement by the City and Lessee.

**Section 6 Vacation of Premises**

- 6.1 Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to City in the same condition as Lessee found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.
- 6.2 Upon such termination, Lessee shall immediately:
  - A. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
  - B. Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the City.



Dave McMahon Construction, Inc.  
525 N. Quince Street

## **Section 7 Rent**

- 7.1 Rental Rate. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to City **\$2,652.25** per month on or prior to the first day of each month. Rent payments will commence on August 12, 2017.
- 7.2 Hold Over Rental Rate. The rent payments for any hold over will be equal to the previous year's Rental Rate plus ten percent (10%).

## **Section 8 Security Deposit**

CITY is in possession of a \$2,575.00 security deposit, which was received by CITY in November 2013. No additional security deposit shall be required under this Agreement

## **Section 9 Late Payment**

Rent payments received after the fifth day of any month will be charged an additional 20% late payment fee.

## **Section 10 Utilities Payments**

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services.

## **Section 11 Taxes, Assessments and Fees**

- 11.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.
- 11.2 Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

## **Section 12 Acceptance and Maintenance**

- 12.1 Lessee hereby acknowledges that Lessee has inspected the Premises and



Dave McMahon Construction, Inc.  
525 N. Quince Street

Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises. Pursuant to the noticing requirements of California Civil Code Section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist.

- 12.2 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code.
- 12.3 In the event Lessee fails to properly maintain the premises as required by City, City may notify Lessee in writing of said failure. In the event Lessee fails to perform said maintenance within 30 days after such notice by City, City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by Lessee to City within 10 days from receipt by Lessee of an invoice from City.

### **Section 13 Alterations**

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

### **Section 14 Use**

Lessee agrees to use the Premises for storage of construction equipment and materials. Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits required by the City of Escondido. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.



## **Section 15 Occupancy, Assignment and Subletting**

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other Party, at any time, including a transferee of a controlling interest in Lessee without written consent from the Lease Administrator.

## **Section 16 Conduct**

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

## **Section 17 Pets**

No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.

## **Section 18 Notices**

Any notice required or permitted to be given by this Lease must either be personally served on the other Party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either Party's address must also be immediately served in the manner described above.

## **Section 19 Right of Inspection**

City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

## **Section 20 Insurance**

- 20.1 Lessee must have insurance in the following amounts at all times during this Lease:
- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
  - B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
  - C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.



Dave McMahon Construction, Inc.  
525 N. Quince Street

- D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- 20.2 Each insurance policy required above must be acceptable to the City Attorney:
- A. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
  - B. Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 20.3 Lessee agrees to deposit with City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. Lessee will also deposit with the City within 60 days of the Effective Date of this Lease, an additional insured endorsement naming City specifically and separately as an "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described above shall follow within 60 days.
- 20.4 City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with City within 60 days of receipt of such notice a new Certificate of Insurance



for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.

- 20.5 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.

### **Section 21 Indemnification**

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which City, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by City on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

### **Section 22 Attorney's Fees, Costs and Expenses**

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

### **Section 23 Non-Discrimination**

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.



Dave McMahon Construction, Inc.  
525 N. Quince Street

## **Section 24 Supersedure**

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

## **Section 25 Hazardous and/or Contaminated Soil and Material**

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall notify City. Within thirty (30) days after written notice to City or from City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole expense, such actions as may be necessary to comply with environmental requirements.

## **Section 26 Law to Govern; Venue**

This Lease is governed by the laws of the State of California. Venue for all actions arising from this Lease must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

## **Section 27 Special Provisions**

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

## **Section 28 Compliance with Federal, State, and Local Laws**

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

## **Section 29 Amendment**

This Lease may not be amended, modified, or supplemented except by a writing executed both Parties.

## **Section 30 Waiver**

No waiver by a Party of any provision of this Lease shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Lease or provided by law shall

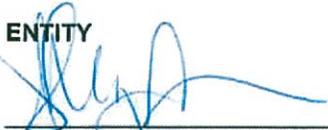


Dave McMahon Construction, Inc.  
525 N. Quince Street

not prevent the exercise by that Party of any other remedy provided in this Lease or under the law.

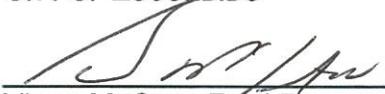
IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Lease as of the date set forth below.

Date: 9/20/2017

ENTITY  
  
Signature

Ashley Collins / Office Manager  
Name, Title

Date: 10-18-17

CITY OF ESCONDIDO  
  
Vince McCaw, Real Property Manager

Date: 10-19-17

  
Diane Halverson, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCQUINNESS, Interim City Attorney

By: 

Exhibit A



RESOLUTION NO. 2020-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH DAVE MCMAHON CONSTRUCTION, INC.

WHEREAS, the City of Escondido and Dave McMahon Construction, Inc. (“Lessee”) entered into a lease agreement dated October 19, 2017, for interim use of 525 North Quince Street as construction materials and equipment storage (“Original Lease”); and

WHEREAS, the Original Lease will expire on August 11, 2017; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a First Amendment to the Lease Agreement.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a First Amendment to the Lease Agreement with Dave McMahon Construction, Inc., which is attached hereto as Exhibit “A” and incorporated by this reference.

## FIRST AMENDMENT TO LEASE AGREEMENT

**(525 North Quince Street)**

This First Amendment to Lease Agreement ("First Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the City of Escondido, a California municipal corporation ("City"), and Dave McMahon Construction, Inc. ("Lessee"). (The City and Lessee are collectively referred to herein as the "Parties.")

### WHEREAS:

- A. The City and Lessee entered into a lease agreement dated September 20, 2017, ("Lease") for the lease of certain real property owned by the City located at 525 North Quince Street, Escondido, California 92025, for the storage of construction materials and equipment; and
- B. Section 5.1 of the Lease allows for two renewals of the Lease, each renewal for an additional one-year term; and
- C. Section 7.1 of the Lease indicates a monthly rate of \$2,652.25; and
- D. The City and Lessee desire to amend the Lease to extend the term of the lease to July 31, 2021, and increase the lease rate to \$2,785.00, which shall be increased by 3% annually.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein and in the Lease, it is mutually agreed by and between the Parties that the Lease shall be amended, modified, and supplemented, as follows:

- 1. Pursuant to Section 5.1 of the Lease, the Term of the Lease is hereby renewed for one year commencing on August 1, 2020, and expiring on July 31, 2021. At the end of the Term, this Lease may be renewed for two additional annual periods, upon mutual written agreement by the City and Lessee.
- 2. Pursuant to Section 7.1 of the Lease, the Rental Rate is hereby increased to \$2,785 per month. Rent shall be increased by 3% annually, if the Lease is renewed pursuant to Section 1 of this First Amendment.
- 3. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.
- 4. This First Amendment, and the Lease, together with any attachments thereto, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

**CITY OF ESCONDIDO**

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

By: \_\_\_\_\_  
Paul McNamara, Mayor

**DAVE MCMAHON CONSTRUCTION, INC.**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name & Title)

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

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name & Title)

Approved as to Form:

Office of the City Attorney  
Michael McGuinness, City Attorney

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

## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 12**

**June 24, 2020**

**File No. 0750-10**

**SUBJECT:** Approval to Amend Fiscal Year 2019-2020 Annual Action Plan (Second Amendment)

**DEPARTMENT:** Community Development Department/Housing & Neighborhood Services

**RECOMMENDATION:**

Adopt Resolution No. 2020-90 which will amend the FY 2019-2020 Annual Action Plan and permit use of the funding. It is also requested that the City Council approve the budget adjustment (see Attachment 1) to accept the funding.

**FISCAL ANALYSIS:**

On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency. The Act included \$5 billion for the Community Development Block Grant ("CDBG-CV") program and \$4 billion for the Emergency Solutions Grant ("ESG-CV") program to "prevent, prepare for and respond to the coronavirus pandemic ("COVID-19")."

From these two funding sources, the City of Escondido received \$1,070,024 in CDBG-CV and \$552,803 in ESG-CV funds. In order to use these funds, the City must amend to the FY 2019-20 Annual Action Plan.

**PREVIOUS ACTION:**

The City's Five Year Consolidated Plan was adopted in 2015 and was amended in 2017 to include the ESG funds. The Plan established priorities for the use of these federal funds over the five-year period, ending June 30, 2020. Funds must be used, to benefit low-income residents and neighborhoods in the City of Escondido.

On May 20, 2020, the City Council amended the City's Citizen Participation Plan and confirmed policy priorities for both CDBG-CV and ESG-CV funding. Staff recommended, and Council agreed to reaffirm existing priorities in the Consolidated Plan and to work with current subrecipients to allocate additional funds as efficiently as possible.

**BACKGROUND:**

The Department of Housing and Urban Development ("HUD") requires a formal Action Plan Amendment when substantial changes are made to the existing plan. Substantial amendments include an addition, modification, or elimination of a Consolidated Plan goal; an addition of a new

activity not previously identified in the Annual Plan; or a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000. According to the City's Citizen Participation Plan for HUD funds, substantial changes must be authorized by the City Council and must be made available on the City's website and through public notices in the newspaper. This substantial amendment accepts approximately \$1.5 million of new federal funding and creates three new programs and expands three existing programs (see Attachment 2: Draft Second Substantial Amendment to the FY 2019-2020 Annual Action Plan).

### CDBG- CV Funding

HUD will allocate \$5 billion of CDBG-CV funds in three phases. The current action only involves the first phase, in which the City receives \$1,070,024 through the standard CDBG allocation formula. A second phase of funding will be only to states and insular area governments and the City will not receive funds. HUD will make a \$1.99 billion of Round 3 CDBG-CV funds on a rolling basis based on criteria to be determined by the HUD Secretary, and it is unknown if the City will receive any Round 3 funds.

Activities funded with CDBG-CV funds must be consistent with a jurisdiction's Consolidated Plan, must benefit low- and moderate-income persons, and must prevent, prepare for and respond to COVID-19. Funds may be used to reimburse allowable costs incurred by the City before the award of funding.

**\$89,780 for Legal Aid Society of San Diego** ("LASSD") currently acts as the City's Fair Housing provider, and also provides low-income clients with free civil legal advice and counsel, referrals, and legal representation. Legal Aid has reported a marked increase in contacts due to COVID-19, from people with questions about local eviction moratoriums and other landlord-tenant issues. LASSD understands that both landlords and tenants have been affected by this pandemic and proposes working to minimize the economic harms caused by Covid19. LASSD anticipates a large backlog of eviction cases once the courts fully open and there is incentive for both landlords and tenants to work together to ensure some level of stability and prevention of a large number of evictions and foreclosures. . The recommended funding will allow Legal Aid to produce and distribute educational and outreach materials responding to the COVID evictions, and to hire and train a new senior attorney, and conduct investigations to provide eligible Escondido residents with legal assistance, representation and/or mediation with the goal of preventing evictions

**\$16,835 for Meals on Wheels of San Diego County.** Meals on Wheels mission is to support the independence and well-being of seniors. Meals on Wheels is part of the community safety net serving older adults in their homes with care services that include the delivery of up to two fresh meals a day accompanied by daily in-home social visits, safety checks, and care navigation support with referrals to other social service providers, if necessary. The service population includes older adults 62+ who are homebound and need services in response to COVID-19. In March, Meals on Wheels introduced a free program for low-income clients that need services due to COVID-19; 15 Escondido residents

signed up for the program. The County of San Diego's Title III Nutrition Contract initially funded this program. These funds will soon be exhausted and Meals on Wheels has requested \$16,835 in CDBG-CV to continue these free services to 15 clients in Escondido for an estimated 12 weeks expiring generally around October 2020.

\$205,000 to continue and serve an additional 60 residents in the **Senior Nutrition Program**. The City offers a congregate setting nutrition program at the Park Avenue Community Center. In accordance with County health directives, the Senior Nutrition Program closed to the public. City staff retooled the program in order to continue to serve seniors dependent upon the program. Meals were packaged for pick up or home delivery, depending on the mobility of the participant. Costs between April 2020 and December 2020 are expected to be \$120,000 above normal budget due to increased costs of the meals, delivery supplies and labor. Additionally, the waitlist for the program has grown considerably; serving an additional 60 people per day between July 2020 and December 2020 will cost an additional \$85,000. Staff recommends allocating \$205,000 to the Senior Nutrition Program to continue and expand the program through December 31, 2020.

**\$80,000 for Neighborhood Improvement Projects**, which are a cornerstone of the CDBG budget. Staff recommends reserving \$80,000 to support Neighborhood Improvements projects, which help to prevent, adapt to and recover from COVID-19. Immediately, these funds will be used as match for the SANDAG Shared Street Pilot Program project approved by City Council on June 10 to support the temporary closure of Grand Avenue to allow businesses increased customer capacity while ensuring social distancing. Remaining funds will allow the City to act nimbly when neighborhood and business opportunities emerge.

\$678,409 for the extension of the City's Homeless Emergency Aid Program ("HEAP") grant-funded **Escondido Homeless Case Management** program. The City contracts with the service provider, currently Interfaith Community Services ("Interfaith"), to hire a social worker, working with the non-profit's resources, who conducts outreach in Escondido and coordinates with the City's Community Oriented Policing and Problem Solving ("COPPS") unit. The program is concluding its first year and the Regional Taskforce for the Homeless has confirmed extension for a second year. After the second year, however, there can be no other extensions. CDBG funds must be spent within seven years of receiving those funds, and have a 15 percent cap on public services spending, which has been less than \$275,000 per year in recent years. The CDBG-CV, however, have waived the public services cap. Staff recommends allocating \$678,410 in CDBG-CV funds to fund the Escondido Homeless Case Management program. It is anticipated that this will allow the program to continue for up to four years.

### ESG-CV Funding

HUD allocated \$4 billion of ESG-CV funds in two phases. The City will receive \$552,803 through the standard ESG allocation formula in the first round of funding, currently under consideration.

Since the last staff presentation to the City Council, HUD announced \$2.96 billion Round 2 allocations and the City has been informed that it will receive \$3,934,624. The Round 2 formula includes

variables that quantify the population currently experiencing and at risk of homelessness, including: jurisdictions’ total homeless population, unsheltered homeless population, total Very Low Income (“VLI”) renters, and VLI Renters that are overcrowded or without a kitchen or plumbing. These variables were further weighted to adjust for fair market rents. Activities funded with ESG-CV funds must be consistent with a jurisdiction’s Con Plan, must assist individuals and families who are homeless or at risk of homelessness, and must prevent, prepare for and respond to COVID-19. Staff is working to identify ways in which Round 2 funds may be able to make permanent, systemic change in the community.

With respect to Round 1 funding, staff believes that there could be a large increase in street homelessness occurring when programs such as the County’s Hotel Program expire, or eviction moratorium due to inability to pay rent become infeasible. Staff recommends using Round 1 funds for

**Homeless Prevention and Rapid ReHousing programs.**

Interfaith is currently a recipient of ESG funds to provide homeless prevention services. In addition to rental assistance, Interfaith provides the necessary supportive services to strengthen housing stabilization, such as employment services and case management, and other individualized services as needed. These funds must be reserved for Escondido households who do not have income higher than HUD’s Very Low-Income Limit (50 percent of the Area Medium Income), have been effected by COVID-19, and meet the criteria of “at risk of homelessness” definition. Interfaith has been active in County’s Hotel program to offer homeless individuals living without shelter a motel room during the pandemic. Unless there is advanced planning, however, many of these individuals could be forced to live on the streets or return to congregate care before the increased risk of infection is over. Rapid ReHousing effort will help individuals to find permanent housing through rental assistance and continued case management. In addition, the City is assured of the efficient, knowledgeable expenditure of these funds by utilizing Interfaith as the front line provider.

**Programs Recommended for Round 1 HUD CARES Funding**

Legal Aid Society, San Diego	CDBG-CV	\$89,780
Meals on Wheels of San Diego County	CDBG-CV	\$16,835
City of Escondido Senior Nutrition Program	CDBG-CV	\$205,000
Neighborhood Improvement Projects	CDBG-CV	\$80,000
Escondido Homeless Case Management	CDBG-CV	\$678,409
Interfaith Community Services Homelessness Prevention and Rapid Rehousing	ESG-CV	\$552,803

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Karen Youel*, Housing & Neighborhood Services Manager  
6/18/20 8:16 a.m.

*Mike Strong*, Director of Community Development  
6/18/20 10:46 a.m.

ATTACHMENTS:

1. Attachment 1 Budget Adjustment
2. Attachment 2 Draft Second Substantial Amendment to the FY 2019-2020 Annual Action Plan
3. Resolution No. 2020-90
4. Resolution No. 2020-90 Exhibit A (CDBG-CV Budget)
5. Resolution No. 2020-90 Exhibit B (ESG-CV Budget)



**CITY OF ESCONDIDO  
BUDGET ADJUSTMENT REQUEST**

Date of Request: 6/24/2020  
 Department: Community Development  
 Division: Housing and Neighborhood Services  
 Project/Budget Manager: Karen Youel 4518  
 Name Extension  
 Council Date (if applicable): 6/24/2020  
 (attach copy of staff report)

For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
CDBG-CV	4128-115	\$1,070,024	
Legal Aid Society CV	3CV259	\$89,780	
Meals on Wheels CV	3CV379	\$16,835	
Senior Nutrition Program CV	3CV489	\$205,000	
Neighborhood Improvements CV	3CV359	\$80,000	
Esc Homeless Case Mgmt CV	3CV439	\$678,409	
ESG-CV	401-4128-401	\$552,803	
Interfaith HP/RRH CV	ESGCV1	\$552,803	

Explanation of Request:

Budget Adjustment to accept new CDBG-CV and ESG-CV grant funds and allocate funds to projects.

**APPROVALS**

<u>MMS</u>	<u>6/17/20</u>	_____	_____
Department Head	Date	City Manager	Date
<u>[Signature]</u>	<u>6/17/20</u>	_____	_____
Finance	Date	City Clerk	Date

Distribution (after approval):

Original: Finance



On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency, including \$5 billion to HUD for the Community Development Block Grant (“CDBG-CV”) program and \$4 billion for the Emergency Solutions Grant (“ESG-CV”) program to “prevent, prepare for and respond to the coronavirus pandemic (“COVID-19”).” On April 2, 2020, HUD allocated \$1,070,024 in CDBG-CV and \$552,803 in ESG-CV funds to the City of Escondido. This substantial amendment accepts approximately \$1.5 million of new federal funding, creates three new programs, and expands three existing programs to prevent, prepare for and respond to the coronavirus pandemic (“COVID-19”).

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

As a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD), the City of Escondido is required to prepare and submit a Consolidated Plan every five years. The City’s current Consolidated Plan was approved in 2015 and amended in 2016. It covers the five-year period from 2015 through 2019 and applies to the following three federal grant programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Grant (HOME)

## ATTACHMENT 2

- Emergency Solutions Grant (ESG)

The Consolidated Plan is a document developed through a collaborative process whereby Escondido stakeholders have helped identify community improvement needs and priorities to address federal grant funds and other available resources. To ensure the maximum participation of the community's residents and to comply with the City's HUD approved Citizen Participation Plan the City implemented an extensive process that included surveys, community meetings, and public hearings. Through this process, the residents of Escondido participated in a multitude of opportunities to shape the priorities and strategies of the Consolidated Plan and the Substantial Amendment to the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2019-2020 (the fifth year of the Consolidated Planning period) includes activities the City will undertake to address its priority needs and objectives as outlined in the 2015-2019 Amended Five Year Consolidated Plan. These activities will be undertaken with the FY 19-20 CDBG, HOME, and ESG program funds. The amounts are \$1,824,482, \$596,821 and \$152,010 respectively. All activities proposed for FY 2019-2020 meet one of the following three national objectives:

- Activities which benefit low and moderate income persons;
- Activities which aid in the prevention or elimination of slums or blight; and
- Activities that are designated as having a particular urgency.

## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The city has extensive housing and community development needs, and CDBG, HOME and ESG funds are not sufficient to address all the needs of the city. The City will use CDBG, HOME and ESG funds, in conjunction with other funding as it becomes available, to coordinate projects and services to meet the objectives of all programs. The identified needs are increasing homeownership opportunities; conserving the supply of existing owner housing; expanding the stock of affordable rental housing; increasing the length of stay in rental housing; providing youth educational and recreational programs; increasing livability of neighborhoods; assisting homeless persons, supporting senior services, economic development, and implementing ADA improvements where feasible.

The associated goals and priorities identified include:

**CDBG Priority:** Youth **Goal:** Providing educational and recreational programs

## ATTACHMENT 2

**CDBG Priority:** Neighborhood revitalization **Goal:** Improve the livability of neighborhoods

**CDBG Priority:** Homeless services **Goal:** Support homeless shelter and other services when feasible

**CDBG Priority:** ADA improvements **Goal:** Incorporate ADA assessable features in all CDBG public improvement projects and address public facility needs as they are identified

**CDBG Priority:** Economic Development **Goal:** Support adult education and training

**CDBG Priority:** Senior Assistance **Goal:** Support Senior Services

**HOME Priority:** Increasing homeownership opportunities. **Goal:** Increase number of homeowners

**HOME Priority:** Conserving the supply of existing owner housing. **Goal:** Assist with rehabilitation of existing units.

**HOME priority:** Expanding the stock of affordable rental housing. **Goal:** Provide additional affordable rental units.

**HOME priority:** Increasing the length of stay in rental housing. **Goal:** Assist quality affordable rental units.

**ESG Priority:** Engagement of homeless persons including homeless prevention, rapid rehousing, emergency shelter, and homeless youth. **Goal:** *Housing relocation and stabilization services.*

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

As the fourth year of the Consolidated Plan period (2015-2019) draws to an end, the City of Escondido anticipates meeting most of the housing-related goals established for increasing homeownership opportunities, expanding the stock of rental housing, conserving the supply of existing owner housing, and increasing the stay in rental housing. For the Consolidated Plan period the City projected that we would assist 180 persons with rental assistance. 122 were assisted in the first three years of the plan. We estimated that we would assist 11 homeowners with new housing during the Plan period and we assisted all 11 in the first three years. We estimated that we would assist 5 first-time homebuyers with downpayment assistance and assisted 4 in the first three years. We projected that we would construct 23 affordable rental units and rehabilitate 53 affordable rental unit in five years. In the first three years we constructed 32 new units (using redevelopment funds) and rehabilitated 58 rental units (43 using

## ATTACHMENT 2

HOME funds). Lastly, we estimated that we would assist 45 homeowners with rehabilitation, when we actually assisted four in the first three years using state grant funds.

The City anticipates meeting the goals established for providing educational and recreational activities, improving the livability of neighborhoods, supporting adult education and training, and supporting senior services. The city has increased support of homeless services using both federal and local funds, and anticipates meeting established goals. The City plans to diligently continue working towards meeting or exceeding its Five Year Consolidated Plan goals of providing affordable housing, public service activities, and neighborhood revitalization projects to lower income residents.

The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) have provided many details about the innovations, projects and programs completed by the City over the past several years (documents may be viewed and/or downloaded from the City's website).

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Escondido follows the Citizen Participation Plan included as part of the 2015-2019 Consolidated Plan, and amended in 2017. Community based organizations and residents were notified of the meetings and were encouraged to participate in the development/review of the FY 2019-2020 One Year Action Plan. Two public hearings were held, one on March 20, 2019, to discuss priorities and the allocation process, and the other on May 22, 2019, to discuss specific programs. Additional community meetings were held on March 7 and April 25. Notices were published in English and Spanish two weeks in advance of the hearings and the Draft Action Plan was available for public review and comment for a 30 day period prior to the second meeting. A community meeting was held on October 24, 2019 and a public hearing was held on December 18, 2019 to discuss the amendment to the Action Plan. Notices were published in English and Spanish two weeks in advance of the hearings and the Draft Action Plan Amendment was available for public review and comment for a 30 day period prior to the December 18 meeting.

HUD announced waivers to provide additional flexibility to communities to prevent the spread of COVID-19 and better assist individuals and families, including those experiencing homelessness, infected with the virus, or economically impacted by the virus. On May 20, 2020, City Council discussed amending the Citizen Participation Plan to use the flexibilities of Waivers 8 & 9 – to reduce the public comment period and to allow for virtual public meetings.

#### **5. Summary of public comments**

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This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were 12 attendees at the Community Meeting held on March 7, 2019. Comments included wanting additional pocket parks in residential areas and addressing homelessness/public health throughout the City. Residents also spoke in favor of infrastructure improvements. There were 20 attendees at the community meeting held on April 25, 2019.

At the first public hearing held on March 20, 2019, there were no speakers from the public. At the second public hearing, held on May 22, 2019 and continued on June 5, 2019, there were several speakers related to the proposed CDBG/ESG allocation, including a representative from each of the outside services proposed to be funded (excluding the Legal Aid Society of San Diego). The speakers discussed the benefits of the requests and none of the speakers objected to the City's allocation plan or process.

No public comments were received during the 2019-2020 Action Plan process relating to the HOME program or the HOME allocation.

Twenty-two people attended the Community meeting held on October 22, 2019. Attendees affirmed that they wanted the Old Escondido Street Sign Replacement Project to go forward and the Ballfield Light LED Retrofit Program to be completed with additional funds. At the public hearing held on December 18, 2019, there were no speakers from the public. No public comments were received during the 2019-2020 Action Plan Amendment review period.

A public hearing was held on May 20, 2020 to reaffirm Con Plan priorities for the allocation of CDBG-CV and ESG-CV funds. Additionally discussed was using HUD Waiver 8 (Consolidated Planning Requirements – HOME, CDBG, and ESG Programs – Citizen Participation Public Comment Period for Consolidated Plan Amendment) and HUD Waiver 9 (Consolidated Planning Requirements – HOME, CDBG, and ESG Programs – Citizen Participation Reasonable Notice and Opportunity to Comment). No public comments were received. City Council discussed how to balance the public's right to review and comment on plans and the need to efficiently allocate funds to meet community needs. The use of these waivers was approved.

### **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments or views from the public are accepted, reviewed, and incorporated into the FY 19-20 Action Plan Amendment.

## ATTACHMENT 2

### **7. Summary**

Each year, the City of Escondido is required to prepare an Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The FY 2019-2020 One-Year Action Plan specifies how CDBG, HOME and ESG funds will be allocated to achieve the community development and affordable housing priorities of the 2015-2019 Consolidated Plan. This Amendment is consistent with the Consolidated Plan, adds one new CDBG activity and allocates additional funds to an existing CDBG activity to achieve these goals as a result of a project completing under budget.

The FY 2019-2020 Amended Action Plan covers the fifth year in the City's FY 2015-2019 Consolidated Plan period. The Five-Year Consolidated Plan and the One-Year Action Plan are required as part of the application and planning processes for the three formula-based federal housing and community development programs: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG).

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	Escondido	
CDBG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	Escondido	Housing and Neighborhood Services Division
ESG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA-C Administrator		

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Housing and Neighborhood Services Division of the Community Development Department is responsible for administering the City of Escondido’s CDBG, HOME, and ESG programs, allocations and budgets.

**Consolidated Plan Public Contact Information**

Karen Youel kyouel@escondido.org (760) 839-4518 CDBG and ESG

Kristina Owens kowens@escondido.org (760) 839-4519 HOME

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City's outreach and consultation strategies included the formation of community outreach partnerships with housing services and mental health providers, workforce developers, community advocates, and others over the past few years.

In the development of the FY 2019-2020 Action Plan the City conducted two public hearings: March 20, to review and reaffirm priorities of the Consolidated Plan and approve an allocation process; and May 22, to approve the CDBG/ESG/HOME allocations and approve the budget for submittal. In addition to the two public hearings the City outreached to the neighborhoods and their leaders, notified community based organizations and local agencies, and posted the draft Action Plan on its website. A Community Meeting was held on March 7 to describe the process, solicit input from the community at large, and share in the Action Plan developments. A second Community Meeting was held on April 25 to review the applications that had been received as part of the CDBG and ESG RFP process.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Escondido has long been committed to fostering relationships with local community groups. Several nonprofit organizations in the community have been working with the City to manage projects and programs that assist lower income residents. A variety of support services in the areas of education, job-training, homeless and senior and youth services augment the City's efforts in these areas.

Results of the community forums and surveys were published and reported publicly to the City of Escondido City Council. Each segment of the community outreach and planning process was transparent to ensure the public knew their input was being collected, reviewed, and considered.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

HUD charges communities that receive funds under the Homeless Continuum of Care (CoC) Program of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) with specific responsibilities.

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The Regional CoC (the Regional Task Force for the Homeless- RTFH) includes all of the geography within the County of San Diego, including 18 incorporated cities and all unincorporated areas. This area also includes several Public Housing Authorities and the ESG, CDBG, HOPWA, HOME and Veteran Administration service areas.

The RTFH meets periodically to identify gaps in homeless services, establish funding priorities, and to pursue an overall systematic approach to address homelessness. These are public meetings in which the community of providers and stakeholders are welcome to attend and provide comment. The City is represented on the RTFH general membership by staff of the Housing and Neighborhood Services Division. Through regular attendance and participation in the RTFH general meetings and quarterly specialized meetings, the City consults with the RTFH to develop cooperative plans and strategies to leverage resources to provide homeless services, and is informed of changes in local goals, objectives and performance measures.

### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Consultations with the Regional CoC, the Regional Task Force for the Homeless (RTFH), help allocate ESG funds by assisting the City with coordinating the prioritization and use of resources with local needs. Through this process, the City is able to design programs that are consistent with applicable federal and local standards while distributing funds in an efficient manner and responding to specific conditions in the jurisdiction. Further, ESG jurisdictions inclusive of the City, created a Regional CoC ESG Policy and Operations Guide which lays out federal, state and local standards, policies and regulations for ESG, along with local jurisdictions' standards and policies.

The RTFH assists in setting standards for what outcomes homeless programs should accomplish during their contract period. Consultations with the Regional CoC allow for an open dialog to discuss how to establish performance measures that benefit the broader goals of the region. In doing so, the City is informed of the standards that ESG funds demand, as well as other best practice outcomes and is able to incorporate these goals when negotiating contracts with sub-recipients.

A Homeless Management Information System (HMIS) is essential to efforts to coordinate client services and inform community planning and public policy. Analysis of information gathered through HMIS is critical to the preparation of periodic accounting of homelessness in the San Diego region. The CoC implemented a new HMIS system in FY 2018-2019, including training of subrecipients of City ESG funds.

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In January 2017, the RTFH formally merged with the regional Continuum of Care (CoC) to strengthen the collective impact. Leveraging the comprehensive resources of the CoC, the new RTFH has become a singular organization, which administers the HMIS and CES systems for the region and sets a uniform standard for all agencies to gather information for HUD reporting and local homeless strategies. All ESG funded organizations enter information to the HMIS system.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	ESCONDIDO EDUCATION COMPACT
	<b>Agency/Group/Organization Type</b>	Services-Children Services-homeless Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Unaccompanied youth
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Housing and Neighborhood Services staff continually keep an open dialogue with Escondido Education COMPACT. Stakeholder meetings are held throughout the year to discuss community needs, areas for improved coordination, and how to further increase youth advocacy.
2	<b>Agency/Group/Organization</b>	Alliance for Regional Solutions
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Elderly Persons Services-homeless Services-Employment Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

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	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Alliance for Regional Solutions meets on a regular basis to share resources and news around the region. The City of Escondido participates in the Alliance as a Board Member and also attends general meetings as part of the consultation process.
3	<b>Agency/Group/Organization</b>	INTERFAITH COMMUNITY SERVICES
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Escondido continually reaches out to Interfaith Community Services through monthly progress reports, formal and informal dialogue, and email correspondence regarding the homeless priority and areas in need of improvement.
4	<b>Agency/Group/Organization</b>	City of Escondido
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Education Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Senior Services and Youth
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	There is on-going discussion with the Older Adult Services Division and the Community Services Department staff to determine senior assistance and youth needs throughout the year. As a result of these discussions, the City has increased funding for the seniors programs, specifically Senior Transportation and Senior Nutrition, due to rising costs and raising demand.
5	<b>Agency/Group/Organization</b>	LEGAL AID SOCIETY OF SAN DIEGO INC
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment

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<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>There is on-going discussion with Legal Aid Society of San Diego to determine the need for fair housing services and how to address those needs through the Action Plan as well as the Analysis of Impediments. The City continually works with Legal Aid Society throughout the year to coordinate multiple events such as Fair Housing Month, Fair Housing workshops within the City, and the Annual Fair Housing Conference.</p>
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**Identify any Agency Types not consulted and provide rationale for not consulting**

The City aims at reaching out to all agency types.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Taskforce on the Homeless (San Diego Regional CoC)	The City aligns its Action Plan goals as it relates to homelessness and housing needs with the RTFH.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

In addition to consulting with the CoC, the City of Escondido also participates in the Alliance for Regional Solutions. This group brings together local governments, providers, non-profits and funders to discuss issues surrounding homelessness and hunger in North County.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Escondido began its citizen participation and consultation process for the 19-20 Action Plan on March 6, 2019, with the public notice and availability of the FY 2019-2020 Action Plan proposed funding strategy. On March 7, 2019, a Community Meeting was held at City Hall to obtain information about the community's needs. A second Community Meeting was held on April 25. Public hearings were held on March 20 and May 22, 2019 (continued on June 5, 2019), at City Council chambers to allow public involvement in the plan development process and comments on the proposed budget. In compliance with Federal regulations, the proposed FY 2019-2020 Annual Action Plan and Budget was available for citizen review and comment for 30 days prior to the City Council public hearing. Information regarding the dates, times, and locations for the public hearings as well as anticipated program resources were published in the San Diego Daily Transcript, the local paper of general circulation, a minimum of two weeks prior to the scheduled public hearings. All public notices included information regarding the location and instructions on obtaining interpreters for the deaf. A bilingual staff person was also in attendance to provide translating services. Additional information about upcoming meetings was published via press releases on the City website and announcements in the Neighborhood News e-newsletter. Throughout the citizen participation process, public and private agencies were consulted and given opportunities to provide input and apply for funding.

Community based organizations, neighborhood groups, and local agencies were notified via-email of the upcoming FY 19-20 Action Plan and were invited to participate in its development. Additional notifications and latest information regarding the Action Plan were posted on the City website.

The citizen participation process allowed the City to receive feedback and comments on its current and future Action Plan. All comments and questions received allowed staff to improve the overall process and keep citizen concerns in mind when making decisions.

A public hearing was held in the City Council chambers on December 18, 2019 to solicit public involvement and consider a substantial amendment to the Action Plan. In compliance with Federal regulations, the proposed FY 2019-20 Amended Action Plan was available for citizen review and comments a minimum of 30 days prior to the City Council public hearing.

A public hearing will be held virtually on June 24, 2020 to solicit public involvement and consider a second substantial amendment to the Action Plan. In compliance with the stipulations of Waiver 8, the proposed changes were noticed in the newspaper and made available for citizen review and comments for a minimum of five days prior to the City Council public hearing.

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**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/ broad community  Low-Mod populations	(March 7, 2019) 12 members of the public attended the Community Meeting. Concerns included the need for additional pocket parks, community safety and homelessness, and support for infrastructure projects.	No Comments or responses given by the general public	n/a	
2	Newspaper Ad	Non-targeted/ broad community	N/A (14 day notice March 6)	No comments or responses given by the general public	n/a	
3	Public Hearing	Non-targeted/ broad community	There were no speakers from the public.	(March 20 Public Hearing) The City Council discussed the existing Con-Plan priorities and current needs.	n/a	
4	Internet Outreach	Non-targeted/ broad community	N/A	No comments or responses given by the general public	n/a	<a href="https://www.escondido.org">https://www.escondido.org</a>

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Neighborhood Leadership Forum	Neighborhood Groups within the CDBG eligible areas	Leadership of the neighborhood groups within CDBG eligible areas (April 26)	no comments were received	n/a	
6	Newspaper Ad	Non-English Speaking - Specify other language: printed in English and Spanish  Non-targeted/ broad community	N/A (30 day notice April 22)	No comments received.	N/A	
7	Public Hearing	Non-targeted/ broad community	May 22 Public Hearing (continued to June 5)	No comments received	N/A	
9	Public Hearing	Non-targeted/ broad community	June 5 Public Hearing			
10	Neighborhood Leadership Forum	Neighborhood Groups within the CDBG eligible areas	Leadership of the neighborhood groups within CDBG eligible areas (October 24)	No comments were received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Newspaper Ad	Non-English Speaking - Specify other language: Spanish  Non-targeted/ broad community	N/A (30 day notice November 14)	No comments or responses given by the general public		
12	Public Meeting	Non-targeted/ broad community	December 18, 2019 Public Hearing	No comments received		
13	Public Meeting	Non-targeted/ broad community	May 20, 2020	No comments received		
14	Public Meetings	Non-targeted/ broad community	June 24, 2020			

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Escondido is a CDBG entitlement jurisdiction and a HOME participating jurisdiction. Escondido received an annual allocation of \$1,824,482 in CDBG funds, \$596,821 in HOME funds and \$152,010 in Emergency Solutions Grant (ESG) funds for FY 2019-2020.

Program income received from the repayment of Rehabilitation (CDBG) loans will automatically be re-programmed for activities for programs from which the funds were originally provided to the extent possible. If additional program income funds are received that are not automatically reprogrammed, specific projects will be identified during the Action Plan process. HOME program income will be used for HOME-eligible activities.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,824,482	0	0	1,824,482	0	CDBG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG-CV	Public – federal	Public Services Public Improvements	1,070,024	0	0	1,070,024	0	CDBG-CV funds will be received and spent for eligible projects as listed in the Action Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	596,821	100,000	0	696,821	0	HOME allocations will be received and spent for eligible projects and programs as listed in the Action Plan and Consolidated Plan.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	152,010	0	0	152,010	0	ESG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.
ESG-CV	Public – federal	Rental Assistance Rapid re-housing Services	552,803	0	0	552,803		ESG-CV funds will be received and spent for eligible projects as listed in the Action Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The housing needs in Escondido far exceed available HOME funding. Many of the housing programs/projects to be undertaken by the City will

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be leveraged with a variety of funding sources, including State grants, Successor Housing Agency repayments, and other available funding sources. The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-federal funds. The City has no current match obligation since we have been oversubscribed in our match obligation for several years. The City is currently matched over \$2,000,000 over the requirement. The City still strives to obtain as much additional funding for housing projects as possible.

The City of Escondido became the Successor Housing Agency when redevelopment agencies were dissolved by the State of California in 2012. No new funds will become available, but the City has responsibility for any assets and the housing loan portfolio, which may generate income as loans are paid. Currently it is anticipated that the City's rental subsidy program for very-low income seniors and disabled persons will continue to be funded with these funds. Future funding of the program is uncertain. Additional SHA funds will be leveraged for affordable housing purposes.

The City was awarded two CalHome grants, totaling \$1.9M, to establish an owner-occupied rehabilitation program beginning in FY 15-16. The program was successful and the City anticipated funding this program for a total of three years. However, the program was ended by the State in September 2017.

The City encourages and supports the use of Low Income Housing Tax Credits for developers of affordable housing utilizing new construction or acquisition/rehabilitation. Tax credits remain a substantial source of local affordable housing funding.

### **Emergency Solutions Grant (ESG)**

Interfaith will continue to satisfy its match requirements by providing the services of its Housing Services Coordinator through private agency funds and through HUD COC funds. Interfaith is currently under contract with the County of San Diego to operate State ESG programs and is in its first year of operating HOME NOW, a HUD-funded Rapid Re-housing project. Interfaith will leverage the City ESG funds for shelter operations and homeless prevention with non-federal shelter and rapid rehousing funds. The City will match ESG administration funds using Successor Housing Agency funds to address homeless issues in our community.

ESG-CV funds have no match requirement.

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**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City does not own any land or property that will be used to address housing-related needs during the term of the Plan.

### **Discussion**

See above for discussion.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase number of homeowners	2015	2019	Affordable Housing	City of Escondido	Increasing homeownership opportunities	HOME: \$25,000	Homeowner Housing Added: 0 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted
2	Provide additional affordable rental units	2015	2019	Affordable Housing	City of Escondido	Expand stock of affordable rental housing	HOME: \$512,616	Rental units rehabilitated: 6 Household Housing Unit
3	Assist with rehabilitation of existing owner units	2015	2017	Affordable Housing	City of Escondido	Conserve the supply of existing owner housing	HOME: \$0	Homeowner Housing Rehabilitated: 0 Household Housing Unit
4	Homeless prevention via rental assistance	2015	2019	Affordable Housing	City of Escondido	Increase length of stay in rental housing	HOME: \$0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted
5	Support education and recreation opportunities	2015	2019	Non-Housing Community Development	City of Escondido	Youth	CDBG: \$55,000	Public service activities for Low/Moderate Income Housing Benefit: 1603 Households Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Support senior services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City of Escondido	Senior Assistance	CDBG: \$128,720  CDBG-CV: \$221,835	Public service activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted
7	Improve the livability of neighborhoods	2015	2019	Non-Housing Community Development	City of Escondido	Neighborhood Revitalization	CDBG: \$1,230,867  CDBG-CV: \$80,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 20000 Households Assisted  Public service activities for Low/Moderate Income Housing Benefit: 6200 Households Assisted
8	Support adult education and job training	2015	2019	Non-Housing Community Development	City of Escondido	Economic Development	CDBG: \$0	Jobs created/retained: 0 Jobs Other: 0 Other
9	Support homeless services	2015	2019	Homeless Non-Homeless Special Needs	City of Escondido	Homelessness	CDBG: \$45,000  CDBG-CV: \$678,410	Homeless Person Overnight Shelter: 180 Persons Assisted  Homeless Case Management: 150 Persons Assisted
10	Incorporate ADA assessable features	2015	2019	Non-Housing Community Development	City of Escondido	ADA Improvements	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Other: 0 Other

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Homeless Prevention and Rapid Rehousing	2016	2019	Homeless	City of Escondido	Homelessness Youth Homeless Prevention and Rapid Rehousing	ESG: \$140,610  ESG-CV: \$552,803	Homeless Person Overnight Shelter: 275 Persons Assisted Homelessness Prevention: 43 Persons Assisted Rapid Re-Housing: 10 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	<b>Goal Name</b>	Increase number of homeowners
	<b>Goal Description</b>	Provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. Provide new, affordable ownership housing for low-income homebuyers.
2	<b>Goal Name</b>	Provide additional affordable rental units
	<b>Goal Description</b>	Provide additional rental units, including for families, through new construction or acquisition/rehabilitation of existing residential units. Units are affordable to extremely-low, very-low and low-income households.
3	<b>Goal Name</b>	Assist with rehabilitation of existing owner units
	<b>Goal Description</b>	Assist in rehabilitation of owner-occupied single-family residences and mobilehomes for low-income households.
4	<b>Goal Name</b>	Homeless prevention via rental assistance
	<b>Goal Description</b>	Rental assistance payments to very low income seniors and disabled persons in apartments and mobilehomes.

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5	<b>Goal Name</b>	Support education and recreation opportunities
	<b>Goal Description</b>	Develop subsidized and related youth education/recreational opportunities. This year this includes Learn to Swim, San Diego Children's Museum, Voices for Children and the Boys and Girls Club.
6	<b>Goal Name</b>	Support senior services
	<b>Goal Description</b>	Develop and implement a flexible, integrated transportation system in Escondido to support the individual needs of frail, low-income seniors. Provide core services such as in-home care and meal delivery, to reduce transportation needs.
7	<b>Goal Name</b>	Improve the livability of neighborhoods
	<b>Goal Description</b>	Prioritize needs and complete phased infrastructure based on input from residents, property owners, and business owners. Respond and complete minor neighborhood revitalization projects based on resident requests. Increase resident participation and education in property enhancement and beautification strategies.
8	<b>Goal Name</b>	Support adult education and job training
	<b>Goal Description</b>	Develop and implement business and leadership training programs for area residents to increase family income. Explore and develop programs for employers and/or employees to increase residents' access to livable wage jobs in Escondido.
9	<b>Goal Name</b>	Support homeless services
	<b>Goal Description</b>	Develop and maintain active partnerships with public and private agencies, and other local policy makers to explore options for expanding/improving homeless services and other related essential services in the region. And focusing on homeless youth as this population continues to rise within the City and region.
10	<b>Goal Name</b>	Incorporate ADA accessible features
	<b>Goal Description</b>	Incorporate ADA accessible features in all CDBG public improvement projects and address public facility needs as they are identified.
11	<b>Goal Name</b>	Homeless Prevention and Rapid Rehousing
	<b>Goal Description</b>	Assistance to homeless youth, individuals, and families through street outreach, homeless prevention, rapid re-housing, emergency shelter, and HMIS services.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Escondido Housing and Neighborhood Services Division will serve as the lead agency in the administration of all CDBG, HOME and ESG projects and funds proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer public services and fair housing activities in addition to administering some projects directly. Contract agencies (subrecipients) will be responsible for program implementation while contract performance will be monitored by the City of Escondido staff. The majority of projects and programs will be administered by City staff directly.

#### Projects

#	Project Name
1	Homebuyer Entry Loan Program
2	Housing Development
3	HOME administration
4	CHDO set-aside and administration
6	CDBG Admin
7	Public Services
8	Street Improvements
9	Fair Housing
10	Neighborhood Revitalization
11	HESG19 Escondido

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Allocation priorities for HOME, CDBG and ESG funds are made based on the Housing Needs Assessment and Market Analysis and the Community Needs Assessment process in the 2015-2019 Consolidated Plan. The main obstacle to addressing underserved housing needs is the high cost of housing and reduced funding sources. Community needs identified at the Community Meeting and at the City Council hearing to affirm priorities also will be considered.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Homebuyer Entry Loan Program
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Increase number of homeowners
	<b>Needs Addressed</b>	Increasing homeownership opportunities
	<b>Funding</b>	HOME: \$25,000
	<b>Description</b>	Provide a low interest loan which can be used toward the down payment or closing costs for first time homebuyers.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	One low income household assisted to purchase a home.
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Provide down payment or closing cost assistance to low income first time homebuyers.
2	<b>Project Name</b>	Housing Development
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Increase number of homeowners Provide additional affordable rental units
	<b>Needs Addressed</b>	Increasing homeownership opportunities Expand stock of affordable rental housing
	<b>Funding</b>	HOME: \$512,616
	<b>Description</b>	Provide affordable rental and owner housing development through new construction or acquisition/development.
	<b>Target Date</b>	6/30/2020

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Assist to rehabilitate a 6-unit affordable residential structure to ensure long-term affordability.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Affordable rental housing development consisting of new construction or acquisition/development to be determined through the review of an RFP process. Rehab 6 residential units.
<b>3</b>	<b>Project Name</b>	HOME administration
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Increase number of homeowners Provide additional affordable rental units
	<b>Needs Addressed</b>	Increasing homeownership opportunities Expand stock of affordable rental housing
	<b>Funding</b>	HOME: \$69,680
	<b>Description</b>	HOME administration costs.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Citywide
<b>Planned Activities</b>	Administrative support of HOME program funds.	
<b>4</b>	<b>Project Name</b>	CHDO set-aside and administration
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Increase number of homeowners Provide additional affordable rental units
	<b>Needs Addressed</b>	Increasing homeownership opportunities Expand stock of affordable rental housing
	<b>Funding</b>	HOME: \$89,525
	<b>Description</b>	Mandatory CHDO set-aside and administrative costs associated with potential new project development.

	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Mandatory CHDO set-aside and administrative costs associated with potential new project development. Projects to be determined through review of an RFP process.
<b>5</b>	<b>Project Name</b>	CDBG Admin
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Support education and recreation opportunities Support adult education and job training Support senior services Improve the livability of neighborhoods Support homeless services Homeless Prevention and Rapid Rehousing
	<b>Needs Addressed</b>	Youth Neighborhood Revitalization Senior Assistance Homelessness Homeless Prevention and Rapid Rehousing
	<b>Funding</b>	CDBG: \$330,850
	<b>Description</b>	General administration of the CDBG program. Staff costs for compliance, reporting, financial management, and program monitoring.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Staff time, administration, compliance, reporting, financial management, and program monitoring.
<b>6</b>	<b>Project Name</b>	Public Services

<b>Target Area</b>	City of Escondido
<b>Goals Supported</b>	Support education and recreation opportunities Support senior services Improve the livability of neighborhoods Support homeless services
<b>Needs Addressed</b>	Youth Neighborhood Revitalization Senior Assistance Homelessness
<b>Funding</b>	CDBG: \$273,670 CDBG-CV: \$990,024
<b>Description</b>	It is estimated that the city will use CDBG funds for public services that will provide a new service or a quantifiable increase in the level of a service. The City will contract with local non-profit agencies and organizations to administer public services in low-income areas in addition to administering some projects directly.
<b>Target Date</b>	6/30/2020
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	These activities are anticipated to assist 2,256 households and 180 homeless individuals.
<b>Location Description</b>	Citywide

<p><b>Planned Activities</b></p>	<p><b>Youth:</b> 1. Learn to Swim, \$15,000. This activity is sponsored by the City of Escondido, Parks and Recreation Division. Lessons are available at Washington Park Pool, 501 N Rose St, Escondido, CA 92027 and James A. Stone Pool, 131 Woodward Ave, Escondido, CA 92025</p> <p>2. San Diego Children's Discovery Museum, \$5,000. The museum will provide memberships, school field trip workshops, mobile museum workshops, and after school enrichment services. 320 N Broadway 92025</p> <p>3. Voices for Children, \$10,000. Advocacy services are provided to Escondido foster youth through individual assessment and case liaison programs.</p> <p><b>Seniors:</b> 4. Senior Transportation, \$34,610. This activity is sponsored by the City of Escondido, Adult Services Division. The Senior Transportation Program, which provides transportation service to and from the Escondido Senior Center allows seniors access to not only healthy meals, but to free educational workshops, social activities and exercise programs also offered by the Senior Nutrition Program. 210 East Park Ave, Escondido, 92025</p> <p>5. Senior Nutrition, \$56,110. This activity is sponsored by the City of Escondido, Adult Services Division. This program provides lunch time meals to seniors Monday through Friday from 11:30 am to 12:15 pm at the Park Avenue Cafe at a discounted price. 210 East Park Ave., Escondido, 92025.</p> <p>6. Senior Care, \$ 13,000. This activity is sponsored by the City of Escondido, Adult Services Division. This program supports the independence of seniors by assisting them with resources and by encouraging them to resolve their issues themselves. The Senior Care program provides client services including legal, counseling, and financial. 210 East Park Ave., Escondido, 92025.</p> <p>7. Meals-on-Wheels, \$25,000 + \$16,835 (CDBG-CV). This activity is sponsored by the Meals on Wheels, Greater San Diego, Inc. This program provides in home meal delivery to extremely low and low income seniors in Escondido</p> <p>8. Senior Nutrition COVID-19 Response, \$205,000 (CDBG-CV). This activity will supplement and expand the City's Senior Nutrition program to allow for home delivery of meals and additional recipients in reaction to COVID-19 needs.</p> <p><b>Homeless:</b> 9. Alliance for Regional Solutions (Bridge Housing), \$ 45,000. The Bridge Housing network services homeless men and women year round. Funds will be used for shelter operations. 550 W. Washington Ave., Escondido, 92025</p> <p>10. Escondido Homeless Case Management \$678,410 (CDBG-CV). Provide a social worker for street outreach and case management to chronically</p>
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		<p>homeless, hard to reach populations.</p> <p>11. Legal Aid Society of San Diego \$89,780. (CDBG-CV) Provide legal assistance and landlord mediation with the goal of preventing evictions.</p> <p><b>Neighborhood Revitalization:</b> 12. Neighbor to Neighbor, \$44,950. This activity supports the City’s most vulnerable neighborhoods through neighborhood clean-ups, block parties, leadership trainings, neighborhood group meetings, and other neighborhood organization efforts in low income neighborhoods.</p> <p>13. Neighborhood Improvement Planning Program, \$25,000. This program will plan future CDBG Neighborhood Revitalization projects to determine if the projects are feasible and the beneficiaries are eligible, and will include cost estimates and project milestones.</p>
7	<b>Project Name</b>	Street Improvements
	<b>Target Area</b>	Neighborhood Groups City of Escondido
	<b>Goals Supported</b>	Improve the livability of neighborhoods
	<b>Needs Addressed</b>	Neighborhood Revitalization
	<b>Funding</b>	CDBG: \$760,917
	<b>Description</b>	Street improvement projects include new curbs, gutters, retaining walls, sidewalks, street lights, and new surfacing of the streets.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	These activities are anticipated to benefit approximately 20,000 households.
<b>Location Description</b>	Citywide	

	<b>Planned Activities</b>	<p>1. Old Escondido Lighting Project, \$380,917. The first phase of a project to install historic style pedestrian lighting in the Old Escondido Neighborhood. The first phase focuses on Juniper St between 2nd Avenue and 10th Avenue.</p> <p>2. Street Light LED Retrofit Program, \$100,000. Continuation of the Street Light LED retrofit program in CDBG-eligible areas to provide better lighting quality.</p> <p>3. Sidewalk Infill Program, \$150,000. Provide safe pedestrian travel and improve walkability in CDBG-eligible areas.</p> <p>4. Ballfield Light Retrofit Program, \$370,000. Conversion of existing baseball field lighting at Jesmond Dene Park to improve lighting quality.</p>
8	<b>Project Name</b>	Fair Housing
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Improve the livability of neighborhoods
	<b>Needs Addressed</b>	Neighborhood Revitalization
	<b>Funding</b>	CDBG: \$34,045
	<b>Description</b>	Fair housing outreach, education, testing, counseling, mediation, referrals, investigation, and litigation services.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity is anticipated to provide assistance and education to 320 individuals.
	<b>Location Description</b>	Citywide
<b>Planned Activities</b>	Legal Aid Society of San Diego. LASSD will provide fair housing testing within the City's CDBG eligible areas, conduct an annual fair housing workshop at the City, and assist the City with its goals and objectives resulting from the Analysis of Impediments (Assessment of Fair Housing). In addition to those services, LASSD will also provide outreach, counseling, mediation, referrals, investigation, and litigation services involving fair housing concerns.	
9	<b>Project Name</b>	Neighborhood Revitalization
	<b>Target Area</b>	Neighborhood Groups City of Escondido
	<b>Goals Supported</b>	Improve the livability of neighborhoods
	<b>Needs Addressed</b>	Neighborhood Revitalization

<b>Funding</b>	CDBG: \$425,000 CDBG-CV: \$80,000
<b>Description</b>	Improve the livability of Neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.
<b>Target Date</b>	6/30/2020
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	These activities are anticipated to benefit 60,000 persons and 800 households.  Temporary and permanent improvements to prevent, prepare for and respond to COVID-19, including encouragement of social distancing.
<b>Location Description</b>	Citywide
<b>Planned Activities</b>	Code Enforcement, \$115,000. Code enforcement in commercial areas of CDBG-eligible census tracts to address code issues relating to business licensing, illegal signage and other appearance and compliance issues generally associated with commercial areas.  Grants to Blocks, \$60,000. Small grant program focused on neighborhood beautification/right-of-way enhancement mini grants associated with street improvement projects.  Project Neat, \$50,000. Improves the appearance and safety of neighborhoods through mediation, education and fostering relationships with neighbors. Staff works with Escondido residents to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues before they reach the level of code enforcement cases.  Graffiti Removal, \$115,000. Graffiti removal, on private property, in qualifying low income census tracts. CDBG funds can be used to remove graffiti from private homes, garages, fences and exterior surfaces or privately owned businesses.  Boys and Girls Club, \$25,000. Boys and Girls Club of Greater San Diego serves primarily low-income youth in the Escondido community. Installing new ceiling panels, fixing electrical system in the ceiling of the gym.  Old Escondido Street Sign Replacement Project, \$60,000. This project will install new street sign poles throughout the Old Escondido neighborhood, standardizing street sign appearance and installing street toppers throughout the historic district (identifying the unique neighborhood within a low-mod census block).

<b>10</b>	<b>Project Name</b>	HESG19 Escondido
	<b>Target Area</b>	City of Escondido
	<b>Goals Supported</b>	Support homeless services Homeless Prevention and Rapid Rehousing
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	ESG: \$152,010 ESG-CV: \$552,803
	<b>Description</b>	Funds for emergency shelter, homeless prevention, rapid re-housing and program administration.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	275 homeless persons with a priority of seniors and youth. 43 served through homelessness prevention, via rental assistance and referrals to resources. 10 served through rapid rehousing and case management.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Emergency shelter operations funding. Homeless prevention via rental assistance and referrals to resources.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

**HOME.** The City of Escondido does not distribute HOME allocations for housing programs and projects geographically. Available allocations are spent citywide and geography generally does not play a part. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established to focus the spending of HOME funds, and they are available throughout the City.

**CDBG.** The City of Escondido currently has 18 priority Neighborhood Groups that are low-to-moderate income, are older, and are located either in-or-around the central core of the City. Assistance is directed to these 18 Neighborhood Groups and to other CDBG eligible areas within the City.

**ESG.** The City of Escondido does not distribute ESG allocations for programs and projects geographically. Funds are spent on clients within the City that are homeless or at risk of homelessness.

### Geographic Distribution

Target Area	Percentage of Funds
Neighborhood Groups	
City of Escondido	100

Table 8 - Geographic Distribution

## **Rationale for the priorities for allocating investments geographically**

Available CDBG allocations are spent citywide in CDBG eligible areas, on neighborhood groups, and on low-to-moderate income persons. There are areas of focus, including areas in the older, central core of the City such as the neighborhood groups, although no specific target areas have been established to focus the spending of CDBG funds.

Available ESG allocations are spent within the City of Escondido assisting homeless individuals and families based on evaluations in accordance with the CoC's centralized and coordinated assessment requirements.

## **Discussion**

See above discussion.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	480
Non-Homeless	7
Special-Needs	0
Total	487

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

It is anticipated that 180 homeless individuals will be assisted through CDBG-funded assistance to a bridge shelter.

In the 5th year of the Consolidated Plan, the City plans to extend the long-term affordability of 6 rental units, through redevelopment. The City also plans to provide an amount of rental assistance to 34 very-low income seniors/disabled persons, and provide down payment assistance to 1 first-time homebuyer. Funding for these accomplishments will be a combination of HOME funds and other available, affordable housing funding.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

There is no public housing located in the City of Escondido and the City of Escondido is not a Public Housing Authority. The Housing Authority of the County of San Diego (HACSD) is the Housing Authority which administers public housing and the Housing Choice Voucher Program for Escondido residents.

### **Actions planned during the next year to address the needs to public housing**

The public housing needs in the City of Escondido are addressed by the Housing Authority of the County of San Diego (HACSD). The City supports the HACSD in their efforts to address the needs of low-income households in Escondido.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Although the City of Escondido is not a Public Housing Authority, the HACSD represents residents of Escondido. The HACSD has established a public housing resident advisory board for county public housing developments and the Section 8 Housing Choice Voucher Program participants. The board meets regularly to discuss program issues and recommendations.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A - The HACSD is not designated as troubled.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Homeless and homeless prevention services are identified as a high priority need in the FY 2015 - FY 2019 Consolidated Plan. The City anticipates expending approximately \$45,000 of its CDBG annual allocation on homeless and homeless prevention services during FY 19-20. Additional CDBG funds may also be used to support further homeless opportunities for the at-risk homeless through the Regional Continuum of Care.

The City also anticipates expending approximately \$152,010 of its Emergency Solutions Grant funds during FY 19-20 to assist in homeless activities within the City. For FY 19-20 the City has prioritized the engagement of youth, individuals, and families through essential services, rapid re-housing, homeless prevention, and emergency shelter.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Although the majority of homeless individuals in Escondido lived in Escondido before becoming homeless, a number of homeless individuals come to the City Escondido because of the public services offered within the city. As a service hub in the North County area, Escondido participates in the Regional Continuum of Care (now known as the Regional Task Force for the Homeless), comprising of many other San Diego cities and the County of San Diego, non-profit service providers, and stakeholders. The RTFH coordinates and oversees the application process, and develops and vets programs to address issues regarding homelessness in the region. The RTFH also oversees the collection of regional homeless data, identifies gaps in services, and leads strategic planning initiatives to move people from homelessness to permanent housing. The City will continue to work with the RTFH as staffing and resources allow to support services and apply for funding to address (and end) homelessness in our region.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

For FY 2019-2020, the City plans to allocate CDBG funding to the Bridge Housing Network. Through a regional collaboration (Alliance for Regional Solutions), the Bridge Housing Network provides safe shelter, working with community members to secure safe, sustainable housing, while simultaneously offering a comprehensive array of support services to pave a concrete pathway towards self sufficiency and stable housing. To accomplish such goals the Bridge Housing Network will provide:

-A safe environment for homeless individuals

-Access to a Case Manager to work on housing and income goals

-Access to support services to enhance the ability to be self sufficient

-Participant referrals to the CoC Coordinated Entry System which connects the most vulnerable to available rapid re-housing and permanent housing resources.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City's one year goal and actions for ending homelessness include expending Emergency Solutions Grant Funds towards helping homeless persons transition to permanent housing and independent living.

Further discussion provided above.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Key elements to homeless prevention is employment development and mental health. The goal is enhance a person's ability to obtain and keep a job so that they are able to make an adequate income to be self sufficient while sustaining their mental health. The City works diligently to expand and conserve its affordable housing inventory, especially affordable rental housing that benefits the extremely low and low income households who are most at risk of becoming homeless.

## Discussion

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

In Escondido, as in much of the rest of the State, the greatest barriers to affordable housing continue to be cost and supply. Although the drop in home prices ten years ago opened up some owner and rental opportunities, rising prices of ownership housing and rising rents over the past few years have again impacted the affordability of housing in Escondido and the surrounding area. San Diego County saw annual rent increases averaging 4% between 2010 and 2016 with an increase of 8% between 2015-2016. The increase was 5.74% between 2017-2018. The homeownership rate and the rate of housing cost burden identified in the 2015-2019 Consolidated Plan demonstrate the need for affordable housing opportunities in Escondido. The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing. In addition, the Zoning Code will continue to be evaluated to determine if amendments are needed to implement state law or facilitate affordable and special needs housing.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Escondido continues to experience barriers to affordable housing as identified in the Consolidated Plan, including governmental constraints, and especially market conditions, lack of funding sources, and land and construction costs. Many barriers to affordable housing are not controlled by the City, including land and construction costs, state/federal government constraints and available funding sources. The City does have the ability to introduce actions to minimize the influence of local governmental constraints on affordable housing, however. During the upcoming Action Plan period the City of Escondido plans to continue review of the Zoning Code to see if there are any additional changes that need to be made to implement goals established in the 2013 Housing Element, be consistent with State law, or remove a barrier to affordable housing. Many amendments to the Zoning Code have already been completed during the current Consolidated Plan period. These include an amendment that permits year round homeless shelters by right without discretionary review in at least one zoning designation; an amendment that facilitates senior housing by permitting senior housing by right where housing is permitted; and an amendment that defines transitional/supportive housing units as required by state law and permits them where residential units are otherwise permitted. The Accessory Dwelling Unit ordinance of the Zoning Code was amended to make it easier to construct ADUs, and the density bonus regulations were amended to be in conformance with state law, providing additional opportunities for low and moderate income households.

The City also completed work on an area plan, the South Centre City Area Plan, in the central portion of the City to better facilitate higher density and transit-oriented residential development, potentially

including affordable residential development, multi-family and mixed-use development.

The City plans to use its HOME allocation to provide for more accessible, affordable housing, through assistance to first-time homebuyers and provision of additional affordable units, leveraging it when possible with additional sources of funding. The City continues to review the development process, including environmental requirements, fees, and development standards/processes to discover any ways to further streamline the process, particularly for residential developments.

**Discussion:**

The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing, as described above.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Priority needs established in the FY 2015-2019 Amended Five-year Consolidated Plan, which establishes the objectives and outcomes in the FY 2019-2020 One-Year Action Plan, are:

- Support youth education and recreation opportunities
- Neighborhood revitalization
- Homeless services
- ADA improvements
- Support senior services
- Economic development
- Increasing homeownership opportunities
- Conserving the supply of existing owner housing
- Expanding the stock of affordable rental housing
- Increasing the length of stay in rental housing

### **Actions planned to address obstacles to meeting underserved needs**

The City plans to provide affordable housing to low income residents of the community while overcoming any obstacles that can be addressed.

The major obstacle to meeting the underserved housing needs in Escondido is funding. Since the loss of the City's main affordable housing funding source, redevelopment funds, in 2011/2012, the number of beneficiaries of the City's housing programs has been reduced. To meet the goal of assisting as many low-income households as possible, the City will continue to seek alternative funding sources where possible to replace those lost or reduced, and continue as many as many programs as possible.

The City's first-time homebuyer program is an important tool in increasing homeownership among lower income households. Response to the program by lenders and homebuyers has generally been good in the past, although the ability of homebuyers to qualify has decreased in recent years.

Requirements of the program are periodically reviewed to ensure participation and responsible use of the funds. The HUD maximum purchase price of a single-family residence in the area was recently adjusted, which impacts the ability to qualify. However, the maximum is still typically lower than the price of available housing stock. Obstacles exist in the ongoing success of this program, including the price of housing in the City, the amount of available housing stock, and the income levels of those able to qualify for a mortgage. City staff recently met with real estate industry representatives to gather information about how the program is working and changes they suggest making to the program for

better success. Staff evaluated the comments and ideas presented to determine which, if any, can be incorporated into the program, without putting the funding or the program at risk. We will continue to evaluate the program and any changes that can be made to make it more successful.

Other actions the City plans to address obstacles to meeting underserved needs include:

**Program Development, Directing Investment and Influencing Outcomes:** In an effort to proactively direct critical HUD resources and make demonstrable progress toward achieving the Consolidated Plan Goals, the City has outlined the allocation of CDBG funds for fiscal years 2015– 2019.

**Leverage and Geographic Targeting:** Within the context of the City’s three HUD Programs, leverage refers to combining entitlement funds with other local, state, and federal financial resources together in order to maximize the yield and benefits of the City’s HUD Programs.

**Increasing Administrative Efficiencies:** The Housing and Neighborhood Services Division of the City ensures that the City is in compliance with all rules and regulations associated with all HUD entitlement grants: CDBG, HOME, and ESG. During the current Consolidated Plan period, the City is focused on developing and implementing ways to increase operational efficiencies of HUD Programs through enhanced coordination, technical assistance, and effective oversight.

### **Actions planned to foster and maintain affordable housing**

When the affordability period of an existing affordable housing project is nearing the end, the City works with the owners of the project to try to extend the regulatory agreements and affordability period, maintaining the City’s affordable housing stock. The city has several options available to try to help preserve affordability, including refinancing an existing mortgage and providing incentives to the owner. In addition, the City will encourage owners completing their Section 236 loan to convert project-based voucher assistance to tenant-based voucher assistance. During FY 19-20 the City will continue efforts to assist Las Casitas I, a six-unit affordable residential project, to maintain affordability with loans to rehabilitate the structures.

### **Actions planned to reduce lead-based paint hazards**

HUD requires all CDBG and HOME funded activities be in compliance with HUD’s lead-based paint regulations. The City of Escondido is committed to addressing lead-based paint hazards. Federal law requires lead-based paint disclosure and education prior to leasing, renting, selling or purchasing most pre-1978 housing. The City will follow disclosure and warning requirements about lead-based paint, including incorporation of the “Protect Your Family from Lead in Your Home” pamphlet in all applicable

housing programs. The City will conduct required lead-based paint related activities for all HOME funded activities under Title X regulations, such as notification, paint testing, risk assessment, hazard reduction or abatement and clearance. All abatement activities will be performed by a certified professional. The City also will send staff to EPA-compliant lead-based paint hazard training.

### **Actions planned to reduce the number of poverty-level families**

The City will continue to implement its five-year strategy to help reduce the number of poverty-level families. The anti-poverty strategy utilizes existing job training and social service programs to increase employment marketability, household income, and housing options. In the past, the City's anti-poverty strategy also included direct economic development activities that focus on job creation and retention, particularly in the downtown area. In addition to implementing the five-year strategy and focusing development activities in the urban core, the City of Escondido will continue its efforts to coordinate a unified effort with other agencies and non-profits to reduce the number of poverty-level families through economic development and job training programs.

### **Actions planned to develop institutional structure**

Housing and community development programs in the City of Escondido will be implemented by an institutional structure that includes public institutions, nonprofit organizations, and private industry. The institutional capacity of these agencies include people and resources to assist in the development, implementation and monitoring of housing and community development programs. The City's Housing and Neighborhood Services Division has the primary responsibilities of carrying out affordable housing programs, implementing HOME program requirements, administering the CDBG programs, and administering the ESG program. Although City staffing levels have been reduced, staff continues to work hard to coordinate applications and reviews to make the best use of all available federal funding.

The Community Development Department offers applicants of development proposals an opportunity to meet with members of City staff to review the development process, prior to application submittal. Necessary information and technical assistance is offered prior to application submittal. These "pre-application" meetings are free of charge. Additionally, representatives of several City departments meet weekly to review both submitted applications and those that an applicant has not yet submitted, to offer comments on use, design and code compliance. This Staff Development Committee assists applicants processing projects by offering comments and requests for modifications in a timely and cohesive manner.

## **Actions planned to enhance coordination between public and private housing and social service agencies**

In order to enhance coordination between all parties, staff have been working on updating a current list of public agencies, non-profit groups, housing providers, community and neighborhood groups, and affordable housing advocates. After completion of the most recent Consolidated Plan, staff continues to periodically consult with the various providers, groups and other stakeholders to discuss needs, activities, and progress. Staff currently participates in the following regional committees: SANDAG Regional Housing Workforce Group, Regional Task Force on the Homeless, San Diego Regional Alliance for Fair Housing (SDRAFFH), Alliance for Regional Solutions, and the Community Development Block Grant Administrators meeting. Staff will continue to be involved in various community groups involved in all aspects of community development, services and housing. Staff will also continue to assist developers and community organizations that assist the City in the provision of affordable housing and services, and encourage collaboration between non-profit agencies, housing providers and government agencies to help achieve the goals of the Consolidated Plan.

The City of Escondido is a general/board member with the Alliance for Regional Solutions - North County which collaborates with public / private housing and social service agencies with the goal of working together to ensure that current and emerging human needs are met for the greater good of the region.

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County, RTFH, and the Alliance for Regional Solutions.

### **Discussion:**

Please see the above for further discussion.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

None.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not currently have any projects with recapture restrictions. The City of Escondido would impose recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold, the HOME loan becomes due. Recapture provisions limit the amount to be recaptured to the net proceeds of the sale (sales price minus loan repayment -other than HOME funds - and closing costs). This applies to all units regardless of nature of sale. Recapture funds are re-invested by the City into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Escondido imposes recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Since the maximum amount loaned in the first-time homebuyers program is the lesser of \$25,000 or 5 percent of the purchase price, the required affordability period of 24 CFR 92.254(a)(4) is ensured. Interest is forgiven after ten years, but repayment of principal is still required. Recapture funds are re-invested by the City into the HELP first-time homebuyer program, housing development or other HOME-eligible activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

None

**Emergency Solutions Grant (ESG)  
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Written standards for providing ESG assistance is provided as an attachment in the "Unique

Appendices" section.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The San Diego Continuum of Care, known as the Regional Task Force on the Homeless (RTFH), uses a coordinated assessment system as directed by HUD. The system uses an assessment tool that scores individuals based on their needs and vulnerability to ensure that regional programs give priority to chronically homeless individuals and families who are at-risk by remaining un-housed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City conducts an open and competitive Request for Proposal (RFP) process for making awards. RFPs are publically announced on the City website and through email to members of its mailing list.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City does not have homeless or formerly homeless people on its City Council which is the final approval authority for the City. However, the City does consult with the Regional Continuum of Care which has formerly homeless individuals as members. Subcontractors who administer the shelters and the homeless prevention programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

The City has adopted performance standards for Homeless Prevention and Rapid Re-housing that are in line with the Continuum of Care. These standards include: rapidly re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing.

## Attachments

## Citizen Participation Comments

### City of Escondido CITIZEN PARTICIPATION PLAN

Citizen participation is a priority for the City of Escondido. The City of Escondido receives an annual entitlement of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities to assist low-income persons. In accordance with the Grant, the City must create a 5-Year Consolidated Plan (Consolidated Plan) that addresses affordable housing and community development needs, submit an Annual Action Plan (Annual Plan) to outline spending and activities for the corresponding program years, and provide a Consolidated Annual Performance and Evaluation Report (CAPER) to evaluate the City's accomplishments and use of CDBG, HOME and ESG funds as well conduct an Assessment of Fair Housing every five years.

The following Citizen Participate Plan (CPP) meets HUD standards for:

- Involvement of community members in the public participation process, including public hearings and public comment periods
- Opportunities for involvement of affected persons and other concerned citizens in the planning process
- Transparency of the planning process and freedom of access to the draft Plan
- Public's submission of comments and the standards for the grantee's response
- Continuity of participation throughout all stages of the Plan's development.

#### Objectives

The primary goal of the CPP is to solicit views and recommendations from members of the community, organizations, and other interested parties and to incorporate the views and recommendations in the decision making process. To accomplish this goal, the CPP mandates that the City will:

- Encourage participation from residents in the development and preparation of the Consolidated Plan, Annual Plan, Assessment of Fair Housing, substantial amendments to these plans, and the CAPER.
- Encourage the involvement by low and moderate income persons, particularly those who reside in CDBG-eligible neighborhoods, areas designated for revitalization, areas designated as a slum and blighted, people with disabilities, racial and ethnic minorities, Non-English speaking and limited English proficient (LEP) persons, and residents of public and assisted housing developments in the development of the Consolidated Plan and Assessment of Fair Housing.
- Encourage participation from Continuums of Care, businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith based organizations, resident advisory boards, resident councils, and resident

management corporations during the development and implementation of the Consolidated Plan and Assessment of Fair Housing.

- Provide residents reasonable and timely access to information, meetings, and records.
- Provide residents the opportunity to review, offer input and feedback regarding the use of CDBG, HOME, and ESG funds and the Assessment of Fair Housing, and comment on the CAPER.
- Provide assistance for non-English-speaking and LEP persons upon advance request, provided such services are available.
- Use comprehensive techniques to encourage and measure public participation and review program performance.
- Reasonable accommodations will be provided for those with disabilities upon advance request.

#### Reviews/Recommendations

Staff reviews proposals and make recommendations to the City Council concerning funding for social services, affordable housing projects, homeless initiatives, and capital improvement projects. City Council meetings are open to the public and available for viewing on the City website. City Council agendas are posted 72 hours prior to a meeting and available on the City's website and at City Hall, 201 N. Broadway.

During the Development of the Consolidated Plan, Annual Plans, and Assessments of Fair Housing:

- The City will make a concerted effort to notify residents, social service providers, business groups, nonprofit organizations, community and faith-based organizations, community boards and other interested parties of the development of the Consolidated/Annual Plans, and Assessment of Fair Housing through mailings, including electronic mail, online postings, and newspaper notices.
- The City will issue a Notice of Funding Availability/Request for Proposals inviting proposals for CDBG, HOME and ESG activities. Upon request, the City will provide technical assistance to groups representing low-moderate income persons to develop proposals for eligible activities and comment on the Assessment of Fair Housing.
- The City will make available any HUD-provided data and other supplemental information the grantee plans to incorporate into its Assessment of Fair Housing at the start of the public participation process (or as soon as feasible after).

- Prior to adoption of the Plan(s), the City will make available the estimated amount of CDBG, HOME, and ESG funding that it expects to receive, the activities that may be undertaken, the estimated amount of funds that will be used to benefit low-moderate income persons, and any activities that may result in displacement.
- The City will publish a summary of the proposed Plan(s) and/or Assessment of Fair Housing in the newspaper and have it available on the City's website for a period of ten days prior to a public meeting. The summary will describe the contents and purpose of the Plan(s) and/or Assessment of Fair Housing and include a list of the locations where they may be examined. The Plan(s) and/or Assessment of Fair Housing will be available for review at Escondido City Hall, on the City's website, and at the Escondido Public Library. The City will provide a reasonable number of free copies to citizens and groups upon request.

### Public Hearings

- The City will conduct at least two public hearings each year to obtain residents' views regarding housing and community development needs, proposed allocation of CDBG and ESG funds, strategies and actions taken to affirmatively further fair housing, and approve program/funding activities. The City will conduct at least one public hearing each year regarding the proposed allocation of HOME funds. HOME funds will be conditionally committed to an affordable housing development only after a public hearing to discuss the project.
- The City will conduct at least one public hearing during the development of the Assessment of Fair Housing prior to publishing the Assessment of Fair Housing for public comment. The public hearing must be held prior to formulating the Consolidated Plan.
- The City will conduct at least one public hearing during the development of the Consolidated Plan prior to publishing the Consolidated Plan for public comment.
- The City will receive and consider comments concerning the Plan(s) and/or Assessment of Fair Housing for period of not less than 30 days. All comments received, in writing or orally at a public meeting, will be considered in preparing the final Plan(s) and/or Assessment of Fair Housing. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or Assessment of Fair Housing
- Public notices, excluding the CAPER, will be published at least ten days prior to a hearing. Notices will include the date, time, location, and summary of the proposed action to help facilitate informed comments. Notices will be published in the newspaper and announced on the City's website.

### Amendments to the Consolidated Plan, Annual Plans, and Assessments of Fair Housing

The City will amend its approved Plan(s) whenever it makes one of the following decisions:

- To carry out an activity not previously described in the Annual Plan using funds covered by the Consolidated Plan, including program income.
- To substantially amend the purpose, scope, location, or beneficiaries of an activity.
- To substantially amend the allocation priorities or the method of distributing funds.

A substantial amendment is defined as the following:

- An addition, modification, or elimination of a Consolidated Plan goal;
- An addition of a new activity not previously identified in the Annual Plan; or
- A change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000

Substantial amendments must be authorized by the City Council and will be available on the City's website and through public notices in the newspaper. Minor changes and/or corrections may be made, so long as the changes do not constitute a substantial amendment. Minor changes, including but not limited to modifications of goal outcome indicators, shall not be considered a substantial amendment and do not require public review or a public hearing.

- The City will receive and consider comments concerning substantial amendments and/or Assessment of Fair Housing revisions for period of not less than 30 days. All comments received, in writing or orally at a public meeting, will be considered in preparing the final Plan(s) and/or Assessment of Fair Housing H. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or Assessment of Fair Housing.
- Public notices will be published at least ten days prior to the hearing. Notices will include the date, time, location, and summary of the proposed action to help facilitate informed comments.

### Consolidated Annual Performance and Evaluation Reports (CAPERs)

The City will prepare an annual CAPER to evaluate the progress of the Consolidated Plan and to review accomplishments for the previous program year.

- A comment period of not less than 15-days will be provided. All comments received, in writing or orally, will be included in the final submission to HUD.

### Access to Information and Records

- Any citizen, organization, or other interested party may submit written requests for information regarding the Consolidated Plan, Annual Plans, Assessment of Fair Housing, and CAPER, including the City's use of funds under the CDBG, HOME, and ESG programs and the benefit to low-moderate income residents during the preceding five years.
- This Citizen Participation Plan, the Consolidated Plan, the current Annual Plan, the current Assessment of Fair Housing, the current CAPER, and any substantial amendments to these plans will be available for public review at City Hall, 201 N. Broadway and on the City's website.

### Comment and Complaint Process

The City will consider any comments from citizens received in writing or orally at public hearings in preparing this Citizen Participation Plan, the Consolidated Plan, Annual Plans, CAPERs, Assessment of Fair Housing, and/or substantial amendments to these plans. A summary of all comments will be attached and submitted to HUD.

The City will respond to written complaints received relating to the Consolidated Plan, Annual Plans, Assessment of Fair Housing, CAPERs, and/or substantial amendments. Written complaints must describe the objection and provide contact information of the complainant. The City will respond to complaints within 15 working days of receiving the written complaint, acknowledging the letter and identifying a plan of action, if necessary.

### Amendment for 2020 CARES Act Funding

In response to the COVID-19 Pandemic, the City is amending the City's Citizen Participation Plan, to promote and support "social distancing" while continuing to offer the public an opportunity to provide valuable citizen input and insight into the policies and procedures of the Housing & Neighborhoods Services Division, particularly as it relates to the administration and implementation of its federal programs. The following process will be used to solicit citizen participation and input into any programmatic amendments necessary to quickly and effectively administer federal funding made available either directly or indirectly as a result of the COVID-19 Pandemic.

- Effective May 20, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, community input prior to drafting a substantial amendment to any plan will be waived, including but not limited to an approved consolidated plan or annual action plan concerning the proposed uses of CDBG, HOME, and ESG funds.
- Staff will prepare an amendment to any respective plan, where applicable, and the amendment shall include a discussion of the amount of assistance the state expects to receive, the range of activities it will undertake with this assistance, and, to the extent possible, the benefit to low and moderate income people of these proposed activities.
- The Amendment will be posted in a prominent place on the Neighborhood Services website, along with a notice identifying the availability of the amendment. The Notice will include the opportunity to provide electronic comment for a period of not less than five days and information on participation in a "virtual public hearing". As part of the Notice, the state will provide information on how citizens
- Any comments received either at the virtual public hearing or during the public comment period will be considered by the agency before the final amended action plan is submitted to HUD. A summary of the comments and the agency's responses will be an attachment to the final amended action plan.
- The procedures and actions discussed above will constitute the state's citizen participation plan for any substantial amendments, which may need to be made in the course of the program year. A "substantial amendment" to the plan is one which implements a change the use and/or method of distributing those funds.
- This amended citizen participation plan will itself be made available to the public for a five-day public comment period prior to implementation, and any interest groups may review and comment accordingly.

**Grantee Unique Appendices**

City of Escondido

Housing & Neighborhood Services Division



**Emergency Solutions Grant**

**Written Standards for Provisions of ESG Assistance**

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## **STANDARDS FOR THE PROVISION OF ESG ASSISTANCE**

The City of Escondido, in accordance with Department of Housing and Urban Development guidelines, developed standard policies and procedures for evaluating individuals' and families' eligibility for Assistance under Emergency Solutions Grant (ESG).

**Evaluations.** Per 24 CFR 576.401 the City and ESG sub-recipients must conduct an initial evaluation to determine each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d).

**Re-evaluations.** The City and ESG sub-recipients must re-evaluate the program participant's eligibility and the types and amounts of assistance the participant needs; not less than once every 3 months for program participants receiving homeless prevention assistance and not less than once annually for program participants who are receiving rapid re-housing assistance. At the City and sub-recipient's discretion, re-evaluations may be conducted more frequently than required by 24 CFR 576.401 and may also be incorporated into the case management process for homeless prevention and rapid re-housing participants – See 24 CFR 576.401(e)(i). Regardless of which timeframe is used, re-evaluations, must at minimum, establish that:

The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and the program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance. To determine if an individual or family is income eligible, the City or subrecipient must examine an individual or family's annual income to ensure that it does not exceed the most current area income limits posted on the Department of Housing and Urban Development's webpage "ESG: Emergency Solutions Grants Program" <https://www.hudexchange.info/resource/4018/2014-hud-median-income-limits-30/>.

## **RAPID RE-HOUSING AND HOMELESS PREVENTION**

ESG funds may be used to provide housing relocation and stabilization services and short-and/or medium term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance is referred to as rapid re-housing assistance.

ESG funds may be used to provide housing relocation and stabilization services and short-and/or medium term rental assistance as necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the homeless definition in 24 CFR 576.2.

Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid

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re-housing assistance will consist of a waiting list for potentially eligible clients and those who most likely benefit from the program.

Through the use of a screening and assessment process, program eligibility will be assessed by thoroughly exploring a family's or individual's situation and pinpointing their unique housing and service needs. Based upon the assessment, families and individuals should be referred to the kinds of housing and services most appropriate to their situations and need (i.e. access all available services to increase self-sufficiency).

Once in place, a centralized or coordinated assessment system will help to better match individuals and families with the most appropriate assistance. Under homelessness prevention assistance, funds are available to persons below 30% of Area Median Income (AMI), who are homeless or at risk of becoming homeless. ESG funds can be used to prevent an individual or family from becoming homeless and/or regain stability in current housing or other permanent housing. Rapid re-housing funding will be available to those who are literally homeless to ultimately move into permanent housing and achieve housing stability. Homeless prevention and rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, and the short-and medium-term rental assistance requirements in 24 CFR 576.106.

The amount each program participant must pay will be based on the following:

- Rental assistance cannot be provided for a unit unless the rent for that unit is at or below the Payment Standard, established by the City using HUD's published Fair Market Rents for the San Diego Region. A complete listing of the Fair Market Rent for San Diego can be found at the following website: <http://www.huduser.org/portal/datasets/fmr.html>
- The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. See 24 CFR 574.320.
- The rental unit must meet minimum habitability standards found at 24 CFR 576.403.
- There must be a rental assistance agreement and lease between property manager and tenant as well as the owner of property and the City or ESG sub-recipient.
- No rental assistance may be made to an individual or family that is receiving rental assistance from another public source for the same time period.
- Rental assistance may not be provided to a participant who is currently receiving replacement housing payments under Uniform Relocation Assistance.
- Rental assistance may be available for Project Based Rental Assistance, based on availability of funding and vacant units.

**Short-term and medium-term rental assistance.** 24 CFR 576.106 (e) Rental assistance agreement. The City's or its ESG sub-recipients may make rental assistance payments only to an owner with whom the sub-recipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the sub-recipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action

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against the program participant. In the event of project based assistance, the payments would go directly to the property owner with a rental assistance agreement in place.

The City and its subrecipients must maintain standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. Currently, the period is up to 12 months.

**Homelessness prevention and Rapid re-housing component.** 24 CFR 576.103 and 24 CFR Part 576.104. The City and its sub-recipients may provide an ESG program participant with up to 24 months of rental assistance during any 3-year period. The City is providing a maximum of up to 12 months of sequential assistance that can be in the form of short-term rental assistance (for up to 3 months of rent) or medium term rental assistance (assistance that is for more than 3 months) but not more than 12 months of rent. However, at the City and subrecipient's discretion rental assistance will be provided in a reasonable timeframe as evaluated by the City and its program participant within HUD regulations.

The maximum amount of rental assistance provided, or family's level of responsibility for rent payments, over time, shall be determined by the City and its subrecipient and shall be reflective of the individual or family's need for rental assistance and the level of financial resources available to the ESG program participant.

Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participants receives assistance, or the maximum number of times the program participants may receive assistance.

Subject to the general conditions under 24 CFR 576.103 and 24 CFR Part 576.104, subrecipients may use ESG funds to pay housing owners, utility companies, and other third parties for some or all of the following costs, as allowed under 24 CFR 576.105:

- Security deposits
- Last month's rent
- Utility deposits
- Utility payments
- Moving costs

**Housing relocation and stabilization costs.** 24 CFR 576.105 (c). ESG sub-recipients shall determine the type, maximum amount and duration of housing stabilization and/or relocation services for individuals and families who are in need of homeless prevention or rapid re-housing assistance through the initial evaluation, re-evaluation and ongoing case management processes.

#### **EMERGENCY SHELTER**

The term Emergency Shelter per 24 CFR Part 576.2 means "any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless

and which does not require occupants to sign leases or occupancy agreements.” This definition excludes transitional housing. However, projects that were funded as emergency shelter (shelter operations) under the FY 2010 Emergency Shelter Grants program may continue to be funded under the emergency shelter component under the Emergency Solutions Grants program, regardless of whether the project meets the revised definition.

**Admission, Diversion, Referral and Discharge.** ESG sub-recipients must conduct an initial evaluation of all individuals or families to determine if they should be admitted to an emergency shelter, diverted to a provider of other ESG funded components (e.g. rapid re-housing or homeless prevention assistance) and/or referred for other mainstream resources.

ESG sub-recipients must determine that individuals and families meet criteria including the Homeless Definition and rate the individual or family’s vulnerability to ensure that only those individuals or families that have the greatest need for emergency shelter assistance receive ESG funded assistance.

ESG sub-recipients must also reassess emergency shelter participants, on an ongoing basis, to determine the earliest possible time that they can be discharged to permanent housing.

**Safety and Shelter Needs of Special Populations.** ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under the regulations for the emergency shelter component found at 24 CFR Part 576.102.

Consistent with ESG recordkeeping and reporting requirements found at 24 CFR Part 576.500, ESG sub-recipients must develop and apply written policies to ensure the safety of program participants through the following actions:

- All records containing personally identifying information (as defined in HUD’s standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential
- The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter
- The address or location of any housing of a program participant, including youth, individuals living with HIV/AIDS, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing will not be made public, except as provided under a preexisting privacy policy of the sub-recipient and consistent with state and local laws regarding privacy and obligations of confidentiality
- ESG sub-recipients must adhere to the following ESG shelter and housing standards found at 24 CFR Part 576.403 to ensure that shelter and housing facilities are safe, sanitary, and adequately maintained:

**Lead-Based Paint Requirements.** The Lead-Based Paint Poisoning Prevention Act applies to all shelters assisted under ESG program and all housing occupied by program inspection on all units receiving assistance under the rapid re-housing AND homelessness prevention components if the unit was built before 1978 and a child under age of six or a pregnant woman resides in the unit.

**Structure and Materials.** The shelter building shall throughout be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.

**Access.** The shelter must be accessible, and there shall be a second means of exiting the facility in the case of emergency or fire.

**Space and Security.** Each resident shall have adequate space and security for themselves and their belongings. Each resident must have an acceptable place to sleep.

**Interior Air Quality.** Each room or space within the shelter/facility must have a natural or mechanical means of ventilation. The interior air should be free of pollutants at a level that might threaten or harm the health of residents.

**Water Supply.** The shelter's water supply shall be free of contamination.

**Sanitary Facilities.** Each resident shall have access to sanitary facilities that are in proper operating condition. These facilities shall be able to be used in privacy, and be adequate for personal cleanliness and the disposal of human waste.

**Thermal Environment.** The shelter/facility must have any necessary heating/cooling facilities in proper operating condition.

**Illumination and Electricity.** The shelter/facility should have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There should be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

**Food Preparation.** Food preparation areas, if any, should contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

**Sanitary Conditions.** The shelter should be maintained in a sanitary condition.

**Fire Safety-Sleeping Areas.** There shall be at least one working smoke detector in each occupied unit of the shelter facility. In addition, smoke detectors should be located near sleeping areas where possible. The fire alarm system should be designed for a hearing-impaired resident.

**Fire Safety-Common Areas.** All public areas of the shelter must have at least one working smoke detector.

Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter 24 CFR 576.102.

- ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter. Essential services for participants of emergency shelter assistance can include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
- ESG sub-recipients are responsible to assess an individual or family's initial need for emergency shelter and must re-assess their need on an ongoing basis to ensure that only those individual or families with the greatest need receive ESG funded emergency shelter assistance.
- Based on the CoC's centralized or coordinated assessment system, ESG recipients shall be required to use that system to help determine an individual or family's need for emergency shelter or other ESG funded assistance.
- CoC's Policies and Procedures is encouraged for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream services and housing providers.

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- Coordination to assist the homeless and prevent homelessness will come from the leadership of the statewide Continuum of Care. The City will maintain active engagement and membership in the statewide CoC or local homeless coalition. The CoC will further engage and coordinate resources amongst other entities to improve current programs and funding.

#### **STREET OUTREACH**

Per 24 CFR 576.401 and 24 CFR 576.500 the City and ESG sub-recipients must conduct an initial evaluation to determine each individual or family's eligibility for street outreach essential services. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §24 CFR 576.400(d).

Street outreach costs are limited to the costs of: providing essential services necessary to reach out to unsheltered homeless people; connecting unsheltered homeless people with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility 24 CFR 576.101(a).

**Engagement.** The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people such as mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. 24 CFR 576.101(a)(1).

**Case Management.** The City or its subrecipient are limited to the cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities related to case management are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability, 24 CFR 576.101(a)(2)

**Emergency Health Services.** Use of ESG funds are used for emergency health services costs are limited to direct outpatient treatment of medical conditions (as listed under 24 CFR 576.101(a)(3)) that are provided:

- a. by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living, and
- b. only to the extent that other appropriate health services are inaccessible or unavailable within the area

**Emergency Mental Health Services.** Use of ESG funds for emergency mental health services the costs are limited to the costs associated with direct outpatient treatment (as listed under 24 CFR 576.101(a)(4)) that is provided:

- a. by licensed professionals of mental health conditions operating in community-based settings including streets, parks, and other places where unsheltered people are living, and
- b. only to the extent that other appropriate health services are inaccessible or unavailable within the area

Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living. ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances 4 CFR 576.101(a)(4)] (iv). Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

**Transportation.** Where ESG funds are used for transportation the costs are limited to the following eligible costs:

- a. the transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers, that travel took place during the provision of services eligible under this section; and the costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. The costs include the following:
  - The cost of a program participant’s travel on public transportation;
  - If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and
  - The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

**Minimum Period of Use.** Per 24 CFR 576.101(b) the City or its ESG subrecipient will ensure that outreach services are provided to unsheltered homeless individuals and families for at least the period during which ESG funds are provided (e.g., the length of the subrecipient agreement).

Maintenance of Effort: The City or its subrecipient will not use ESG funds to replace local government funding of street outreach services unless HUD determines that the unit of general purpose was in a severe financial deficit according to the guidelines 24 CFR 576.101(c).

Upon the City's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the City's demonstration of each of the following:

- The average poverty rate in the unit of general purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according information from the U.S. Census Bureau.
- The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.
- The unit of general purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people. The unit of general purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

RESOLUTION NO. 2020-90

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AMENDING THE CITY OF ESCONDIDO ONE-  
YEAR ACTION PLAN AND APPROVING  
SUBMITTAL OF SECOND AMENDED PLAN  
FOR CDBG AND ESG TO THE DEPARTMENT  
OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Escondido (“City”) is a recipient of Community Development Block Grant (“CDBG”) funds and Emergency Solutions Grant (“ESG”) from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the City must submit an approved Annual Action Plan listing all CDBG and ESG projects and their budgets before the beginning of each program year; and

WHEREAS, on April 2, 2020, HUD notified the City about an additional CDBG allocation (“CDBG-CV”) of \$1,070,024 and an additional ESG (“ESG-CV”) allocation of \$552,803 to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, the City must file an Action Plan Amendment to make a substantial change to the Annual Action Plan including an addition, modification, or elimination of a Consolidated Plan goal; an addition of a new activity not previously identified in the Annual Plan; or a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000; and

WHEREAS, the City wishes to allocate CDBG-CV funds to the Legal Aid Society of San Diego, Meals on Wheels of San Diego County, the City’s Senior Nutrition Program,

a new Neighborhood Improvements program, and a new Escondido Homeless Case Management Program, creating new programs; and

WHEREAS, the City wishes to allocate ESG-CV funds to Interfaith Community Services, creating a new program; and

WHEREAS, the City desires at this time and deems it to be in the best public interest to amend the FY 2019-2020 One-Year Action Plan for CDBG funds for the second time.

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 amendment of the FY 2019-2020 One-Year Action Plan, accepting the new CDBG-CV funds and allocating them to projects shown in Exhibit "A," and accepting the new ESG-CV funds and allocating them to a project as shown in Exhibit "B"; and Exhibits "A" and "B" are incorporated by this reference.
3. That the City Council approves the submittal of the amended FY 2019-2020 One-Year Action Plan to the Department of Housing and Urban Development, including modifications to Sections AD-26, AP-05, AP-12, AP-15, AP-20, AP-38, and the Citizen Participation Plan.

**City of Escondido, Fiscal Year 2019-2020  
 CDBG-CV Allocations  
 Round 1 CARES Act Funds  
 HUD Allocation: \$1,070,024**

<b>Administration - 20% cap of allocation (\$214,004 max.)</b>		
116-109	CDBG Administration	\$0
	Total	\$0
<b>Public Service (No max on CDBG-CV funds)</b>		
3CV489	Senior Nutrition – COVID-19 Response	\$205,000
3CV259	Legal Aid – Eviction Prevention	\$89,780
3CV479	Meal on Wheels – COVID-19 Response	\$16,835
3CV439	Homeless Case Management – COVID-19 Response	\$678,409
	Total	<b>\$990,024</b>
<b>Capital Improvement &amp; Other Neighborhood Revitalization Activities - (No max.)</b>		
3CV359	Neighborhood Improvements – COVID-19 Response	\$80,000
	Total	<b>\$ 80,000</b>
	Total CDBG-CV Allocations	<b>\$1,070,024</b>

Exhibit A

**City of Escondido, Fiscal Year 2019-2020  
 ESG-CV Allocations  
 Round 1 CARES Act Funds  
 HUD Allocation: \$552,803**

	<b>Administration - 10% cap of allocation (\$55,280 max.)</b>	
	ESG Administration	\$0
	Total	<b>\$0</b>
	<b>ESG Activities</b>	
ESGCV2	Interfaith Community Services	\$552,803
	Total	<b>\$552,803</b>
	Total CDBG-CV Allocations	\$552,803

Exhibit B

## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 12 (A)**

**June 24, 2020**

**File No. 0430-80**

SUBJECT: County CARES Act Funds Budget Adjustment

DEPARTMENT: Emergency Management Department  
Finance Department

RECOMMENDATION:

It is requested that the City Council approve a budget adjustment (see Attachment 1) for \$2,713,486 to accept Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Coronavirus Relief fund from the County of San Diego (Attachment 2).

FISCAL ANALYSIS:

This action will have a positive impact on the General Fund Budget because in many instances, they will be used to reimburse the Fund from losses otherwise experienced due to the COVID-19 pandemic. To the extent the funds can be used for economic development or business recovery, the General Fund may benefit from increased revenue.

BACKGROUND:

On March 27, 2020, the President of the United States signed the CARES Act into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency. While the Act included \$5 billion for the Community Development Block Grant (“CDBG-CV”) program and \$4 billion for the Emergency Solutions Grant (“ESG-CV”) program, and Escondido received a portion of these monies (see Agenda Item 14a), there were no other direct funds provided to local government. A unit of local government eligible for receipt of direct payment from the federal government included any unit of general government below the State level with a population greater than 500,000 making the City of Escondido ineligible to receive direct funds.

However, on May 19, 2020, the San Diego County Board of Supervisors voted to allocate a total of \$25 million of the County’s portion of CARES Act Coronavirus Relief Funds to the 17 cities that did not receive a direct allocation from the federal government. Funds were allocated based on population of each city; the City of Escondido’s allocation is \$2,713,486.

The CARES Act has important limitations on the use of funds. The Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act). The funds cannot be used to backfill lost revenues to the City.

Prior to the distribution of funds, the City must submit a plan that illustrates how the funds will be spent. The City has done so by means of a letter dated June 8, 2020, (see Attachment 3). All funds must be expended by September 30, 2020. Any remaining funds not spent must be returned to the County.

The City has incurred expenses of approximately \$600,000 to date related to the COVID-19 public health emergency that are considered reimbursable under the County CARES Act. Of the \$600,000 of costs incurred, approximately \$78,000 is for the purchase of supplies and equipment for public safety measures undertaken in response to the emergency. The remaining \$522,000 are payroll and personnel costs that are eligible for reimbursement.

The County requires that an employee shall be present or available as needed when a Park/Beach is open to the public. This employee monitors the COVID-19 protocols of the County's Physical Distancing and Safety Plan. If the City cannot provide such an employee, the city must close the park(s). City Staff plans to allocate \$25,000 of County CARES Act funds to support the hire of a full-time Park Ranger. The new Ranger position enforces all policies and protocols related to COVID-19 and public persons within City parks and facilities including, but not limited to, adherence to social distancing, the wearing of facial coverings, use of recreational facilities and playgrounds.

City staff are currently drafting a proposed plan for spending the remaining funds. Priorities for the remaining funds will focus on enhancing teleworking, video conferencing, additional equipment required due to COVID-19 and various economic development related opportunities to assist local businesses and residents in recovering from the emergency.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jeff Murdock*, Emergency/Disaster Preparedness Manager  
6/18/20 8:30 a.m.

ATTACHMENTS:

1. Attachment 1 – Budget Adjustment
2. Attachment 2 – County CARES Act Funding Agreement
3. Attachment 3 – City of Escondido Spending Plan





# County of San Diego

**TRACY M. SANDOVAL**  
DEPUTY CHIEF ADMINISTRATIVE OFFICER /  
CHIEF FINANCIAL OFFICER  
(619) 531-5413  
FAX: (619) 531-5219

FINANCE & GENERAL GOVERNMENT GROUP  
1600 PACIFIC HIGHWAY, SUITE 166, SAN DIEGO, CA 92101-2422

May 20, 2020

Mr. Jeffrey Epp  
City Manager  
City of Escondido  
201 North Broadway  
Escondido, CA 92025

Dear Jeffrey,

Thank you for your partnership and leadership during this COVID-19 pandemic. The regional collaboration has been critical to keeping our community safe and healthy, and we greatly appreciate the efforts you have taken to support this effort. To that end, on May 19, 2020 (Items #14/28) the County Board of Supervisors voted to allocate a total of \$25 million of Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief Fund (CRF) to the 17 cities that did not receive a direct allocation from the federal government.

Attached to this letter is a sub-grant agreement to be completed by your City in order to receive the funds. The funds have been determined based on population as directed by the Board of Supervisors. Your allocation is \$2,713,486. In addition, expenditures must comply with the CARES Act CRF criteria, which require, among other things, that the expenditures be necessary due to the public health emergency with respect to COVID-19. These may include Law Enforcement for COVID-19, Economic Support initiatives, Telework Enhancements/Infrastructure, Sanitation Compliance, or Facility Enhancements for Social Distancing. These funds may not be used to backfill lost revenues.

**Process for Distribution of Funds:**

- o Prior to distribution, the City must submit a plan that illustrates how you will spend the allocation before the funds are released; and also submit a mid-term plan, no later than July 31, 2020, on the status of spending.
- o Once the City has received the funds, the City must submit documentation to support all expenditures. All funds shall be expended or returned to the County, as well as all documentation submitted, by September 30, 2020.
- o City will be financially responsible for any disallowed costs. Should the City receive future federal stimulus funds (non-CARES Act funding), all funds allocated to the City by the County shall be returned.

Thank you again for your partnership and commitment during these unprecedented times. All documentation and questions can be submitted to Ebony Shelton at [Ebony.Shelton@sdcounty.ca.gov](mailto:Ebony.Shelton@sdcounty.ca.gov).

Sincerely,

TRACY M. SANDOVAL  
Deputy Chief Administrative Officer/Chief Financial Officer

CS:ld

Attachment

ASSESSOR/RECORDER/COUNTY CLERK  
AUDITOR & CONTROLLER  
CHIEF ADMINISTRATIVE OFFICE  
CIVIL SERVICE COMMISSION  
CLERK OF THE BOARD

COUNTY COMMUNICATIONS OFFICE  
COUNTY COUNSEL  
COUNTY TECHNOLOGY OFFICE  
DEPARTMENT OF GENERAL SERVICES  
DEPARTMENT OF PURCHASING & CONTRACTING

GRAND JURY  
HUMAN RESOURCES  
REGISTRAR OF VOTERS  
RETIREMENT ASSOCIATION  
TREASURER-TAX COLLECTOR

This subgrant agreement (“Agreement”) is entered into between the County of San Diego, a political subdivision of the State of California (“County”) and City of Escondido, (“Grantee”) effective as of May 19, 2020.

WHEREAS, the County has received an allocation from the Coronavirus Relief Fund (“CRF”) established under Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act;

WHEREAS, CRF funding may only be used to cover costs that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

such costs to be referred to herein as “Eligible Expenditures;”

WHEREAS, the County may allocate CRF funding to cities as long as cities spend the funding in accordance with the CARES Act and only for Eligible Expenditures;

WHEREAS, the County finds it necessary to provide financial assistance to cities within the County’s geographical boundaries due to the public health emergency with respect to COVID-19 and that such assistance is an eligible expense under the CARES Act;

WHEREAS, on May 19, 2020, the Board of Supervisors allocated funding for the purposes set forth in this Agreement and authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Grantee agree as follows:

1. Amount of Grant. The County shall pay to Grantee an amount of \$2,713,486 in accordance with the terms of this Agreement.
2. Purpose of Grant. Grantee shall use the funds solely for Eligible Expenses and in accordance with the terms set forth in this Agreement.
3. Deadline for Use of Grant Funds. Grantee shall have until September 30, 2020 to expend funds under this Agreement and/or return any unexpended funds to County.
4. Reports and Documentation of Expenditures.
  - (a) Prior to County’s disbursement of funds under this Agreement, Grantee shall deliver to County a report detailing Grantee’s anticipated use of the funds.

- (b) On July 31, 2020, Grantee shall deliver to County a report detailing Grantee’s expenditure of funds to date and Grantee’s anticipated use of any remaining funds.
  - (c) County reserves the right to withhold or reduce funding under this Agreement if County determines, in its sole discretion, that any or all of Grantee’s anticipated use of funds is ineligible for CRF funding.
  - (d) On September 30, 2020, or on the effective date of termination of this Agreement if terminated earlier, Grantee shall deliver to County a report along with supporting documentation detailing Grantee’s expenditure of funds to date and Grantee shall deliver to County all unexpended funds.
5. Disallowance. If County determines that any amount of Grantee’s expenditures under this Agreement lacks the required documentation or is ineligible for CRF funding, Grantee shall refund such amount to the County within fifteen (15) days of County’s written request.
  6. Subsequent Funding. Notwithstanding anything to the contrary contained herein, if Grantee is awarded direct federal funding to address COVID-19-related impacts, Grantee shall refund to County within ten (10) days of Grantee’s receipt of such federal funding the lesser of (a) the funds paid to Grantee under this Agreement and (b) the federal funds awarded to Grantee.
  7. Compliance with Laws. Grantee shall comply with all applicable federal, State, and local laws, ordinances, and regulations, including, without limitation, requirements regarding the use grant funds under the CARES Act that are in effect as of the effective date of this Agreement and that may later be enacted or promulgated. Without limiting the foregoing, Grantee shall comply with all applicable federal requirements set forth in Exhibit A, Federal Requirements, attached hereto.
  8. Agreement Administration. The individuals listed below shall administer this Agreement on behalf of the County and Grantee. All communications between Grantee and the County shall be sent to the individuals listed below.

<b>County of San Diego</b>	<b>City of Escondido</b>
Ebony Shelton Director, Office of Financial Planning 1600 Pacific Highway, Room 352, San Diego, CA 92101 (619) 531-5177 <a href="mailto:ebony.shelton@sdcounty.ca.gov">ebony.shelton@sdcounty.ca.gov</a>	Jeffrey Epp City Manager 201 North Broadway, Escondido, CA 92025 (760) 839-4631 <a href="mailto:jepp@escondido.org">jepp@escondido.org</a>

9. Audit and Inspection of Records. At any time during normal business hours, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination

within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four years following Grantee's submission of the final report required to be submitted under this Agreement unless County agrees in writing to an earlier disposition. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.

10. Termination of Agreement.

(a) Termination for Convenience.

The County may, by written notice to Grantee stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Within five (5) days of such termination, Grantee shall return to County any unexpended funds paid to it under this Agreement.

(b) Termination for Default.

If Grantee fails to perform its obligations under this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within five (5) business days following receipt of the notice of default, or within such additional time to which County may agree. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.

11. Independent Capacity. In the performance of this Agreement, Grantee and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.

12. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Paragraph 12 shall specifically apply to any actions against the County by a federal agency to disallow funds or otherwise enforce compliance under the CARES Act or other federal requirements.

13. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California.
14. Assignment. Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
15. Entire Agreement. This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by County and Grantee.
16. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
17. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.
18. Remedies. The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
19. Recognition. If Grantee chooses to give written recognition of this grant Grantee shall recognize the County of San Diego and not one or more individual County Supervisors.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement effective on the date first written above.

COUNTY OF SAN DIEGO

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Ebony Shelton, Director, Office of Financial  
Planning

By: \_\_\_\_\_  
Jeffrey Epp, City Manager

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

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

Approved as to form and legality  
County Counsel

By: \_\_\_\_\_  
Shiri Hoffman, Senior Deputy

Grantee shall comply with all applicable requirements associated with the CARES Act Coronavirus Relief Fund. Grantee shall also comply with all applicable requirements of 2 CFR Part 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including, without limitation, the following:

1. DEBARMENT AND SUSPENSION.

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Grantee is required to verify that none of their principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction they enter into.
- (c) This certification is a material representation of fact relied upon by County. If it is later determined that Grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

2. SINGLE AUDIT. Grantee shall comply with the Single Audit requirements of 2 CFR Part 200.501, et seq.

3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that federal funding under the CARES Act is used to fund this Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

4. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County or Grantee, or any other party pertaining to any matter resulting from the Agreement.

5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Grantee's actions pertaining to this Agreement.



Jeffrey Epp  
City Manager  
201 North Broadway, Escondido, CA 92025  
Phone: (760) 839-4897

June 8, 2020

Ms. Ebony Shelton  
County of San Diego  
1600 Pacific Highway, Room 352  
San Diego, CA 92101

Dear Ms. Shelton,

The City of Escondido would like to express our sincere thanks to the County of San Diego for their generous CARES Act subgrant to the City of Escondido.

It is our intention to use funds from the subgrant to cover COVID-19 costs already incurred by the City's initial response to the pandemic. As a result of county ordinances on social distancing, the City has identified a number of projects which will increase the protection of City staff as well as our citizens. Lastly, the City plans to use any remaining grant funds for economic development that will enhance the City's ability to serve the citizens of Escondido. Please see the attached list of anticipated expenditures for the subgrant.

The City of Escondido agrees to provide the County a progress report on July 31, 2020 detailing the expenditure of funds and the City's anticipated use of any remaining funds. On September 30, 2020, the City of Escondido will return to the County any unexpended funds and a detailed report of all funds used. The County may have complete access to our files and financial records relating to the subgrant.

Thank you again and the City of Escondido looks forward to working with you during this pandemic.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Epp".

Mr. Jeffrey Epp  
City Manager  
City of Escondido

# City of Escondido

## COUNTY CARES Act Subgrant

### Proposed Projects and Purchases

**Escondido Current COVID-19 Expenses as of May 16, 2020: \$586,151**

**Proposed Purchases:**

- *Public Works: Equipment for disinfecting public spaces*
  - Power washers and Backpack Disinfectors \$20,000
- *Info Sys: Hardware and software to support telecommuting*
  - Citywide Video Conference H/W and S/W \$50,000
  - Information Systems: Remote Desktop Expansion \$30,000
  - Laptops for Telecommuting \$75,000
  - Two-Factor Authentication for remote access \$10,000
- *Citywide: Promote hygiene and social distancing*
  - Self-Standing Hand Sanitizer \$8,000
  - Passive IR Temp Stations \$30,000
  - Hire full-time Park Ranger to enforce COVID-19 Rules \$25,000
- *City Hall: Promote social distancing via automated info sources*
  - Information Kiosk to reduce interaction with staff \$30,000
  - Utility Bill Paying Kiosk or Pay window modification \$40,000
- *Fire: Equipment required for wildfire camps due to COVID-19*
  - Tent Cots \$5,000

**Total of Proposed Expenses and Purchases: \$909,151**

**Additional Projects after above expenditures (estimates):**

- *Economic Development*
  - Business Grants \$1,000,000
  - Restaurant Grants \$100,000
  - Grant Administration Fee (SDNEDC) \$100,000
  - Residents (Rent relief) \$340,849
- *24 Hour Library Kiosk (Eastern Escondido) \$250,000*

**Total of all anticipated expenditures: \$2,700,000**

## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 12 (B)**

**June 24, 2020**

**File No. 0480-70**

SUBJECT: Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Chief of Police to accept a Department of Justice Fiscal Year ("FY") 2020 Coronavirus Emergency Supplemental Funding Program grant in the amount of \$125,276; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments (see Attachment 1) needed to spend grant funds.

BACKGROUND:

The Escondido Police Department ("EPD") received a \$125,276 FY 2020 Coronavirus Emergency Supplemental Funding Program Grant. The grant funds are provided by the Department of Justice, and funding is available to law enforcement agencies that participate in the Local Edward Byrne Memorial Justice Assistance Grant Program. Grant funds must be used to prevent, prepare for, and respond to coronavirus. The EPD proposes to use this funding to pay for coronavirus related overtime; personal protective equipment (masks, gloves, etc.); disinfecting supplies; and new software technology that will allow the Police Department to provide the community with vital information and updates via emails and text messages.

- Overtime Expenses
  - The EPD proposes to use grant funds to cover backfill expenses for employees that have been impacted by the coronavirus. Backfill overtime would allow the department to maintain appropriate staffing levels to keep the community safe while permitting employees who are affected by the illness to remain in isolation.
  - The EPD proposes to use grant funds to cover Special Details to keep the community safe. Possible overtime expenses could include hospital and testing-site security.
- Personal Protective Equipment Costs
  - The EPD proposes to use grant funds to cover expenses related to procurement of items used to help mitigate the spread of coronavirus. Items such as gloves, masks, protective gowns, boot covers, and face shields could be purchased.

- Supply Expenses
  - The EPD proposes to use grant funds to cover expenses related to the procurement of supplies used to clean and sanitize staff areas and help staff reduce the possibility of infection. Supplies such as hand sanitizer, soap, thermometers, and disinfecting products could be purchased.
  
- Software Technology Cost
  - The EPD proposes to use grant funds to purchase SPIDR Technology software to enhance digital communication with the community. The SPIDR Technology platform is designed to incorporate relevant data from the Escondido Police Department’s Computer Aided Dispatch (“CAD”) system to automatically generate and send customized text and email messages to crime victims and reporting parties. The technology will update the public with important case information including suspect arrests and follow-up information.
  - SPIDR Technology also generates public surveys and requests feedback from the community. The surveys and feedback will enable the EPD to benchmark and track community perception of police service. This information will be analyzed and used to enhance community contacts and relationships.
  - SPIDR Technology would allow the EPD to digitally share valuable information with the community, while maintaining coronavirus social distancing practices.

FY 2020 Coronavirus Emergency Supplemental Funding Program Grant – Budget Detail:

Overtime expenses	Special Detail and Backfill Overtime	\$ 40,186
Personal Protective Gear	Gloves, Masks, Face Shields, etc.	\$ 15,320
Supplies	Hand Sanitizer, Thermometers, etc.	\$ 9,770
SPIDR Technology	Software	\$ 60,000
<b>TOTAL:</b>		<b>\$125,276</b>

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police  
 6/18/20 10:48 a.m.

ATTACHMENTS:

1. Attachment 1 - Budget Adjustment





## CITY COUNCIL STAFF REPORT

**Current Business Item. 13**

**June 24, 2020**

**File No. 0120-10**

SUBJECT: Annual Appointments to Boards and Commissions

DEPARTMENT: City Clerk

RECOMMENDATION:

It is recommended that the City Council ratify the Mayor's appointments to serve on the following Boards and Commissions; terms to expire March 31, 2024, except as noted:

- Building Advisory & Appeals Board 2 appointments
- Historic Preservation Commission 3 appointments
- Library Board of Trustees (3-year term) 2 appointments (*Terms to expire March 31, 2023*)
- Planning Commission 5 appointments (*One Term Expires March 31, 2022*)
- Public Art Commission 2 appointments
- Transportation/Community Safety 2 appointments

BACKGROUND:

All Board/Commission appointments will be for a term of four (4) years with the exception of the Library Board of Trustees, who serve three (3) year terms, and one Planning Commission appointment, who will serve (2) years due to an unscheduled vacancy.

In accordance with State law, the Mayor will nominate members for each Board or Commission and the City Council will vote to ratify those nominations.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Zachary Beck*, City Clerk  
6/18/20 9:05 a.m.

ATTACHMENTS:

None

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 14**

**June 24, 2020**

**File No. 0810-20**

SUBJECT: Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is requested that the City consider the adoption of Ordinance No. 2020-16 which would restate and extend the expiration of Urgency Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak.

FISCAL ANALYSIS:

It is unknown at this time what, if any, fiscal impact the adoption of a local eviction moratorium will have on the City of Escondido. The City has not exempted itself from the operation of the Ordinance and, because it has existing leases which would be affected by this law, the City's receipt of such lease revenue receipts will be delayed.

Multiple extensions of the moratorium may and likely will raise certain legal issues and claims with respect to landlord rights. Given the unprecedented nature of the COVID-19 pandemic it is difficult to accurately anticipate how courts and/or juries will judge local agency ordinances inhibiting landlords from retaking their properties for a failure to pay rent for an extended period of time.

PREVIOUS ACTIONS:

On March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, the City Manager, acting in his capacity as the Director of Emergency Services ("Director"), issued a Local Emergency Proclamation related to the COVID-19 pandemic.

On March 18, 2020, pursuant to Resolution No. 2020-01, the City Council ratified the Director's Proclamation and issued its own Local Emergency Proclamation. See Attachment 1.

On April 8, 2020, the City Council adopted Urgency Ordinance No. 2020-09R which imposed a temporary moratorium on commercial and residential evictions due to nonpayment of rent due to specified economic and health impacts arising out of the COVID-19 pandemic. The Ordinance was set to expire by its terms on May 31, 2020. See Attachments 2 and 3.

On May 20, 2020, the City Council adopted Ordinance No. 2020-13R which extended the temporary eviction moratorium until June 30, 2020. See Attachments 4 and 5.

BACKGROUND:

Status of the COVID-19 Crisis and Efforts to Combat the Effects of the Pandemic.

Prior Staff Reports dated April 8 and May 20, 2020, and Ordinances 2020-09R and 2020-13, include detailed background on the underlying facts supporting the justification for the adoption of a temporary eviction moratorium in the City of Escondido. Relevant portions of those Staff Reports and Ordinances are attached to this Staff Report and incorporated herein as though fully set forth.

Since the adoption of the last extension of eviction moratorium Urgency Ordinance in May, the State of California and the County of San Diego have further eased the restrictions on the ability of businesses to re-open to the public. In addition to the stay-at-home orders prohibiting non-essential travel and movement, the corresponding business shutdowns was a significant driver in the need for the eviction moratoriums in the first instance. The sudden loss of employment created a substantial economic pressure on tenants who were unable to pay their rent and other bills and nonpayment would have allowed landlords to initiate eviction proceedings under the rental agreements and California law. The potential for mass evictions and unprecedented homelessness of families would create a health and safety crisis which would be difficult to manage and reverse. Although the State court system had effectively prevented the filing of new eviction cases by an additional emergency order, the opportunity for localized control over landlords in the jurisdiction had the added benefit of ensuring that threats of eviction would be effectively eliminated.

Today, in addition to one-time economic stimulus checks issued by the federal government and increased state unemployment insurance benefits providing some income to tenants, the employment picture has improved to some extent from the beginning of the COVID-19 crisis. Although certain restrictions are still in place and businesses are clearly not operating at their pre-COVID capacities, the County and State have approved the opening of additional industries and employment opportunities over the past few weeks. However, that momentum may stall and even reverse if testing and hospital admissions reflect a resurgence in infection rates.

The County Department of Health issues regular updates to the public which include statistical information on the state of the pandemic crisis in the incorporated and unincorporated areas of the County. The reports provide, *inter alia*, positive test results counts, hospitalizations, deaths and related demographic information. The most recent reports reflect that there are still active positive testing occurring on a daily basis and deaths. There is no reasonable dispute that the potential spread of the COVID-19 virus continues to pose an extreme peril to the safety of persons and property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

## Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

June 24, 2020

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Many cities and San Diego County itself (as to the unincorporated areas of the County) have enacted eviction moratoriums for residential and commercial tenancies. Some have extended those moratoriums for durations of 30 days.

### State Executive Orders and Pending Legislation.

On March 16, 2020, the Governor issued Executive Order N-28-20, which authorized local governments to halt evictions from (residential) renters impacted by the COVID-19 pandemic. On March 27, 2020, the Governor issued Executive Order N-37-20 providing an extended answer period (60 days) to residential tenants who have suffered COVID-19 related income loss and meet certain other criteria and banning the enforcement of eviction orders on such tenants.

The California legislature has before it bills intended to address the issue of evictions in the housing and commercial tenant markets. Under SB 939, a commercial landlord would be prohibited from serving a notice of eviction on an COVID-19 eligible commercial tenant until 90 days after the state of emergency is lifted; provide a means of stopping an eviction in process; limit late fees; prohibit harassing or threatening behavior towards tenants; and, authorize an eligible tenant to engage in negotiations with its landlord, including proposed lease modifications the tenant is seeking, and if mutual agreement is not reached, the tenant can then terminate the lease, eliminate future rent and fees, eliminate third-party guarantees associated with the lease, and provide the tenant 12 months after vacating the property to pay only three (3) months of past due rent incurred.

SB 1410, introduced earlier this year, would create a COVID-19 Emergency Rental Assistance Program administered by the California Housing and Community Development Department. Under the bill, if a household demonstrates an inability to pay all or any part of the household's rent due up to December 31, 2020, due to COVID-19, and the landlord consents to participate in the program, the tenant could pay 80% of the rent and that would satisfy all obligations of the tenant and no rent increases or eviction actions could be taken.

AB 1436, amended on June 10, 2020, would provide that a tenant who failed to pay rent that accrued during or within 90 days after the termination of the COVID-19 state of emergency cannot be deemed to be in default and would prohibit an action for recovery of unpaid rent until 15 months after the state of emergency is terminated. Further, this proposed legislation would require a landlord seeking to recover past due rent to submit under penalty of perjury a verified complaint or other document showing the amount of any payments, mortgage forbearance, mortgage forgiveness or property tax reduction obtained from lenders or government agencies to offset or replace lost rental income and a court would be required to offset such amounts from the rent payments due the landlord.

### State Court Rules Addressing Evictions.

In April and May, 2020, the Judicial Council for the California court system and the San Diego Superior Court, issued a series of Emergency and General Orders, including Emergency Order 1,

which prevents courts from issuing summons on unlawful detainer complaints or issuing defaults in such actions with few exceptions. The Court had significantly scaled back court hearings, operations and public access in an effort to ensure the health and safety of the public, court employees, attorneys, litigants and judicial officers. The court found that unlawful detainers were particularly problematic because they were held in departments with high volume caseloads involving many litigants in a single courtroom; they required fast legal responses (five days) and access to legal advice was not readily available; and, these actions threatened to remove people from their homes in which they had been ordered to remain.

The Chief Justice of the California Supreme Court, Chief Justice Tani Cantil-Sakauye, recently halted a Judicial Council vote to end the restrictions on eviction filings and proceedings. The Chief Justice found that the Governor and state legislature should work on various proposals to address the issue of evictions and foreclosures and has kept in place the existing Emergency Order prohibiting the issuance of summons on unlawful detainer and evictions proceedings.

#### Proposed Extension of Moratorium to July 31, 2020.

The City Council's original Urgency Ordinance by its terms was set to expire on May 31, 2020. On May 20, 2020, the City Council unanimously adopted a 30-day extension of the moratorium via an Urgency Ordinance to ensure it was effective immediately.

The June 24, 2020, City Council meeting will be the last regular meeting of the City Council before the existing extension of the Ordinance expires. As a result, the City Council is presented with an opportunity to reassess the underlying circumstances giving rise to the urgency ordinance adoption and determine whether the current status of the pandemic and anticipated immediate future for the next thirty-one (31) days supports an extension of the Ordinance until July 31, 2020.

The non-exhaustive arguments in support of and against the extension can be summarized as follows:

#### Arguments Supporting Additional Extension:

- There continues to exist a state of economic difficulties and uncertainty for residential and commercial tenants arising out of the COVID-19 pandemic which is directly affecting these tenants alike. The tenants have no control over the speed and scope of State and County health orders which allow for reopening activity.
- There continues to be health concerns at the state and county levels over infection rates and the potential for reversing the current flattening trend to begin an increase in positive cases.
- The unrestricted ability to evict tenants for nonpayment of rent caused by COVID-19 circumstances will cause significant impairment to ensuring that current health orders are complied with.

## Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

June 24, 2020

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- The potential for continued business failures will have a direct impact on the overall recovery of the local economy.
- The Chief Justice of the California Supreme Court recently found that unrestricted evictions create the need for legislative action and based on that finding, halted an effort to reopen the opportunity for evictions on August 3, 2020.
- The City's Declaration of Local Emergency has not been rescinded and is still active.

### Arguments Supporting Allowing for the Expiration of the Moratorium:

- Unemployment claim numbers appear to be trending down to suggest that there has been some measureable amount of business recovery and thereby, the loss of employment (and income) creating the inability to pay rent has been somewhat ameliorated.
- Positive test, hospitalization and death statistics suggest that the efforts to flatten the curve have been successful and there is less likelihood that COVID-19 health-related causes will affect a tenant's ability to pay rent.
- A continued moratorium and delay in the tenant's obligation to pay the accrued past-due rent poses the potential for an unsustainable and unrecoverable debt for certain tenants and a corresponding risk of loss of past due rent to landlords.
- There already exists a 3 month payoff opportunity for the tenants that has not accrued late fees or penalties and, as the economy recovers, that period should be sufficient to minimize the impact of COVID-19.
- The state court system has in place a freeze on evictions and foreclosure actions which renders a local ordinance unnecessary and/or duplicative.
- Landlords argue that the moratorium has had the effect of eliminating a private property right to turn over property to paying tenants. Landlords relying on the rental income to pay their own bills have been disadvantaged by not having any recourse to the loss of income.

If the City Council is interested in extending the current moratorium, staff does not recommend an extension of the moratorium beyond July 31, 2020, without a further analysis of the effect of the State and County health orders on residents and businesses.

### Urgency Ordinance.

Pursuant to the Government Code, the City Council may enact an urgency ordinance which takes effect immediately. Typically, ordinances may not be passed within five days of their introduction. However, pursuant to Government Code Section 36934, an urgency ordinance may be passed immediately.

Furthermore, while a typical ordinance takes effect 30 days after final passage, an urgency ordinance for the immediate preservation of the public peace, health or safety containing a declaration of the facts constituting the urgency, and passed by a four-fifths vote of the city council, takes effect immediately. See Government Code Section 36937(b).

CONCLUSION:

The City Council, pursuant to its inherent police powers under the state constitution and state law, has the authority to enact laws for the safety and protection of its residents. The declaration of the Local Emergency as well as the existence of numerous similar declarations at all levels of national and state governments, provide support for the findings that the current health and financial circumstances of the COVID-19 emergency require creative and effective measures to protect the residents and businesses in this jurisdiction. An extension of the expiration for thirty-one (31) days, provided a sufficient factual basis is identified, would be consistent with the City Council's general police powers.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michael R. McGuinness*, City Attorney  
6/17/20 4:15 p.m.

ATTACHMENTS:

1. Attachment 1 – City Council Proclamation 2020-01 (Proclamation of Local Emergency)
2. Attachment 2 – Staff Report dated April 8, 2020 (w/o attachments)
3. Attachment 3 – Urgency Ordinance No. 2020-09R
4. Attachment 4 – Staff Report dated May 20, 2020 (w/o attachments)
5. Attachment 5 – Urgency Ordinance No. 2020-13R (Urgency Ordinance)
6. Ordinance No. 2020-16

COUNCIL PROCLAMATION NO. 2020-01

A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF ESCONDIDO DECLARING A  
LOCAL EMERGENCY EXISTS  
THROUGHOUT THE CITY

WHEREAS, on March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, and specifically Section 7-6(a)(1), the City Manager, in his role as the Director of Emergency Services ("Director"), was authorized to and did in fact issue a proclamation, Proclamation No. 2020-01, of the existence or threatened existence of an emergency when the City Council was not in session; and

WHEREAS, at the time of the Director's Proclamation No. 2020-01, the City Council had adjourned to their next scheduled session noticed for Wednesday, March 18, 2020; and

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) there have been numerous deaths attributed to COVID-19 in the United States; and

ATTACHMENT 1

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (WHO), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to all residents “to heed any orders and guidance of state and local public health officials, including the imposition of social distancing measures, to control the spread of COVID-19;” and

WHEREAS, according to various current public health directives, guidelines, and recommendations, gatherings of more than 50 people should be cancelled or postponed and all smaller events should proceed only if a six foot separation of participants can be observed; and

ATTACHMENT 1

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, the COVID-19 virus has the potential to severely impact the necessary services performed by the City of Escondido, including the response times for police and fire department personnel, the holding of public meetings, as well as the regular functioning of City business should city staff and employees be infected or additional orders of quarantine be implemented; and

WHEREAS, the potential spread of the COVID-19 virus poses an extreme peril to the safety of persons and property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

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

1. That the above recitations are true and correct.
2. That the Director of Emergency Services had authority to, and did in fact properly, issue Proclamation No. 2020-01 on March 16, 2020, declaring a local

ATTACHMENT 1

emergency in the City of Escondido pursuant to Chapter 7 of the Escondido Municipal Code, which such action is hereby ratified.

3. That the City Council hereby finds, declares and proclaims that a local emergency currently exists, has existed since on or about March 13, 2020, and will continue to exist for an unknown period in the City of Escondido due to the continued spread of the COVID-19 virus and the collateral consequences of the virus on residents, businesses, health care providers, social service agencies, and City personnel.
4. That during the existence of this local emergency, the powers, functions and duties of the Disaster Council and Director of Emergency Services established by Chapter 7 of the Escondido Municipal Code, those of the full City Council, and those of all City employees, including police and fire department personnel, shall be those as prescribed by state law and the ordinances and resolutions of the City of Escondido.
5. That this emergency Council Proclamation shall expire upon a Resolution by the City Council of the City of Escondido, or as otherwise required by law.

Dated: \_\_\_\_\_

3/18/2020

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

Paul M. McNamara

Paul McNamara, Mayor  
City of Escondido



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 17**

**April 8, 2020**

**File No. 0220-65**

**SUBJECT:** Consideration of Adoption of Temporary Eviction Moratorium and/or Other Measures to Address Economic Impact of COVID-19 Emergency; Review of Local Emergency Proclamation

**DEPARTMENT:** City Attorney's Office

**RECOMMENDATION:**

It is requested that the City Council take public input, discuss and consider the adoption of Urgency Ordinance No. 2020-09 enacting a temporary moratorium on residential and commercial evictions, and/or take other measures to address housing issues, arising out of the Local Emergency related to the COVID-19 pandemic outbreak. The City Council should further consider the existing Local Emergency Proclamation as required by state law.

**FISCAL ANALYSIS:**

It is unknown at this time what, if any, fiscal impact the adoption of a local eviction moratorium will have on the City of Escondido. The City would not exempt itself from the operation of the Ordinance and because it has existing leases which would be affected by this law, the City's receipt of such lease revenue receipts may be delayed.

The overall financial impacts on sales tax revenues and other unreimbursed costs associated with this emergency will likely be substantial and a mass failure of businesses caused by evictions will have a clear and long-term impact on the City's ability to recover from the current market conditions.

**PREVIOUS ACTION:**

On March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, the City Manager, acting in his capacity as the Director of Emergency Services ("Director"), issued a Local Emergency Proclamation related to the COVID-19 pandemic. On March 18, 2020, pursuant to Resolution No. 2020-01, the City Council ratified the Director's Proclamation and issued its own Local Emergency Proclamation (See Attachment 3).

**BACKGROUND:**

**Local Emergency Related to COVID-19.**

A novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world. The COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to

## Consideration of Adoption of Eviction Moratorium

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6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic.

There have been numerous deaths attributed to COVID-19 in the United States and around the world. Health agencies have recommended various protective measures to reduce the likelihood of transmission of the virus. The World Health Organization, as of March 11, 2020, identified the present circumstances as a pandemic.

The President of the United States, the State of California, the County of San Diego, all local cities in the County issued proclamations and declarations of emergency and adopted various measures to address the myriad of economic consequences of this event. On March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, the City Manager, in his role as the Director of Emergency Services ("Director"), was authorized to and did in fact issue a proclamation, Proclamation No. 2020-01, of the existence or threatened existence of an emergency given that the City Council was not then in session. On March 18, 2020, the City Council ratified the Director's Proclamation and issued its own Proclamation of Local Emergency arising out of the COVID-19 pandemic.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 (see Attachment 2) which effectively operated as a stay-at-home order prohibiting non-essential travel and the gathering of groups of persons. The Order closed bars, restaurants, and numerous places which provided employment to City residents. Additionally, the closure of businesses caused by the stay at home Order will materially affect the ability of businesses to timely pay their commercial lease obligations. These events were clearly out of the control of the businesses and the length of the state orders are equally something that local businesses cannot control or effectively work around.

In addition to the severe impact this emergency has caused on the City's ability to perform and deliver necessary services to its residents, and the long-term substantial financial impact on City revenues from sales tax and related revenue streams, unemployment claims nationwide have skyrocketed and the City has received several notices pursuant to California Labor Code Sections 1401, *et. seq.* (WARN Act) regarding mass layoffs at numerous Escondido businesses and food establishments. These events evidence that there has in fact been a substantial impact on the ability City residents to remain employed and earn sufficient income to pay rent, buy food, and cover normal monthly bills.

There is no reasonable dispute that the potential spread of the COVID-19 virus poses an extreme peril to the safety of persons and property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

Many cities and San Diego County itself (as to the unincorporated areas of the County) have enacted eviction moratoriums for residential and commercial tenancies. The legal support for these ordinances are premised on the general police powers of local public entities under the California Constitution and Governor Newsom's Executive Order N-28-20 (see Attachment 1).

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### General City Police Powers.

The California Constitution at Art XI, § 7 provides that “a county or city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.” Generally referred to as the “police powers,” it is a well-recognized tenant of state and constitutional law that local and state governments may enact laws to provide for the protection of public safety, health, comfort and general welfare of its residents. The laws must be reasonably related to the legitimate protection and promotion of a public good such as the health and welfare of its residents.

There is a legitimate basis for the City Council to conclude that there are clear and present economic consequences of the unprecedented stay-at-home orders, including the closing of bars and restaurants for dine-in service, and allowance for essential travel only; the social distancing orders prohibiting the gathering of people, including workers at local businesses; the closing of all schools and the courts; the general and pervasive public fear of contracting a deadly virus for which no known cure has been identified; the consequences of mass residential evictions increasing the homelessness population; and the anticipated economic disaster that will occur to both the City and the business owners if a significant number of businesses are being shuttered, and their employees terminated. A temporary moratorium of residential and commercial tenants, based on these COVID-related circumstances, is a reasonable exercise of a local agency’s police powers.

In addition to the state constitutional authority for local health and safety laws, state law allows for local agencies to enact orders and regulations necessary to provide for the protection of life and property. Government Code Section 8634 provides in relevant part that during a local emergency, the governing body may promulgate orders and regulations “necessary to provide for the protection of life and property” provided such orders and regulations are in writing and given widespread publicity and notice.

### Executive Orders Related to Residential Eviction Moratoria.

On March 16, 2020, Governor Newsome issued Executive Order N-28-20. The Order provides in relevant part that:

1. Penal Code Section 396, which prohibits the eviction and re-rental of a housing unit during the 30 day period after the declaration of a national, state or local emergency, would be extended to the date certain of May 31, 2020.
2. To the extent state law restricts or prohibits local agencies from exercising their police powers to impose limitations on residential or commercial evictions, such laws are “hereby suspended to the extent that it would preempt or otherwise restrict such exercise.”

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Thereafter, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 which placed a statewide moratorium on residential evictions caused by the COVID-19 pandemic. Pursuant to Order N-37-20, residential tenants may not be evicted through May 31, 2020, provided they can document that their inability to pay all or a portion of their rent is caused by (1) their unavailability to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member with COVID-19; (2) the tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency or related government response; or (3) the tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

Proposed Ordinance.

The City Council has before it an ordinance which is intended to compliment, not supplant or contradict, the existing state Executive Orders. Executive Orders N-28-20 by its terms was intended to remove barriers preventing local agencies from enacting temporary moratorium for both commercial and residential evictions based on impacts related to COVID-19. Executive Order N-37-20 specifically provided on a statewide basis protection for residential tenants only relief from the potential for an eviction due to the economic impacts of COVID-19.

The instant ordinance includes temporary eviction protection for both commercial and residential tenants. The essential components of the ordinance include:

1. It will be unlawful for a landlord to evict a tenant for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord that the tenant is unable to pay rent due to financial impacts related to COVID-19 within 7 days after the rent is due, or within 7 days after the effective date of the ordinance, whichever is later.
2. "Financial impacts related to COVID-19" is defined as follows:
  - a. A substantial decrease in household or business income (including decreases caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
  - b. The decrease in household or business income or the out-of-pocket medical expenses was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
  - c. The decrease in household or business income or the out-of-pocket medical expenses and causation by COVID-19 is documented in writing; and
  - d. As otherwise provided for in state law, including Executive Order N-37-20.
3. The notice required under the ordinance must be given in writing and delivered pursuant to the notice required under the terms of a lease or other rental agreement. If no written lease or rental agreement exists, the notice must be delivered personally, or by U.S. mail,

## Consideration of Adoption of Eviction Moratorium

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- email or text messaging to the landlord, the landlord's representative or agent, and/or at the address where rent is customarily paid.
4. Once the landlord receives the required notice, eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease.
  5. Within 14 days of providing notice described in this Ordinance, or within such time as possible due to events outside of the tenant's reasonable control but in no event more than 21 days, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent.
  6. The tenant's documentation may include such items as paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities.
  7. Any medical or financial information provided to the landlord related to the ordinance must be held in confidence and only used for evaluating the residential or commercial tenant's claim.
  8. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame in the ordinance, the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
  9. The Ordinance does not relieve a tenant of the obligation to pay rent, or restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.
  10. The City can enforce this law against individuals or entities who knowingly or intentionally violate it or by falsifying information to qualify for the relief granted under it pursuant to the Escondido Municipal Code as a criminal matter or pursuant to any other remedies legally available to it, such as administrative violations.
  11. The ordinance expires on May 31, 2020, unless extended by the City Council.

### Urgency Ordinance.

Pursuant to the Government Code, the City Council may enact an urgency ordinance which takes effect immediately. Typically, ordinances may not be passed within five days of their introduction. However, pursuant to Government Code Section 36934, an urgency ordinance may be passed immediately.

Furthermore, while a typical ordinance takes effect 30 days after final passage, an urgency ordinance for the immediate preservation of the public peace, health or safety containing a declaration of the

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facts constituting the urgency, and passed by a four-fifths vote of the city council, takes effect immediately. See Government Code Section 36937(b).

Review of Local Emergency Proclamation.

Pursuant to the Government Code, the Council must review the Local Emergency Proclamation periodically until the emergency is resolved. Given that the health conditions, including the rapid increase in confirmed COVID-19 cases and deaths related to the disease are on the rise, and substantial health preservation orders as well as economic stabilization measures are still being enacted at the federal, state and county levels, there are reasonable grounds to continue the Local Emergency.

CONCLUSION:

The City Council, pursuant to its inherent police powers under the state constitution and state law, has the authority to enact laws for the safety and protection of its residents. The declaration of the Local Emergency as well as the existence of numerous similar declarations at all levels of national and state governments reflect that the current health and financial circumstances of the COVID-19 emergency require creative and effective measures to protect the residents and businesses in this jurisdiction.

The existing conditions which prompted the Director's and City Council's Proclamation of Local Emergency continue to exist and the Proclamation and its directives should remain in place at this time.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michael R. McGuinness*, City Attorney  
4/2/20 7:12 a.m.

ATTACHMENTS:

1. Attachment 1 – Executive Order N-28-20
2. Attachment 2 – Executive Order N-37-20
3. Attachment 3 – Proclamation No. 2020-01 (Proclamation of Local Emergency)
4. Ordinance No. 2020-09 (Urgency Ordinance)

## ORDINANCE NO. 2020-09R

## AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ENACTING A TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (WHO), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020 the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, as of March 29, 2020, the County of San Diego reports five hundred and nineteen (519) San Diego County resident cases which have tested positive or are presumptive positive for COVID-19, and seven (7) deaths, and the number is expected to increase; and

WHEREAS, pursuant to Health and Safety Code § 12175.5(b) and the Order of the Health Officer and Emergency Regulations ("County Order") issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity's control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20 which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and

state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, the Director recommends that the City Council adopt the below Ordinance as a local measure in order to protect life and property of the residents and businesses of Escondido affected by the declared emergency; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, current state law, including Penal Code Section 396, subsections (e) and (f), does not provide sufficient protections to residential and commercial tenants experiencing the unprecedented economic consequences of shuttered businesses, mass layoffs and the inability to find replacement work and housing caused by the COVID-19 pandemic; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this Ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. City Council Proclamation No. 2020-01 ratifying the local emergency declaration of the Emergency Services Director and declaring the existence of an ongoing Local Emergency related to COVID-19, and California Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01 and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, §7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby enacts a

temporary moratorium on evictions of residential and commercial tenants (collectively “tenant”) impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or within seven (7) days after the effective date of this Ordinance, whichever is later, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, “financial impacts related to COVID-19” is defined as follows:
  1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
  2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
  3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by

COVID-19 described in subparagraph (2) must be documented in writing.

4. As otherwise provided for in state law, including but not limited to Executive Order N-37-20.
  - c. For purposes of this Ordinance, "notice" must be given in writing and delivered either (1) pursuant to the notice required under the terms of a lease or other rental agreement or (2) delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord's representative or agent, and/or at the address where rent is customarily paid.
  - d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.
  - e. Within fourteen (14) days of providing notice described in this Ordinance, or within such time as possible due to events outside of the tenant's reasonable control but in no event more than twenty (21) days, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to

the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.

- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On June 1, 2020, a tenant who provided the notice and documentation required in this Ordinance shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices, served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the

provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business on May 31, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

URGENCY ORDINANCE PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 8<sup>th</sup> day of April 2020, by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:  
*Paul McNamara*  
CAACE20782954D3  
PAUL MCNAMARA, Mayor of the City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...  
ZACK BECK, City Clerk of the City of Escondido, California

\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO : ss. )  
CITY OF ESCONDIDO )

I, ZACK BECK, City Clerk of the City of Escondido, hereby certify that the foregoing URGENCY ORDINANCE NO. 2020-09R was passed at a regular meeting of the City Council of the City of Escondido held on the 8<sup>th</sup> day of April, 2020 after having been read at the regular meeting of said City Council.

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...  
ZACK BACK, City Clerk of the City of Escondido, California



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 17**

**May 20, 2020**

**File No. 0220-65**

**SUBJECT:** Consideration of Extension of Temporary Eviction Moratorium Arising Out of Impact of COVID-19 Emergency

**DEPARTMENT:** City Attorney's Office

**RECOMMENDATION:**

It is requested that the City consider the adoption of Ordinance No. 2020-13 which would extend the expiration of Urgency Ordinance No. 2020-09R, adopted April 8, 2020, enacting a temporary moratorium on residential and commercial evictions arising out of the Local Emergency related to the COVID-19 pandemic outbreak.

**FISCAL ANALYSIS:**

It is unknown at this time what, if any, fiscal impact the adoption of a local eviction moratorium will have on the City of Escondido. The City would not exempt itself from the operation of the Ordinance and, because it has existing leases which would be affected by this law, the City's receipt of such lease revenue receipts may be delayed.

The overall financial impacts on sales tax revenues and other unreimbursed costs associated with this pandemic emergency is still being examined and will likely be substantial for a considerable period of time. A mass failure of businesses caused by evictions will have a clear and long-term impact on the City's ability to recover from the current market conditions.

Multiple extensions of the moratorium may and likely will raise certain legal issues and claims with respect to landlord rights. Given the unprecedented nature of the COVID-19 pandemic it is difficult to accurately identify how courts and juries will react to local agency ordinances inhibiting landlords from retaking their properties for a failure to pay rent.

**PREVIOUS ACTIONS:**

On March 16, 2020, pursuant to Chapter 7 of the Escondido Municipal Code, the City Manager, acting in his capacity as the Director of Emergency Services ("Director"), issued a Local Emergency Proclamation related to the COVID-19 pandemic. See Attachment 1.

On March 18, 2020, pursuant to Resolution No. 2020-01, the City Council ratified the Director's Proclamation and issued its own Local Emergency Proclamation. See Attachment 2.

On April 8, 2020, the City Council adopted Urgency Ordinance 2020-09R which imposed a temporary moratorium on commercial and residential evictions due to nonpayment of rent due to specified

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economic and health impacts arising out of the COVID-19 pandemic. The Ordinance is set to expire by its terms on May 31, 2020. See Attachment 3.

BACKGROUND:

Local Emergency Related to COVID-19.

A novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world. The disease has been the subject of daily and widespread media reports. The Staff Report supporting the adoption of Urgency Ordinance 2020-09R provides further details with respect to the COVID-19 pandemic, a city's general police powers, underlying State Executive Orders and it is incorporated herein as though fully set forth and set forth as Attachment 4.

Since the publication of the Staff Report, there continues to be deaths throughout the United States, in the County of San Diego, and the City of Escondido attributed to the disease. Government at all federal, state, county and local levels have issued proclamations and declarations of emergency and adopted various measures to address the myriad of economic consequences of this event.

The City of Escondido, through actions by both the City Manager and City Council, undertook efforts to properly declare a state of local emergency on March 16 and March 18, 2020, respectively.

On April 8, 2020, the City Council unanimously adopted Urgency Ordinance 2020-09R, effective immediately, which placed a temporary moratorium on both residential and commercial evictions provided the tenant met certain notice and documentation requirements. Further, Ordinance 2020-09R provided that a tenant who satisfied the notice and documentation requirements would have up to three (3) months to pay rent owed to the landlord before the landlord would be able to recover possession of the property due to late rent payments.

Since the adoption of the City Urgency Ordinance, the State of California and the County of San Diego have begun to ease certain restrictions on the ability of businesses to re-open to the public. The process has been slow, complicated and at times, criticized as inconsistent and a violation of certain civil and constitutional rights. Nevertheless, the City of Escondido being a general law city must abide by state law and follow the orders of those government agencies who have the authority to adopt restrictions arising out of health concerns. Residents and commercial tenants are equally required to comply with the stay at home and related health orders as a failure to do so may result in criminal enforcement actions.

There is no reasonable dispute that the potential spread of the COVID-19 virus continues to pose an extreme peril to the safety of persons and property within the City of Escondido and such conditions will continue to directly affect the safety of all persons within the City for the near future and are beyond the control of the services, personnel, equipment and facilities of the City.

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Many cities and San Diego County itself (as to the unincorporated areas of the County) have enacted eviction moratoriums for residential and commercial tenancies. Some have extended those moratoriums for short durations, including the City of San Marcos.

Proposed Extension of Moratorium to June 30, 2020.

The City Council adopted its original Urgency Ordinance which by its terms is set to expire on May 31, 2020. The City Council meeting of May 20, 2020, will be the last regular meeting of the City Council before the Ordinance expires. As a result, the City Council is presented with an opportunity to reassess the underlying circumstances giving rise to the urgency ordinance adoption and determine whether the current status of the pandemic and anticipated next thirty (30) days supports an extension of the Ordinance until June 30, 2020.

A reasonable argument can be made that there continues to exist a state of economic crisis arising out of the COVID-19 pandemic which is directly affecting commercial and residential tenants alike. The recitals accompanying the original ordinance outlines the factual basis for this action and those recitals are still valid today. The unrestricted ability to evict tenants for nonpayment of rent caused by COVID-19 circumstances will cause significant impairment to ensuring that current health orders are complied with and, as a result, a sufficient basis exists for the City to continue the eviction moratorium an additional thirty (30) days.

Staff does not recommend an extension of the moratorium beyond June 30, 2020, at this time without a further analysis of the effect of the state and county health orders on residents and businesses.

Urgency Ordinance.

Pursuant to the Government Code, the City Council may enact an urgency ordinance which takes effect immediately. Typically, ordinances may not be passed within five days of their introduction. However, pursuant to Government Code Section 36934, an urgency ordinance may be passed immediately.

Furthermore, while a typical ordinance takes effect 30 days after final passage, an urgency ordinance for the immediate preservation of the public peace, health or safety containing a declaration of the facts constituting the urgency, and passed by a four-fifths vote of the city council, takes effect immediately. See Government Code Section 36937(b).

CONCLUSION:

The City Council, pursuant to its inherent police powers under the state constitution and state law, has the authority to enact laws for the safety and protection of its residents. The declaration of the Local Emergency as well as the existence of numerous similar declarations at all levels of national and state governments, reflect that the current health and financial circumstances of the COVID-19

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emergency require creative and effective measures to protect the residents and businesses in this jurisdiction. An extension of the expiration for thirty (30) days, provided a sufficient factual basis is identified, would be consistent with the City Council's general police powers.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michael R. McGuinness*, City Attorney  
5/14/20 10:34 a.m.

ATTACHMENTS:

1. Attachment 1 – Proclamation of Local Emergency, Director of Emergency Services
2. Attachment 2 – City Council Proclamation 2020-01 (Proclamation of Local Emergency)
3. Attachment 3 – Urgency Ordinance 2020-09R
4. Attachment 4 – Staff Report dated April 8, 2020
5. Attachment 5 – Ordinance No. 2020-13 – Redline Version
6. Ordinance No. 2020-13R (Urgency Ordinance)

ORDINANCE NO. 2020-13R

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to 6 feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (WHO), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020 the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, pursuant to Health and Safety Code § 12175.5(b) and the Order of the Health Officer and Emergency Regulations (“County Order”) issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity’s control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and

medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20 which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, the Director recommends that the City Council adopt the below Ordinance as a local measure in order to protect life and property of the residents and businesses of Escondido affected by the declared emergency; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, current state law, including Penal Code Section 396, subsections (e) and (f), does not provide sufficient protections to residential and commercial tenants experiencing the unprecedented economic consequences of shuttered businesses, mass layoffs and the inability to find replacement work and housing caused by the COVID-19 pandemic; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety,

contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance 2020-09R which placed a temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, the City finds it is necessary for the City Council to extend Urgency Ordinance 2020-09R an additional thirty (30) days to now expire on June 30, 2020, as the underlying economic and health circumstances supporting the original ordinance are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. City Council Proclamation No. 2020-01 ratifying the local emergency declaration of the Emergency Services Director and declaring the existence of an ongoing Local Emergency related to COVID-19, and California Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01, Ordinance No. 2020-09R and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, §7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby restates and extends the temporary moratorium imposed by Ordinance 2020-09R on evictions of residential and commercial tenants (collectively "tenant") impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or as otherwise required in Ordinance 2020-09R, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, "financial impacts related to COVID-19" is defined as follows:
  1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction

- in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
  3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by COVID-19 described in subparagraph (2) must be documented in writing.
  4. As otherwise provided for in state law, including but not limited to Executive Order N-37-20.
- c. For purposes of this Ordinance, “notice” must be given in writing and delivered pursuant to the notice required under the terms of a lease or other rental agreement. If no written lease or rental agreement exists, the notice must be delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord’s representative or agent, and/or at the address where rent is customarily paid.
  - d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.

- e. Within these times required under Ordinance No. 2020-09R, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.
- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On July 1, 2020, a tenant who provided the notice and documentation required by Ordinance No. 2020-09R, or as provided for herein, shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by Ordinance No. 2020-09R or this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by Ordinance No. 2020-09R or this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices,

served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business on June 30, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

URGENCY ORDINANCE PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 20<sup>th</sup> day of May 2020, by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:  
*Paul McNamara*  
CAACE20782954D3...

PAUL MCNAMARA, Mayor of the City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...  
ZACK BECK, City Clerk of the City of Escondido, California

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STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO : ss.  
CITY OF ESCONDIDO )

I, ZACK BECK, City Clerk of the City of Escondido, hereby certify that the foregoing URGENCY ORDINANCE NO. 2020-13R was passed at a regular meeting of the City Council of the City of Escondido held on the 20<sup>th</sup> day of May, 2020 after having been read at the regular meeting of said City Council.

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...  
ZACK BACK, City Clerk of the City of Escondido, California

ORDINANCE NO. 2020-16

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS IMPACTED BY THE NOVEL CORONAVIRUS (COVID-19)

WHEREAS, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

WHEREAS, the COVID-19 disease is believed to be spread through person-to-person contact between people who are in close proximity with others up to six (6) feet and through respiratory droplets when a person coughs or sneezes, even when that person is asymptomatic; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the CDC and the World Health Organization (“WHO”), consider the COVID-19 virus to be a very serious health threat, a “public health emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Sections 8550, *et. seq.*) including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on March 13, 2020, the County of San Diego Office of Education announced multiple school closures effective March 16, 2020, and school districts and colleges throughout the County of San Diego initiated school closing orders for their schools for durations of approximately one month; and

WHEREAS, on March 16, 2020, the City Manager, acting in his capacity of Director of Emergency Services of the City, proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20, which delegated to local jurisdictions the authority to enact temporary moratoria on commercial and residential evictions based on impacts related to COVID-19 and

extended the time limitation set forth in Penal Code Section 396, subdivision (f) concerning protections against residential eviction until May 31, 2020; and

WHEREAS, on March 17, 2020, the Health Officer of the County of San Diego issued an Amended Order and Emergency Regulations, which provided that all public or private schools, colleges and universities shall not hold classes or other activities where students gather on campus; and

WHEREAS, as of March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency pursuant to COVID-19; and

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”) and public health officials in the County of San Diego there have been numerous deaths attributed to COVID-19 in the United States and throughout San Diego County and the infection cases and death toll are likely to increase over time; and

WHEREAS, pursuant to Health and Safety Code Section 12175.5(b) and the Order of the Health Officer and Emergency Regulations (“County Order”) issued by the Health Officer of the County of San Diego, all government entities in San Diego County are required to take necessary measures within the government entity’s control to ensure compliance with the County Order; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and

medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, on March 27, 2020, Governor Newsom made substantive factual findings regarding the need for individuals to stay at home and businesses and courts to stay closed and thereupon issued Executive Order N-37-20, which effectively placed a statewide moratorium on residential evictions resulting from certain COVID-related conditions; and

WHEREAS, as a result of the public health emergency and the precautions recommended and required by health authorities to address the COVID-19 virus, many residential and commercial tenants in the City of Escondido have experienced and are expected to experience sudden and unexpected income loss which is out of their control; and

WHEREAS, the City has received written notifications required under the California Labor Code of layoffs of a substantial number of employees at local businesses caused by business loss directly related to COVID-19; and

WHEREAS, during this Local Emergency, and in the interest of protecting the public health and preventing the transmission of COVID-19, it is essential to avoid unnecessary housing and business displacement, to avoid the violation of local and state health stay-at-home orders with moving residents and businesses caused by evictions, to protect the City's available housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, further substantial and long-term economic impacts caused by COVID-19 are anticipated, leaving both residential and commercial tenants vulnerable to eviction; and

WHEREAS, pursuant to Chapter 7 of the Escondido Municipal Code, the Director recommends that the City Council adopt the below Ordinance as a local measure in order to protect life and property of the residents and businesses of Escondido affected by the declared emergency; and

WHEREAS, as a result of the public health emergency, the closures or reduced operations of many local businesses, and the precautions recommended by health authorities, many tenants in Escondido have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, promoting stability amongst commercial tenancies is also conducive to public health and safety, thereby allowing commercial establishments to decide whether and how to remain open providing both income to employees and needed services to residents and not simply closing due to economic pressures; and

WHEREAS, current state law, including Penal Code Section 396, subsections (e) and (f), does not provide sufficient protections to residential and commercial tenants experiencing the unprecedented economic consequences of shuttered businesses, mass layoffs and the inability to find replacement work and housing caused by the COVID-19 pandemic; and

WHEREAS, the City Council has the power under Government Code Sections 36934 and 36937 to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety,

contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, on April 8, 2020, the City Council made requisite findings that an Urgency Ordinance was immediately required to protect the health and safety of the citizens of the City of Escondido and adopted Ordinance 2020-09R which placed a temporary eviction moratorium on the evictions of residential and commercial tenants who satisfy certain notice and documentation requirements; and

WHEREAS, on May 20, 2020, the City Council made requisite findings to extend for an additional period of thirty (30) days Ordinance No. 2020-09R by its adoption of Ordinance No. 2020-13R; and

WHEREAS, the City finds it is necessary for the City Council to further extend Urgency Ordinance No. 2020-13R an additional thirty (31) days to now expire on July 31, 2020, as the underlying economic and health circumstances supporting the original ordinance are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937, for the immediate preservation of the public health and safety, as affected by the emergency caused by the spread of COVID-19.

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. City Council Proclamation No. 2020-01 ratifying the local emergency declaration of the Emergency Services Director and declaring the existence of an ongoing Local Emergency related to COVID-19, and California

Governor Gavin Newsom's Executive Orders N-28-20 and N-37-20, are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The recitations in City Council Proclamation No. 2020-01, Ordinance Nos. 2020-09R and 2020-13R, and Governor Newsom's Executive Orders N-28-20 and N-37-20 are true and correct.

SECTION 3. Pursuant to the authority granted to the City of Escondido under Art. XI, §7 of the California Constitution, and as prescribed by state law including, but not limited to, Executive Orders N-28-20 and N-37-20, the Escondido Municipal Code and the ongoing federal, state and Local Emergency, the City Council hereby restates and extends the temporary moratorium imposed by Ordinance No. 2020-13R on evictions of residential and commercial tenants (collectively "tenant") impacted by the COVID-19 pandemic for non-payment of rent as follows:

- a. It shall be unlawful and prohibited for a landlord to evict a tenant or otherwise recover possession of a tenancy for nonpayment of rent due on or after March 16, 2020, if the tenant has provided notice to the landlord within seven (7) days after the rent is due, or as otherwise required in Ordinance Nos. 2020-09R or this Ordinance, that the tenant is unable to pay rent due to financial impacts related to COVID-19.
- b. For purposes of this Ordinance, "financial impacts related to COVID-19" is defined as follows:
  1. A substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work,

or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

2. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
  3. The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (1) and causation by COVID-19 described in subparagraph (2) must be documented in writing.
  4. As otherwise provided for in state law, including but not limited to Executive Order N-37-20.
- c. For purposes of this Ordinance, “notice” must be given in writing and delivered pursuant to the notice required under the terms of a lease or other rental agreement. If no written lease or rental agreement exists, the notice must be delivered personally, or by U.S. mail, email or text messaging to the landlord, the landlord’s representative or agent, and/or at the address where rent is customarily paid.
- d. Upon receipt of the required notice from the tenant pursuant to this Ordinance, a landlord who has already commenced eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease all such efforts.

- e. Within the times required under Ordinance No. 2020-09R, the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. Documentation may include, but is not limited to, paystubs, letters from employers, financial or bank statements, business records, physician's letters, and/or other monthly bills or evidence of financial responsibilities. Any medical or financial information provided to the landlord for purposes related to this Ordinance, shall be held in confidence and only used for evaluating the tenant's claim.
- f. If the tenant does not provide evidence of financial impacts related to COVID-19 within the time frame described in subparagraph (e), the landlord may pursue any enforcement action permissible under state law and as provided for in the underlying rental or lease agreement.
- g. On August 1, 2020, a tenant who provided the notice and documentation required by Ordinance No. 2020-09R, or as provided for herein, shall have up to three (3) months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by Ordinance No. 2020-09R or this Ordinance.
- h. A landlord may not charge or collect a late fee or penalty for rent covered by Ordinance No. 2020-09R or this Ordinance that is delayed for the reasons provided for herein.

SECTION 4. This Ordinance applies to nonpayment eviction notices and unlawful detainer actions for commercial and residential tenants based on such notices,

served or filed on or after March 16, 2020, the date on which a Local Emergency was proclaimed.

SECTION 5. Nothing in this Ordinance shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.

SECTION 6. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code Section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

SECTION 7. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 8. Unless extended by City Council, this Ordinance shall remain in effect until close of business on July 31, 2020.

SECTION 9. The City Manager may, but is not required to, adopt rules and regulations reasonably necessary to implement this Ordinance. If the State of California issues law or guidance on implementing an eviction moratorium or defining terms contained herein, that law or guidance shall control over the City Manager's adopted rules and regulations.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Section 36936, this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 15**

**June 24, 2020**

**File No. 0650-10**

**SUBJECT:** Mobilehome Rent Protection Ordinance (“Proposition K”)  
Vacancy Control / Decontrol or Mobilehome Rent Review Board Guidelines  
Amendment

**DEPARTMENT:** City Attorney

**RECOMMENDATION:**

Take public input, discuss and consider whether to proceed with (1) a ballot measure to amend Proposition K to include vacancy control, or (2) an amendment to the Mobilehome Rent Review Board Guidelines to implement a negotiated agreement between mobilehome park owners and residents.

**FISCAL ANALYSIS:**

According to the San Diego County Registrar of Voters, the election costs associated with a November 2020 ballot measure could exceed \$110,000.

**PREVIOUS ACTION:**

On May 6, 2020, the City Council directed the City Attorney to draft an amendment to the City of Escondido's ("City") Mobilehome Rent Protection Ordinance to address vacancy control for placement on the November 2020 ballot.

**BACKGROUND:**

**Mobilehome Rent Control:**

Since 1988, the City Mobilehome Rent Review Board has regulated rents for some mobilehomes in accord with the Escondido Rent Protection Ordinance (“Proposition K”). Proposition K protects current tenants from economic eviction but it does not protect the current tenant’s economic investment in their mobilehome coach.<sup>1</sup> Today, approximately one-half the City’s mobilehomes are subject to rent control.<sup>2</sup> Because the voters approved Proposition K, any changes or amendments to it directly require a ballot measure and voter approval.

Simply put, vacancy control is a statutory mechanism to prohibit, or dictate the amount of, an increase in space rent a park owner may charge to a new tenant. In the case where there are no such limitations, also known as vacancy decontrol, a park owner is not restricted in the amount it may charge upon turnover of a mobilehome space to a new tenant.

<sup>1</sup> *Thomsen v. City of Escondido* (1996) 49 Cal.App.4th 884

<sup>2</sup> State law exempts rental agreements in excess of twelve months from local rent control. Cal. Civil Code § 798.17

## Mobilehome Rent Protection Ordinance (“Proposition K”) Vacancy Control / Decontrol or Mobilehome Rent Review Board Guidelines Amendment

June 24, 2020

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Park owners have a right to a reasonable rate of return on their investment and mobilehome owners have unique rights associated with the placement of their immobile property on the park owner’s land. The City’s Mobilehome Rent Review Board attempts to balance these competing interests each time it undertakes the review of a requested increase in space rents. Proposition K allows the park owners to earn a just, fair, and reasonable rate of return considering eleven (11) enumerated factors in the City’s ordinance.<sup>3</sup> That is a rate “high enough to encourage good management, reward efficiency, discourage the flight of capital, and enable operators to maintain their credit, and which is commensurate with returns in comparable enterprises, but which is not so high as to defeat the purpose of rent control to prevent excessive rents.”<sup>4</sup> The goal is to set rents at the point at which “an efficient enterprise” can operate successfully.<sup>5</sup> Attached to this Staff Report is an excerpt from the City’s Mobilehome Rent Control History addressing the Short-Form Application Process, Vacancy Control/Decontrol, and Long-Term Leases as additional background material (see Attachment 1).

### Vacancy Control Ordinance Drafting Process.

On May 6, 2020, pursuant to a request from Councilmember Diaz, staff presented on the topic of vacancy control/decontrol. Staff offered their recommendation with respect to undertaking the amendment process. The City Council directed that the City Attorney return with proposed ballot language to allow the voters to determine whether Proposition K should be amended to provide for vacancy control. See Attachment 2 for the draft ordinance to amend Proposition K.

Upon receiving City Council direction, staff first began its ordinance drafting effort based on a proposal provided to Councilmember Diaz by EMPAC (Escondido Mobile/Manufactured-Home Positive Action Committee). Staff also initiated a California Environmental Quality Act (“CEQA”) analysis of the proposed amendment to Proposition K discussed more below.

Staff’s draft ordinance differs from the EMPAC proposal in two main areas. First, the staff proposal aligns the definitions with those already found in Proposition K. Second, the draft ordinance contains a placeholder (“X” percent) for the vacancy control rate increase. During the May 6, 2020 City Council meeting, Councilmembers discussed several possible rates. EMPAC’s initial proposal set the vacancy control rate at four percent (4%).

Staff defers to the fact-finding and discretion of the City Council to determine the appropriate rate. However, staff would note that the percentage adopted might affect the potential success of a ballot measure by the voters. In an effort to provide some vacancy control information in California, the Mobile Home Park Home Owners Allegiance (“MHPOA”) publishes a survey, including some vacancy control rates, from rent stabilization ordinances throughout the state. See Attachment 3.<sup>6</sup> Staff has not had

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<sup>3</sup> See, Escondido Municipal Code Section 29-104(g).

<sup>4</sup> *San Marcos Mobilehome Park Owners’ Assn. v. City of San Marcos* (1987) 192 Cal.App.3d 1492, 1502.

<sup>5</sup> *Colony Cove Properties, LLC v. City of Carson* (2013) 220 Cal.App.4th 840, 868.

<sup>6</sup><https://mhphoa.com/ca/rso>

## Mobilehome Rent Protection Ordinance (“Proposition K”) Vacancy Control / Decontrol or Mobilehome Rent Review Board Guidelines Amendment

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time to verify the MHPOA website data but it is a publically available source and may provide some perspective.

### Efforts at Negotiated Resolution.

While staff worked on the ordinance language, Mayor McNamara and the City Attorney met with members of EMPAC and mobilehome park owners to explore the possibility of a negotiated solution to the underlying issues associated with vacancy control. The negotiations examined a compromise based on the principals of protecting the mobilehome owner’s equity by reducing the amount of an allowable increase in the space rent upon the termination of a tenancy and allowing a fair, just and reasonable rate of return for the park owners. This type of negotiation between these competing interests has worked in the past.

In 1997, mobilehome park residents and owners met over a six-month period and agreed upon procedures, within the confines of Proposition K, to facilitate a simpler method to allow rent increases at a manageable rate. Eventually, the City implemented the agreed upon changes by adding a section to the Mobilehome Rent Review Board Guidelines. This negotiated implementing solution, “the short-form process,” has worked successfully over the years in expediting and simplifying the rent review process undertaken by the City Council when it sits as the Rent Review Board. This success is likely driven, at least in part, because the park owners and residents negotiated their own solution. As a result, the previously expensive and time-consuming litigation involving mobilehome rent control significantly decreased.

On June 16, 2020, City staff learned of an agreement between the mobilehome park owners and residents that could alleviate the need for a ballot measure. The park owners agreed to help protect the equity in mobilehomes by limiting rent increases when a tenancy ends to eight percent (8%), with up to a \$950 limit. Staff will adjust the \$950 limit once each year to reflect any the consumer price index (“CPI”). In return, the mobilehome park residents have agreed to an increase in the short-form rate from seventy-five (75%) to ninety (90%) percent of the CPI. The City has drafted an amendment to the Guidelines to implement the negotiated terms, see RRB Resolution No. 2020-04.

The proposed amendment implements the CPI changes and adds specific, negotiated requirements to the short form process. A mobilehome park owner retains the ability to bypass the short-form process by filing a long form application pursuant to Proposition K.

### Mobilehome Rent and Vacancy Data.

During the May 6, 2020 City Council meeting, some of the Councilmembers asked for a data-driven analysis of the financial impacts of vacancy control. The City does not currently collect detailed data regarding mobilehome resident demographics. Staff explored data collection methods with our housing element contractor, but found no readily available, useful information. The City’s contractor estimated it would take three to four months to survey residents, but staff could not complete the process prior to the ballot measure deadline. As a result, staff included annual reporting requirements in both the ballot

Mobilehome Rent Protection Ordinance (“Proposition K”) Vacancy Control / Decontrol or Mobilehome Rent Review Board Guidelines Amendment

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measure ordinance and the proposed Guidelines. Beginning July 1, park owners would provide relevant information to the City once a year.

CEQA Review.

CEQA defines “Project” broadly.<sup>7</sup> In an abundance of caution, the City prepared a Draft Initial Study/Negative Declaration (“IS/ND”) for the proposed Project as required by CEQA.<sup>8</sup> The Project consists of amendments to Chapter 29 of the Escondido Municipal Code to incorporate mobile home park vacancy control. The IS/ND discloses potential environmental effects of the proposed Project. Following the completion of an Initial Study, the Planning Division for the City has determined that there is no substantial evidence that the proposed Project would have a significant effect on the environment, and that a IS/ND may be adopted.

CEQA requires an opportunity for the public to comment on the City’s Proposed IS/ND. The review and comment period began on June 16, 2020, and will end at 5:00 p.m., on July 6, 2020. Copies of the Draft IS/MND are available for public review in the Escondido Planning Division and are posted on the City of Escondido web site.<sup>9</sup> After the public comment period, staff will conduct further analysis and prepare any required environmental review documents for the City Council to consider in July 2020.

CONCLUSION:

The mobilehome park owners and residents have worked toward a solution on the issue of vacancy control/decontrol within the confines of Proposition K. Staff offers two approaches to the City Council to help the interested parties achieve a measure of success and stability in this important housing and business matter. The City Council can vote to proceed with the proposed ballot measure or can adopt Resolution RRB No. 2020-04 to implement the compromise solution, reached through good faith negotiations between the mobilehome park owners and residents, and avoid an all or nothing ballot fight. Should the council decide to proceed with the ballot measure, staff will complete the CEQA analysis and return with the final ballot measure and CEQA language for adoption at the July 15, 2020, City Council meeting. In the meantime, more effort may be put into examining a final percentage number for an allowable rent increase to be placed in the ballot measure.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Michael R. McGuinness*, City Attorney  
6/18/20 8:23 a.m.

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<sup>7</sup> Public Resources Code Section 21000 *et seq.*

<sup>8</sup> Public Resources Code Section 21000 *et seq.*

<sup>9</sup> <https://www.escondido.org/mobilehome-rent-control-administration.aspx>.

Mobilehome Rent Protection Ordinance (“Proposition K”) Vacancy Control / Decontrol or Mobilehome Rent Review Board Guidelines Amendment

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ATTACHMENTS:

1. Attachment 1 - City of Escondido Mobilehome Rent Control History Excerpt
2. Attachment 2 - Draft Ordinance of the People of the City of Escondido Amending Proposition K to Adopt Vacancy Control for Mobilehome Park Space Rent
3. Attachment 3 - Mobile Home Park Home Owners Allegiance Rent Stabilization Ordinance survey updated 3/3/20
4. RRB Resolution No. 2020-04 – Mobilehome Rent Review Board Guidelines
5. RRB Resolution No. 2020-04 – Exhibit A

## CITY OF ESCONDIDO MOBILEHOME RENT CONTROL HISTORY

Excerpt <sup>1</sup>

(Updated February 2019)

**D. Short-Form Application Process**

Because of the lengthy and contentious rent hearings, as well as large increases that sometimes occurred under the Long-form type of hearing process, a mobilehome task-force was formed during the fall of 1997 to study the possibility of creating a Short-form hearing process. After a series of meetings, guidelines were developed and a Short-form hearing process was adopted by the City Council in December 1997. Since the rent control initiative can only be amended by a subsequent initiative under California law, the guidelines were developed to apply and implement rent increases within the parameters of Proposition K. Notice and 7 public hearings are still required. All of the factors must be considered, but the focus is on the CPI: to qualify for a Short-form hearing, a park owner may only request up to 75% of the change in the CPI for a maximum of a two-year period.

The Board must presume an increase up 75% of the CPI is fair, just and reasonable, but may consider other factors found in EMC § 29-104(g). Interested persons may speak at the public hearing. If a majority of residents subject to the proposed rent increase personally appear prior to the close of the public hearing and object to the increase, the Board may deny the application. But, the park owner may submit a Long-form application if the application is denied or if the Board approved increase is less than the amount requested in the application.

From the inception of the Short-form process, 185 applications have been approved. Short-form hearings are popular with park owners because certain fees are waived and there is substantially less administrative burden associated with the process. For example, the administrative record for the most recent Long-form application contained 3,132 pages. Both owners and residents benefit because as a rule, the public hearings associated with the Short-form applications are considerably shorter and less controversial. While Short-form processes have produced smaller rent increases, the adjustments occur more frequently and residents are not faced with large increase requests covering several years.

**E. Vacancy Control/Decontrol**

The subject of "vacancy control" is simply whether or not rents are regulated for a mobilehome space that is vacant. Park owners have frequently argued for the ability to raise rents to market levels, free from rent control, any time a space becomes vacant. A main argument in favor of doing this was that raising rents for a vacant space did not harm any existing tenant, and any new tenant did not have to accept the rental arrangement if the price was too high.

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<sup>1</sup> <https://www.escondido.org/Data/Sites/1/media/pdfs/RentControlHistory.pdf?v=2>

During the early 1990's, the City applied Proposition K as including vacancy control. However, early in 1996, the Fourth District Court of Appeal determined that the Escondido Rent Protection Ordinance did not intend to protect prospective purchasers of mobilehomes and therefore, does not have vacancy control. (*Thomsen v. City of Escondido*, 4th Dist. Ct. of App. No. DO25853). Subsequent City appeals of that decision were unsuccessful.

In an attempt to neutralize the effects of the courts' decisions on future mobilehome tenants, the City Council placed an initiative, Proposition O, on the ballot in November of 1996. Proposition O would have clarified that the language of the rent control measure applied even upon a vacancy. The initiative would have also reinstated the City's ability to monitor long-term leases. That Proposition failed by a vote of 15,368 against to 14,093 in favor. 8 In November of 1998, the Council again placed an initiative, Proposition T, on the ballot that would have reinstated vacancy control in the City. That measure also failed by a vote of 13,064 against to 12,647 in favor. Therefore, at the present time, park owners in the City may increase the base rent to new tenants coming into their parks in any amount they determine to be appropriate.

#### **F. Long-Term Leases**

The California Mobilehome Residency Law exempts rental agreements in excess of 12 months duration that meet specific requirements from rent control (California Civil Code section 798.17). Therefore, local mobilehome park tenants entering into lease agreements for more than 12 months are not subject to the Escondido Rent Protection Ordinance.

Perhaps inevitably, after passage of Proposition K, disputes arose whether mobilehome park owners could require residents or prospective residents to sign long-term leases that were exempted from rent control under Civil Code section 798.17. In August 1988, the City Council enacted Ordinance No. 88-50, prohibiting mobilehome park owners from requiring either existing or prospective homeowners to enter into long-term leases that were exempt from rent control.

A 1990 legislative amendment to Civil Code section 798.17 (SB 2009) appeared to permit mobilehome park owners to require prospective homeowners to sign long-term leases that were exempt from rent control. In response, Escondido repealed Ordinance No 88-50. However, SB 2009 was short-lived. In 1991, by further amendment to Civil Code section 798.17, the Legislature repealed SB 2009 with the intent to reinstate state law existing before enactment of such bill to avoid any unintended preemption effect. Escondido's City Council then adopted as an urgency matter, Ordinance No. 91-19, essentially reenacting Ordinance No. 88- 50. Ordinance 91-19 was later "codified" by Ordinance 94-22.

But in May of 1995, the Fourth District Court of Appeal concluded that Ordinance No. 91-19 constituted an improper "legislative" amendment by the City Council of a municipal initiative Ordinance adopted by the voters (*Mobilepark West Homeowners Assn. v. Escondido Mobilepark West*, 35 Cal.App.4th 32 (1995)). The Court also held that with respect to existing homeowners, Ordinance No. 91- 19 was preempted by Civil Code

section 798.17, which covered conditions on the right of a park owner and existing homeowners to enter into rent control-exempt leases. When the court invalidated Ordinance 91-19, it therefore invalidated Ordinance 94-22, because they were both the same ordinance.

**Draft**

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE PEOPLE OF THE CITY  
OF ESCONDIDO AMENDING PROPOSITION K  
TO ADOPT VACANCY CONTROL FOR  
MOBILEHOME PARK SPACE RENT

THE PEOPLE OF THE CITY OF ESCONDIDO DO ORDAIN AS FOLLOWS:

SECTION 1. Escondido Municipal Code Section 29-101, Definitions, is amended by repealing and replacing the definition of a Mobilehome as follows:

Mobilehome shall have the same meaning as defined in California Mobilehome Residency Law, California Civil Code Section 798.3(a).

SECTION 2. Escondido Municipal Code Section 29-101, Definitions, is amended by adding the following:

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

“In-place transfer” shall mean the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.

“Final space rent” shall mean the rent charged by the owner to the departing tenant for the final month of rent before the in-place transfer.

“Vacancy control” shall mean the regulation of space rent upon an in place transfer.

**Draft**

SECTION 3. Escondido Municipal Code, Chapter 29, Article V, is amended by adding Escondido Municipal Code Section 29-103A, Vacancy Control, as follows:

(a) Upon the closure of an in-place transfer, or other conveyance of a rent-controlled mobilehome, the owner may increase the space rent up to and including X percent (X%) of either the average space rent or the final space rent.

(b) No increase may be imposed pursuant to this section when an existing mobilehome owner or resident replaces an existing mobilehome with another mobile home, occupying the same mobilehome space.

(c) No increase may be imposed pursuant to this section where title to the mobilehome passes to one or more person(s) who, at the time of the title transfer, (1) was/were also lawful, authorized resident(s) of the mobile home, or (2) were/are parents, siblings, children, of the mobilehome owner and the mobilehome remains in the same space.

(d) No increase may be imposed pursuant to this section if an increase was imposed pursuant to this provision within the twelve-month period preceding the most recent transaction that would justify the increase pursuant to this provision.

(e) Rent increases authorized by this section shall be in addition to any other space rent increases authorized by the City of Escondido's Mobilehome Rent Review Board.

(f) To ensure effective oversight of vacancy control, each owner shall submit an accurate and complete annual rent control survey to the City, using a

**Draft**

spreadsheet provided by the City, no later than October 15th each year. At a minimum, the annual rent control survey shall identify: 1) each space, 2) the tenant's last name, 3) the amount of monthly rent charged for each space on July 1st, 4) a list of itemized utilities included in the space rent, 5) the type of space (rent controlled, park owned, long-term leased, vacant, or other), 6) a calculation of the Average space rent for spaces occupied by a resident owned mobilehome in the mobilehome park, including both rent controlled and non-rent controlled spaces, 7) the date of the last vacancy control rent increase, and 8) the date of last short-form rent increase hearing. The City shall validate the accuracy of the average space rent calculations by making the report available to the public.

[Draft] SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA").

The City has conducted sufficient environmental review of this ordinance under CEQA through the adoption of a Negative Declaration (City File Nos. AZ20-004 / ENV20-0004), which concluded that there is no substantial evidence that the underlying project would have any significant effect on the environment.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

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

## California Mobile Home Parks



## California MHP() Rent Stabilization Ordinances (RSO aka SRSO)

**Note:** Tue, Mar 3, 2020 – The MHPHOA are currently in the process of verifying ALL California MHP() Rent Stabilization Ordinances. We have removed those ordinances that have been repealed. The number of Parks and Spaces have changed based on 2020 data available. Resident Owned Communities (192) are excluded from the counts.

We currently have ordinances documented for 83 Cities and 9 Counties (211 Unincorporated Communities) in the State of California that are protected by some form of Mobile Home Park Space Rent Stabilization Ordinance (SRSO).

Counties in California: 58, Cities in California: 482, Unincorporated Communities in California: 2,228

California RSOs aka SRSOs (Space Rent Stabilization Ordinances) are NOT to be confused with Rent Control for home and apartment renters. When you see or hear the term “Rent Stabilization Ordinance” being used by residents of mobile/manufactured home parks in California, they do not include home or apartment renters. The laws are distinctly different between renters of homes and apartments vs. renters of mobile/manufactured home spaces and are usually not interchangeable.

Many mobile/manufactured home owners rent the land that the home occupies. For a homeowner, this is not the best situation to be in, especially in a park that is owned by a predatory company. Typically, under the predatory owner business model, as space rents increase above Fair Market Rates (FMRs), your mobile/manufactured home will depreciate in value (loss in equity) while the land value appreciates (gain in equity). The general industry rule of thumb is that for every \$10 per month space rent increase, you lose \$1,000 in mobile home equity.

**Note:** The number of spaces for each city or county does not take into account those spaces that have been “leased up” and are no longer protected by an SRSO. Our data is obtained from the California Department of Housing and Community Development (HCD), Codes and Standards Automated System (CASAS), and reflects total numbers for parks and spaces. In some instances, we may have received more accurate data from other resources.

#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
1	Alameda (County)	Alameda	1990-09	6 UC	22	712	5% Automatic	Yes	Mobile Home Park Rent Stabilization	<a href="#">🔗</a> 90-71
2	Azusa	Los Angeles	1992-01		7	588	75% CPI, 8% Cap	No	Rent Stabilization	<a href="#">🔗</a> Article XI, Division 2
3	Beaumont	Riverside	1984-10		8	387	Hearing	No	Mobile Home Park Rent Stabilization	<a href="#">🔗</a> Chapter 13.21
4	Benicia	Solano	1978-09		4	266	Hearing	No		
5	Calistoga	Napa	1984-08		5	673	100% CPI, 6% Cap	No	Mobile Home Park Rent Stabilization	<a href="#">🔗</a> Chapter 2.22
6	Camarillo	Ventura	1981-12		3	497	Rent Review Mediation	No	Rent Review Mediation	<a href="#">🔗</a> Chapter 10.50
7	Carpinteria	Santa Barbara	1982-03		7	860	75% CPI	Yes	Rent Stabilization	<a href="#">🔗</a> Chapter 5.69

				Totals:	1,352	145,009				
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
8	Carson	Los Angeles	1979-08		19	2,199	75% CPI, 8% Cap	Yes	Mobilehome Space Rent Control	☞ Chapter 7
9	Cathedral City	Riverside	1982-00		9	2,012	75% CPI	Yes	Mobile Home Rent Control Ordinance	☞ 48
10	Chino	San Bernardino	1983-08		5	554	66% CPI	No	Mobilehome Park Rent Regulation	☞ Chapter 2.68
11	Chula Vista	San Diego	1997-00		30	3,414	100% CPI < 3%, 75% CPI > 3%	No	Mobilehome Park Space Rent Review	☞ Chapter 9.50
12	Cloverdale	Sonoma	1986-08		5	174	Board	Yes, 10%	Rent Control in Mobile Home Parks	☞ Chapter 5.36
13	Clovis	Fresno	1978-09		5	867	80% CPI < 5%, 52% CPI < 10%, 23% > 10%	No	Mobile Home Rent Review and Stabilization	☞ Chapter 5.13
14	Colton	San Bernardino	1990-06		8	698	60% CPI	No	Mobilehome Park Rent Stabilization	☞ Title 15, Chapter 15.48
15	Concord	Contra Costa	1994-01		11	1,412	80% CPI, 5% Cap	Yes, 10%	Mobile Home Parks Rent Stabilization	☞ Chapter 15.105, Article II
16	Contra Costa (County)	Contra Costa	1995-07	9 UC	0	0	75% CPI, 6% Cap	No	Mobilehome Space Rent	☞ Title 5, Division 540

				Totals:	1,352	145,009				
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## ATTACHMENT 3

#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
17	Cotati	Sonoma	1979-11		3	110	100% CPI, 6% Cap	Yes	Mobilehome Park Space Rent Stabilization	☞ Chapter 19.14
18	Daly City	San Mateo	1980-06		1	501	Board	No	Mobile Home Rent Review Commission	☞ Title 2, Chapter 2.52
19	East Palo Alto	San Mateo	1983-11		2	146	Board	Yes	Rent Stabilization Program	☞ RSP
20	Escondido	San Diego	1988-06		30	3,185	Board	Yes	Mobilehome Rent Control Ordinance	☞ Article V. Mobilehome Rent Control
21	Fairfield	Solano	1984-11		4	123	4% Automatic	No	Mobile Home Parks	☞ Chapter 29
22	Fontana	San Bernardino	1987-02		19	1,423	100% CPI	No	Mobile Home Park Space Rent Stabilization	☞ Chapter 14, Article III
23	Fremont	Alameda	1987-02		3	732	3%, \$10, 60% CPI, 6% Cap	Yes	Mobile Home Space Rent Stabilization	☞ Chapter 9.55
24	Fresno	Fresno	1988-01		36	3,918	75% CPI Automatic	Yes, 10%	Mobilehome Park Rent Review and Stabilization Ordinance	☞ Article 20

					Totals:	1,352	145,009			
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
25	Gardena	Los Angeles	1987-04		28	1,339	Rent Mediation, Arbitration	No	Residential Rent Mediation and Hearings	☞ Chapter 14.04
26	Gilroy	Santa Clara	1987-05		4	349	80% CPI, 5% Cap	No	Mobile Home Rent Stabilization	☞ Chapter 14A
27	Grover Beach	San Luis Obispo	1987-12		4	170	Graduated CPI	Yes, 5%	Mobile Home Rent Stabilization	☞ Chapter 13
28	Hayward	Alameda	1980-03		16	2,397	Lesser of 3% or 60% CPI, 6% Cap	Yes	Mobile Home Rent Stabilization Ordinance	☞ 08-12, 89-057 C.S.
29	Hemet	Riverside	1979-05		43	6,924	Board	No	Mobile Home Rent Review Commission	☞ Article IV, Division 3
30	Humboldt County	Humboldt	2017-01		42	1,095	100% CPI	Yes, 5%	Mobile Home Rent Stabilization	☞ 2569
31	La Verne	Los Angeles	1994-10		8	1,754	100% CPI, 7% Cap	Yes, \$34 or 7%	Mobile Home Rent Review	☞ Chapter 9.16
32	Lancaster	Los Angeles	1985-03		34	4,177	60% CPI	Yes	Mobilehome Park Rent Stabilization	☞ Title 11, Chapter 11.08
33	Lompoc	Santa Barbara	1983-12		7	887	75% CPI, 10% Cap	Yes, 15%	Mobilehome Rent Stabilization	☞ Chapter 5.60

					Totals:	1,352	145,009			
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ATTACHMENT 3

#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
34	Los Angeles (County)	Los Angeles	1988-03	74 UC	57	6,696	75% CPI, 8% Cap	Yes, 10%	Mobilehome Rent Stabilization	☞ Title 8, Division 3, Chapter 8.57
35	Los Gatos	Santa Clara	1980-10		2	138	100% CPI, 3% Min, 5% Cap	Yes, \$25 or Average	Mobile Home Hearing Process	☞ Article VII.V, Division 2
36	Malibu	Los Angeles	1991-12		1	262	100% CPI, 5% Cap	Yes, 15%	Mobilehome Park Rent Control Regulations	☞ Chapter 5.16
37	Marina	Monterey	2011-11		5	399	100% CPI	Yes, 5%, 2 Years	Mobile Home Rent Stabilization	☞ Chapter 5.72
38	Milpitas	Santa Clara	1992-08		3	521	50% CPI, 5% Cap	Yes, Average Rent	Mobile Home Park Rent Increases	☞ Title III, Chapter 30
39	Modesto	Stanislaus	2007-10		9	1,400	100% CPI	Yes, 10%, 5 Years	Mobile Home Rent Stabilization Program	☞ Chapter 19
40	Montclair	San Bernardino	1985-11		8	728	100% CPI, 6% Cap	No	Mobile Home Rent Regulation	☞ Title 4, Chapter 4.60
41	Moreno Valley	Riverside	1987-07		7	872	Lessor of 65% CPI or 5-8% Current Rent	Yes, Limits	Mobilehome Park Rent Stabilization	☞ Chapter 13.01
42	Morgan Hill	Santa Clara	1983-08		6	531	75% CPI, 8% Cap	Yes	Mobile Home Park Rents	☞ Chapter 5.36

					Totals:	1,352	145,009			
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
43	Morro Bay	San Luis Obispo	1986-08		10	443	75% CPI	Yes, 125% CPI Non-Permanent Resident, 10-15% Cap	Mobilehome and Recreational Vehicle Park Rent Stabilization	☞ Title 5, Chapter 5.32
44	Oceanside	San Diego	1982-06		20	2,401	100% CPI, 8% Cap	Yes	Manufactured Home Fair Practices	☞ Chapter 16B, 82-87
45	Oxnard	Ventura	1983-03		24	2,684	100% CPI, 4% Cap	Yes, 15%, \$80, Average Space Rent	Mobile Home Rent Stabilization System	☞ Chapter 24, Article I
46	Pacifica	San Mateo	1991-09		1	93	75% CPI	No	Rent Stabilization Regulations	☞ Title 9, Chapter 1, Article 2
47	Palm Desert	Riverside	1986-00		4	910	75% CPI	Yes	Mobile Home Rent Control Program	☞ 456
48	Palm Springs	Riverside	1980-04		10	1,974	75% CPI	Yes	Rent Control	☞ Title 4, Chapter 4.02
49	Palmdale	Los Angeles	1985-10		16	2,098	75% CPI, 5% Cap	No	Mobile Home Space Rent Control	Title 5, Chapter 5.44
50	Petaluma	Sonoma	1994-02		9	874	100% CPI, 6% Cap	No	Mobilehome Park Space Rent Stabilization Program	☞ Title 6, Chapter 6.50

					Totals:	1,352	145,009			
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
51	Pismo Beach	San Luis Obispo	1982-11		1	181	75% CPI, 6% Cap	Yes, 10%	Mobilehome Park Rent Control Regulations	☞ Title 5, Chapter 5.20
52	Pleasanton	Alameda	1993-02		3	371	100% CPI, 5% Cap	Yes, 25%, 5 Years	Mobilehome Space Rents	☞ Title 6, Chapter 6.60
53	Pomona	Los Angeles	1992-05		18	1,706	100% CPI, 5% Cap	No	Mobile Home Rent Controls	☞ Article VIII, Division 3
54	Rancho Mirage	Riverside	1982-05		4	676	75% CPI	Yes, Average Rent	Mobilehome Rent Control	☞ Title 9, Chapter 9.58
55	Redlands	San Bernardino	1982-12		6	694	75% CPI, 6-9% Cap	Yes	Rent Stabilization for Mobilehome Parks	☞ Title 5, Chapter 5.48
56	Rialto	San Bernardino	1992-03		16	1,885	Rent Review Commission	Yes	Mobile Home Rent Review Commission	☞ Title 4, Chapter 4.01
57	Riverside (City)	Riverside	1996-07		38	4,177	80% CPI	Yes, Average Rent	Mobile Home Parks Rent Stabilization Procedures	☞ Chapter 5.75
58	Riverside (County)	Riverside	1983-08	31 UC	124	12,376	100% CPI	No	Mobile Home Park Rent Stabilization Ordinance	☞ 760

				Totals:	1,352	145,009				
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
59	Rocklin	Placer	1982-05		5	454	100% CPI Automatic	No	Mobile Home Rent Ordinance	☞ Title 2, Chapter 2.46
60	Rohnert Park	Sonoma	1987-12		5	1,316	75% CPI, 4% Cap	Yes	Mobile Home Ordinance	☞ Article VI, Chapter 9.70
61	Salinas	Monterey	1990-10		11	1,437	75% CPI, 8% Cap	No	Mobilehomes	☞ Chapter 17.1
62	San Bernardino	San Bernardino	1984-09		16	1,487	80% CPI, 4% Cap	No	Mobile Home Park Rent Stabilization	☞ Chapter 8.90
63	San Jose	Santa Clara	1985-07		58	10,667	75% CPI, 3-7% Cap	Yes	Mobilehome Rent Ordinance	☞ Title 17, Chapter 17.22
64	San Juan Capistrano	Orange	1979-03		5	984	100% CPI	Yes	Mobile Home Rent Control	☞ Article 9
65	San Luis Obispo (City)	San Luis Obispo	1988-06		16	1,580	100% CPI, 5% Cap	Yes, 10%, 3 Years	Mobile Home Park Rent Stabilization	☞ Title 5, Chapter 5.44
66	San Luis Obispo (County)	San Luis Obispo	1984-06	16 UC	39	2,408	60% CPI	Yes, 10%	Mobilehome Rent Stabilization	☞ Title 25
67	San Marcos	San Diego	1980-11		12	2,312	CPI, NOI	Yes, Limits	Mobilehome Rent Review Commission	☞ Title 16, Chapter 16.16

				Totals:	1,352	145,009				
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## ATTACHMENT 3

#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
68	San Rafael	Marin	1990-04		1	397	75% CPI	Yes	Mobilehome Rent Stabilization	☞ Title 20
69	Santa Barbara (City)	Santa Barbara	1984-08		5	232	75% CPI	Yes, 10%, 1-5 Years	Mobilehome and Recreational Vehicle Parks - Residents' Rights	☞ Title 26, Chapter 26.04
70	Santa Barbara (County)	Santa Barbara	1994-09	12 UC	19	2,161	75% CPI	Yes, 10%, 1-5 Years	Mobilehome Rent Control	☞ Chapter 11A
71	Santa Clarita	Los Angeles	1990-12		15	2,276	100% CPI, 5% Cap	Yes, 10%	Manufactured Home Park Rent Adjustment Procedures	☞ Chapter 6.02
72	Santa Cruz (City)	Santa Cruz	1991-01		2	250	75% CPI, 8% Cap	Yes	Mobilehome Rent/Sale Stabilization	☞ Chapter 22.01
73	Santa Cruz (County)	Santa Cruz	1979-01	6 UC	45	2,013	50% CPI, Pass Through	Yes	Rental Adjustment Procedures for Mobile Home Parks	☞ Chapter 13.32
74	Santa Paula	Ventura	1984-06		9	775	75% CPI, 7% Cap	Yes, 10%, 1-3 Years		
75	Santa Rosa	Sonoma	2004-00		15	2,198	100% CPI, 6% Cap	Yes	Mobilehome Rent Control Program	☞ Chapter 6-66
76	Santee	San Diego	1989-12		11	2,004			Mobile Home Park Rent Control Ordinance	☞ Chapter 2.44
				Totals:	1,352	145,009				

## ATTACHMENT 3

#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
77	Scotts Valley	Santa Cruz	1980-11		3	261	100% CPI	Yes	Mobile Home Park Rent Stabilization	☞ Title 9, Chapter 9.16
78	Sebastopol	Sonoma	1988-00		7	177	100% CPI	No	Mobilehome Park Space Rent Stabilization	☞ Chapter 2, Article XIX
79	Simi Valley	Ventura	1983-03		7	808	Rent Mediation	No	Mobile Home Rent Mediation Board	☞ Resolution 93-52
80	Sonoma (County)	Sonoma	1987-06	28 UC	51	3,736	100% CPI	Yes	Mobilehome Park Space Rent Stabilization	☞ Article XIX
81	Thousand Oaks	Ventura	1980-07		4	344	100% CPI	Yes, 10-15%	Mobile Home Rent Stabilization	☞ Title 5, Chapter 25
82	Ukiah	Mendocino	2011-02		23	1,014	100% CPI, 5% Cap	Yes, 10%	Mobilehome Rent Stabilization	☞ Chapter 8
83	Union City	Alameda	1980-05		2	896	90% CPI, 7% Cap	Yes	Mobilehome Rent Review	☞ Chapter 16.40
84	Upland	San Bernardino	1985-12		6	865	80% CPI, 7% Cap	Yes, \$34 or 7%	Mobilehome Rent Review	☞ Title 5, Chapter 5.68
85	Vacaville	Solano	1977-12		11	1,089	Graduated CPI	No	Mobile Home Rent Arbitration	☞ Title 2, Chapter 2.36

Totals:	1,352	145,009
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#	City	County	Date	Notes	Parks	Spaces	Increase	Vacancy Control	Ordinance Name	Reference
86	Vallejo	Solano	1982-02		13	1,244	100% CPI/COLA Average	No	Mobile Home Parks Rent Control	☞ Title 5, Chapter 5.64
87	Ventura (City)	Ventura	1981-06		20	2,244	75% CPI, 7% Cap	Yes, 15%	Mobile Home Rent Stabilization	☞ Chapter 6.600
88	Ventura (County)	Ventura	1983-02	29 UC	24	1,421	2%-8% COLA	Yes, 15%	Mobile Home Park Rent Control	☞ Division 8, Chapter 10
89	Watsonville	Santa Cruz	1989-03		9	1,066	70% CPI, 5% Cap	No	Mobile Home Park Rent Stabilization	☞ Chapter 3
90	West Covina	Los Angeles	1984-09		2	265	100% CPI, 5-9% Cap	No	Mobile Home Park Space Rents	☞ Chapter 15, Article VIII
91	Windsor	Sonoma	1992-08		3	436	100% CPI, 6% Cap	No	Rent Stabilization	☞ Title VIII, Chapter 1
92	Yucaipa	San Bernardino	1990-12		44	4,559	80% CPI, 5% Cap	Yes, Annual Increase Only	Mobilehome Park Rent Stabilization Program	☞ Chapter 15.20
				Totals:	1,352	145,009				

★ **WEBSITE FOR RESIDENTS:** The MHPHOA is NOT affiliated with any mobile home park owners and/or mobile home park management entities. We are both outspoken and anonymous mobile home residents, past and present, just like you, experiencing similar injustices, who want to help.

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RRB RESOLUTION NO. 2020-04

A RESOLUTION OF THE MOBILEHOME  
RENT REVIEW BOARD OF THE CITY OF  
ESCONDIDO, CALIFORNIA, AMENDING  
SECTION 12 OF THE CITY OF ESCONDIDO  
MOBILEHOME RENT REVIEW BOARD  
GUIDELINES

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

WHEREAS, the Rent Review Board periodically revised their Guidelines, most recently on June 28, 2017, in RRB Resolution No. 2017-02; and

WHEREAS, the Rent Review Board desires to amend the Guidelines, Section 12: The Short-Form Rent Increase Application.

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

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

## **Exhibit A**

### **RRB Resolution No. 2020-04**

#### **Mobilehome Rent Review Board Guidelines,**

#### **Section 12, Short-Form Rent Increase Application.**

Subsection 12D. Repeal and replace as follows:

The park owner's request for a rent increase must be based solely on the change in the San Diego Metropolitan Area Consumer Price Index, All Items/All Urban Consumers component ("CPI") since the last increase granted by the Board. The requested increase may not exceed ninety percent (90%) of the increase in CPI since the last increase granted by the Board, or 8% of the current rent, whichever is less, subject to the two year limit in Section J.

Subsection 12E. Repeal and replace as follows:

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

Add Subsection 12M:

As a condition of using a short form application, the park owner agrees to the following:

1. Upon the closure of an in-place transfer, or other conveyance of a rent-controlled mobilehome, the park owner may increase the space rent, up to and including, eight percent (8%) of the Average space rent or eight percent (8%) of the Final space rent. Park owner further agrees that rent-controlled space rent shall not exceed \$950 on July 1, 2020. Beginning in 2021, the City shall adjust the \$950 limit each year, on July 1, to reflect any increase in the CPI.
2. As used herein, the following definitions apply:
  - a. "Average space rent" means the total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome, calculated on the most recent annual rent control survey.

b. "Final space rent" means the rent charged by the owner to the departing tenant for the final month of rent before the in-place transfer.

c. "In-place transfer" means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.

3. No increase may be imposed pursuant to Subsection M when an existing mobilehome owner or resident replaces an existing mobilehome with another mobilehome, occupying the same mobilehome space. However, space rent may be increased to market rate when a park owner also owns the mobilehome or no mobilehome sits on a space.

4. No increase may be imposed pursuant to Subsection M where title to the mobilehome passes to one or more person(s) who, at the time of the title transfer, (1) was/were also lawful, authorized resident(s) of the mobilehome, or (2) were/are parents, siblings, children, of the mobilehome owner and the mobilehome remains in the same space.

5. Space rent may be increased pursuant to Subsection M once every twelve months.

6. Rent increases authorized by this regulation shall be in addition to any other space rent increases authorized by the City of Escondido's Mobilehome Rent Review Board.

7. To ensure effective oversight of vacancy control, each park owner shall submit an accurate and complete annual rent control survey to the City, using a spreadsheet provided by the City, no later than October 15th each year. At a minimum, the annual rent control survey shall identify: 1) each space, 2) the tenant's last name, 3) the amount of monthly rent charged for each space on July 1st, 4) a list of itemized utilities included in the space rent, 5) the type of space (rent controlled, park owned, long-term leased, vacant, or other ), 6) a calculation of the Average space rent for spaces occupied by a resident owned mobilehome in the mobilehome park, including both rent controlled and non-rent controlled spaces, 7) the date of the last vacancy control rent increase, and 8) the date of last short-form rent increase hearing. The City shall validate the accuracy of the Average space rent calculations by making the report available to the public.

8. Park owner agrees to not use of the short form application process for five years if the City's Mobilehome Park Rent Review Board determines that the park owner increased space rent beyond the levels provided in Subsection M.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 19**

**July 24, 2020**

**File No. 0730-10**

SUBJECT: Temporary Re-employment of a CalPERS Annuitant; 180 Day Waiting Period Exception

DEPARTMENT: Human Resources Department

RECOMMENDATION:

Adopt Resolution No. 2020-91 for an exception to the 180-day wait period per Government Code Section 7522.56 and approve the appointment of Jeffrey R. Epp as a retired annuitant to the vacant position of City Manager consistent with CalPERS requirements.

FISCAL ANALYSIS:

No increase to the City Manager budget as a result of this appointment. In fact, the budget will see a cost savings during this time. Mr. Epp will be paid a flat hourly rate and will not receive additional benefits, compensation or incentives such as health insurance, car allowance, leave accruals, or any other management benefits received under his current employment contract.

PREVIOUS ACTION:

None.

BACKGROUND:

On July 11, 2020, City Manager Jeffrey R. Epp will retire after serving the City of Escondido for 35 years as both the City Attorney and City Manager. Although officially retiring, Mr. Epp has agreed to remain an employee of the City as a retired annuitant to avoid interruption or stoppage of public business. This appointment will be effective July 13, 2020.

California retirement law generally discourages the practice of public employees working for public agencies while also receiving retirement. However, the law also recognizes the importance of certain skills and experience held by specific employees that can be of substantial benefit to the public. Two separate sections of the Government Code permit such employees to return to work for the agency from which they have retired, under specific circumstances.

Government Code Sections 7522.56 and 21221 normally require CalPERS retirees to wait 180 days after their retirement date before they are eligible to begin any post-retirement employment. However, this waiting period can be waived by the agency if the governing body adopts a resolution at a public meeting, which approves the appointment and stipulates the conditions surrounding the appointment. These interim appointments are generally for single and unique executive positions.

Once the resolution is adopted, the retiree can be appointed into a vacant position that is critically needed by the agency prior to the 180-day waiting period, for a limited term, and while a recruitment takes place to fill the vacancy.

During this appointment the following shall occur:

- Allow Mr. Epp to provide continuity in overseeing the operations of the City of Escondido;
- Allow Mr. Epp a role in ensuring successful succession planning for citywide operations; and
- Assist with a smooth and efficient transition to a new City Manager.

The term of this interim appointment will be until the City Manager vacancy has been filled. The compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid other employees performing comparable duties, divided by 173.333 to equal the hourly rate. In this case, there is a flat rate, so the minimum and maximum are the same. The monthly maximum base salary for this position is \$23,833.33 and the hourly equivalent is \$137.50, and the minimum base salary for this position is \$23,833.33 and the hour equivalent is \$137.50.

CONCLUSION:

During these unprecedented times where we are facing significant financial difficulties, ongoing COVID-19 pandemic issues and local effects of national civil unrest, it is critical to have a City Manager to oversee the operations of this full-service City. Mr. Epp has demonstrated the necessary skills and experience to successfully perform these duties. His assistance to the City in ensuring a successful transition to new leadership will have lasting benefits to the City.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jessica Perpetua*, Director of Human Resources  
6/18/20

ATTACHMENTS:

1. Resolution No. 2020-91
2. Resolution No. 2020-91 – Exhibit A - Appointment Agreement

RESOLUTION NO. 2020-91

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING THE APPOINTMENT OF JEFFREY  
R. EPP CITY MANAGER PURSUANT TO  
GOVERNMENT CODE SECTIONS 7522.56 AND  
21221 AND FOR 180-DAY WAIT PERIOD  
EXCEPTION

WHEREAS, in compliance with Government Code Section 7522.56, the City Council of the City of Escondido must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his retirement date; and

WHEREAS, Jeffrey R. Epp has served as the City Manager of the City of Escondido since May 10, 2017; and

WHEREAS, Jeffrey R. Epp, CalPERS ID No. [REDACTED], will retire from the City of Escondido in the position of City Manager, effective July 11, 2020; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 8, 2021, without this certification resolution; and

WHEREAS, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Escondido, the City of Escondido and Jeffrey R. Epp, certify that Mr. Epp has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Escondido hereby appoints Jeffrey R. Epp as an interim appointment retired annuitant to the vacant position of City Manager for the City of Escondido under Government Code Section 21221 (h), effective July 12, 2020; and

WHEREAS, an appointment under Government Code Section 21221 (h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is open until filled; and

WHEREAS, this Section 21221 (h) appointment shall only be made once and therefore will end once a new City Manager has been appointed; and

WHEREAS, the entire employment agreement, contract or appointment document between Jeffrey R. Epp and the City of Escondido has been reviewed by this body and is attached herein as Exhibit "A" and is incorporated by this reference; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$23,833.33 and the hourly equivalent is \$137.50, and the minimum base salary for this position is \$23,833.33 and hourly equivalent is \$137.50; and

WHEREAS, the hourly rate paid to Jeffrey R. Epp will be \$137.50; and

WHEREAS, Jeffrey R. Epp has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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 of the City of Escondido hereby certifies the nature of the employment of Jeffrey R. Epp as described herein and detailed in the attached appointment document.
3. That this appointment is necessary to fill the critically needed position of City Manager for the City of Escondido by July 12, 2020, because a City Manager is necessary to oversee the operations of the City of Escondido and all departments and employees in the City.

CITY OF ESCONDIDO  
RETIREE APPOINTMENT AGREEMENT

Dear Jeffrey R. Epp:

This agreement represents the terms of your appointment as City Manager with the City of Escondido. In light of your impending status as a CalPERS retiree, this is a temporary appointment subject to the requirements set forth in this letter.

This agreement exists because we have determined that your specialized skills in the areas of city management are necessary to perform the duties of City Manager on an interim basis.

The terms of this agreement include:

- The term of your appointment will be from July 12, 2020 until such time as a permanent replacement for the position of City Manager has been selected.
- Your rate of pay in the position will be an hourly rate of \$137.50
- You will not receive any further payments or benefits other than the foregoing hourly rate unless required by state or federal law.
- Your hours cannot exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City of Escondido and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21221(h). Specifically, an appointment under Section 7522.56 and 21221(h) is permissible if all of the following requirements are met;

1. The appointment is made by the City Council of the City of Escondido.
2. The appointment is to a vacant position during recruitment for a permanent appointment;
3. The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work;
4. The retiree is appointed to the vacant position no more than once;
5. The compensation received by the retiree is not more than the maximum, nor less than minimum, monthly base salary paid to other employees performing comparable duties as listed on the City of Escondido's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333;
6. The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided;
7. The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours;
8. The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer; and
9. For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that

the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

By executing this agreement, you are also, in good faith, confirming that your appointment meets each of the requirements.

There is no right to public employment expressed by this agreement. All temporary appointments are subject to the business necessity of the City of Escondido and are at-will; therefore, the appointment may end with or without cause or advance notice.

If you have additional questions or comments free to contact me directly.

Sincerely,

Jessica Perpetua, Director of Human Resources

Acknowledgment:

I, Jeffrey R. Epp, agree to this Retiree Employment Agreement, and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this agreement.

Signature: \_\_\_\_\_

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

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 17**

**June 24, 2020**

**File No. 0110-20**

**SUBJECT:** Climate Action Plan Update - Informational Report and Status Update  
(PHG 18-0009)

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

Receive report and presentation.

**PROJECT DESCRIPTION:**

The Project involves an update to the Escondido Climate Action Plan (“CAP”). A CAP lays out a policy structure including specific actions and recommendations that a local agency will use to address climate change and reduce its greenhouse gas (“GHG”) emissions. Although the City of Escondido (“City”) was one of the first group of cities to prepare and adopt a CAP in the San Diego region, a lot has changed since then – and the City’s CAP needs to be amended.

The draft has just been completed and is available for review at <https://www.escondido.org/climate-action-plan-documents.aspx>, and provided as Attachment 1. An informational presentation of the draft CAP will be made at the June 24, 2020, City Council meeting, which will highlight anticipated next steps to the planning process.

**FISAL ANALYSIS:**

Funding for the development of the CAP update is provided by SANDAG. SANDAG’s Local Government Partnership with SDG&E will fund nearly all of the work program tasks, excepting environmental review. A contract with Ascent Environmental was executed on November 8, 2018, for a not-to-exceed amount of \$48,710 to complete of the environmental review documents to support the CAP update.

There are no direct fiscal impacts associated with this item. Future funding needs for CAP implementation will be brought to City Council for consideration as a separate action item and incorporated in to the City’s regular routine budgeting process, as appropriate. However, it is important to note that cost efficiencies will be leveraged through the CEQA analysis and Mitigated Negative Declaration (“MND”) determination. These cost savings will be leveraged to support initial CAP implementation, as referenced in the *Environmental Analysis* section of this report.

## ENVIRONMENTAL ANALYSIS:

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter “CEQA”) requires analysis of agency approvals of discretionary “projects.” A project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The proposed CAP update is a project under CEQA.

An Environmental Initial Study of the draft CAP was completed in June 2020 and resulted in the development of a draft Mitigated Negative Declaration. The draft Environmental Initial Study and Mitigated Negative Declaration (“IS/MND”) will be posted for formal public review and comment for thirty days, from July 1, 2020, to July 31, 2020. Copies of the IS/MND will be available online on the project webpage, and in the office of the Planning Division for review or for purchase at the cost of reproduction. The Draft IS/MND examines the environmental impacts of the proposed CAP, and to the degree that it contains a series of subsequent, implementation projects. This type of IS/MND focuses on the changes in the environment that would result from implementation of the overall project, including implementing ordinances and policies. Therefore, the CAP IS/MND will serve as the environmental review document for subsequent activities in the CAP implementation program.

Consistent with CEQA Guidelines, the City will review subsequent activities to determine whether the implementation activity is within the scope of the IS/MND or whether an additional environmental document must be prepared.

Since an environmental document was prepared in accordance with the CEQA, the draft CAP would be considered a CEQA qualified CAP, meaning that, once adopted the CAP may be used by land use development applicants to meet GHG emission requirements of proposed development projects for CEQA purposes. If opting to do so, development applicants may streamline their CEQA process if their project meets applicable emission reduction requirements in the City’s updated CAP.

## BACKGROUND AND ANALYSIS:

The City has prepared a draft Climate Action Plan which provides a roadmap for reducing GHG emissions through the implementation of various strategies, goals, actions and supporting measures. The draft CAP sets ambitious targets to reduce emissions by 42 percent below 2012 levels by 2030, and 52 percent below 2012 levels by 2035. To meet the City’s 2030 and 2035 reduction targets, additional actions beyond those implemented at the State and federal level are required. To meet the City’s 2030 and 2035 targets, this CAP identifies strategies and measures to reduce GHG emissions citywide from a variety of emissions categories. In total, the City has identified nine strategies for reducing citywide GHG emissions:

- GHG Reduction Strategy 1 – Increase the Use of Zero-Emission or Alternative Fuel Vehicles.
- GHG Reduction Strategy 2 – Reduce Fossil Fuel Use.
- GHG Reduction Strategy 3 – Reduce Vehicle Miles Traveled.
- GHG Reduction Strategy 4 – Increase Building Energy Efficiency.

- GHG Reduction Strategy 5 – Increase Renewable and Zero-Carbon Energy.
- GHG Reduction Strategy 6 – Increase Water Efficiency.
- GHG Reduction Strategy 7 – Diversify Local Water Supply.
- GHG Reduction Strategy 8 – Reduce and Recycle Solid Waste.
- GHG Reduction Strategy 9 – Carbon Sequestration and Land Conservation.

Under each of the nine strategies are detailed measures to help reduce GHG emissions citywide. The City will implement 31 total measures to achieve emission reductions from five emissions categories: transportation, energy (electricity and natural gas consumption), water and wastewater, solid waste, and carbon sequestration. Measures were developed based on a review of the measures included in the 2013 CAP, community input, existing and future planning efforts in the City, potential co-benefits, and feasibility of implementation. Each measure provides direct and measurable emissions reductions through implementation of specific programs, policies, or projects.

Though many CAPs recognize that climate change is already taking place, the interactions between climate change, human health, and equitable climate solutions are not always addressed. As an additional component to climate action planning, the draft CAP also evaluates the City's vulnerability to climate change and developed strategies the City is and will be implementing to adapt to climate change impacts. These impacts would not affect all persons in the community equally and certain climate change effects would impact certain vulnerable populations more than others. A broader examination of social equity and environmental justice through climate adaptation planning assists in the development of more sustainable public policies that address climate change at the community level. Therefore, this CAP includes measures to improve the City's resilience to potential environmental risks and hazards that will be exacerbated by climate change, while seeking equitable climate change adaptation solutions for all residents, businesses, and other community members. In total, the City has identified eight strategies for addressing climate adaptation, social equity, and environmental justice:

- Adaptation Strategy 1 – Fully anticipate, plan for, and mitigate the risks of climate change and seize the opportunities associated with the social and environmental change.
- Adaptation Strategy 2 – Make sure that everyone is given the opportunity to be prepared for the current and future risks that are exacerbated by climate impacts.
- Adaptation Strategy 3 – Hardwire social equity and environmental justice into new programs and projects.
- Adaptation Strategy 4 – Develop working relationships with other agencies and continue to analyze climate impacts.
- Adaptation Strategy 5 – Make sure that everyone has equitable access to full, healthy lives.
- Adaptation Strategy 6 – Create "climate safe and decent" housing options.
- Adaptation Strategy 7 – Build capacity for adaptive neighborhoods.
- Adaptation Strategy 8 – Build a sustainable and resilient transportation network.

Included within each adaptation strategy are programs and policies to support climate adaptation and resiliency, with a focus on specific vulnerabilities and impacts that have the potential to affect the community's populations, functions, and structures.

NEXT STEPS:

Up to this point, public outreach has been heavily emphasized in the planning process to ensure the climate action planning process reflects the community's vision for the future. Input received through the first phase of outreach helped identify the vision and establish a preliminary set of "targets" that reflect the community-supported solutions to achieving GHG reductions. For the City Council and the public to make informed decisions about the CAP, and to help implement the various strategies, it will be important to continue to engage the public in this effort. To date there has been a considerable amount of effort to engage a broad spectrum of local stakeholders. Stakeholders in the community include residents, businesses, community members, as well as major institutions and nonprofits invested in our community. Calling on these local groups has helped ensure that a wide audience was reached. The City will maintain this approach to outreach during the second phase by using a variety of communication methods to reach broad and diverse audiences, relying heavily on virtual connections.

The draft update will be circulated for public review beginning June 25, 2020. With the release of the draft CAP, and scheduled Notice of Intended Decision for the IS/MND to be posted on July 1, 2020, all content necessary to begin the decision-making process has been prepared. Steps remaining include finalizing the CAP and IS/MND after public review, along with responding to input received during the public process. Because of the importance of this project to the community, we are continuing to work on identifying how, where, and when we can most effectively involve the public. The next two months will be critical. It is anticipated that the Planning Commission will review and consider the CAP and IS/MND on August 25, 2020; and the City Council will be asked to take action on the project at a meeting in September. Current efforts to engage the public are focused on the Environmental Community Advisory Group, stakeholder meetings, staff virtual presentations, social media, and emails and newsletters. Based upon feedback from the Environmental Community Advisory Group and other public comments, it is anticipated that revisions will be made to draft CAP.

The objective of the June 24, 2020, meeting is for the City Council to receive the draft CAP, receive all written correspondences received to date (Attachment 2), and hear new public comment. It is important to note that the City Council may decide to modify the proposed measures and strategies later, following the benefit of thorough outreach.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Mike Strong*, Director of Community Development  
6/17/20 4:10 p.m.

CAP Update  
June 24, 2020  
Page 5

ATTACHMENTS:

1. Attachment 1 – Draft CAP
2. Attachment 2 – Written Public Correspondences

**ATTACHMENT 1**  
**CITY COUNCIL STAFF REPORT PACKET**  
**PHG18-0009**  
**(JUNE 24, 2020)**

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

- Executive Summary

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP0ExecSumm\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP0ExecSumm_FINAL.pdf)

- Chapter 1

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP1Intro\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP1Intro_FINAL.pdf)

- Chapter 2

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP2Inventory\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP2Inventory_FINAL.pdf)

- Chapter 3

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP3GHGReduction\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP3GHGReduction_FINAL.pdf)

- Chapter 4

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP4Implementation\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP4Implementation_FINAL.pdf)

- Chapter 5

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP5Adaptation\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP5Adaptation_FINAL.pdf)

- References

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP6References\\_FINAL.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/DraftCAP6.18/EscondidoCAP6References_FINAL.pdf)

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Thursday, May 16, 2019 5:57 PM  
**To:** Laura Hunter  
**Cc:** Mike Strong; Kyle Rentschler  
**Subject:** Re: Community Choice Energy - fesability study

How can we help move this forward. I have a meeting with Mayor McNamara on the 29th.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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On Thu, May 16, 2019 at 5:28 PM Laura Hunter <[earthlover@sbcglobal.net](mailto:earthlover@sbcglobal.net)> wrote:

Great! Will this item be on the agenda soon do you know?

L

Sent from my iPhone

On May 16, 2019, at 5:23 PM, Mike Strong <[mstrong@escondido.org](mailto:mstrong@escondido.org)> wrote:

We have been in communications with Vista about the upcoming RFP. We will need council to allocate funds to partially the budget necessary to to the study. This action will authorize doing the study in 2019/2020.

Mike

Sent from my iPhone

On May 16, 2019, at 5:10 PM, Richard Miller <[richard.miller@sierraclub.org](mailto:richard.miller@sierraclub.org)> wrote:

Hi Mike,

I wanted to ask if there is any interest or is their a movement to conducting a feasibility study for the formation of a Community Choice Energy program.

As you are aware, almost all of the cities in the county and the county itself have either completed or are moving to have feasibility studies done. Both the cities of San Marcos and Vista have indicated that they are interested in looking at the formation of a CCE as part of their CAP updates.

The city of Vista has already decided to do a feasibility study.

There is a great opportunity for the cities of Escondido, San Marcos and Vista to do a joint feasibility study that would cut the cost each would have to pay.

I also understand that the Oceanside City Council is interested in exploring a CCE with the cities along the 78: Vista, San Marcos and Escondido.

**Richard Miller**  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Wednesday, July 10, 2019 3:56 PM  
**To:** Mike Strong  
**Cc:** Laura Hunter; Kyle Rentschler  
**Subject:** Re: Community Choice Energy - fesability study

Thank you.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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On Wed, Jul 10, 2019 at 3:41 PM Mike Strong <[mstrong@escondido.org](mailto:mstrong@escondido.org)> wrote:

Hi there. This item is up for consideration on July 17. The staff report should be available soon.

Mike Strong

Assistant Planning Director

City of Escondido

(760) 839-4556

[mstrong@escondido.org](mailto:mstrong@escondido.org)



**From:** Richard Miller <[richard.miller@sierraclub.org](mailto:richard.miller@sierraclub.org)>  
**Sent:** Thursday, May 16, 2019 5:10 PM  
**To:** Mike Strong <[mstrong@escondido.org](mailto:mstrong@escondido.org)>  
**Cc:** Laura Hunter <[earthlover@sbcglobal.net](mailto:earthlover@sbcglobal.net)>; Kyle Rentschler <[kyle.rentschler@sierraclub.org](mailto:kyle.rentschler@sierraclub.org)>  
**Subject:** Community Choice Energy - fesability study

Hi Mike,

I wanted to ask if there is any interest or is their a movement to conducting a feasibility study for the formation of a Community Choice Energy program.

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Richard Miller

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**Mike Strong**

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Friday, August 02, 2019 9:13 AM  
**To:** Olga Diaz; Consuelo Martinez; Mike Strong; Paul McNamara  
**Subject:** [EXT] California opens \$1B in efficiency funding to electrification

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

FYI

<https://www.utilitydive.com/news/california-opens-1b-in-efficiency-funding-to-electrification/560096/>

# California opens \$1B in efficiency funding to electrification



(Credit: [WikiMedia](#))

By  
[Robert Walton](#)  
Published  
Aug. 2, 2019

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**Dive Brief:**

- California regulators on Thursday updated a decades-old energy policy to allow the state's \$1 billion annual budget for energy efficiency to be directed towards building electrification efforts, giving a boost to the state's move away from natural gas.
- The California Public Utilities Commission (CPUC) voted unanimously to alter the "three-prong test" that was originally adopted in the early 1990s to avoid encouraging programs that substitute electricity for natural gas. Efficiency advocates called the rule "an incredibly obscure piece of energy policy."
- California's greenhouse gas goals will require abandoning fossil fuels entirely, say many climate advocates. But the change had opponents, including Southern California Gas (SoCal Gas). The nation's largest gas distribution company said the new rules will "remove or reduce ratepayer protections" and obscure the real cost of some efficiency efforts.

## Dive Insight:

Efficiency advocates say the CPUC vote was a major shift in the state's efforts to achieve carbon neutrality.

The change "unlocks an amount of funding that has the potential to really transform the marketplace for energy efficient appliances," Sierra Club Regional Campaign Manager Evan Gillespie told Utility Dive. "There are at least 30 years of policy and regulations that have been built out to prefer gas. ... For building electrification to succeed, it has to cut through an enormous amount of regulatory bias that disadvantages heat pumps and other appliances."

Natural Resources Defense Council (NRDC) Senior Scientist Merrian Borgeson said CPUC's decision gives the state a "clear path to roll out new programs" that include efficient electric heating technologies largely powered by wind and solar.

"At its core, the decision clarifies how to demonstrate that a measure saves energy and reduces emissions," Borgeson explained in a blog posted shortly after the PUC vote. "It also levels the playing field for all efficiency opportunities to qualify for funding by allowing fuel substitution to adhere to the same cost effectiveness requirements as other efficiency opportunities."

The decision designates the "baseline" for energy and emissions savings comparisons, specifies that carbon emissions are the measure of environmental impact, and updates how energy savings from fuel sources are determined.

NRDC would have liked to see the changes go further, however. Borgeson said the three-prong test changes still do not allow funding for switching away from unregulated fuels such as propane and wood. That leaves out "a group of often rural and lower-income customers even though they pay into the electric efficiency funds," she wrote.

But the decision does indicate the issues will be addressed in the CPUC's proceeding on building decarbonization, and Borgeson said some commissioners have already indicated their support.

While advocates say the decision will ultimately provide economic benefits, a group of "concerned energy users and providers" from Central and Southern California, the day before the PUC vote, warned of the impacts on a range of consumers.

"This regulation will limit consumer choice of energy options and would misallocate utility ratepayer funds to measures that are not cost-effective," the group wrote.

Similarly, SoCal Gas told regulators the decision "has the potential to remove or reduce ratepayer protections by masking the cost or inflating the benefit of new [energy efficiency] technology, encourage fuel wars between gas and electric, and impact energy affordability and grid reliability."

Sierra Club's Gillespie said California has to quit burning natural gas if it wants to meet its climate goals.

"This is a massive step in the right direction," he said. The PUC's decision "changes an incredibly obscure piece of energy policy. ... The state is quickly recognizing there is no pathway to meet its climate goals without widespread electrification."

--



ReplyReply allForward

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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## Mike Strong

---

**From:** earthlover@sbcglobal.net  
**Sent:** Monday, April 08, 2019 10:17 AM  
**To:** Mike Strong  
**Subject:** Two recent climate articles

Hi Mike,  
I'm sure you saw these but here are some articles related to our climate plan.

From the LA Times or not (Business section) about the electric v. gas effort. Pretty timely and interesting. Also aligns strongly with the Sierra Club campaign to electrify all new construction. (PS I agree with the chef—induction is WAY better (and healthier) than gas! 😊 )

<https://www.latimes.com/business/la-fi-gas-stove-climate-change-southern-california-20190404-story.html>

Also, SDUT this report from Scripps researchers supports the phase out of fossil fuels and makes the case really well  
<https://www.sandiegouniontribune.com/news/environment/story/2019-04-02/cutting-carbon-emissions-could-save-lives-climate-change-scripps-oceanography-ucsd-pollution-air-quality>

FYI  
Laura

## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Monday, July 22, 2019 9:17 AM  
**To:** Mike Strong  
**Subject:** [EXT] Fwd: 2019 New Construction Reach Codes Cost-effectiveness Studies - Nonresidential Final Report

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Not sure if you get these notices, so thought I would pass along.

Richard Miller  
Chapter Director

Sierra Club San Diego  
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From: <[mistib@comcast.net](mailto:mistib@comcast.net)>  
Date: Tue, Jul 16, 2019 at 12:22 PM  
Subject: 2019 New Construction Reach Codes Cost-effectiveness Studies - Nonresidential Final Report  
To: <[mistib@comcast.net](mailto:mistib@comcast.net)>



California Reach Codes Stakeholders-

The IOU Codes and Standards Reach Codes Program is pleased to notify you that we have posted the final version of the [2019 Nonresidential New Construction Cost-effectiveness Report](#) on the LocalEnergyCodes.com web site. We are wrapping up a couple details on the Residential New Construction report and expect to post it within the next two days.

The reports document the cost-effectiveness of requiring residential new construction and nonresidential new construction projects to exceed the minimum state requirements of the 2019 Title 24, Part 6 (Building Energy Efficiency Standards). The [2019 Local Energy Ordinances page](#) also contains a Summary of Reach Codes Opportunities and Options and an overview of the Reach Codes process.

The Reach Codes team is grateful for the recommendations, feedback and reviews we've received from the stakeholders as we developed the reports! Your recommendations have improved the products and we look forward to continuing our work with you as we develop new studies targeting other energy-savings opportunities, including new mid-rise multifamily buildings and retrofits in existing buildings.

Please send comments, questions, requests or recommendations to the LocalEnergyCodes.com contact email at [info@localenergycodes.com](mailto:info@localenergycodes.com).

Regards-

Misti Bruceri

(for [LocalEnergyCodes.com](http://LocalEnergyCodes.com))

## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Monday, July 22, 2019 10:32 AM  
**To:** Mike Strong  
**Subject:** [EXT] Fwd: [CA-BD] Zero Carbon Conference Schedule  
**Attachments:** 2019 Zero Carbon Retreat Flyer Final.pdf

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

If you are interested any any part of the conference, you can join via Zoom for free.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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**From:** Sean Armstrong <[seanarmstrongpm@gmail.com](mailto:seanarmstrongpm@gmail.com)>  
**Date:** Sun, Jul 21, 2019 at 12:26 AM  
**Subject:** [CA-BD] Zero Carbon Conference Schedule  
**To:** CA Building Decarbonization <[ca-building-decarbonization@googlegroups.com](mailto:ca-building-decarbonization@googlegroups.com)>  
**Cc:** Micah Lang <[Micah.Lang@vancouver.ca](mailto:Micah.Lang@vancouver.ca)>, 100% Clean Energy <[100-PERCENT-CLEAN-ENERGY@lists.sierraclub.org](mailto:100-PERCENT-CLEAN-ENERGY@lists.sierraclub.org)>

Hey Team!

Below and attached is the schedule for this Thursday and Friday's Zero Carbon Retreat. It's free to join online with Zoom.

We're going to dig into Berkeley's success banning gas, how to build Zero Carbon in the Northeast, the design of central hot water heat pumps, the use of skinny pipes, upcoming decarb laws and codes, battery storage and the cleaning grid, and so much more!

Please share the flyer widely--I'd love for people to get access to this advanced technical conference! :)

Warm regards,  
Sean

# You are invited to Redwood Energy's Zero Carbon Retreat

July 25<sup>th</sup> and 26<sup>th</sup> in Downtown Arcata, Moonstone Beach and hosted live online

## Dedicated to a Zero Carbon Society

25 deep dives from industry leaders on zero-carbon design strategies, decarbonization, case studies and more!  
Speaker Schedule is below, all times are Pacific Time (PT)

Thursday, July 25, 2019		
Time	Presenter	Presentation
9:00	Sean Armstrong	A Vision for Electrification Retrofits
9:30	Lili Guerra	Advanced Plumbing Design at Coliseum Plaza
10:00	Emily Higbee & Gary Klein	Pressure Drop Field Results for Modern Plumbing Pipes and Fittings
15 Minute Break		
10:45	Dan Johnson	How to Model Nonresidential Multifamily HVAC
11:15	Emma Raymond	Central Heat Pump Field Results from the Northeast
11:45	Michael Fink	Carbon Impacts of Solar and Grid-tied Batteries in the Northeast
12:15 - 1:30 Lunch Break		
1:30	Sarah Golden	Zero Carbon Industrial: Advances in Construction and Operations
2:00	Tim McDonald	Case Studies from Multifamily Passive House in the Northeast
2:30	John Sarter	Home Resiliency – Best Practices with Batteries in California
2:50	Ted Tiffany	All Electric Big Buildings Case Studies in California
3:10	Debra Little	Appraising the Sale Value of Carbon-Free Homes
15 Minute Break		
3:45	Ralph DiNola	The GridOptimal Initiative
4:15	Owen Howlett	TBA
4:45	Clay Johnson	The Design of a Zero Carbon Home for CEC Commissioner McAllister

Friday, July 26, 2019		
Time	Presenter	Presentation
9:00	Shawn Oram	The Science of Sizing Central Hot Water Heat Pumps
9:30	Pete Skinner	Delivering the Market Rate NetZero Multifamily Project
10:00	Sierra Alliano	Case Studies From Said Row, Los Angeles
15 Minute Break		
10:45	Gwelen Pallapa	2022 Title 24 Multifamily Code Development
11:15	Chris Dart	How are Zero Carbon MF Projects Financed in Rural California?
11:45	Martha Campbell	Advanced Zero Carbon Retrofit Practices in the Netherlands
12:15 - 1:30 Lunch Break		
1:30	Sarah Moore	Transportation and Building Electrical Planning in Berkeley
1:50	Chris Nava	The Legal Foundation of the Berkeley Building Gas Ban
2:10	Barry Hooper	San Francisco - Zero Carbon Reach Code and Future Climate
2:30	Marie Gunter	Social Justice in the Solar Industry and Decarbonization
15 Minute Break		
3:15	Sierra Dell'orge	Policy Progress at the PUC, CEC, CA 2020 Legislation and Federally
3:40	Panama Bartholomy	Progress at the Building Decarbonization Coalition
4:00	Matt Gough	The Sierra Club's Work in City and County Decarbonization Policy
4:30	Lou Jacobson	Case Studies from Prop 39 & Regional Electrification with Offshore Wind

  
**Lili Guerra**  
EDesignC Inc.

  
**Shawn Oram**  
Ecotope

  
**Martha Campbell**  
Rocky Mountain Institute

  
**Emma Raymond**  
McGrain Associates

  
**Chris Dart**  
Danco Communities

  
**Panama Bartholomy**  
Building Decarbonization Coalition

  
**Timothy McDonald**  
Union Flats LLC

  
**Marie Gunter**  
GRID Alternatives

For the schedule and more speaker information visit: <https://www.zneretreat.com/>

**Join the conference live at:**

Zoom: <https://zoom.us/j/480042967>

YouTube: <https://www.youtube.com/channel/UCJKLEFaRmmCLFNCA56I-s0Q>

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## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Tuesday, April 30, 2019 10:01 AM  
**To:** Mike Strong  
**Cc:** George Courser; Laura Hunter  
**Subject:** Additional Comments on Adaptation, SE, SJ

Hi Mr. Strong,

I heard an interesting tid-bit on the radio this morning during the commute. The California Energy Commission reported that there is \$90 million available for electric busses. Not sure if this is for replacement and/or new service. As I mentioned last night, transportation inequality is one of the issues unserved communities experience. I would like to see if there is a possibility of establishing a city electric bus system that feeds into the NCTD system. Especially if funding is available.

Thank you

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

Pronouns: He, him, his

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## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Tuesday, May 28, 2019 9:27 AM  
**To:** Mike Strong  
**Subject:** Fwd: [CA-BD] Building Decarbonization Coalition Webinar Series Presents: "Residential Building Electrification Cost-effectiveness" with Amber Mahone of E3

FYI, I thought you might be interested in this.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
858-569-6005

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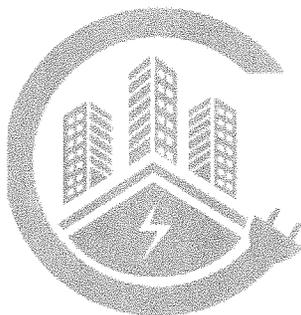
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----- Forwarded message -----

**From:** Panama Bartholomy <[panamabartholomy@gmail.com](mailto:panamabartholomy@gmail.com)>  
**Date:** Fri, May 24, 2019 at 2:49 PM  
**Subject:** [CA-BD] Building Decarbonization Coalition Webinar Series Presents: "Residential Building Electrification Cost-effectiveness" with Amber Mahone of E3  
**To:** CA Building Decarbonization <[ca-building-decarbonization@googlegroups.com](mailto:ca-building-decarbonization@googlegroups.com)>

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Building Decarbonization  
Coalition Webinar  
Series Presents:

**Residential Building  
Electrification Cost-  
effectiveness**

With Amber Mahone of Energy and Environmental Economics, Inc. (E3)



**June 4, 2019**

**1:00 EST/10:00 PST****Register in advance for this exciting webinar:**<http://bit.ly/2VNsA8S>

---

The Building Decarbonization Coalition, as part of its on-going educational webinar series, is excited to welcome Amber Mahone to present the results of E3's new study, "Residential Building Electrification in California," which provides important insight into the cost-effectiveness of building electrification for households. This study examines costs, savings, and emissions for electric and gas appliances in six different home types in geographical areas (six climate zones) covering over half the state's population. Unlike prior studies, it closely evaluates the consumer cost perspective on building electrification and quantifies GHG emissions savings by home type.

E3 found that **building electrification would deliver lifecycle cost savings for most home types** in the study area. For homes with air conditioning – about 80 percent of the total – the economics are particularly strong. All new construction homes and the majority (84 percent) of existing single-family homes with A/C would save by going all-electric. For homes without air conditioning the story is more mixed, as these homes wouldn't realize the capital cost savings of replacing two appliances (a gas furnace and an air conditioner) with one (a heat pump).

E3 also found that **electrification would significantly reduce greenhouse gas emissions from homes – starting today**. For example, a Sacramento home built in the 1990s would immediately cut its GHG emissions nearly in half by switching to all-electric appliances. By 2050, with a significantly cleaner electric grid, the GHG savings would grow to over 80 percent – more, if California achieves carbon neutrality.

The study was commissioned by Southern California Edison (SCE), Sacramento Municipal Utility District (SMUD), and the Los Angeles Department of Water and Power (LADWP). Frontier Energy, Point Energy Innovations, and AECOM contributed to the study.

---

Please register in advance for this webinar to get call-in details:

<http://bit.ly/2VNsA8S>



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Sacramento, CA 95814-3812

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For more options, visit <https://groups.google.com/d/optout>.

## Mike Strong

---

**From:** earthlover@sbcglobal.net  
**Sent:** Wednesday, March 25, 2020 8:34 AM  
**To:** Mike Strong  
**Cc:** Richard Miller; 'Swift, Timothy'  
**Subject:** [EXT] Climate and Environment Community Advisory Committee

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Hi Mike,

I hope all is well with you and your family. I wanted to touch base with you about the climate plan and our community advisory group. In addition to the comments you received from Richard Miller, our Subcommittee has been working on our comments and ideas and, once the stay home order was issued, we continued on video chat. We will soon be ready to share our presentation with the full committee and you. We are preparing to do it on WebEx or Zoom. I asked Jan Seeley about the committees and she said that she understood that all work had stopped until further notice.

We were hoping to call a full Envl ComAdv meeting for April 6<sup>th</sup> virtually. Would that work?

What other advice do you have for us?

I supposed we could submit our information in writing but we have prepared a power point.

Please let me know how you think we should proceed with the committee. As you can imagine, we think forward motion on the climate plan is critical path once this thing (hopefully) abates a bit.

Thanks

Laura Hunter

**Good morning Mike and Zack!**

On behalf of the The Escondido Community Advisory Group Sub-Committee on Effective and Equitable Climate Action Measures (ECAP), we request an *informational agenda item* be placed on the June 10<sup>th</sup> City Council agenda.

**Agenda item title:** Climate Change Impacts to San Diego County and Sub-Committee for Environment and Climate Action: ECAP summary recommendations

**Speakers**

Dr. Dan Cayan, Research Climatologist, UCSD Scripps Institution of Oceanography and Lead Author, 2018 CA 4<sup>th</sup> Climate Change Assessment: San Diego Regional Report

Escondido Community Advisory Group Sub-Committee members

**Background**

The Sub-Committee is a sub-group formed under the City-endorsed Community Advisory Group (CAG) Committee for Environment and Climate Action. We have been working since December, 2019 to assess and provide input and feedback to the City Planning Department as staff work towards updating the Escondido Climate Action Plan. Our intent in this presentation is to provide a brief overview of the science that drives our recommendations and an overview of our recommendations to City staff to solicit Council feedback and discussion.

**Materials:** We will submit two ppt presentations in support of our talk.

## Mike Strong

---

**From:** Kate Barba <katharine.barba@gmail.com>  
**Sent:** Wednesday, May 27, 2020 10:19 AM  
**To:** Mike Strong; Zachary Beck  
**Cc:** Paul McNamara; Consuelo Martinez; Olga Diaz; Michael Morasco  
**Subject:** [EXT] Climate and Escondido Subcommittee recommendations  
**Attachments:** ECAP Request.CouncilAgenda.item.5.27.2020.pdf

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**Good morning Mike and Zack!**

On behalf of the The Escondido Community Advisory Group Sub-Committee on Effective and Equitable Climate Action Measures (ECAP), we request an *informational agenda item* be placed on the June 10<sup>th</sup> City Council agenda. (here and attached)

**Agenda item title:** Climate Change Impacts to San Diego County and Sub-Committee for Environment and Climate Action: ECAP summary recommendations

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**Materials:** We will submit two ppt presentations in support of our talk.

## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Wednesday, April 22, 2020 11:35 AM  
**To:** Mike Strong  
**Subject:** [EXT] Community Advisory Group

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Hi Mike,

I was wondering if you received the letter, recommendations and power point that the Community Advisory Group Sub-Committee on the ECAP sent to you.

Have you had the opportunity to look at it?

I have also heard that Bill Martin is retiring and that you will be taking his position. If so, congratulations.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
(w) 858-569-6005  
(c) 619-248-5419

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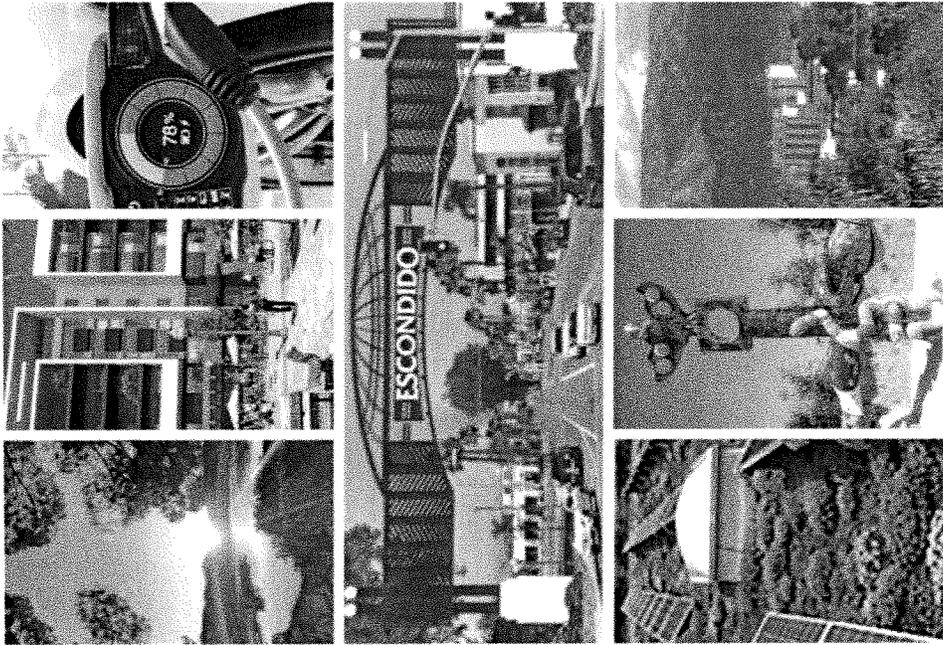
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# Escondido Climate Action Plan

## Escondido Community Advisory Group Sub-Committee on Effective & Equitable Climate Measures

Summary of “ECAP” Recommendations  
April 2020



# Escondido Community Advisory Group Activities 2020

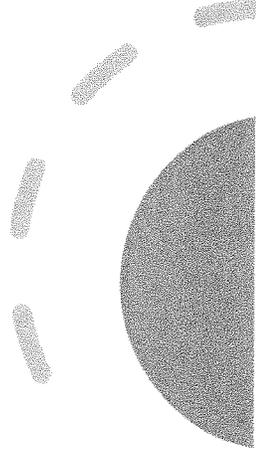
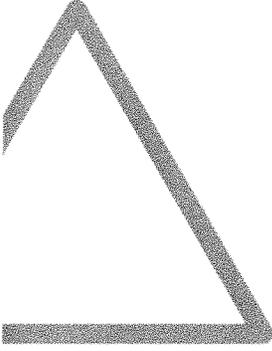
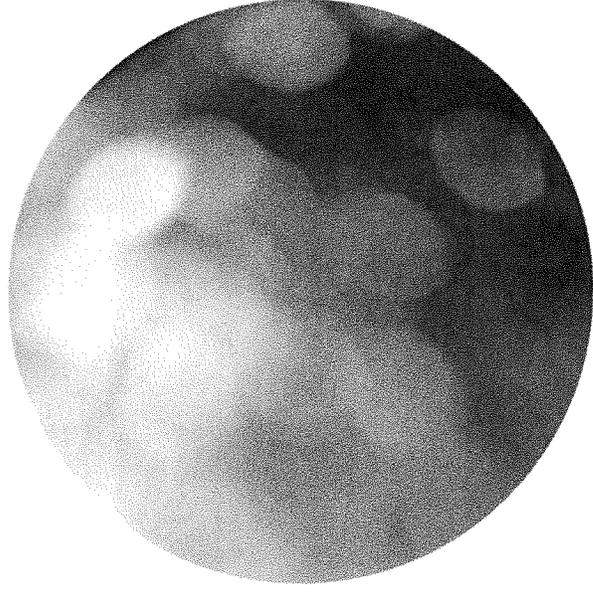
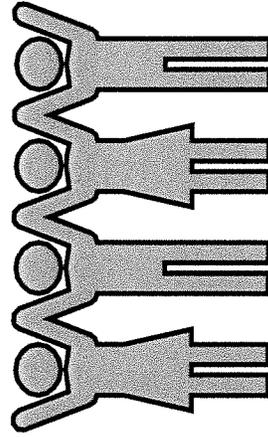
## Meetings

-  Community Advisory Group created Subcommittees Reduce Single-use plastics/Zero Waste  
Escandido Climate Plan measures
-  Participated in in-person meetings (City and Roundtable Pizza)
-  Held 11 Subcommittee meetings by Zoom (March- May)
-  Convened full Community Advisory Group meeting April 6 (22 attendees)
-  Met with staff and elected officials to receive input.

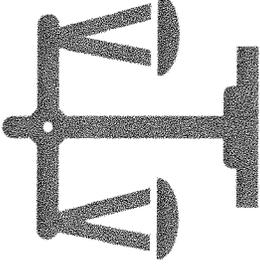
## Work Products

- Recording of April 6 full Advisory Group presentation.
- Supplemental Report of rationale and evidence supporting recommendations.
- Full power point presentation
- Summary power points

# Integrating Social Equity into the Escondido Climate Action Plan



# Justice and Equity

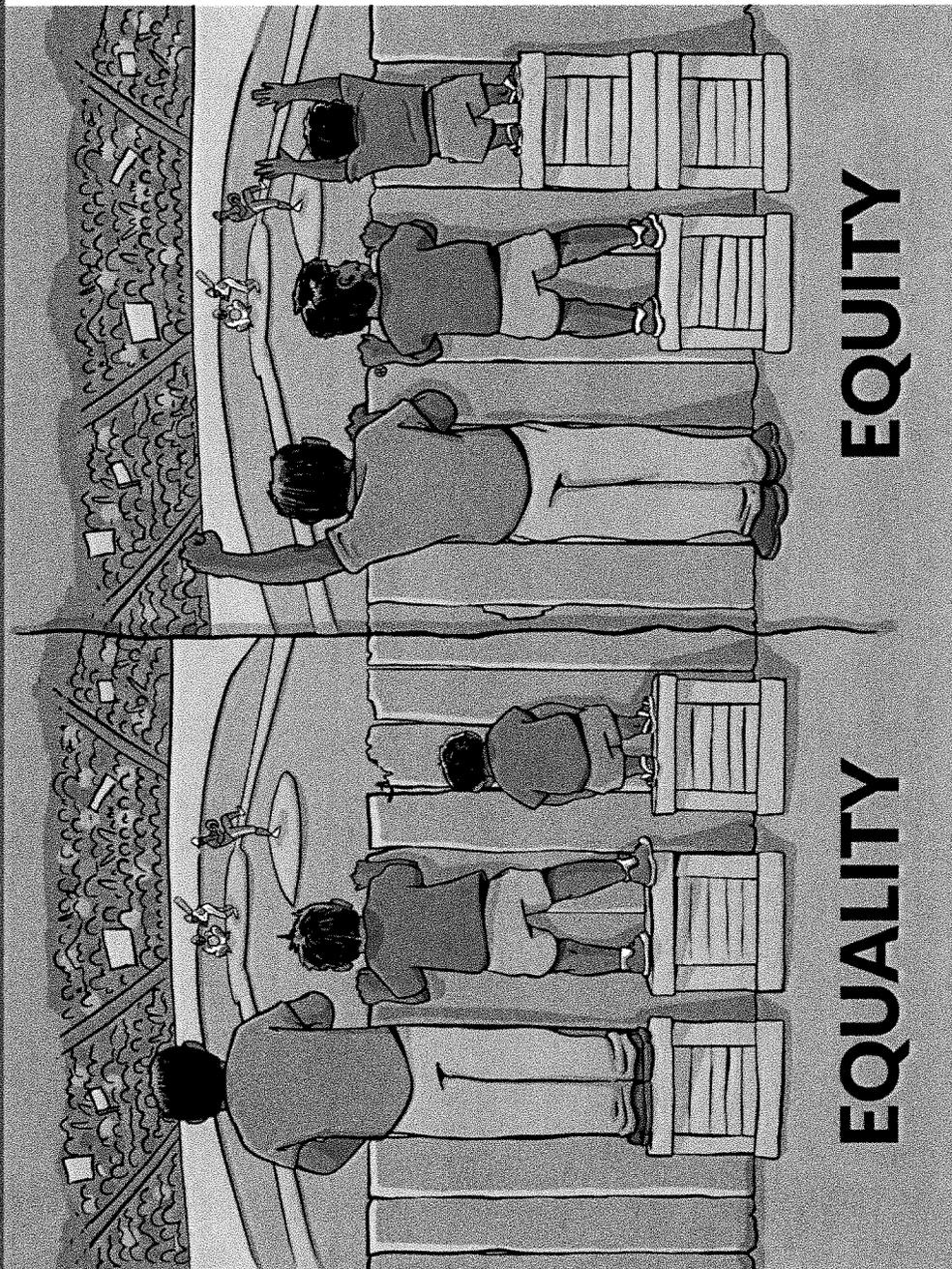


## **Environmental justice**

Environmental justice recognizes that certain communities - generally lower-income & communities of color - have historically borne the brunt of pollution exposure, have traditionally been left out of important decision-making processes, and ultimately will be impacted first (& worst) by climate change.

## **Social Equity**

Equitable action is an EFFECTIVE approach for meeting the needs of under-served communities and vulnerable residents through policies and programs that reduce disparities while fostering places that are healthy and vibrant.



**EQUITY**

**EQUALITY**

## SOCIAL EQUITY IN CAP IMPLEMENTATION

Equitable CAP implementation addresses patterns of underinvestment, centers communities of concern, and proactively plans for long-term health, economic opportunity, and quality of life. Along with his colleagues, Dr. Manuel Pastor, Professor of Sociology and American Studies & Ethnicity at the University of Southern California, defines the following dimensions of equitable implementation:

**PAST** | **Prioritizes investments that will close racialized gaps**, especially by wealth, environmental burden, and existing amenities in a way that will improve work and economic and health opportunities for underinvested communities.

**PRESENT** | **Involves partnership throughout the process** that centers the perspectives of vulnerable communities, that supports authentic community-based participation and power, and that results in shared decision-making, while also strengthening the health and well-being of the entire region.

**FUTURE** | **Takes into account the future** by leveraging funding for long-term community health and organizational capacity, mitigates future harm that may result for new investments in a place, and incorporates metrics and evaluation to promote adaptable and effective implementation.<sup>11</sup>

<sup>11</sup>Vanessa Carter, Manuel Pastor, and Madeline Wander. 2018. Measures Matter: Ensuring Equitable Implementation of Los Angeles County Measures M & A Available at <http://dornsife.usc.edu/perc/measures-matter-la/>

## Path to Achieve Social Equity in Priority Investment Neighborhoods (PINs)

Designate PINs: areas where location, pollution, climate risks combine with inherent population characteristics and historical underinvestment to pose higher risks to residents.

Improve access and participation through education and outreach.

Designate highest priority for funding and action on key enforceable measures



Census Tract: 6073020500

Population: 5,196  
 CalEnviroScreen 3.0  
 Percentile: 70-75%

**Pollution Burden  
 Percentile: 69  
 Population  
 Characteristics Percentile: 67**

- Ozone: 61
- PM 2.5: 53
- Diesel: 65
- Pesticides: 0
- Toxic Releases: 14
- Traffic: 69
- Drinking Water: 27
- Cleanups: 30
- Groundwater Threats: 70
- Hazardous Waste: 51
- Impaired Water: 81
- Solid Waste: 86
- Asthma: 43
- Low Birth Weight: 49
- Cardiovascular Rate: 38
- Education: 88
- Linguistic Isolation: 85
- Poverty: 84
- Unemployment: 46
- Housing Burden: 94

Information about age: This tract contains 18% Children under 10. The average in California census tracts is 13%. It also contains 11% Elderly over 65. The average in California census tracts is 12%.

\*\*\*\*\*

Census Tract: 6073020601

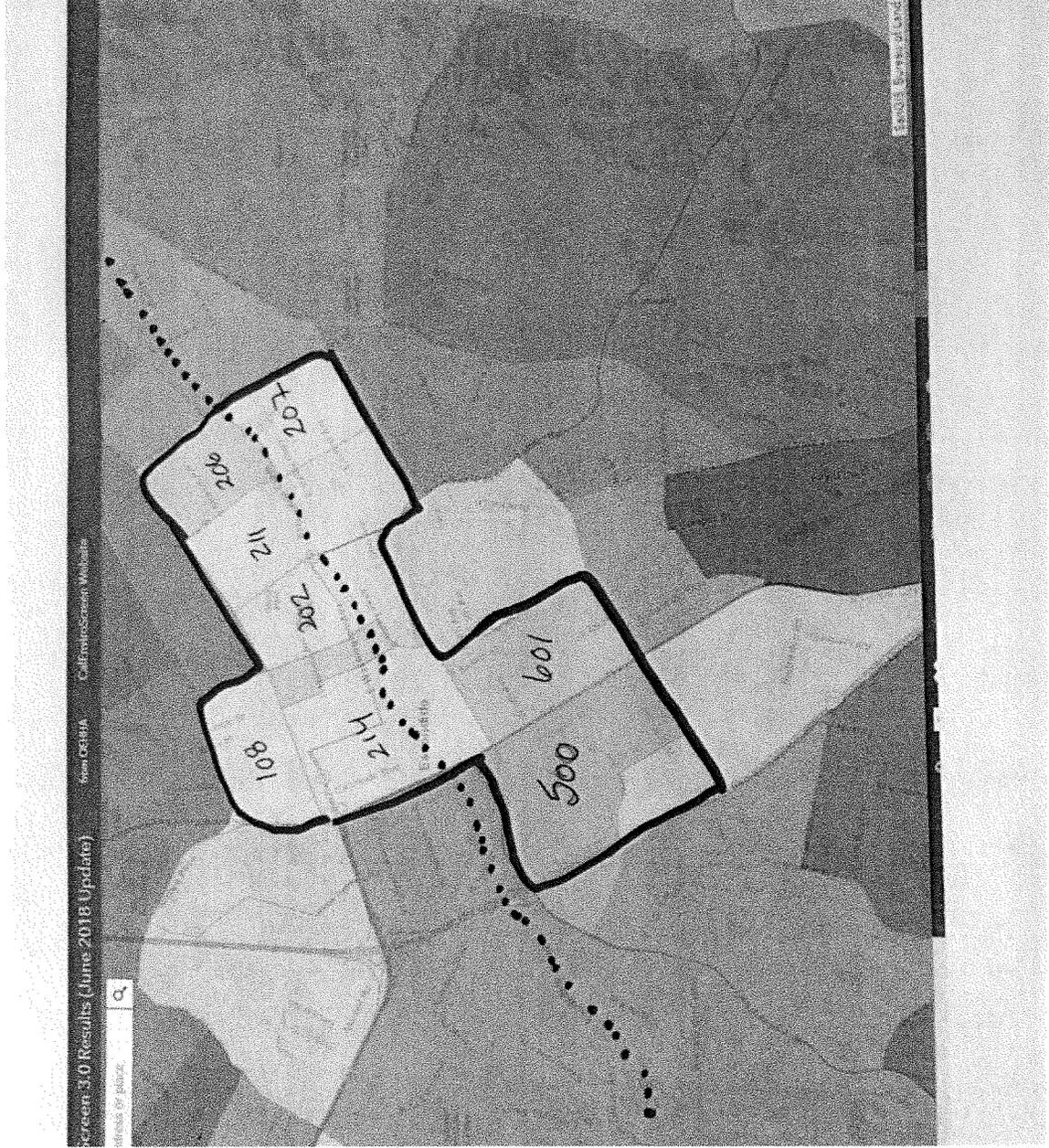
Population: 5,560  
 CalEnviroScreen 3.0  
 Percentile: 60-65%

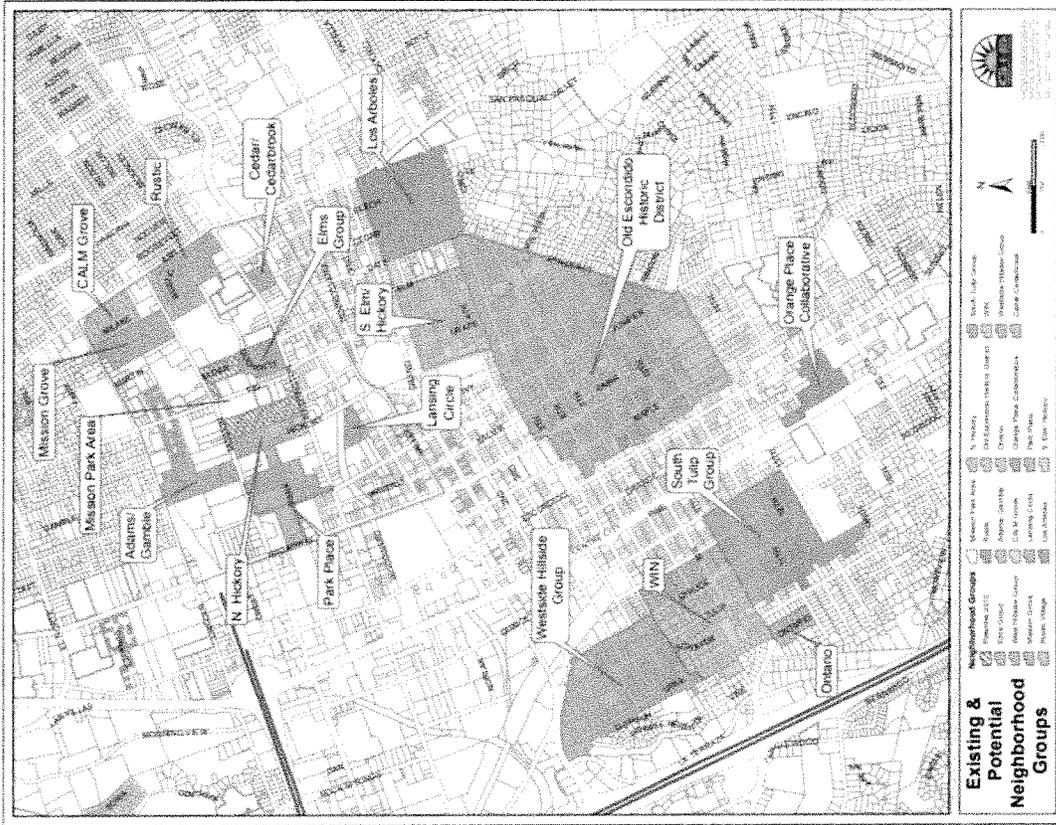
**Pollution Burden  
 Percentile: 52  
 Population  
 Characteristics Percentile: 59**

- Ozone: 61
- PM 2.5: 53
- Diesel: 65
- Pesticides: 0
- Toxic Releases: 13
- Traffic: 27
- Drinking Water: 27
- Cleanups: 6
- Groundwater Threats: 75
- Hazardous Waste: 54
- Impaired Water: 81
- Solid Waste: 74
- Asthma: 43
- Low Birth Weight: 29
- Cardiovascular Rate: 38
- Education: 89
- Linguistic Isolation: 78
- Poverty: 90
- Unemployment: 39
- Housing Burden: 82

Information about age: This tract contains 21% Children under 10. The average in California census tracts is 13%. It also contains 4% Elderly over 65. The average in California census tracts is 12%.

# Proposed Priority Investment Neighborhoods

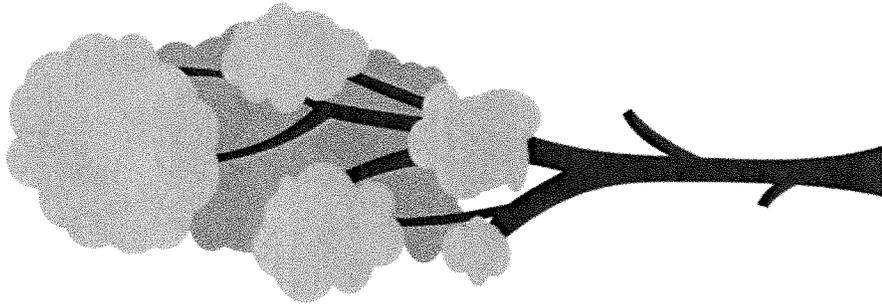




Include appropriate areas in the CBDG Neighborhood focus areas and other city-specific areas

# ECAP Measures for Priority Investment Neighborhoods (PINS)

<b>GOALS:</b>	<b>ACTIONS:</b>
Education & Outreach	Formalized ECAP Working Group or Climate Committee Regular Climate Workshops and Leadership Training
Urban Forestry and Shaded Transportation Routes	Improvements of walkways & public transportation routes, with increased tree shading, and Urban Forest Master Plan
Home Solar Energy and Retrofit Program	Expand the current weatherization program for mobile homes to include homes in priority investment neighborhoods to provide weatherization & energy efficiency upgrades for low & moderate income households.
Promote Green Jobs	<b>Inclusive, local hire requirements in CCE</b>
Green Spaces and Riparian Restoration	Restore natural areas to improve natural carbon capture & pollution reduction, to beautify & cool neighborhoods, & to create a welcoming natural space for residents to enjoy
Heat Island and Cooling Centers	Identify at-risk areas that lack in-home cooling systems & help establish cooling centers.



# The Climate & Health Benefits of Trees!!

A single mature tree **sequesters 40-80lbs of carbon** per year. For the city of Escondido's ~52,000 trees, that's 1000-2000 tons of carbon annually.

The cooling effect of a single healthy tree equates to 10 room-sized AC units

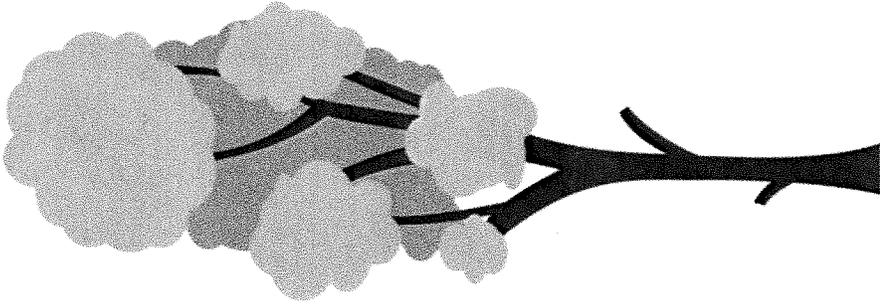
Trees allow for soil & **stormwater retention** - 1000g/y per mature tree

Trees are **critical for wildlife** habitat to thrive

Trees **reduce heat island effects** by as much as 10-15 degrees F via the shading & "evapo-transpiration" they provide.

Trees **absorb** additional GHG's & **air pollutants**

Trees **improve well-being**, & have been also been linked to **crime reduction**



## The Economic Benefit\$ of Tree\$!!

---

Appraised value of a single mature tree is **\$1,000 - \$10,000+**

---

Trees situated around buildings **reduce energy costs by ~30%**

---

Mature trees **increase property values by 10%**

---

Increased property value equates to **higher city tax revenue**

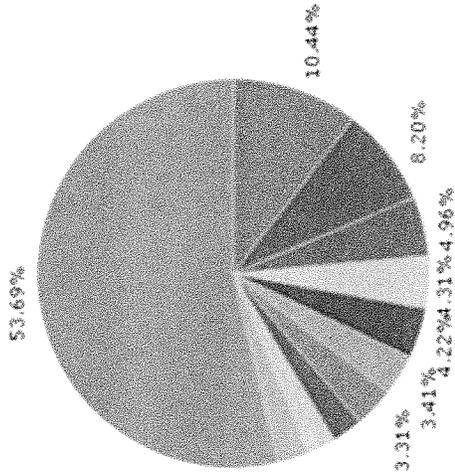
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Trees **stimulate economic development & attract new business.**  
More business equates to **increased sales tax revenue**

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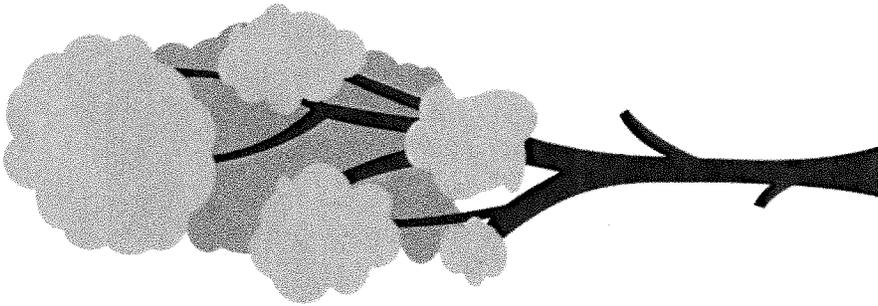
Properties with trees a are **more valuable to sell/rent**

Top 10 Species / Estimated Value



Botanical	Common	Total	Pct.	Estimated Value
Syagrus romanzoffianum	QUEEN PALM	5,177	10.44%	\$8,698,620.00
Quercus agrifolia	COAST LIVE OAK	4,064	8.20%	\$24,210,650.00
Washingtonia robusta	MEXICAN FAN PALM	2,461	4.96%	\$9,533,400.00
Platanus X hispanica	LONDON PLANE	2,137	4.31%	\$4,218,040.00
Liquidambar styraciflua	AMERICAN SWEETGUM	2,092	4.22%	\$5,205,460.00
Lagerstroemia indica	CRAPE MYRTLE	1,689	3.41%	\$1,303,060.00
Eucalyptus camaldulensis	RED GUM	1,640	3.31%	\$9,743,170.00
Jacaranda mimosifolia	JACARANDA	1,246	2.51%	\$1,940,970.00
Cupaniopsis anacardioides	CARROTWOOD	1,228	2.48%	\$2,464,520.00
Lophostemon confertus	BRISBANE BOX	1,226	2.47%	\$2,758,000.00
Other	OTHER	26,623	53.69%	\$79,929,420.00
<b>Total Trees</b>		<b>49,583</b>	<b>100%</b>	<b>\$150,005,310.00</b>

# Measures to Increase & Protect Urban/Suburban Tree Canopy



---

Create a City Forestry Team led by certified arborists. Assess current canopy coverage & identify areas of deficiency in business & residential sectors

---

Develop a master plan to fund, maintain, & improve our urban forest. Emphasize use of water wise & drought resistant native trees & shrubbery

---

Require street trees to be planted in new commercial developments

---

Adopt ordinances to require tree preservation, w/ enhanced inspection, enforcement, & maintenance capabilities

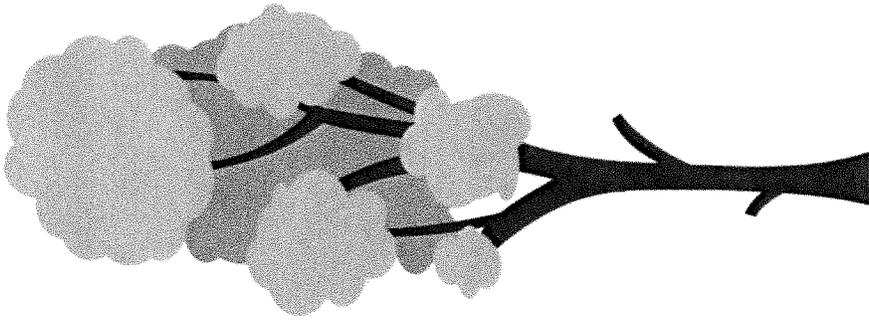
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Replacement and planting program in deficient areas & Priority Investment Neighborhoods.

---

Pursue an aggressive timeline that begins planting in 2021 and targets 15-20% total city canopy coverage by 2035.

# Urban Forest Support Initiatives



---

Pursue 2021 funding from CALFIRE Grants for canopy assessment and initial investment.

---

Pursue the funding of tree planting projects via The Escondido Community Foundation and Community Development Block Grants

---

Continued participation (expansion?) in Cool Parks, where recently volunteers planted 300 trees in Kit Carson Park and other local parks

---

Provide cost-sharing for planting of shade trees. Encourage incentive programs with local utilities/SDG&E

---

Increased City of Escondido & Community collaboration w/ Arbor Day Foundation

---



## 2019/2020 CAL FIRE Urban and Community Forestry Grant Workshops

CAL FIRE will hold eight workshops and a webinar about the 2019-2020 Urban and Community Forestry Grant Programs funded by California Climate Investments (CCI). Each workshop will cover grant opportunities for the following Urban and Community Forestry project types:

- Urban Forest Expansion and Improvement
- Urban Forest Management Activities
- Urban Wood and Biomass Utilization

It is strongly suggested that attendees familiarize themselves with the Grant Guidelines prior to the workshops so that the question and answer portion of the workshops will be of maximum value to those attending. For more information about the grant program, access to the Grant Guidelines, and to sign up for our grants list, serve visit:

<https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/>

DATE	TIME	LOCATION
Oct 16	6PM-8:30PM	South San Francisco - Council Chambers, Municipal Services Building, 33 Arroyo Drive, South San Francisco, CA 94080
Oct 16	10AM-12 Noon	Los Angeles - The River Center, Mountains Recreation and Conservation Authority, Los Feliz Room, 570 W Avenue 26, Los Angeles, CA 90065
Oct 21	10AM-12 Noon	Bakersfield - Bakersfield City School District, Maintenance Yard, 1501 Feliz Drive, Bakersfield, CA 93307
Oct 21	1PM-3PM	San Diego - Balboa Park, War Memorial Building, 3375 Zoo Drive, San Diego, CA 92101

# CAL FIRE GRANTS

<https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/>

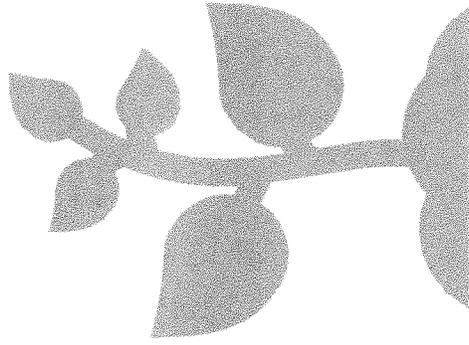


Prop 68: Urban Forest Management Activities

Priority Benefit

CAL FIRE Grant ID	Applicant	Project Title	Brief Description- Location	Grant Award Amount	DAC SDAC
E-P-19-LF-01-XB-VTC01	City of Temecula	Temecula Urban Forest Management Plan and Inventory	The City of Temecula will develop a tree inventory and develop assessment areas for Urban Forest Management Plan, perform and monitor pilot projects, and monitor tree planting events for community report. 300 trees will be planted and an aerial will be used to perform work under supervision of staff.	\$ 323,990.00	UDAC
E-P-19-LF-01-XB-VTC03	City of Davis	Davis Urban Forest Management Plan and Tree Planting	The City of Davis will develop or update an Urban Forest Management Plan, assess the recent inventory of trees for management priorities, develop outreach through community forums and planting events, partner with local non-profits to improve LF-VP, and provide technical training for individuals.	\$ 514,116.03	DAC-SDAC
E-P-19-LF-01-XB-VTC02	City of Rancho Cordova	Rancho Cordova Shade Tree Expansion Program	The City of Rancho Cordova will develop an Urban Forest Management Plan. 200 trees will be planted, conduct outreach and education with some commercial or residential property owners, 200 trees will be planted in partnership with various partners. A tree management software system will be developed for use by the city.	\$ 363,500.00	SDAC
E-P-19-LF-01-XB-VTC4	City of Fremont	City of Fremont Urban Forest Management Plan and Tree Planting Project	The City of Fremont will complete a tree inventory of all street, median, and park trees. The City will plant 250 trees, establish a 4-year Urban Forest Management Plan, form a tree advisory committee, establish a LF program manager position, promote education and outreach, and hold public events for tree planting.	\$ 860,000.00	DAC
E-P-19-LF-01-XB-VTC6	City of La Verne	City of La Verne Urban Forest Management Planning Initiative	This project will take place within the city limits of La Mesa located in San Diego County. The proposed Urban Forest Management Plan will cover the entire City, and community residents and stakeholders will be engaged through the development of the plan. To ensure community priorities and values are embedded into all programming, the City's proposed project includes a tree planting concert where 200 trees will be planted in total. Approximately 50% of the trees will be planted in the six targeted communities and approximately 50% will be planted in the surrounding Census Tracts and Block Groups (as close as census tracts).	\$ 365,200.00	DAC

ATTACHMENT 2



# LAND USE MEASURES

Enhancing carbon sequestration and carbon emission reduction

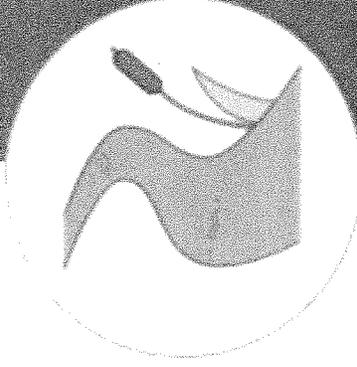
# Riparian Restoration



A 1 km restoration site could contain **~4,419 tons** of accrued carbon in soil & woody vegetation, which is equivalent to the amount of carbon released from:

- **1,478 homes/year**
- **3,411 passenger cars/year**

*(US EPA, 2015)*

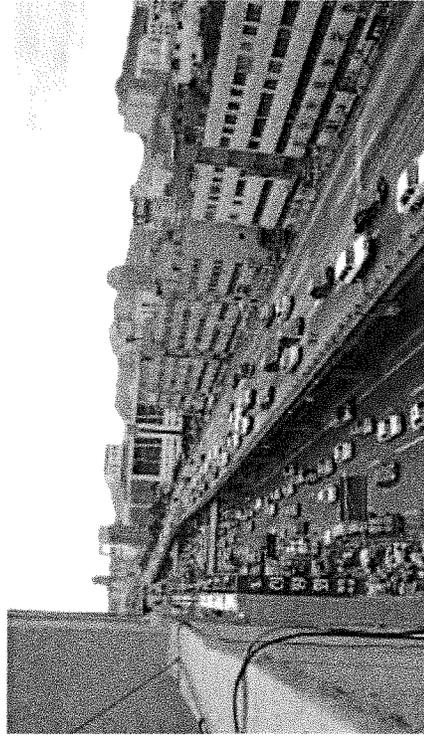


# Urban Creeks

## LOCAL PROJECTS

- Reidy Creek (\$500k, CDFW + City)
- Spruce Street (\$5 mil? SANDAG&..)
- Escondido Creek Bike Trail (\$8.5 mil CPD)
- Encinitas Cottonwood Creek (\$4 mil)

- Potential Sites
  - Reidy Creek Golf Course
  - Escondido Creek
  - Harmony Grove



10.9 kil restoration in Cheonggyecheon, South Korea approx. 281 mil



# Riparian & Chaparral Habitats Sequester Carbon

Riparian/chaparral ecosystems absorb large amounts of atmospheric CO<sub>2</sub> & store the carbon in their biomass between 0.2 MTCO<sub>2</sub>acre/year and 1 MTCO<sub>2</sub>e/acre/year.

Chaparral habitat has the largest biomass per acre in Southern California and is **our largest natural carbon sink**

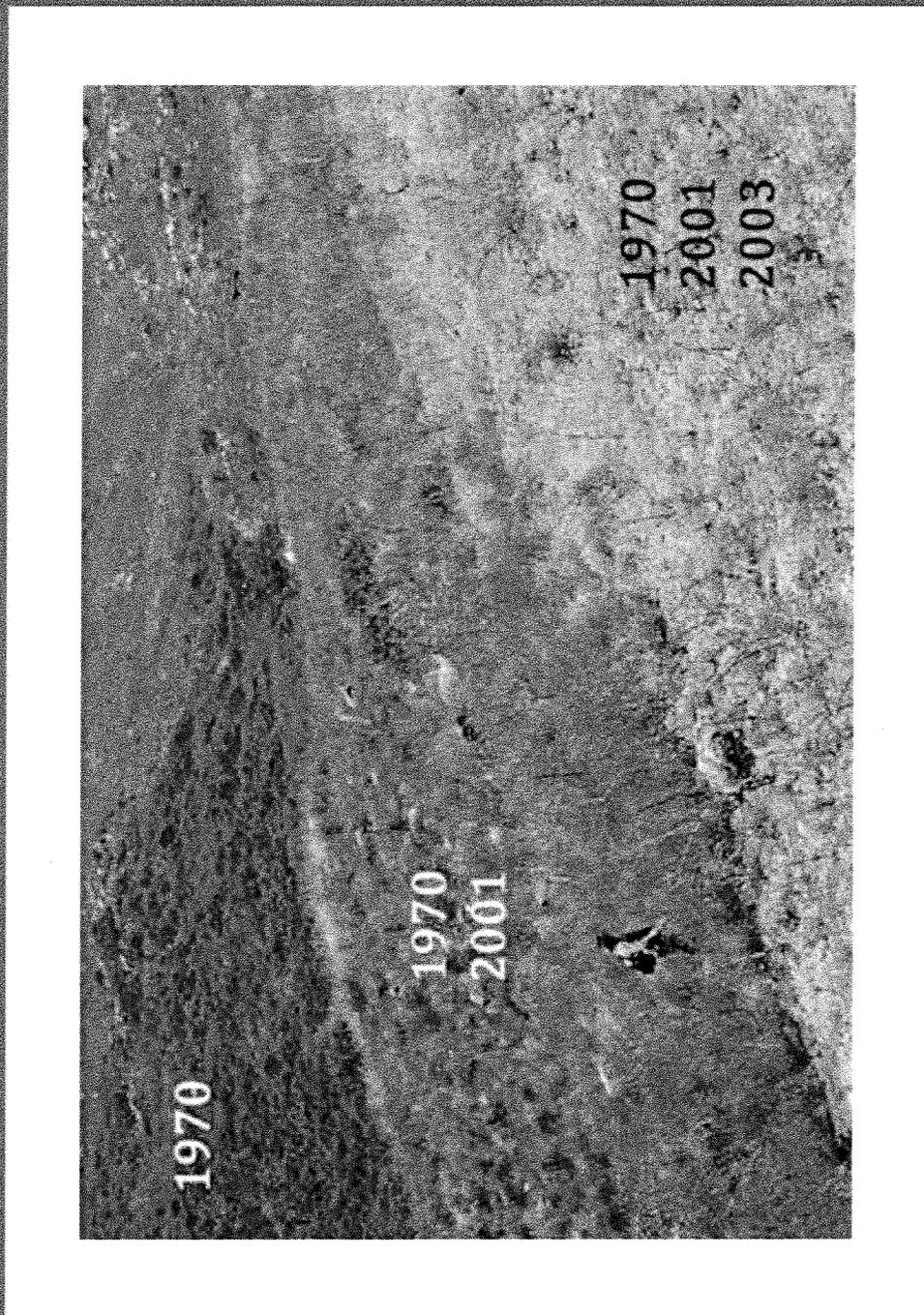
Chaparral habitat can adjust to high levels of air pollution; Planting chaparral plants in urban environments could significantly reduce the impact of air pollution

Chaparral habitats are one of the most resilient & sturdy in Southern California, but also one of the least restored

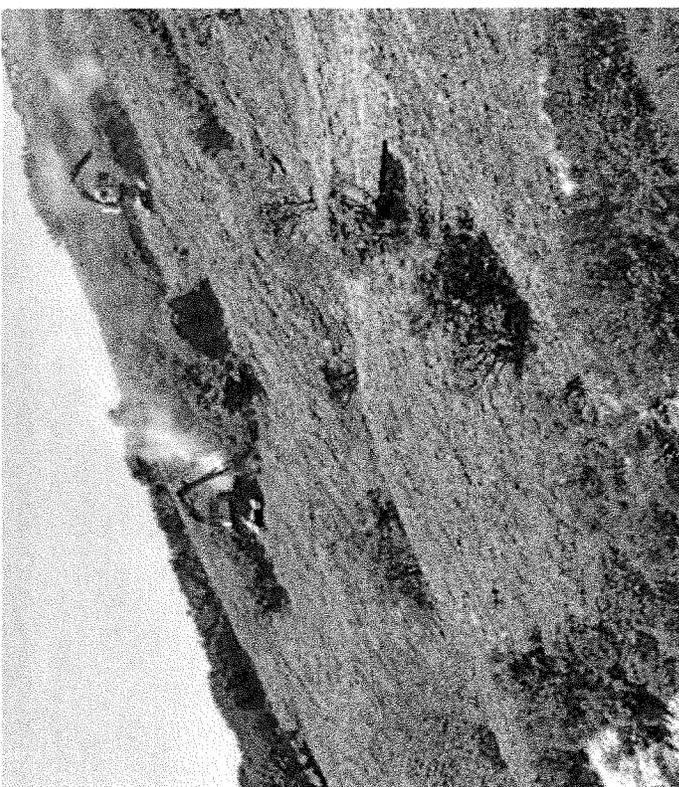
With climate change converting many of our currently forested areas, the role our chaparral habitat plays will be more important than ever



# Fire Threat To Chaparral Habitat



# Human Threat to Chaparral Habitat



## Primary cause of wildfire? Human Activity!

- 84% of U.S. wildfires were caused by human-related activity
- Human activity has tripled the length of the fire season
- Human cause fires have dominated an area seven times greater than lightning fires
- 95% of fires the California Department of Forestry and Fire Protection responds to are caused by humans
- Regional policy efforts to mitigate wildfire-related hazards would benefit from reducing the human expansion of the fire niche
- The Ranch fire, the largest in state history at 410,000 acres, ignited by a pounded a metal stake into the ground with a hammer to plug a yellow jacket nest.
- CalFire responds to 1,600 fires each year started by people using equipment improperly.



Photo: California Department of Forestry and Fire Protection; Photo: California Department of Forestry and Fire Protection

## Where will people live?

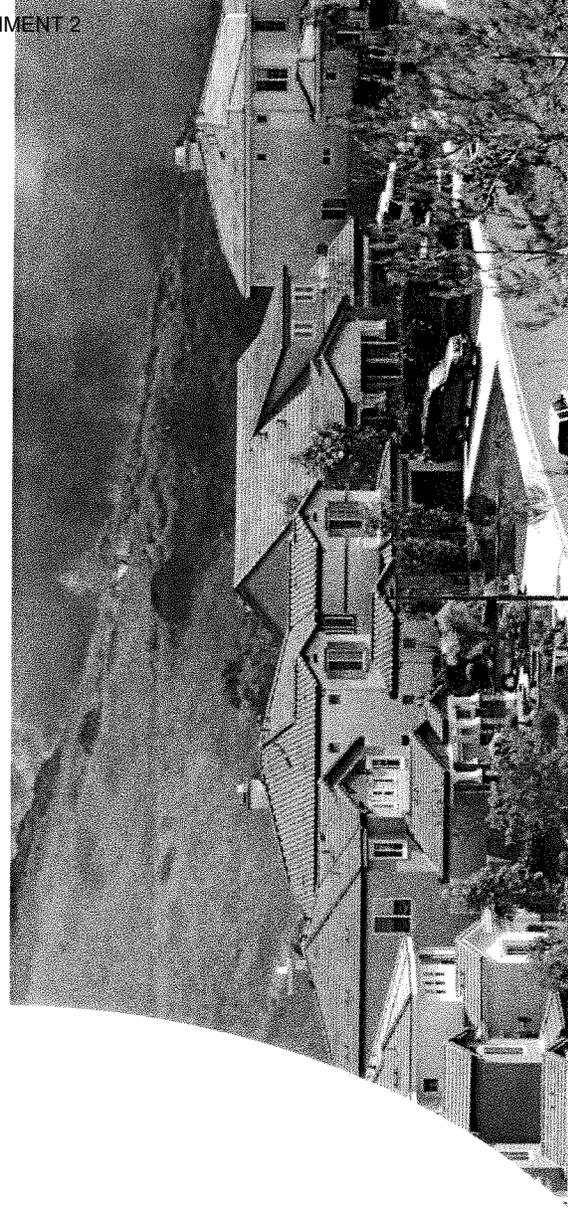
- Fragmentation of Chaparral habitat, like urban sprawl, increases the likelihood of fires
- Land use planning needs to set aside continuous habitat instead of fragmented pieces for fire prevention and wildlife corridors
- Urban sprawl should be replaced with strategic urban density incorporated with vibrant green spaces

### **Climate Benefits:**

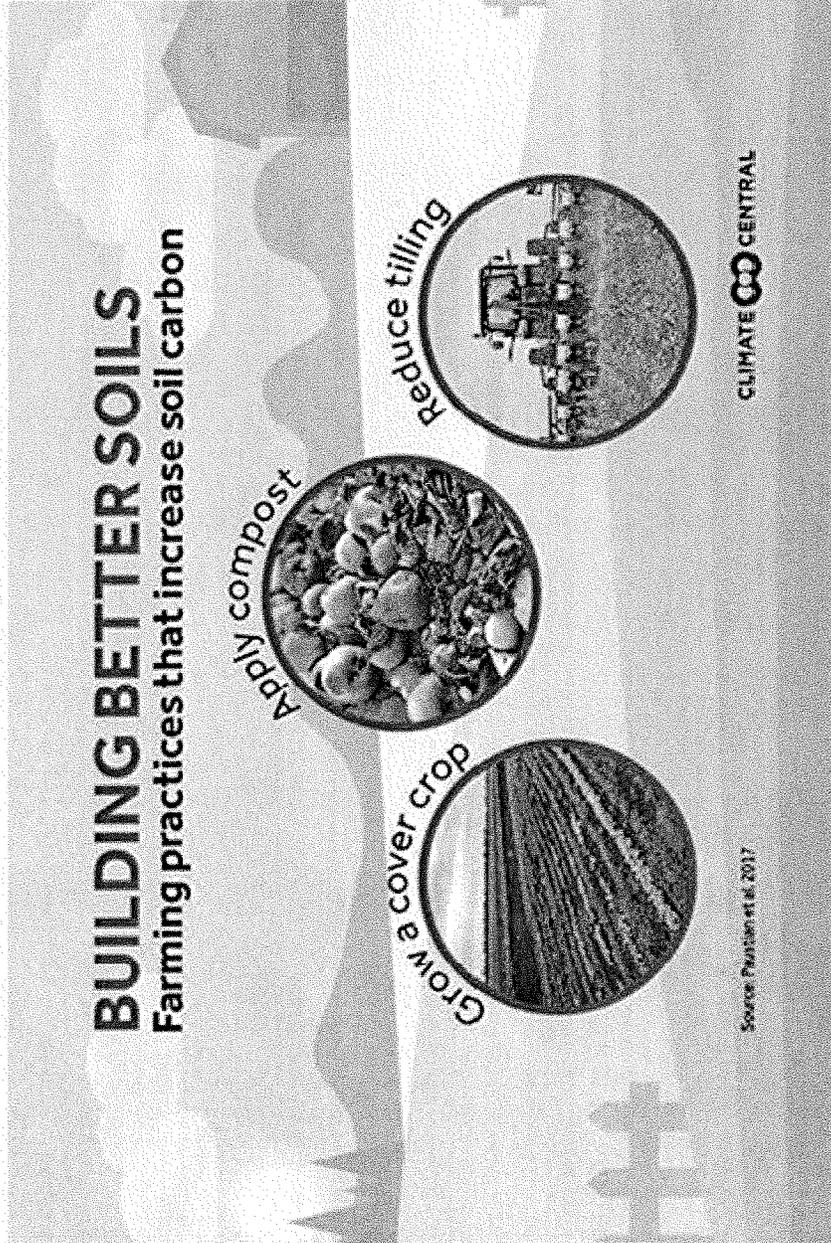
- 20-40% less driving
- Emits 13 MMt carbon/home/yr less than suburban units



ATTACHMENT 2



# Increase Carbon Farming

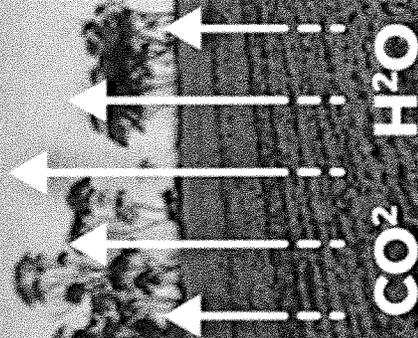


➤ Stabilize, sequester carbon and reduce emissions

➤ Compost application on cropland and rangeland has high GHG removal potential of **1.5 – 4 MTCO<sub>2</sub>e/acre/year**;

➤ Co-benefits of plant growth, increased water holding capacity

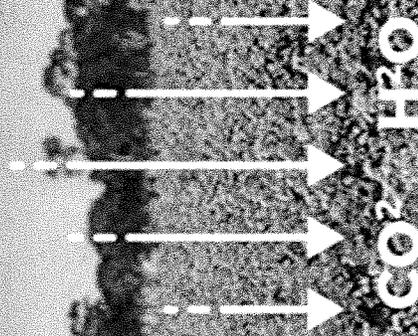
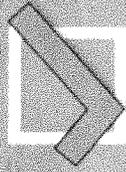
Degenerative\*



# Bare Soil

\*In general, especially on large land surfaces, this practice leads to degeneration of soil health.

Regenerative\*



# Cover Crops

\*In concert with other regenerative practices can help rebuild healthy soil.

GROUND

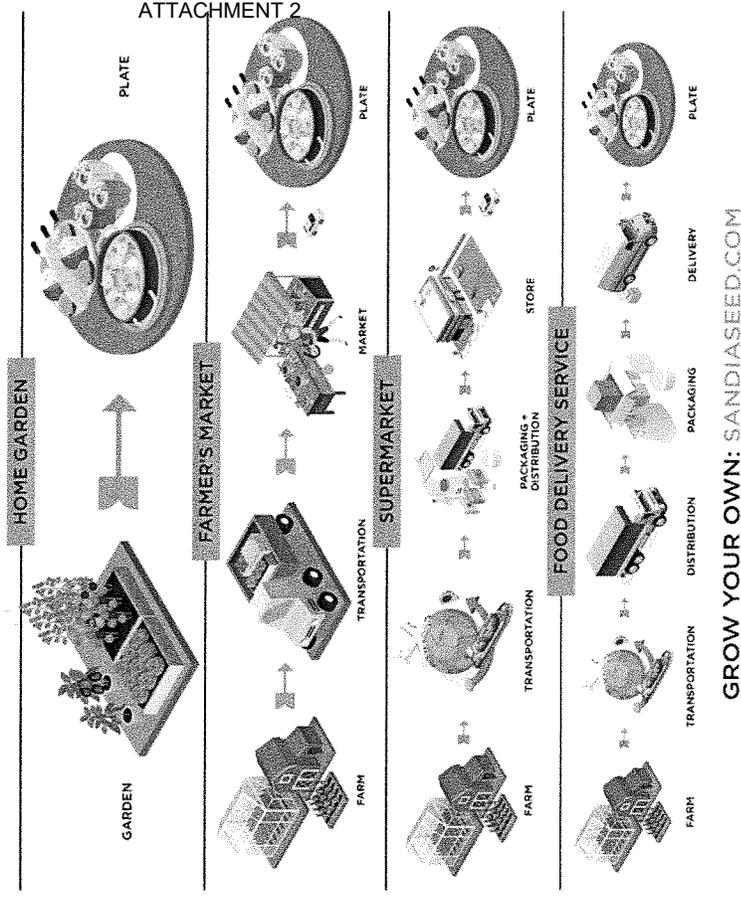
# Increase Urban Agriculture

Promote existing and establish new **community gardens** in partnership with groups in Escondido to increase learning opportunities, social networks and food sustainability

Benefits include:

- organic and local produce
- significantly improved air quality
- physical space for community building and learning opportunities

## SHORTEN YOUR FOOD CHAIN



# Measures to increase carbon sequestration and reduce carbon emissions



Mitigating fire risk will reduce loss of lives and property with co-benefits of carbon emissions reduction.



Modeling of future climate conditions to identify at risk areas. Update fire hazard maps to identify areas most susceptible to fire



Develop plan with partners to preserve and restore city creeks and riparian ecosystems & chaparral habitat.



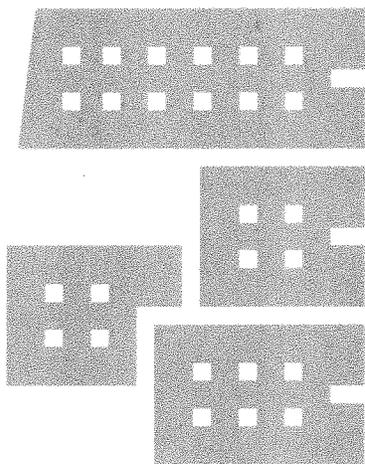
Reduce fire risk by STOPPING development in fire prone zones.



Increase carbon farming and urban agriculture



Replace roadside vegetative clearings to mitigate invasive & flammable species proliferation



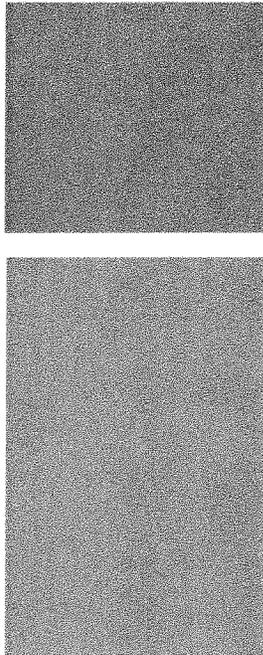
# BUILDINGS

Electrification

Energy and Water Efficiency

Existing home Retrofits

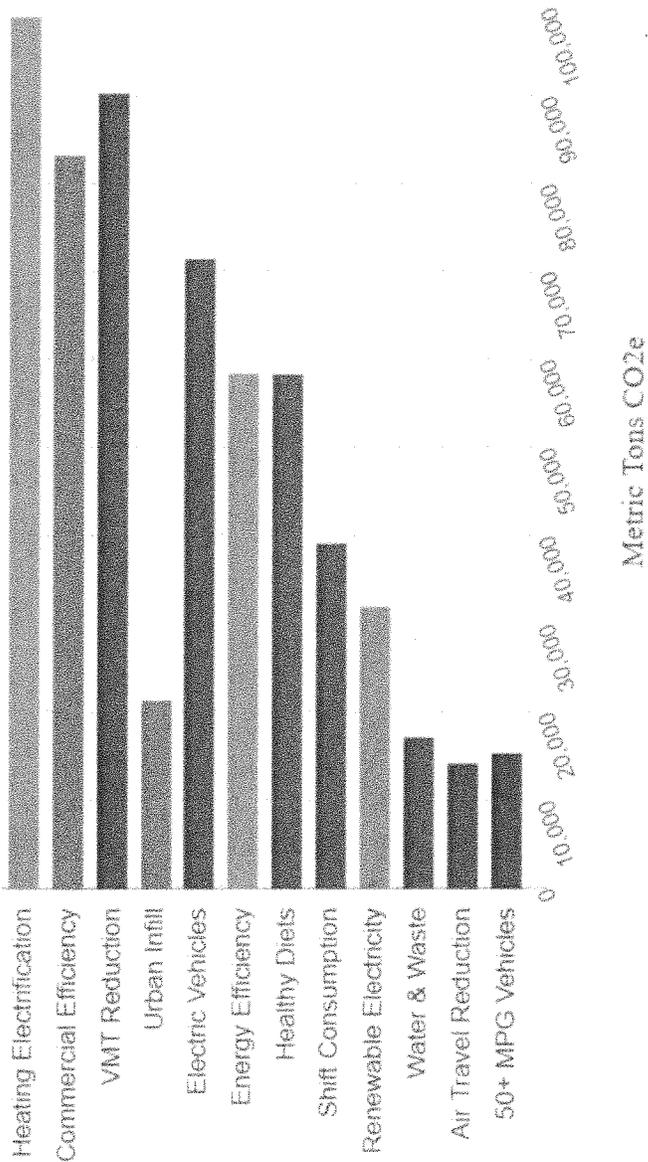
# “Cool Climate” CA GHG Policy Tool



Location 1 ESCONDIDO

SEARCH LOCATION

GHG Reduction Potential in 2030 from Local Policies



# Weatherization Talking Points Grid

## Fighting Energy Poverty

- Low-income households, including the elderly, disabled or families with children who can't afford home energy
- \$437 or more in annual utility bill savings year after year at current energy prices
- Energy savings average 35% of consumption for the typical low-income home
- pre-weatherization consumption
- More household money is made available for other basic necessities, medicine or groceries
- In 2010, weatherized homes nationally will save \$2.1 billion for low-income families

## Investment in America

- Anticipated that over 650,000 homes will be weatherized during the ARRA period.
- For every \$1 invested in the program, Weatherization returns \$2.51 to the household and society.
  - \$1.80 is returned in reduced energy bills
  - \$0.71 is returned to ratepayers, households, and communities through:
    - increased local employment
    - reduced uncollectible utility bills
    - improved housing quality
    - better health and safety
      - reduces heat-related illness and death
      - reduces risk of death from home fires due to utility disconnection

## The Economy

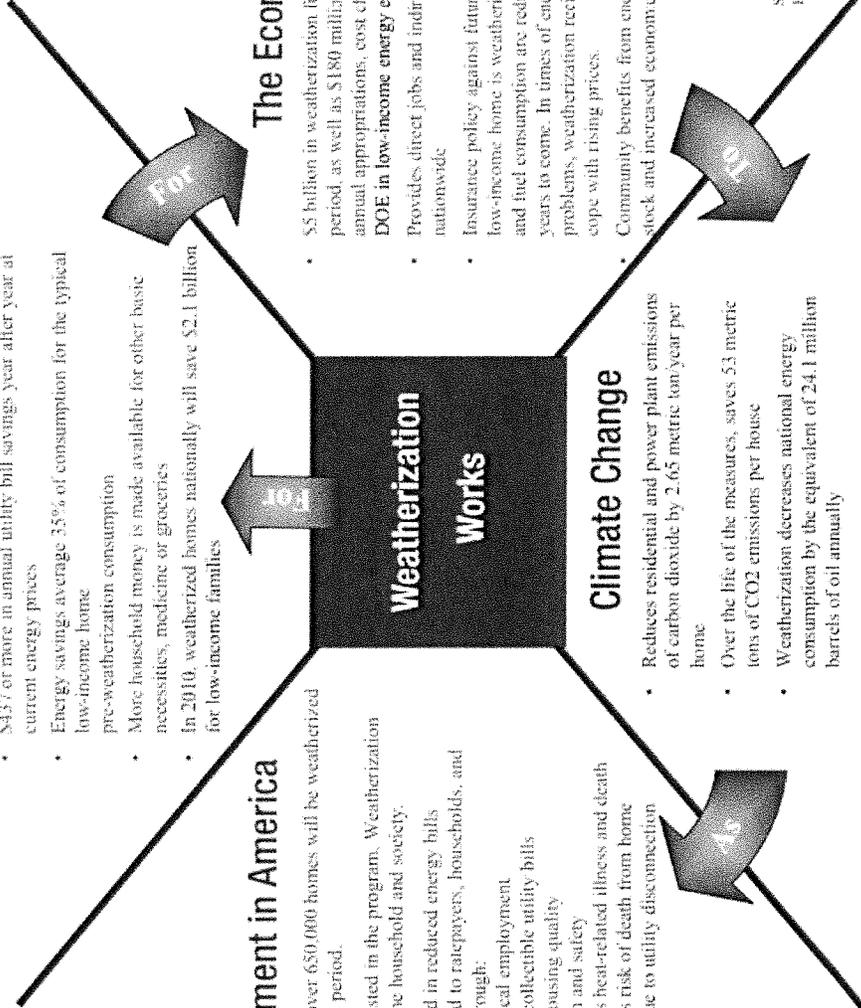
- \$5 billion in weatherization funds during the ARRA period, as well as \$180 million weatherization funds in annual appropriations, cost effectively invested by DOE in low-income energy efficiency
- Provides direct jobs and indirect employment nationwide
- Insurance policy against future price increases: when a low-income home is weatherized, both its energy bill and fuel consumption are reduced each year for many years to come. In times of energy supply and price problems, weatherization recipients are better able to cope with rising prices.
- Community benefits from energy efficient housing stock and increased economic activity

## Climate Change

- Reduces residential and power plant emissions of carbon dioxide by 2.65 metric ton/year per home
- Over the life of the measures, saves 53 metric tons of CO2 emissions per house
- Weatherization decreases national energy consumption by the equivalent of 24.1 million barrels of oil annually

Sources: ORNL/TM-201  
February 2010 Short  
Outlook

Updated



# Building Electrification

Electrification of buildings represents an important opportunity for Escondido to reduce greenhouse gas emissions while providing health, economic, climate, workforce, and safety benefits.

## Health

- Burning gas in homes releases dangerous toxins - leading to air pollution levels in many homes cooking with gas that would be illegal if measured outside.
- Children living in a home with a gas stove are 42% more likely to have asthma,

## Economic

- Installing gas lines and hookups adds anywhere from \$3,000 up to \$15,000 in unnecessary construction costs in new buildings.
- Financial savings - between \$130 – \$540 per year - accrue from building and living in all-electric homes compared to homes that burn gas.

## Climate

- Buildings are responsible for more than a quarter of the state's ghg. Studies show beneficial building electrification can reduce those emissions up to 90 percent by 2050.
- This path of emissions reduction is also the most cost-effective - saving around \$20 billion every year by 2050 compared to other scenarios.

## Workforce

- Beneficial building electrification can generate more than 100,000 construction and manufacturing jobs annually in California - even after accounting for modest declines in gas industry employment.
- Over the course of 25 years, electrification will create more than 8 times the number of jobs that will be lost in the gas system.
- The quality of the jobs, 3 out of every 5 jobs required to meet building electrification goals would be in "high-road" sectors -

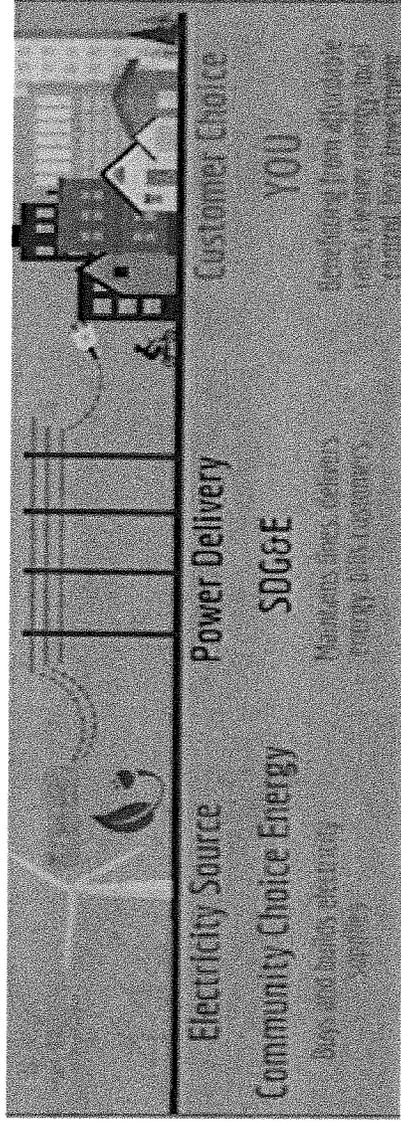
## Safety & Resiliency

- Pipeline leaks and explosions are a serious threat to the safety of Californians.
- Gas infrastructure is particularly dangerous in California's earthquakes and fire-prone areas. Gas is responsible for up to 50% of post-earthquake fire ignitions.

## Recommendations for ECAP

1. Incentivize all-electric new construction and update the building code.
2. Incentivize high-efficiency heat pump HVAC, particularly as it pertains to air conditioning.
3. Align energy efficiency goals and savings with GHG savings opportunities.

**Community Choice Energy (CCE)** is a program that brings local control, freedom of choice, & competition into the electricity marketplace.



**How does CCE work?**

Community Choice is an agile **public-private partnership** between the CCE and the utility (SDG&E). The CCE program purchases the power supply. SDG&E continues to deliver the power over their power lines and handle the billing. It is truly consumer choice -- customers may opt-out and return to the utility at any time.





## How Do We Pay for Community Choice?

- CCE programs are self-supporting (not government subsidized) via an existing revenue stream (electricity bills).
- The electricity rates consumers pay to a retail electric supplier or an investor-owned utility are bundled and redirected to support the group purchase of electricity through a local CCE program.

## What are the benefits of CCE?

- In their near decade of operation in California, CCE programs have been able to provide:
  - **Real competition** in electricity markets
  - **More affordable rates** to families and businesses
  - **Higher rates of renewable green energy** helping reduce GHG emissions and meet local and state climate goals
  - **Inclusive local economic development**, and good middle-class green energy jobs
  - **Equitable clean energy programs** to support residents and businesses transition to a 100 percent clean energy future.

**We strongly support the city to create or be a part of a CCE program.**

# Renewable Energy Initiatives



Adopt Community Choice Energy



Require ALL new single-family housing to be NetZero and multi-family housing to be solar electric to the maximum extent possible



Develop energy retrofit program for local Escondido residents



Solar energy & energy conservation resources/incentives for Priority Investment Neighborhoods



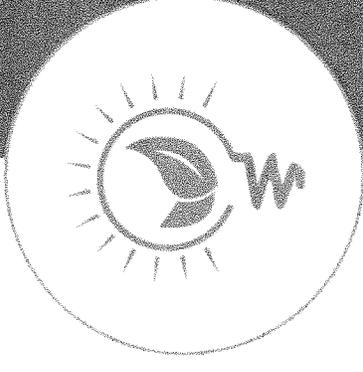
Pursue resources from the new CA's "Solar on Multifamily Affordable Housing" (SOMAH) for focus neighborhoods



Develop funding sources for target area residents for energy efficiency, clean renewables, composting, & zero-emission transportation projects



Establish a PV installation goal for non-city owned production



## Mike Strong

---

**From:** Swift, Timothy <TimothyS@phenomenex.com>  
**Sent:** Friday, May 29, 2020 11:42 AM  
**To:** Mike Strong  
**Cc:** Laura Hunter; Matthew Vasilakis; Nathan Serrato; Valeria Esqueda; Richard Miller; Kate Barba  
**Subject:** [EXT] ECAP summary ppt follow up  
**Attachments:** Escondido ComAdvGroup Summary presentation.pdf  
  
**Importance:** High

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Mike-

Thanks for the time today! Attached is a copy of the slides we presented today, and will form the basis of our red/yellow-line commentary to the Adaptation piece you shared a couple weeks back, and which we should have fully compiled and ready to send over shortly after our full CAG reconvenes on June 8<sup>th</sup>.

Have a great weekend,

Tim

Timothy Swift  
District Sales Manager

Phenomenex  
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Torrance, CA 90501  
Cell: 858.784.1684  
Email: [TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)  
Website: <http://www.phenomenex.com>

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## Mike Strong

---

**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Wednesday, April 15, 2020 3:30 PM  
**To:** Mike Strong  
**Subject:** [EXT] Fwd: Affordable Housing and Electrification Webinar w/ national expert Sean Armstrong - 4/16 at 10am PT

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Thought you might be interested in this.

Richard Miller  
Chapter Director

Sierra Club San Diego  
8304 Clairemont Mesa Blvd, Ste 101  
San Diego, CA 92111-1315  
(w) 858-569-6005  
(c) 619-248-5419

Pronouns: He, him, his

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Help us continue our good work, [DONATE HERE.](#)

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**From:** Rachel Golden <[rachel.golden@sierraclub.org](mailto:rachel.golden@sierraclub.org)>  
**Date:** Wed, Apr 15, 2020 at 6:05 AM  
**Subject:** Affordable Housing and Electrification Webinar w/ national expert Sean Armstrong - 4/16 at 10am PT  
**To:** National Buildings List <[national-buildings-list@sierraclub.org](mailto:national-buildings-list@sierraclub.org)>

Hi all,

The California Building Decarbonization Coalition is hosting a webinar that may interest many of you on April 16th at 10am PT:

### **How to Make Your Carbon Positive Affordable Housing Project Revenue Positive**

Building carbon and revenue positive affordable housing? How? Through good design, savvy economics and leveraging systems to pay for each other. Join the BDC with one of the top carbon-positive affordable housing consultants in the country, Sean Armstrong of Redwood Energy. Sean will discuss why affordable housing is better electric, how to make it pay for itself for developers and residents, how design affects capital and operating costs and what the heck the CUAC is! If you work on affordable housing you do not want to miss this webinar or hearing from this national leader on how to take projects on the brink to projects in the black.

Topics may include:

1. Setting utility allowances and rents to reflect 2019 Code-required, tenant-benefitting solar arrays
2. Development cost increases, delays and dangers of gas infrastructure and appliances
3. Title 24 benefits of all-electric design
4. Hot water and HVAC design options

Register now before the other 499 Zoom seats fill up!

**Note:** I was told this webinar will be relevant to folks outside of California, so please join and spread the word if interested! Also, Carbon Positive is a good thing! Folks use this term to refer to buildings that go beyond carbon neutrality and can actually remove emissions in the atmosphere. Join the webinar to learn more!

--



Rachel Golden (she her)  
Deputy Director, Building Electrification

Sierra Club  
2101 Webster, Suite 1300  
Oakland, CA 94612  
(C): 415-756-3068  
@RachelGolden

Learn more about our new Department of Equity, Inclusion and Justice! Visit [sierraclub.org/equity](https://sierraclub.org/equity) for more on the new name (shorthand "Equity"), our newly adopted [vision](#), [shared values](#), [theory of change](#) and a [report](#) on our progress so far.

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To post to this group, send email to [national-buildings-list@sierraclub.org](mailto:national-buildings-list@sierraclub.org).

To view this discussion on the web visit <https://groups.google.com/a/sierraclub.org/d/msgid/national-buildings-list/CAFKYop2Vav0aiuaT%3DRPyAuJni1PA8QQoPydfJ%2B-BmWsr60Kurw%40mail.gmail.com>.

**Mike Strong**

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**From:** Richard Miller <richard.miller@sierraclub.org>  
**Sent:** Wednesday, April 22, 2020 11:27 AM  
**To:** Mike Strong  
**Subject:** [EXT] Fwd: Reach Codes News Brief - Apr 2020

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Hi Mike,

Not sure if you get these messages. There are some interesting webinars, including the one tomorrow on building electrification.

In California, residential and commercial buildings are one of the largest sources of carbon emissions for cities and counties, and natural gas accounts for about half of building energy use. Many of the State's local governments are considering options for reducing natural gas emissions in their climate action plans, building codes, general plans to meet State and local emission, decarbonization or zero emission building goals. Approaches range from incentives to lower natural gas use in existing buildings, to incorporating more renewable natural gas supplies, to various types of reach codes or municipal codes focused on encouraging electrification in new construction.

Richard Miller  
Chapter Director

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**From:** California Local Energy Codes <[info@localenergycodes.com](mailto:info@localenergycodes.com)>  
**Date:** Wed, Apr 22, 2020 at 8:57 AM  
**Subject:** Reach Codes News Brief - Apr 2020  
**To:** Richard Miller <[richard.miller@sierraclub.org](mailto:richard.miller@sierraclub.org)>



**April 2020**

# Reach Codes News Brief



## Seven Additional Reach Code Packages

### Approved in April just ahead of 50th Anniversary of Earth Day

The California Energy Commission approved another seven reach code packages for the County of Los Angeles and the cities of San Francisco, Mill Valley, San Rafael, Pacifica, Cupertino, and Saratoga during its business meeting on April 8. This milestone coincides with the 50th anniversary of Earth Day.

First organized by numerous environmental activists, the initial Earth Day in 1970 drew as many as 20 million Americans to participate in peaceful demonstrations, clean-up activities and educational activities. The initial event is credited with increasing public and policy awareness of environmental issues and leading to the passage of such landmark legislation as the Clean Air Act, Clean Water Act and the Endangered Species Act as well as the establishment of the Environmental Protection Agency (EPA).

The theme for this year's 50th anniversary observance is climate action. In the context of the COVID-19 pandemic, many Earth Day activities and events have migrated from in-person opportunities to digital programs and events. The Earth Day Network hosts an expansive list of activities [here](#).

Visit our [website](#) for detailed information about adopted reach codes throughout the state.

## Upcoming Events

### April

**April 23:** Virtual Office Hours: [Local Natural Gas Emission Reduction Options](#).

### May

**May 7:** Statewide Codes & Standards Stakeholders webinar for 2022 Standards: [Multi-family Chapter Restructuring](#).

**May 13:** [Kicking Carbon out of Buildings-Design for Decarbonized Buildings](#). Pacific Energy Center webinar.

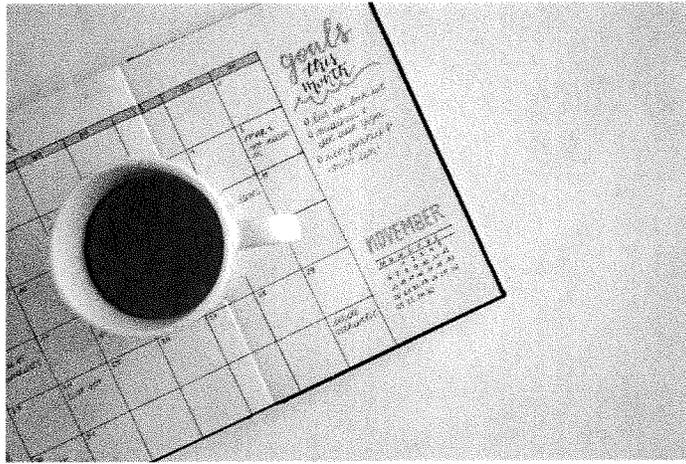
**May 20:** [CABEC Brown Bag Webinar: Don't Be Afraid! Pulling Architects into Conceptual and Compliance Energy Modeling](#)

### June

**June 11:** [BayREN Forum](#)

**June 17:** [CABEC Brown Bag Webinar: Gloomy Ducts? HERS Verified Duct Design](#)

**June 1, 9, 17, 25:** [SEEC Forum](#): virtual forum with weekly sessions extending from June - November 2020.



*Be sure to follow us on Twitter for the latest news and information!*

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## New this month!



### **Q & A with Danuta Drozdowicz: Understanding the Role of the Energy Commission in Reach Code Implementation**

---

*Danuta Drozdowicz is an Energy Specialist in the Efficiency Division at the California Energy Commission (CEC). Her background is in energy efficient construction and building science. Before joining the CEC, she worked as a LEED and green building consultant, first with a Portland, Maine based company, Fore Solutions, and then with her own firm, Context Green. Prior to that she worked for the state of Maine, focusing on energy efficient construction, indoor and outdoor air quality, and clean fuel vehicle testing and demonstration projects. Drozdowicz is a LEED and a WELL Accredited Professional.*

**Q: Tell us a little about your role at the Energy Commission, Danuta**

A: My primary responsibility is to facilitate and manage the reach code adoption process, from the time an individual application arrives at the California Energy Commission, on through to the Business Meeting where it is considered for approval. Because this is a legal process in which the Commission extends enforcement authority to the local jurisdiction, every aspect of the process must comply with specific procedures.

**Q: How long does this process typically take?**

A: It can be a lengthy process: until quite recently, it has taken up to four or five months. We have been working very hard to streamline this process without compromising the right of public review and comment. Recently, in some cases, we have been successful in shortening this process to only a few weeks.

Local jurisdictions should recognize that there may be a significant length of time between when they deliver the reach code package to the Commission and when it is ultimately approved. That said, most of the packages we receive are very complete and well-done and we are impressed with the quality and diversity of measures being developed.

**Q: What exactly do you mean by diversity, Danuta?**

A: In the first place it has to do with the building types the jurisdiction focuses on. For instance, some jurisdictions will focus on single-family residential construction and others on high-rise or nonresidential buildings. We're also seeing a broad range of efficiency improvements, such as electric-preferred, LEED-certified, and requirements for reflective cool roofs and additional photovoltaic system installations.

**Q: Does the Commission provide support or other assistance to jurisdictions?**

A: The Commission cannot provide specific content advice in order to avoid creating a conflict of interest, though we are always able to answer questions related to process. There is a wide range of assistance available to local city and county staff when they are preparing a reach code package. For instance, we can recommend third party organizations providing support, such as the Statewide Reach Codes program, as well as the experience of other jurisdictions that are developing similar provisions.

The local ordinance docket is a rich resource for jurisdictions, as this houses all the filed documents from every jurisdiction seeking reach code approval under the 2019 Energy Code. These include staff reports, cost-effectiveness studies, and the complete text of the ordinances themselves. All of these can be extremely valuable to jurisdictions that may be at an earlier point in the process.

**Q: What are the biggest obstacles local jurisdictions encounter when developing reach ordinances?**

A: There is no one common obstacle, to be honest. Every jurisdiction has unique challenges and because the process is a public one, the community's stakeholders really guide and influence it. In some cases, a City Council or county Board of Supervisors may review a draft and request the team revisit certain provisions. If there is one commonality, it would be that the process often takes longer than originally anticipated by local teams.



### **City of Santa Monica Enriches its Sustainability Programs with Ambitious 2019 Reach Code Package**

With nearly 93,000 residents, world-famous beach and Pier, Santa Monica also boasts one of the oldest commitments to sustainable building practices in the state and nation. The City first proposed its Sustainable City Plan in 1992 and in 1994, was one of the first cities to formally adopt a comprehensive sustainability plan, setting waste reduction and water conservation policies for both public and private sector through its Office of Sustainability and the Environment. In 2016, Santa Monica adopted its first reach ordinances and continues to demonstrate its commitment with its 2019 adoption of a comprehensive package of reach ordinances.

Drew Johnstone, Senior Sustainability Analyst notes, "We focused on extending efforts in areas where we have already had great success. In regards to reach ordinances, this focus involves advancing the use of renewable generation resources and incentivizing decarbonization. With regards to community awareness and acceptance, this focus means renewed efforts to educate and inform our community and provide robust resources to help stakeholders comply with the new ordinances."

The package, approved by the Energy Commission in December 2019, provides two construction options for builders and developers.

- all-electric option
- mixed-fuel option

As an incentive to design all-electric buildings, Santa Monica's ordinance requires a higher level of energy efficiency for mixed-fuel buildings. All-electric buildings are not subject to higher levels of energy efficiency and may be built to the State's baseline efficiency requirements.

To support compliance with the new 2019 reach ordinances, the City added new resources to its already-robust Green Building website and teamed with Southern California Edison and the Los Angeles chapter of the USGBC (U.S. Green Building Council) to host compliance workshops for stakeholders to learn about the new reach code compliance pathways in detail.

Read the full story of the City of Santa Monica's reach code journey [here](#).



**Stakeholder Profile: New 'Zero Energy Homes' in San Joaquin Valley May Help Increase Interest in Reach Codes**

*This story profiles De Young Properties, a developer in the Fresno area, that is actively building all-electric new home construction.*

When most people think of the San Joaquin Valley they tend to think about prime agricultural land and some of the 230 crops grown in what is known as the "food basket of the world." If third generation Fresno homebuilder Brandon De Young, Executive Vice President of De Young Properties (DYP) has his way, people will also begin to think about all-electric homes as a means to reduce greenhouse gas (GHG) emissions.

"When you combine the solar generation on all our homes with electric appliances, the numbers work, and it is a great story. Energy efficiency in our 'Zero Energy Homes' remains especially important, but it is becoming more about reducing GHGs now," Brandon says.

To date, no local government in the Valley offers financial incentives for GHG-saving homes, but many believe this will change soon. Brandon commented, "We believe that local governments will support State efforts to reduce emissions, but we don't intend to wait for new programs or incentives. Incentives will help with market penetration for sure. A new (above-code) Reach Code program for new residential construction in our region would be nice since all of our 'Zero Energy Homes' easily surpass the new 2019 Title 24 energy code."

City of Fresno Sustainability Manager, Ann Kloose believes there is merit in Reach Code programs. "We are very inspired by what DeYoung Properties and other builders are doing with above-code construction and solar in the Valley. The Valley goes a little slower than the rest of the state since revenues and resources are more limited. Electrification is certainly gaining momentum and the City is moving forward on electric vehicle charging stations, and we support more home charging stations."

While new residential construction permits are slowing in the City of Fresno, DYP continues to sell homes and builds around 100 'Zero Energy Homes' each year in growing neighboring communities such as Clovis. Increased comfort, lower energy bills, and regional air quality improvements due to emissions savings have always been key selling points.

DYP is building and selling all-electric homes with heat pumps, water heaters and electric ranges without receiving financial incentives from utilities or manufacturers. "Our sample size is small, but once the customer sees the five-minute compilation of electric appliance videos there is a much greater chance, somewhere between 25-50 percent, that they will choose the electric range to complement their solar generated electricity . . . while our suppliers could change, the videos from each manufacturer will probably remain important at the point of sale to educate prospective buyers about the benefits of induction electric cooking."

To find out more about DYP's 'Zero Energy Homes', visit [here](#).

For more information about the City of Fresno's sustainability efforts, visit [here](#).



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**Mike Strong**

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**From:** Kate Barba <katharine.barba@gmail.com>  
**Sent:** Wednesday, May 27, 2020 2:31 PM  
**To:** Jeffrey Epp  
**Cc:** Mike Strong; Zachary Beck; Consuelo Martinez; Michael Morasco; Olga Diaz; Paul McNamara  
**Subject:** [EXT] Re: Requested Meeting/Agenda Item  
**Attachments:** image001.jpg

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Hi Jeff,  
We are meeting with Mike Strong this week and will continue to work with staff on recommendations for the ECAP.  
Thanks,  
Kate Barba  
302.381.7344

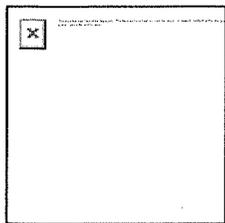
On Wed, May 27, 2020, 1:17 PM Jeffrey Epp <[Jepp@escondido.org](mailto:Jepp@escondido.org)> wrote:

Dear Katharine,

This morning our staff received your email sent on behalf of “The Escondido Community Advisory Group Sub-Committee on Effective and Equitable Climate Action Measures.” You requested that there be a City Council agenda item scheduled for June 10 regarding your work, however, we are declining to place such an item on the City Council agenda at this time, primarily because we already have an item scheduled for June 24<sup>th</sup> at which time we will be giving the City Council an informational report and status update on the various efforts involved in updating the City’s Climate Action Plan. This will be a staff report directly to Council, however, there will be opportunity for public comment.

In anticipation of your desire for a more meaningful role in terms of expressing the work by your group, I recommend you meet directly with Mr. Strong, who is our lead staff member working on this overall topic. To the extent he can fold some of your work into his own work as the City’s designated staff professional, he would be happy to do so, and to the extent you wish to present material to the Council directly, it should ideally occur through Mike. And of course, you always have the right to present material to the Council directly as a member of the public.

Regardless of when or how material gets presented, we appreciate your passion for the community of Escondido and helping us make this a better place for all.



Jeffrey R. Epp

City Manager

City of Escondido

Direct: 760-839-4897

[jepp@escondido.org](mailto:jepp@escondido.org)

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<p>For local information and daily updates on COVID-19, please visit <b>San Diego County Coronavirus</b>. To receive updates via text, send <b>COSD COVID19</b> to <b>468-311</b>.</p>	<p>Coronavirus Disease 2019 <b>COVID-19</b></p>
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**Mike Strong**

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**From:** earthlover@sbcglobal.net  
**Sent:** Friday, April 24, 2020 9:08 AM  
**To:** Paul McNamara; Consuelo Martinez; Olga Diaz; Michael Morasco  
**Cc:** Mike Strong  
**Subject:** [EXT] Sierra Club NCG comments on priority additions to ECAP update  
**Attachments:** SierraClubNCG ECAP comments.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Dear Mayor and Councilmembers,  
Please find attached our additional comments on the ECAP development and in support of many recommendations to you by the Community Advisory Committee. We are hoping, at your convenience, to meet virtually with each of you to discuss in more depth.  
We know that this is a very trying time for everyone.  
We believe having a good blueprint for climate actions by the end of the year will help move the city forward.  
Please contact me with any questions.  
Thank you for your consideration,  
Laura Hunter



April 24, 2020

Mayor and City Councilmembers:  
City of Escondido  
Via Zoom

**RE: Sierra Club NCG support of Escondido Community Advisory recommendations for the ECAP**

Dear Mayor and City Councilmembers:

The North County Group of the Sierra Club is writing to support the recommendations made to you by the Community Advisory Committee on Environmental and Climate Action. We would like to highlight and support several few additions to the Escondido Climate Action Plan (ECAP).

**Adopt a framework of social equity**

We strongly urge the incorporation of equity action into the ECAP as a priority, and as outlined in the subcommittee's recommendations. NCG suggested this approach months ago and are happy to see the Community Advisory group embrace it. The key aspect of identifying target 'priority investment' neighborhoods gives important structure and focus to the ECAP. We strongly urge that the approach we have offered be adopted into the framework of the ECAP.

Basing the designation of these neighborhoods on CalEnviroScreen data will bring credibility and scientific underpinning. Then, the ECAP should develop formal education and outreach for these areas; and, prioritize actions and funding for these communities as appropriate.

**A. Add a major focus on building energy use, both new and existing.**

1. **Add existing home/business retrofit program.** The low-hanging fruit of carbon reduction related to building energy use is retrofitting of existing homes and buildings. This is critical and can yield huge benefits of carbon reduction and co-benefits to individuals and the city. A retrofit program will reduce energy use, improve health, save money, and create green jobs.
2. **Building electrification.** As detailed in the Community Advisory Group Supplemental report, electrification of buildings represents an important opportunity for Escondido to reduce greenhouse gas emissions while providing health, economic, climate, workforce, and safety benefits. We specifically support:

- a. Incentivize all-electric new construction and update the building code.
- b. Incentivize high-efficiency heat pump HVAC, particularly as it pertains to air conditioning.
- c. Align energy efficiency goals and savings with GHG savings opportunities.

## **B. Clean, Renewable Energy**

1. **Set NetZero goal.** ECAP should establish a Zero Carbon target goal in alignment with Executive Order B-55-18 of carbon neutrality by 2045.
2. **Adopt Community Choice Energy.** A CCE prioritizes green energy, labor standards and local job provisions, and prohibits nuclear energy.

## **C. Acceleration of transportation goals and targets**

1. **Accelerate transition to electric vehicles, fleets, and transit.** Steady progress with iterative goals toward electrifying transportation should be included in the ECAP.
2. **Partner with schools** to provide electric busses and transit.
3. **Grow transit use habits.** Provide free youth passes and reduced fare ridership for low income/qualifying individuals, and partner with schools on electric buses.
4. **Stop annexations** for projects that generate significant new VMT and require VMT reporting (per capita) every two years.

## **D. Include significant Urban and Rural Land Use Measures.**

1. **Recognize the sequestration value of chaparral and riparian habitats.** Riparian and chaparral restoration and preservation has very high sequestration and co-benefits value. Restoration projects in the city should be pursued and a measure to remove 500 units from habitat lands in the General Plan included.
2. **Reduce wildfire risks** by prohibiting new development in high-fire risk areas.
3. **Develop a vegetation management ordinance** that addresses fire suppression and other issues.
4. **Prioritize regenerative agriculture or 'carbon farming'**, both in established ag areas as well as develop new urban ag opportunities.

- E. **Commit to a City Forestry Master Plan** focused on use of tree canopy to reduce climate impacts and provide co-benefits to residents. Trees mitigate climate change in two ways: By reducing emissions related to air

conditioning & heating with their shade, and by sequestering carbon and other greenhouse gas emissions.

1. ECAP should require the development of a master plan to fund, maintain, and improve urban forest. A goal should be established to plant enough trees, public and private, by end of 2023 to reach 15% canopy coverage in 10 years.

**F. An ECAP that involves the whole community.**

1. Formalize a community involvement strategy for implementation of the plan.
2. Commit to a dedicated coordinator, reporting, enforceability in the ECAP.

In addition, we fully support the request from the Community Advisory Committee to secure a presentation for the Council from UCSD Scripps Institute of Oceanography on climate change impacts, mitigation and adaptation in the San Diego region.

Since we understand that many of these recommendations are not currently included in the draft set of measures, we request the opportunity to meet virtually with you to discuss these proposals and how they could be incorporated into the ECAP. Please contact Laura Hunter at [conservation@sierraclubncg.org](mailto:conservation@sierraclubncg.org).

Thank you for your continued work and consideration of these issues.

Sincerely,



Laura Hunter, Chair  
NCG Conservation Committee

**Mike Strong**

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**From:** Pe Church <pechurch@rocketmail.com>  
**Sent:** Wednesday, May 20, 2020 1:15 PM  
**To:** Mike Strong  
**Subject:** [EXT] VCAP update project request

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

hi Mike,

Phil Church of the ECAP Advisory Sub-Committee checking in.

I am reaching out as an individual, as opposed to representing the Advisory Group specifically.

I am working on a project by which to CALCULATE (as opposed to Guessing), what GHGs are being produced by the City Fleet.

I am also doing this process in Vista, with the support of John Conley and others at City.

My strategy is based upon the "EPIC" Reports and suggestions presented to Escondido and to Vista regarding such as the replacement of City Fleet Vehicles (incrementally), with Electrics or other Alternative Fuel Options.

As an Air Quality Scientist, working with County, State and Federal agencies for about 40 years, my target is based upon being involved in the Emissions (Smog), Program and measuring Gases and Particles for a few decades.

I am requesting from you, access to someone such as the Fleet Manager (or designatee), who has available to them the Fleet Vehicle Inventory, Mileage, Fuel type and consumption, Year, Make, Model and Engine. Gas/Diesel, etc. Also, a general Cost of Repair/Maintenance over the Service Life of the Vehicle.

For example, some Fleet Managers purchase vehicles based upon an expected Service Life of 8 years. They then buy a vehicle that comes with a 10 year Factory Warranty. When the end of Service arrives, they sell that vehicle with that additional 2 year warranty, for a Dollar added value.

This strategy allows the Municipality or Company to avoid warranty covered repairs and their costs over the 8 years. This allows a staffing of Lower Level Techs in the City Garage, etc. In theory, saving Larger Dollars.

My experience tells me that Cities are going more in this direction for many reasons. I believe that overall Fleet Purchases and Service Life Costs are already considered for the most part. My ADDITIONAL interest is in quantifying actual Fuel Consumption and Repair costs along with what are becoming consequential Environmental Values such as GHG reductions as outlined in CAPs and General Plans. This brings into play additional FINANCIAL cost/benefit considerations that are Directly and Indirectly linked to our Fleets.

In our BIG PICTURE overview of CAP matters, we can no longer pass off Measurements of Contribution as being eliminated by simply Sub-Contracting our Services to another Company. The Impacts of OUR vehicles still add up in contributing to OUR Air/Water calculations in the larger communities and regions.

So while we are currently using the EPIC calculations to attain compliance, I am working toward a far more accurate and comprehensive formula for determining Investment (in dollars and credits), for our City purposes.

Most of the information I am interested in compiling is already being collected by the City. I am just enough Old School that I suspect it is NOT recorded and cross referenced as yet, for such purposes as I envision. Please give me your thoughts and/or forward this request on to the appropriate Person in the Escondido City that would be most helpful.

Additionally, I am not yet familiar with how the Escondido Police Department is included with the Fire and Public Works sections of the Fleet. At one time in the 1980s, I serviced the EPD Motorcycles while managing the Service Dept. at Motorcycle Dynamics.

Thanks, I appreciate your interest in this. It will not be in time to integrate with this current CAP Update, but hopefully will be by the next one. At the very least, we may use this data for adjusting Fleet Management concepts to MEET or BEAT the goals currently going in.

My working Sub-Committee is in agreement that this is a viable Upgrade to the assigned category in our current project.

Phil Church

**Mike Strong**

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**From:** Kate Barba <katharine.barba@gmail.com>  
**Sent:** Monday, June 08, 2020 9:21 AM  
**To:** Mike Strong  
**Cc:** Swift, Timothy; Laura Hunter  
**Subject:** [EXT] Voluntary Adv Committee inclusion on June 24th Council agenda

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Hi Mike,

Due to numerous conflicts, we had to postpone our June 8th (today) meeting with the full Voluntary Advisory Group on Climate and Environmental Action.

We expect to reschedule that very soon, and catch up with you just following to touch base on a short presentation of science and recommendations to the Council on the 24th as discussed.

We noticed there was no reference to our talk integrated with yours in the "Future Agenda" item included on the Council's agenda this week.

Just wanted to confirm that we are still "on", once we meet with you and agree on an approach.

Thanks for your continued support of the Committee!

Kate

## Mike Strong

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**From:** Swift, Timothy <TimothyS@phenomenex.com>  
**Sent:** Wednesday, May 13, 2020 12:10 PM  
**To:** Mike Strong  
**Cc:** Richard Miller; Laura Hunter; Kate Barba; valeria.esqueda  
**Subject:** Follow-up chat with E-CAG week of May 25th  
**Attachments:** ECAP\_Protect & Increase Tree Canopy.docx

Mike-

Thanks again for the time and comprehensive update yesterday... We were all definitely encouraged by the additional progress on CAP initiative inclusions! If you can send over the draft we reviewed on the horn, our group can start chipping away at some additional yellow-line edits. As we're now starting to see some good crossover w/r to what we've already put forth as far as CAG recommendations, it should be fairly seamless in a number of areas for us to add some more "meat" on the bone. Understanding that these won't be able to be "officially" updated until after the public comment period, nonetheless I think we can agree it's worth us continuing to proactively plow forward with our edits/updates so that they're on stand-by and ready for inclusion once the light turns green.

As an example, attached is the "Urban Trees" segment that we're recommending, and in fact reviewed with Consuelo yesterday. The goals/metrics/strategies of the attached definitely jive with the plan you put forth yesterday, while offering a bit more detail on some of the "what/when/how", and would thus form the basis of our yellow-line commentary (& we would of course proceed similarly for other initiative categories: Ag/Land Use, Buildings, Transit, Fire, etc.).

Along these lines, here were the questions I wanted to ask on behalf of Consuelo:

- ➔ Do we have a "formalized" Urban Forest Management plan?
- ➔ Have we ever applied for Prop 68 grant funding for UF management activities? As highlighted in the attached, CAL FIRE issues significant grants to cities looking to do exactly what we're calling for in the ECAP (& in your version), so that is a high level funding opportunity (to the tune of hundreds of thousands of dollars) that we want to keep front and center).
- ➔ And on the subject of community choice energy, what were the results (& were they released?) from the CCE feasibility study conducted a while back?

Let's shoot for another follow-up call in a couple of weeks. I can drop a line next Friday to suggest a few day/time options for the last week of May if that timeline works.

Thanks!

Timothy Swift  
District Sales Manager

Phenomenex  
411 Madrid Avenue  
Torrance, CA 90501  
Cell: 858.784.1684  
Email: [TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)  
Website: <http://www.phenomenex.com>

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**From:** Swift, Timothy  
**Sent:** Wednesday, May 6, 2020 8:19 AM  
**To:** Mike Strong <mstrong@escondido.org>  
**Cc:** Richard Miller <richard.miller@sierraclub.org>; Laura Hunter <earthlover@sbcglobal.net>; Kate Barba <katharine.barba@gmail.com>  
**Subject:** Call/Zoom meeting next week to discuss ECAP? (timelines/procedural questions/initiative measures)

Good Morning Mike-

Our CAG subcommittee caught up on Monday, so following back around as promised. What's your availability next Monday (11<sup>th</sup>) or Tues (12<sup>th</sup>) to have a phone/Zoom chat with a few of us here for a mutual exchange of updates?

A few discussion points (& questions) we can chat on during the call:

- ➔ An update from you on adaptation planning, EJ, & social equity integration. For the latter, how can our subcommittee group assist? (community outreach, etc.)
- ➔ What specific new measures have been added to the ECAP update so far? (w/r to the initiatives we yellow lined for you as a group a couple months back)
- ➔ Phase 2 public draft release... How exactly this will be conducted? And how can we help?
- ➔ Brainstorm on how/when our subcommittee can convene with council for a joint Zoom presentation with Scripps... For bandwidth's sake, we can keep it to 75min total, w/ SIO speaking to local impacts and our subcommittee outlining a condensed version of the ECAP proposal we previously shared.
- ➔ Milestone timelines

If there's a good time next Monday or Tues, feel free to propose and we can send a calendar invite with call-info.

Thanks!

Tim

---

**From:** Mike Strong <mstrong@escondido.org>  
**Sent:** Thursday, April 30, 2020 12:34 PM  
**To:** Swift, Timothy <TimothyS@phenomenex.com>  
**Cc:** Laura Hunter <earthlover@sbcglobal.net>; Nathan Serrato <nathan@escondidocreek.org>; Pe Church <pechurch@rocketmail.com>; Kate Barba <katharine.barba@gmail.com>; Jan Seeley <janseley1@gmail.com>; Aisha Miller <aishawp@icloud.com>; Charlie Jungk <cicjungk@gmail.com>; Marian Sedio <marian\_sedio@yahoo.com>; Matthew Vasilakis <matthew@climateactioncampaign.org>; Patricia Borchmann <pborchmann9@gmail.com>; Richard Miller <richard.miller@sierraclub.org>; Shasta Gaugin <shasta71@gmail.com>; Valeria Esqueda <valeria.esqueda97@gmail.com>; victoria castillo <vicki\_castillo@yahoo.com>  
**Subject:** Re: [EXT] Timeline/Procedural questions & comments on CAG Subcommittee work - RESPONSE REQUESTED on or before Monday May 4th

Tim, thank you for this email. I have received it and also the April 9 transmittal letter.

I think we can all agree that it would be good to get this into the Council's hands regardless of the CAG work. Therefore I will commit to including this as an attachment to in a future check-in with Council, before

conducting phase 2 outreach. This should give you comfort in that Council will be able to get their hands on it, and it will result in better conversations about next steps for climate action planning in Escondido.

I would like to discuss some of the things that we have been working on with social equity, environmental justice, and adaptation planning. Lets coordinate something over the next couple of weeks.

Mike

---

**From:** Swift, Timothy <[TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)>

**Sent:** Tuesday, April 28, 2020 3:14:35 PM

**To:** Mike Strong

**Cc:** Laura Hunter; Nathan Serrato; Pe Church; Kate Barba; Jan Seeley; Aisha Miller; Charlie Jungk; Marian Sedio; Matthew Vasilakis; Patricia Borchmann; Richard Miller; Shasta Gaugin; Valeria Esqueda; victoria castillo

**Subject:** RE: [EXT] Timeline/Procedural questions & comments on CAG Subcommittee work - RESPONSE REQUESTED on or before Monday May 4th

Thanks for the quick and comprehensive reply Mike, appreciate it. What the council has received thus far from us was our collective red-line commentary to the existing CAP initiative updates that you had overviewed to a subset of our subcommittee group at Roundtable back in FEB. While there is certainly some cross-over w/r to what we're proposing in our latest recommendations, that was NOT the culmination of our work, but simply our collective feedback on a handful of measures you had outlined thus far.

The ECAP recommendation proposal we're referring to below (attached again here!) is what I outlined in previous correspondence, ie a Power Point presentation along with the larger Escondido Climate Action Plan "supplemental report" on local impacts followed by a framework of CAP "initiative pillars" that have extensive detailing on mitigation strategies (sub-initiatives, funding options, etc.) for each. Have you opened and glanced the attached yet?

We'll plan to circle back again with additional commentary (and likely some more follow-up questions!) via email after the group further discusses, so just wanted to send a quick note acknowledging receipt of your reply.

Have a good afternoon,

Timothy Swift  
District Sales Manager

Phenomenex  
411 Madrid Avenue  
Torrance, CA 90501  
Cell: 858.784.1684  
Email: [TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)  
Website: <http://www.phenomenex.com>

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**From:** Mike Strong <[mstrong@escondido.org](mailto:mstrong@escondido.org)>

**Sent:** Tuesday, April 28, 2020 2:53 PM

**To:** Swift, Timothy <[TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)>

**Cc:** Laura Hunter <[earthlover@sbcglobal.net](mailto:earthlover@sbcglobal.net)>; Nathan Serrato <[nathan@escondidocreek.org](mailto:nathan@escondidocreek.org)>; Pe Church

<pechurch@rocketmail.com>; Kate Barba <katharine.barba@gmail.com>; Jan Seeley <janseey1@gmail.com>; Aisha Miller <aishawp@icloud.com>; Charlie Jungk <cjciungk@gmail.com>; Marian Sedio <marian\_sedio@yahoo.com>; Matthew Vasilakis <matthew@climateactioncampaign.org>; Patricia Borchmann <pborchmann9@gmail.com>; Richard Miller <richard.miller@sierraclub.org>; Shasta Gaugin <shasta71@gmail.com>; Valeria Esqueda <valeria.esqueda97@gmail.com>; victoria castillo <vicki\_castillo@yahoo.com>

**Subject:** Re: [EXT] Timeline/Procedural questions & comments on CAG Subcommittee work - RESPONSE REQUESTED on or before Monday May 4th

Thanks for asking for the clarification. I know council has already received one set of recommendations from your group, consisting of CAP improvements or issues/opportunities. So they already have seen them, unless there are multiple versions. I also have been reviewing the recommendations against the draft CAP administrative screencheck version. So there is some positive traction there.

Continue working as you see fit, but the subcommittee reports to the full CAG and the full CAG operates under the existing protocols established. I would recommend continuing but don't send anything new to City Council until the full CAG can weigh in and has had a chance to meet in person. Other CAGs received this direction several months ago and they all seem to be ok with it. I don't think there is any volunteer group that is active at the moment. And I don't think anything is lost in this approach. Just additional time, perhaps.

As you know by now, the CAP work program has been delayed. I provided a presentation on the draft status to the CAG subcommittee and PC earlier this year. The goal was to be wrapping up the second phase of outreach in March/April. This has not occurred for a variety of reasons, but for the most part is because of the broadness and reach of online communications. There are some social equity considerations that have been developed, but until the City can reach out to all disadvantaged populations that prong of outreach is on hold.

As of this moment I am expecting a Council public hearing in July or August at best. Just a guess. Could be sooner or later depending on who soon things open up. It won't go forward unless there is benefitting outreach. My position will change if things continue indefinitely. Regardless of the outcome, rest assured that your group's recommendations would be included and likely responded to in the staff report. That I think would be expected and shared by all.

I would entirely agree that virtual meetings are more convenient, but I would entirely disagree that virtual meetings are more accessible to everyone.

If you want to suggest a guest speaker, you can certainly ask the City Clerk. But...My guess is that it won't be accommodated until things open back up. Even in most CA cities, project applicants, who have due process rights, have had truncated opportunities to address their elected. They have been limited to call in features or scripted videos. To be honest, I could see some legal issues with the way business has been conducted in other cities, especially if the outcome is not supported. But, not to get side tracked on your interest for a guest speaker. I can't see this happening until things are a bit more normal. It's just really bad timing. But you can give it a shot.

I am open to discussing things via telephonically or by video conference.

Mike

Sent from my iPhone

On Apr 28, 2020, at 1:18 PM, Swift, Timothy <TimothyS@phenomenex.com> wrote:

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Hello Mike-

On behalf of the Escondido CAG subcommittee members cc'd here, we wanted to respond to your email below as well as ask a few clarifying questions regarding process and timeline. No doubt these are unique and trying times, with everyone doing their best to adapt accordingly! We're a bit perplexed by the requirement specifying that we can only formalize our community advisory recommendations (to you & City staff) through an in-person meeting. We've currently been operating with the understanding that we are NOT an "official" City group (i.e. not supported structurally or by process), and as such, we've generally been directed to organize by ourselves & to arrange our own meetings/locations/schedules, but where City staff could periodically assist with the arranging of venues as needed. Additionally, our understanding is that the City would provide feedback while also serving as a liaison to various internal departments. Our subgroup verified this several times with you & City staff, and so ultimately two subcommittees were formed at the beginning of the year and have continued to work through the shut-down. The ECAP subcommittee has met in-person & virtually eight times so far in 2020, & the Single-use plastic subcommittee has met several times as well. Naturally, as we're all non-official volunteers with full plates on the family and work fronts, subcommittee membership has fluctuated as folks' schedules have allowed them to attend.

On April 6<sup>th</sup>, the ECAP subcommittee coordinated with Co-Chairs Jan Seeley and Shasta Gaugin (note that Shasta had to step down though due to work obligations) and held a well-attended Zoom meeting. It was noticed through the google.io list that was created by the leaders of people who wanted to participate in the CAG. All that was required to participate was a working telephone, so no one was turned away. The Subcommittee presented our work, took input, and incorporated it prior to forwarding all the contents in an email to you directly with all of our recommendations & background materials (I've re-attached all of it here). **And so this is where our confusion lays: This will now not be considered "viable" until new requirements are met & an in-person meeting is held??**

Our collective stance is that the requirement of an in-person meeting is neither fair nor necessary, and in fact other cities are revising their requirements for their official community advisory meetings to allow on-line meetings (even City Council does not require an in-person meeting despite being subject to the Brown Act, which our group is not). Given the fluid situation of COVID-19 & with no end in sight regarding moratorium's on large gatherings (Facebook cancelled all meetings of 50 or more people through 2021!!), we're living in a virtual world right now. Further, it can reasonably be expected that if/when the City does decide to hold in person meetings again, at-risk folks concerned about their health will likely choose not to attend. In reality, virtual meetings provide MORE access than physical meetings right now. And considering that the City itself is plowing forward with many projects during the sequestering, it's unreasonable to ask us to avoid finalizing our recommendations until we can meet again in person.

Here is our multi-part request:

➔ Can you please clarify our statement/question in bold above?

- Can you update us on the current timeline for finalizing the Update to Escondido's Climate Action Plan? Our request is for both a timeline on when you expect to present draft material to the Planning Commission and City Council, as well as when a draft will be posted for public comment. We assume the bulk of your work on the plan will be done soon, and so we do not want our input to arrive too late to be meaningful.
  
- As an advisory committee and in the interest of public engagement, we ask that the Mayor and City Council review our ECAP recommendations and solicit direction as you continue to work on the draft Update... Same goes for the recommendations of the Plastics Subcommittee. It's not hyperbole to state that hundreds & hundreds of collective hours have gone into research, discussion, planning/creation, and the presenting of these recommendations, and so we sincerely hope that this significant amount of time & meaningful work will not be dismissed. In fact our inspiration for all this was from the Mayor himself, calling for the creation of the "best plan in the county"... We feel strongly that we've captured a solid framework for this!
  - Please advise as to whether you will forward our report and recommendations to the Mayor and Council as the work product of the Community Advisory Committee, as well as provide us with a timeline for review and finalization of the update of Escondido's Climate Action Plan.
  
- Finally, we request a chance to meet with you directly to discuss our recommendations as outlined in the attachments and Zoom video, and to submit a request to agenda an informational item with scientists from UCSD Scripps Institution of Oceanography for the Council. We currently have them on standby willing and able to co-present with us, and so we need to settle on a date/time & get in on the schedule.

Our CAG subcommittee plans to reconvene this coming Monday May 4<sup>th</sup>, so we we'd very much appreciate if you could reply with answers to all these questions prior so that we can continue moving forward seamlessly.

Thank you,

Tim

Timothy Swift  
District Sales Manager

Phenomenex  
411 Madrid Avenue  
Torrance, CA 90501  
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Email: [TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)  
Website: <http://www.phenomenex.com>

Follow us:

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**From:** Mike Strong <mstrong@escondido.org>

**Sent:** Friday, April 24, 2020 11:48 AM

**Cc:** Mike Strong <mstrong@escondido.org>

**Subject:** CAG work

Happy Friday Environmental CAG,

As many of you know there have been a number of different government responses to the coronavirus (COVID-19) pandemic. On March 19, 2020, the Governor issued Executive Order N-33-20 in order to preserve public health and safety during the State of Emergency regarding the COVID-19 pandemic. The Order directed all individuals to heed State public health directives which ordered all citizens to stay at home, except as needed to maintain continuity of operations of critical infrastructure sectors. Subsequently, the County of San Diego issued a health order effective April 10, 2020 that states that all persons are to remain in their homes or at their place of residence, except for employees or customers travelling to and from essential businesses or activities, and avoiding any event or convening that brings together more than one person in a single room or single indoor or outdoor space at the same time. The County order is scheduled to continue until at least April 30, 2020.

Many of us have been attempting to make sense of these directives and determine how to manage business and professional life. Many of us have been using online technologies to conduct meetings, brainstorm ideas, and make decisions. But not all of us have access to these technologies. Some people have been disadvantaged for a variety of reasons.

In consideration of the above, if you are continuing your subcommittee work please know that we need to continue to adhere to already established protocols. Subcommittee work should return to the full community advisory group and, based on discussion and consensus, recommendations will be forwarded to the City Manager's office. **The full community advisory group needs to convene in person and in a public and accessible setting to maximize opportunities to participate and to not exclude anyone that might be disadvantaged.**

We look forward to continue the work of all community advisory groups. Subcommittee group work may continue to build and refine strategies. But again, before a recommendation is "formally" filed, the community advisory group needs to convene in person. And it needs to be properly noticed and advertised so that no interested person is left behind.

I look forward to coordinating this meeting with your self-appointed co-meeting facilitators when the County Order is lifted. After several big ideas are formalized. A comprehensive "report out" will be made to the City Council at some point in the future.

Thanks. And stay healthy and safe.

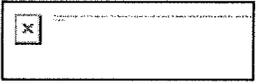
Mike

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For local information and daily updates on COVID-19, please visit <a href="#">San Diego County Coronavirus</a> . To receive updates via text, send <b>COSD COVID19</b> to <b>468-311</b> .	 The logo for COVID-19, featuring the text "Coronavirus Disease 2019" above "COVID-19" in a large, bold font. The "O" in "COVID-19" is stylized with a globe.
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Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.

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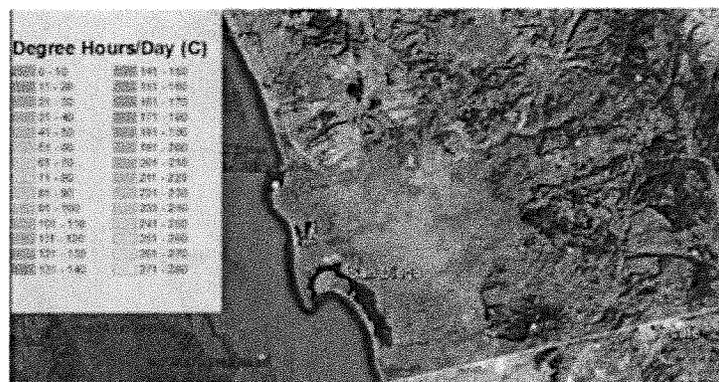
## Escondido Community Advisory Group Subcommittee Summary of Research for Effective & Equitable E-CAP

### LAND USE OPPORTUNITY: Protect & Increase Urban Tree Canopy

**TREES** mitigate climate change in two ways: Reducing emissions related to air conditioning & heating with their shade, and sequestering carbon and other greenhouse gas emissions. In urban areas, trees are especially valuable:

- Trees provide for pollution reduction & improved pulmonary health for residents
- A single mature tree sequesters 40-80lbs of carbon per year
- Increased real estate values & neighborhood beautification
- Increased sense of well-being, crime reduction
- Topsoil & stormwater retention (1000g/y per mature tree)
- Critical for wildlife habitat.
- Shade and “Evapo-transpiration”

Figure 10: Urban Heat Island Index for San Diego County (CALFEPA 2015)



The cooling effect that mature trees provide cannot be overstated. It is estimated that trees can reduce urban heat island effects by as much as 10-20 degrees F! Most notably is that with more than 1/3 of all carbon emissions in the US being created by electricity production, minimizing heating/cooling in buildings via shade trees significantly lowers carbon footprint.

On the more “intangible” side of the coin, living in neighborhoods with abundant green space is linked to positive health outcomes. These include better heart health, stronger cognitive development, and greater overall longevity. It’s to no surprise then tha these areas are also linked to lower levels of Medicare spending.

Because of the all the above-stated benefits, it is estimated that urban trees return \$3+ for every \$1 invested in their planting & care over their lifetime. [Heat Island Basics](#)  
[Trees/Vegetation](#) [How Trees Combat Urban Heat](#) [Mental Health Benefits of Trees](#)

**ACTION #1: Protect and Increase Urban & Suburban Forests.**

It is estimated that the urban forest for the San Diego region as a whole is **60-70% below** (canopy coverage) what it should be for the health of both humans (both physiological and mental) and the environment. Most recent figures point to a recommended 15-20% total canopy coverage for desert/grassland cities. [Loose Leaf American Forests](#)

The most concerning aspect is that San Diego's tree canopy may actually be decreasing via drought, disease, & human indifference/neglect. [Tree San Diego](#)

According to the City of Escondido's asset management program:

- Currently there are **52,979 trees** (up from 49,583 in 2014). This of course is only a small portion of entire "urban forest" (ie does not include private property trees)
- A large proportion (10K, or about 20%) are palm species, & not a wide canopy variety.
- 80% are under 30ft tall, 10% are 30-45ft tall, and 5% are 60ft+
- Listed condition: 117 "dead"; 3,500 "poor"; 23,000 "fair"; 23,000 "good"
  - ~7,000 listed as "Monitor: diseased/declining" or in a "Removal" category

However, the City of Escondido's ~50,000 trees still potentially mitigate **8-10+ tons** of air pollution per year and remove an additional **1000-2000 tons** of carbon per year. Over a 50-year lifespan, a tree generates ~\$32,000 worth of oxygen, provides \$62,000 worth of air pollution control, \$37,500 worth of water control, and \$31,000 worth of soil erosion control. With these #'s in mind, it's estimated that Escondido's current tree population provides annual ecosystem benefits valued at **~\$100M+** ([Urban Forestry Network](#)). The cities asset management program lists a value of **\$150M** for its tree population. These values jump considerably when we also consider tree canopy on private property contributing to these ecosystem benefits, and so all the more reason to invest in and protect/increase this sector as well.

***Escondido should develop and implement a management plan to both increase total canopy coverage as well as assure the long-term vitality of its urban/suburban forests!!***

***Step 1: Assess the current state of its urban forest.*** A good example to follow is Mayor Garcetti's recent approach in Los Angeles. [LA Urban Forest Initiative](#) [LA to plant 90,000 trees by 2021](#)

- Assess current total canopy coverage % for the city. [USDA Methodology](#)
- Evaluate species & location of trees by zip and by street, as this pertains to potential for shade coverage as well as carbon/pollution sequestration abilities.
- Continue monitoring diseased/declining trees, remove dead ones.
- Identify areas of deficiency in business and residential sectors & assess feasibility to increase coverage.

***Step 2: Develop a master plan to fund, maintain, and improve urban forest.*** Target to plant enough trees – public & private – by end of 2022 to reach 15-20% total city canopy coverage in 10 years. (25% coverage goal on streets and sidewalks)

- Create a City Forester position and assign a certified horticulturist/arborist

- Initiate capital improvement programs, public works & parks budgets. Consider ballot measure to fund?
- Adopt ordinances to require tree preservation, private owners included.
- Replacement and planting for private development.
- Enhanced inspection and enforcement capabilities.

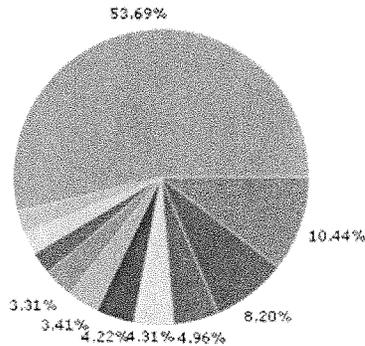
**Additional City Resources:**

Vibrant Cities Urban Forestry Planning US Forest Service: Urban Forests  
ISA Tree Ordinance Guidelines Escondido Parks Recreation

**Escondido Tree Coverage, 2014 Data Set**



## Top 10 Species / Estimated Value



	Botanical	Common	Total	Pct.	Estimated Value
	Syagrus romanzoffianum	QUEEN PALM	5,177	10.44%	\$8,698,620.00
	Quercus agrifolia	COAST LIVE OAK	4,064	8.20%	\$24,210,650.00
	Washingtonia robusta	MEXICAN FAN PALM	2,461	4.96%	\$9,533,400.00
	Platanus X hispanica	LONDON PLANE	2,137	4.31%	\$4,218,040.00
	Liquidambar styraciflua	AMERICAN SWEETGUM	2,092	4.22%	\$5,205,460.00
	Lagerstroemia indica	CRAPE MYRTLE	1,689	3.41%	\$1,303,060.00
	Eucalyptus camaldulensis	RED GUM	1,640	3.31%	\$9,743,170.00
	Jacaranda mimosifolia	JACARANDA	1,245	2.51%	\$1,940,970.00
	Cupaniopsis anacardioides	CARROTWOOD	1,228	2.48%	\$2,464,520.00
	Lophostemon confertus	BRISBANE BOX	1,226	2.47%	\$2,758,000.00
	Other	OTHER	26,623	53.69%	\$79,929,420.00
	<b>Total Trees</b>		<b>49,583</b>	<b>100%</b>	<b>\$150,005,310.00</b>

**ACTION #2: Plant & Protect Street & Shade Trees**

Street trees provide special benefits in that they protect sidewalks and asphalt, reduce automobile accidents by slowing traffic, absorb UV rays and pollution, improve retail viability, reduce energy use and even reduce crime, which increases with heat. Their cool greenery also provides a more appealing atmosphere that encourages walking and biking.

Carefully situated shade trees can play a powerful role in reducing air condition burdens and utility bills. A deciduous shade tree placed on the southwest corner of any building can reduce air conditioning bills by at least 25 percent, and these benefits begin to accrue within just a few years of planting. In winter, evergreen trees are effective when placed on the northeast corners of buildings, serving as wind breaks and reducing heating bills.

- 1) Ensure city planning master plan incorporates increased street tree plantings, and that tree planting is funded.
  - a. Assign highest priority to low equity residential neighborhoods
  - b. Plant trees along streets and in medians.
  - c. Plant shade trees around municipal buildings as warranted by assessment.
- 2) Pursue funding from **CAL FIRE** Grants... Substantial funding opportunities!!! For example, in 2017 National City got CAL FIRE grant for \$650,000 for initial planting of 10,000 trees, and funds to hire consultant to prepare Urban and Community Forestry Program, and then ongoing funding in subsequent years for urban forest expansion and improvements.
  - a. <https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/>

- b. <https://www.nationalcityca.gov/government/engineering-public-works/public-works/parks/parks-tree-trimming>
- 3) Require street trees (of appropriate species for location) to be planted in new commercial developments. [City of Vancouver Tree Requirements](#)
  - 4) Akin to [Free Tree SD](#), Escondido should fund a community tree program that provides residents with free street trees and horticulture information about their planting and care.
  - 5) Consider replacing invasive & Mexican palm species with more favorable shade tree species.
  - 6) Pursue funding a tree planting project via [The Escondido Community Foundation](#)
  - 7) Utilize **Community Group Development Grants** (up to \$5k per group) for street planting in needy areas. (discuss details with Consuelo Martinez)
  - 8) Create a community-led [Go Fund Me](#) to solicit donations for specific tree planting projects in underserved areas.
    - a. Or it can be a something like “Escondido Team Tree’s”, where we create a website like [this one](#), partner with Arbor Day to assist with planting, get it out on social media to solicit funds, and then carry out planting in underserved areas in Escondido.
  - 9) Continued participation in [Cool Parks](#), where recently volunteers planted 300 trees in Grape Day Park, Kit Carson Park, Mountain View Park, Washington Park, Jesmond Dene Park and South Center City Parkway.
  - 10) Find a local partnership akin [Tree People](#) and their collaboration with the [Leonardo DiCaprio Foundation LA Urban Forestry Initiative](#)
  - 11) Provide cost-sharing for planting of shade trees. Encourage incentive programs with local utilities/SDG&E. [Riverside Shade Tree Incentives](#) [San Antonio Green Shade Program](#)
  - 12) Increased City of Escondido & Community collaboration w/ [Arbor Day Foundation](#)
    - a. Host an annual [Arbor Day Event](#) where volunteers work to plant trees!
    - b. Become an [Energy Saving Trees Partner](#) (SDG&E is a Arbor Day Partner!)
    - c. Become a [Community Canopy Partner](#)
    - d. Tree Certification to ensure tree care and health is standardized and trees will henceforth be cared for by certified arborists and supported by the tree advisory committee made up of professionals & community partners.
    - e. Earn Recognition for Urban Forest Stewardship with a Tree City [Arbor Day Award](#)  
Example: [Boulder, CO](#)

**Additional Resources:**

[EPA Urban Heat Islands Database](#)

[EPA: Urban Street Trees & Green Infrastructure](#)

[22 Benefits of Urban Street Trees](#)

[Inequity of Urban Heat Islands](#)

[Planting Trees Reduces Carbon Footprint](#) [EPA Trees & Vegetation Reduce Heat Islands](#)

**Mike Strong**

---

**From:** Kate Barba <katharine.barba@gmail.com>  
**Sent:** Friday, June 12, 2020 7:11 AM  
**To:** Mike Strong  
**Cc:** Swift, Timothy; Laura Hunter  
**Subject:** [EXT] Re: Voluntary Adv Committee inclusion on June 24th Council agenda

**CAUTION :** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Good morning Mike,

We understand from the Mayor that you will present on the draft ECAP on June 24th and that there is no need at this time to include a presentation from the Advisory Committee, that you plan to reference our work and that we'll be working together during the public comment period along with expert presentations to the Council as appropriate through the summer.

To facilitate our input and assure you have our latest and greatest recommendations for the plan, we'd like to request an editable version of the document you plan to post for public review and comment. We have the versions of enforceable measures for GHG reduction and the climate adaptation elements, but to assure comprehensive Advisory Committee input, we request a version of the entire plan (word doc with excel or whatever works for you) so that we can streamline our comments and recommendations.

**Our current plan is as follows:**

- Mike forwards editable version of ECAP to the Committee
- now through June 30: assure Committee review, edit and comment on the City draft of the ECAP;
- July 13: Convene the full committee, review our input and solicit any additional comments;
- late July: Request time with you to review and discuss our input

Thanks,  
 Kate Barba

On Mon, Jun 8, 2020 at 9:20 AM Kate Barba <[katharine.barba@gmail.com](mailto:katharine.barba@gmail.com)> wrote:

Hi Mike,

Due to numerous conflicts, we had to postpone our June 8th (today) meeting with the full Voluntary Advisory Group on Climate and Environmental Action.

We expect to reschedule that very soon, and catch up with you just following to touch base on a short presentation of science and recommendations to the Council on the 24th as discussed.

We noticed there was no reference to our talk integrated with yours in the "Future Agenda" item included on the Council's agenda this week.

Just wanted to confirm that we are still "on", once we meet with you and agree on an approach.

Thanks for your continued support of the Committee!

Kate

**Mike Strong**

---

**From:** Swift, Timothy <TimothyS@phenomenex.com>  
**Sent:** Tuesday, June 16, 2020 12:21 PM  
**To:** Kate Barba; Mike Strong  
**Cc:** Laura Hunter  
**Subject:** [EXT] RE: Voluntary Adv Committee inclusion on June 24th Council agenda

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Mike-

Hope you're having a good day so far. Per Kate's note below, do you indeed have an "editable" version of the latest updated draft plan(s) you will be putting out for public commentary in a couple of weeks? We have the 2 PDF's of measures you've shared in the past, but something that we can easily add our commentary/suggestions to in a sequential an organized way would be ideal for both sides as we move forward once the commentary period closes.

Let us know if this possible... Thanks Mike!

Timothy Swift  
 District Sales Manager

Phenomenex  
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 Torrance, CA 90501  
 Cell: 858.784.1684  
 Email: [TimothyS@phenomenex.com](mailto:TimothyS@phenomenex.com)  
 Website: <http://www.phenomenex.com>

Follow us:    

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**Cc:** Swift, Timothy <TimothyS@phenomenex.com>; Laura Hunter <earthlover@sbcglobal.net>  
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# FUTURE CITY COUNCIL AGENDA ITEMS

Updated June 18, 2020

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.  
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

**July 1, 2020**  
**NO MEETING (Independence Day)**

**July 8, 2020**  
**6:00 p.m.**

### CONSENT CALENDAR

**Approval to Execute a State Revolving Fund Loan Agreement for the Recycled Water Distribution System Project**  
(C. McKinney)

*If approved, the loan issued from the State Revolving Fund (SRF) will be used for construction costs associated with the Recycled Water Distribution System Project.*

**San Diego Regional Fire Foundation \$13,328.00 Donation To Fund Fire Department Covid19 Safety Supplies**  
(R. Vogt)

*On June 9th, the San Diego Regional Fire Foundation awarded funding to several North County Fire Departments, including Escondido Fire Department, to provide necessary supplies and equipment to enhance the safety of Firefighters, Paramedics and patients from COVID19. The Escondido Fire Department will use the funds to purchase a large quantity of detergent and disinfectant that is used to decontaminate personal protective equipment (PPE), disposable filters that are used with CPAP devices to prevent the spread of patients' exhaled air while inside an ambulance, and disinfecting equipment that aerosolizes sanitizing liquid inside the treatment area of ambulances. The San Diego Regional Fire Foundation was founded in 1989 to strengthen the system of fire and emergency services in San Diego County.*

**First Amendment to Lease Agreement with McMahon Construction at 525 North Quince Street**  
(J. Procopio)

*The existing lease with McMahon Construction at 525 North Quince Street expires on August 12, 2020. The parties would like to enter into this Amendment to extend the terms of the Lease for one (1) year, expiring on August 11, 2021.*

**July 8, 2020**  
**Continued**

**PUBLIC HEARINGS**

**Amendment to Article 61 (Administration & Enforcement) and Article 66 (Sign Ordinance) of the Escondido Zoning Code to Allow Menu Signs and Oversized Directional Signs at Car Wash Facilities**

(M. Strong)

*Article 66 currently allows menu signs at drive-through restaurants only (with issuance of a sign permit). Directional signs under two (2) square feet and three (3) feet in height are exempt from the sign ordinance for all uses. A local car wash business wishes to install digital and static menu boards at its stacking lanes, as well as directional signs that exceed the aforementioned size limits. The proposed amendment will amend Article 66 to allow menu signs with a sign permit, and oversized directional signs with a Comprehensive Sign Program, at car wash facilities. Article 61 will also be amended to add Comprehensive Sign Programs for car wash directional signs to the list of projects to be approved by the Zoning Administrator.*

**Amendment to the Downtown Specific Plan (PHG20-0001), to Allow Weddings and Receptions as a Conditionally Permitted Use within the Southern Gateway District (SG), and Approval of a Conditional Use Permit (PHG20-0002), to Conduct Weddings and Receptions at 209 E. 4<sup>TH</sup> Avenue**

(M. Strong)

*The request is to amend the Downtown Specific Plan to allow weddings and receptions within the Southern Gateway District, which currently prohibits this type of use, subject to a Conditional Use Permit (CUP). A CUP has been requested to host weddings and receptions at 209 E 4<sup>th</sup> Avenue.*

**Allocation of Successor Housing Agency Funds for Affordable Housing**

(M. Strong)

*The City Council approved the release of an RFP for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted/underdeveloped properties on March 25, 2020. The RFP included a total of \$4,000,000 in SHA funds. This evening City Council is asked to conduct the public hearing necessary to approve conditional commitment(s) of Affordable Housing Funds.*

**Amendments to Chapter 10, Article 1,5, and 6 of the Escondido Municipal Code for the Procurement of Goods, Services, and Public Projects**

(Finance Department)

*Proposed amendments to Chapter 10, Articles 1, 5, and 6 of the Escondido Municipal Code to update the purchasing regulations related to the procurement of contracts for goods, services, and public projects. Amendments include an update to reflect new monetary limits for formal and informal bidding, and updates to policies and procedures to help streamline and clarify regulations on the procurement process, while complying with the different state and federal regulations. The proposed amendments will help streamline the bidding process for projects under certain monetary limits; allowing projects to be completed in a shorter time.*

**CURRENT BUSINESS**

**Community Survey Results**

(J. Petrek)

*True North Consulting will share results from the second Community Survey.*

**FUTURE AGENDA ITEMS**

**July 15, 2020**

**6:00 p.m.**

**CONSENT CALENDAR**

**Community Facilities District (CFD) 2001-01 (Hidden Trails) Annual Special Tax Levy**

(Finance Department)

*A special tax is levied annually on real property within the Community Facilities District No. 2000-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.*

**Community Facilities District (CFD) 2006-01 (Eureka Ranch) Annual Special Tax Levy**

(Finance Department)

*A special tax is levied annually on real property within the Community Facilities District No. 2006-01 and is collected through the County of San Diego Assessor's Office. The proceeds from the special tax are used to meet debt service obligations from the issuance of bonds for the District.*

**Resolution Establishing the Property Tax Rate and Fixed Charge Assessments for Bonded Indebtedness for Fiscal Year 2020-21**

(Finance Department)

*Each year, a property tax rate is established to generate an amount of revenue from the property tax base that is sufficient to pay the General Obligation Bond debt service (principal and interest) for the current tax year.*

**Renew Signature Authorizations for Investing in the Local Agency Investment Fund**

(D. Schultz)

*This Resolution will designate the fiscal agents who are authorized to deposit or withdraw monies from the Local Agency Investment Fund.*

**PUBLIC HEARINGS**

**CURRENT BUSINESS**

**Public Safety and Essential Services Ballot Measure – November 3, 2020**

(J. Petrek)

*Request the City Council approve placing a Public Safety and Essential Services Ballot Measure on the General Municipal Election on November 3, 2020.*

**Term Limits Ballot Measure?**

(M. McGuinness)

*Councilmember Morasco requested that the City Council consider placing a Term Limits Ballot Measure on the General Municipal Election on November 3, 2020.*

**FUTURE AGENDA ITEMS**

# Weekly Activity Report



June 18, 2020

## COVID-19 UPDATES



### City Hall Safely Re-Opens

This week, staff welcomed visitors back to City Hall. On Monday, June 15 we had over 100 residents conduct business. Thank you to our concierge team who ensured that all guests were informed of new safety protocols and procedures. Information about the City Hall check in process and how to book appointments can be found [here](#).



In an effort to ensure quick and efficient service and to reduce your wait time, we encourage residents to conduct business online with the City using our [Online Services Portal](#).

### Economic Development Updates

#### Escondido Business Recovery Strategy

Over the past few months, the City of Escondido in partnership with the San Diego North Economic Development Council, Innovate78, key industry stakeholders, and the community worked together to develop a Business Recovery Strategy. This document will serve as a roadmap for Escondido's economic recovery and these strategies are intended to work with the State and County Public Health Orders as they become less restrictive. You can view the strategy [here](#).

#### June Economic Development Newsletter

- [How Local Companies are Handling Reopening](#)

#### Escondido's Mission Pools Featured in the Wall Street Journal

- [Article – How Lockdowns Changed What We Buy](#)

## Nominations Sought for Independent Redistricting Commission

The City is now accepting nominations for appointment to the Independent Redistricting Commission. The Commission will develop an initial district-based plan for future City Council elections.

Applications can be competed at:

<https://www.escondido.org/appointment-application.aspx>.

The deadline to submit applications is July 31, 2020. The term of the commission will begin December 1, 2020.



The poster features the Escondido City of Choice logo at the top. Below it, the word "REDISTRICTING" is written in a blue box, followed by "COMMISSIONERS NEEDED" in a larger blue box. A map of Escondido is shown with four colored districts: green, purple, red, and blue. The text "Current Districts" is next to the map. Below the map, it says "Help Shape Our Future" and "The City of Escondido is looking for qualified people who are interested in redrawing the boundaries for our four City Council Districts." At the bottom, there is a dark blue box with the text "INTERESTED IN APPLYING?" and the website "www.escondido.org/appointment-application.aspx", the phone number "760-839-4617", and the deadline "Deadline to Apply is July 31, 2020".

## Escondido's MFRO Project Awarded Funding

Great news for the Membrane Filtration Reverse Osmosis Project. The Bureau of Reclamation just announced Title XVI grants and the City of Escondido has received \$3,069,303; bringing the total Title XVI grant for the MFRO to over \$8 million. Total grant funding for this project is now over \$10 million. To view detailed project descriptions and to learn more about the Title XVI Water Reclamation and Reuse Program, please visit [www.usbr.gov/watersmart/title/](http://www.usbr.gov/watersmart/title/).

## Summer Recreation Programs

Registration is now open for summer recreation activities. This year, you can choose from virtual classes you can take at home, learn to swim programs and aquatics, and summer day camps.

To see a full list of offerings and to register head to: <https://recreation.escondido.org/summer-2020-registration.aspx>

## Registration is OPEN!



## COVID-19 Updates:

You can get up to date information about the City's response to COVID-19 at: [www.escondido.org/covid-19.aspx](http://www.escondido.org/covid-19.aspx)

## **POLICE DEPARTMENT UPDATES:**

### **Man Arrested After Attempt to Break into ATM**

On June 8, a man was seen attempting to break into an ATM at the County Health & Human Services building on W. Mission Ave. The man fled on foot from arriving officers. He ran into a nearby liquor store and barricaded himself in the bathroom. After officers heard the toilet flush several times (presumably flushing drugs down) they were able to take him into custody. He was arrested for being under the influence of drugs and resisting arrest.

### **Domestic Violence Suspect Flees from Police with a Gun**

On June 9, officers responded to a domestic disturbance in the 600 block of N. Juniper St. The suspect fled on foot from police where he was seen tossing an object over a fence. He was taken into custody and officers discovered that he had tossed a handgun while running away from the police. He was arrested for domestic violence and gun charges.

### **Man Stabbed to Death Found in Alleyway**

On June 9, officers were dispatched to an alley in the 500 block of W. 7<sup>th</sup> Ave regarding a possible assault that took place. Officers discovered an adult male victim in the alley who was unresponsive. The victim had sustained stab wounds to the upper torso and he died at the scene from his injuries. This case is currently being investigated as a gang motivated crime.

### **Several Overnight Window Smash Burglaries Discovered**

From June 7-11, several window smash burglaries occurred overnight at closed businesses. A pest control business, a storage facility, an auto detailing business, a 7 Eleven, and an Auto Zone were all broken into. Various items were stolen, including electronic devices and store merchandise. The suspect from the storage facility was identified and detectives are investigating the others.

## **Community Policing:**

### **Escondido Resident Stops by Police Headquarters to Express Appreciation**

One of Escondido resident Rick Duro's many talents is woodworking, and he has turned this talent into a hobby. He decided to make an American flag out of wood and present it to the police department as a token of his appreciation. We thank you for your support.



**Events:**

**Officer Vea Graduates from Regional Police Academy**

On June 9, Officer Jesus Vea graduated from the 122<sup>nd</sup> San Diego Regional Police Academy. Officer Vea will now complete his Field Training Phase, which lasts approximately 4 months. Congratulations Officer Vea and welcome to our community.



**Tip of the Week:**

Home or business surveillance camera systems have aided the police in solving numerous crimes. Cameras are an important part of protecting your home or business. There are many great camera systems on the market and some services allow you to share the video directly to the police.

**FIRE DEPARTMENT UPDATES:**

**News:**

On Wednesday, June 10, Fire Prevention Officers Sandra Bauer and Robyn Taylor conducted the annual joint inspection between the Fire Department and Caltrans to identify remaining areas along our local highway and interstate interchanges that required brush clearing. Most areas have been cleared with just a few remaining that were addressed at the end of last week.



On Wednesday, June 10, Station 6 Engine (Captain Nugent, Engineer Jones and Firefighter M. Smith) provided an impromptu Engine Tour to some local children following training at Kit Carson Park.



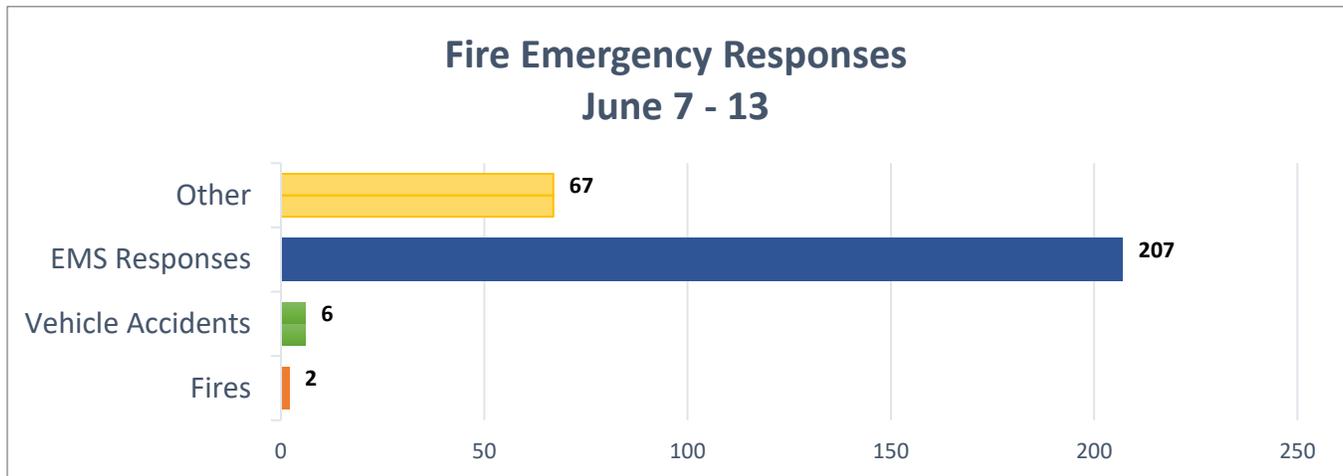
On Thursday, June 11 at 12:16 a.m., Engines 131, 137, Brush 133, Utility 131, and Battalion 131 were dispatched to a Vegetation Fire in the area of I-15 and Centre City Parkway. The fire was located north of that location in CAL FIRE’s jurisdiction. Escondido units assisted CAL FIRE units with control of a small fire on the side of the freeway.

On Thursday, June 11, Engine 136 was dispatched to investigate an odor in an apartment complex. On arrival they found a bag containing a suspicious substance. A Hazardous Materials response was requested and SDFD Hazmat as well as the County's Hazardous Incident Response Team (HIRT) responded. The material was collected and removed by HIRT. An adult female was transported to the hospital via ambulance as a precaution. Escondido Police officers assisted with interviewing potential witnesses.



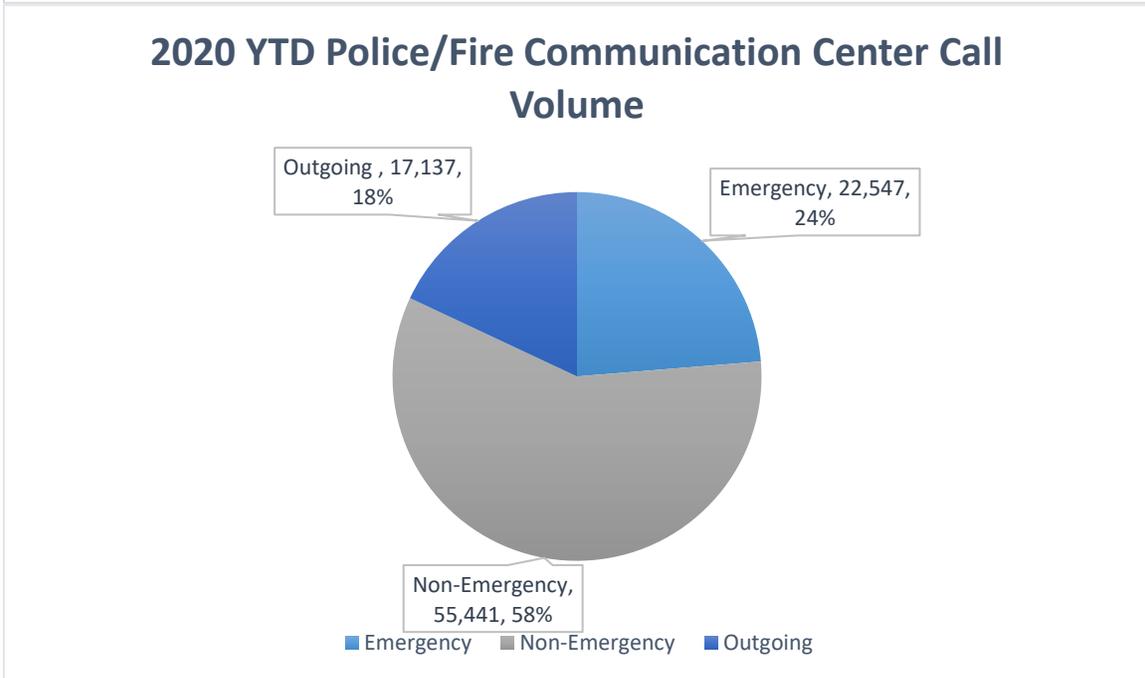
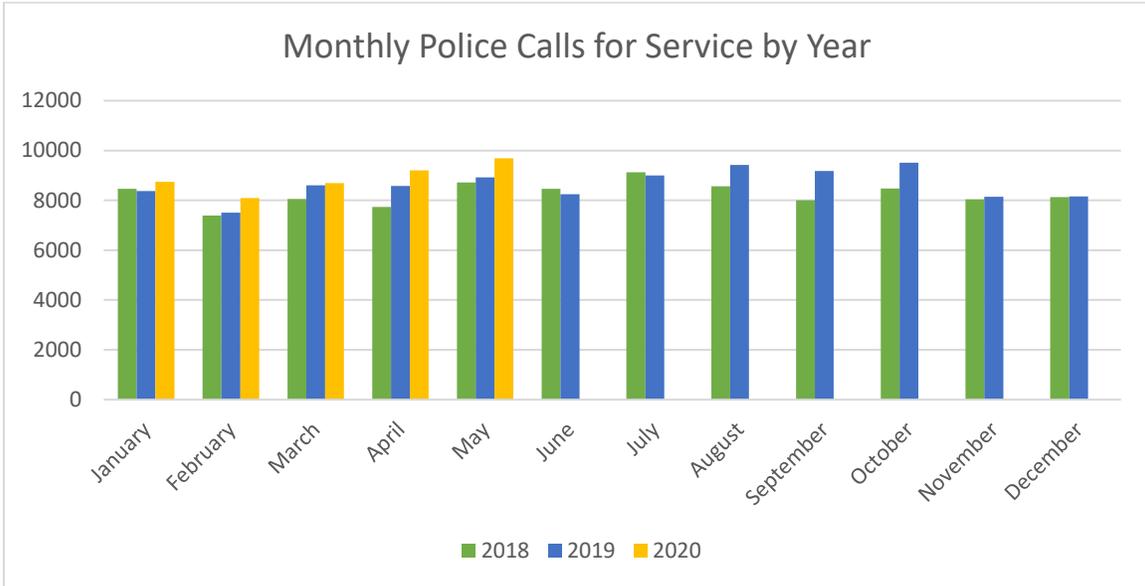
### BY THE NUMBERS

#### Fire:



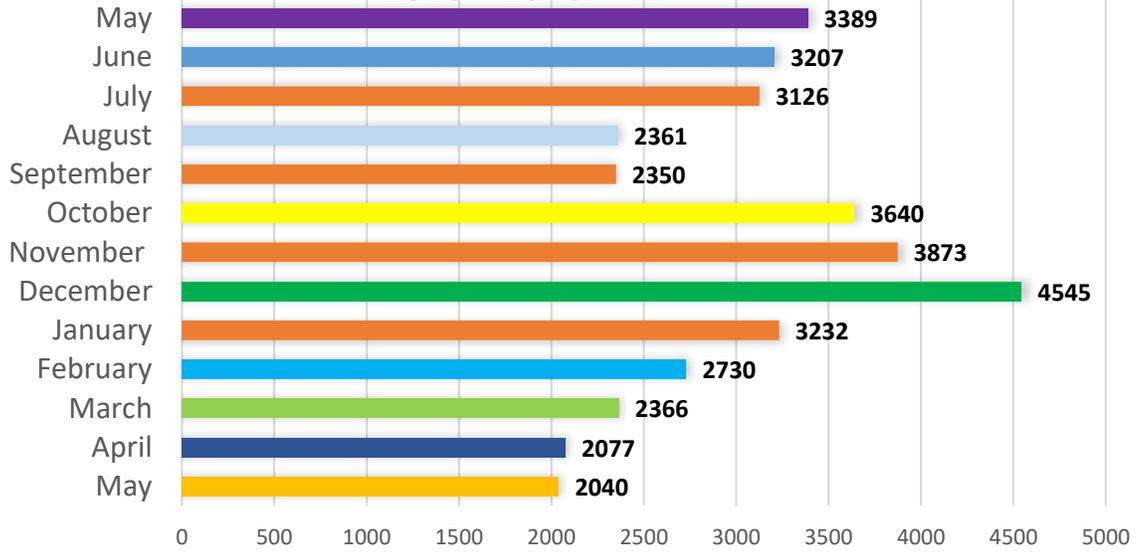
Total Emergency Responses (Year To Date)	6, 601
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**Police:**

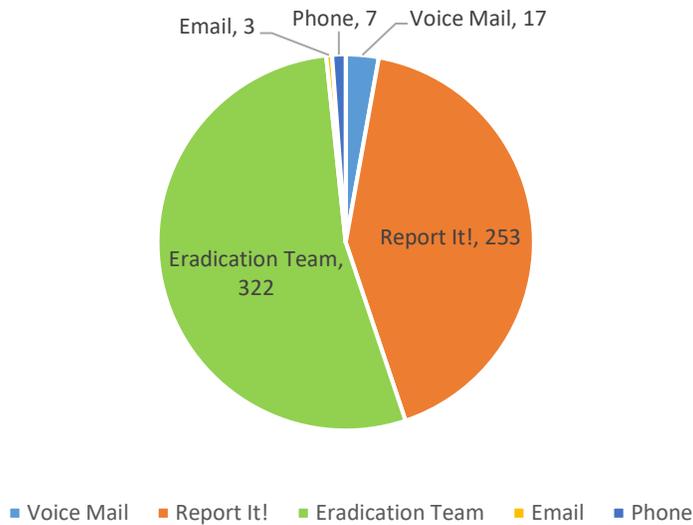


**Public Works:**

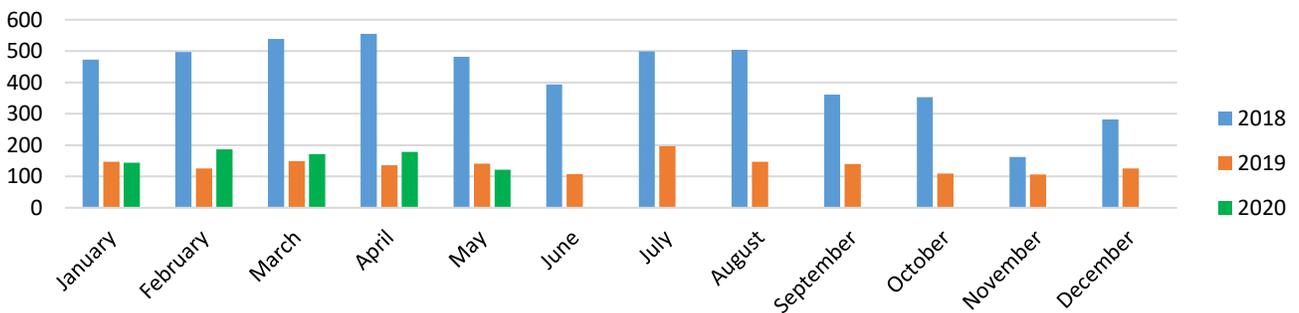
**Number of Graffiti Tags Removed  
2019 - 2020**



**How Graffiti Was Reported - May 2020**



**NUMBER OF SHOPPING CARTS REMOVED**

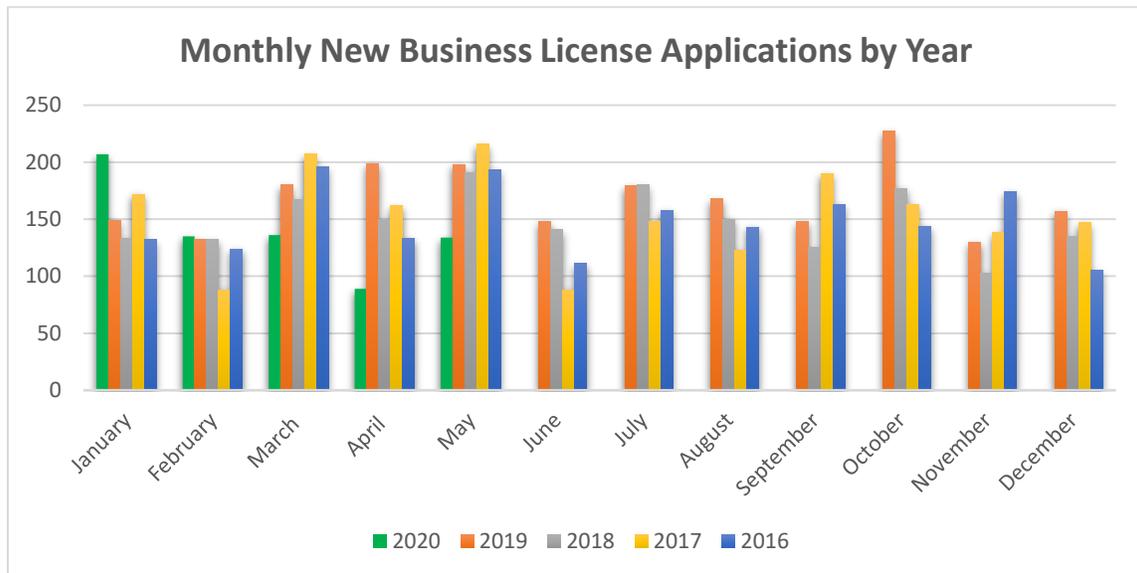


**Code Enforcement:**



Total Code Cases (Year To Date)	1,382
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**Business Licenses**



**Graffiti Restitution**

Collected Past Week	Collected Year to Date
\$157.05	\$4,979.19

## COMMUNITY DEVELOPMENT & ENGINEERING

### **Development Services:**

The City of Escondido offers a variety of programs and services related to land development, neighborhood improvement, traffic engineering and more. Our development services team is committed to providing excellent customer service and meeting customer's needs during these difficult times to keep entitlement projects and construction moving forward. Although City Hall is temporarily closed to the public, development services is still accepting land use development applications and permit submittals by appointment.

### *Building Activity Status Update:*

The Building Department began accepting in person appointments and drop-ins at City Hall in an effort to expedite the application process. The counter staff meet with applicants for the first time since the closing of City Hall in March. The total permit valuation for the week was \$397,511.00. The counter staff was able to process 166 applications and issue 139 permits and responded to 211 contacts from the public. The inspection staff completed 171 inspections.

### *Major Land Development and Capital Projects Update:*

The following major projects are being reviewed and/or coordinated for completion by Planning, Engineering, Fire, Building and Utilities Divisions. The list of projects below encompasses recent project updates and/or milestones from last week.

#### Commercial / Office / Industrial Projects:

1. Raising Cane's Restaurant – (Developer: Ada Fermin, PM Design Group) 1280 W. Valley Parkway – Demolition of vacant, former Coco's restaurant building and construction of new 3,744 SF drive-through restaurant for Raising Cane's. A CUP application was filed on October 30, 2019. Department comments on the traffic study were provided on January 10, 2020, and revised traffic info was received from the applicant on February 21, 2020. Most of the traffic issues have been resolved. As of this writing, the applicant is targeting the July 14, 2020 Planning Commission meeting to consider approval of the project.
2. Mercedes Benz Expansion – (Developer: Jody Stout, Integrity Design and Construction) 1101 W. 9th Avenue – A Master and Precise Plan modification to demo the existing dealership showroom and construct a new showroom, office, parts storage and service building. The application was submitted on November 20, 2019. The applicant informed Planning during the week of January 27, 2020 that they are pursuing a redesign to meet the most recent generation of Mercedes design specifications for dealerships. Staff is awaiting resubmittal of the plans.
3. 7-Eleven Gas and Convenience Store – (Developer: Golchek Group) 900 W. Mission Ave. – A proposal to relocate a 7-Eleven from the northeastern corner of Mission/Rock Springs to the northwestern corner and add a gas station. The applicant submitted a traffic study on December 17, 2019, and the latest staff comments were returned on February 11, 2020. The comments identify anticipated traffic impacts as well as

suggested mitigation. The applicant met with Engineering on February 19, 2020 to discuss traffic issues. Staff is awaiting resubmittal of the plans.

4. Interfaith Recuperative Care Facility – (Developer: Interfaith) 555 North Center City Parkway – Conversion of the existing lodging facility (i.e. America’s Best Value in) and construction of new residential care facility designed to provide quality emergency housing, services, and supervision to at-risk individuals, homeless, etc. A preliminary application meeting was conducted on June 16, 2020. As of this writing a formal application has not been made. A CUP application would have to be filed for the City to learn more about the scope of services and to formally review the application request.

#### Residential Projects:

5. Harvest Hills (aka Safari Highlands Ranch) (Developer: Jeb Hall, Concordia Homes) 550 residential subdivision, east of Rancho San Pasqual – The Draft EIR and appendices have been posted on the City’s website at the following link:  
<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

A revised tentative map addressing previous staff comments was submitted on November 6, 2019. A second revision to the Draft Specific Plan was received on January 14, 2020. The most recent revised tentative map was received on February 24, 2020.

6. The Villages at Escondido Country Club (Builder: Lennar Homes) 380 residences – Building permit applications for the model homes have been approved and a surety bond has been received. The Final Subdivision Map is scheduled for City Council approval on May 13, 2020. Most of the final engineering permit review for Village 1 is complete. A comment letter on a Plot Plan application for the neighborhood park was provided in April and the City is wrapping up its review of the commercial center. Comments on the commercial center were sent to the applicant on May 22, 2020. Comments on final engineering for Villages 2 and 3 were sent to the project applicant in January and April 2020. Country Club Drive improvement plans are nearing approval. The developer, Lennar, has started the construction of the model homes. Work is ongoing on Country Club Drive for the new gas main.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City’s website at the following link:  
<https://www.escondido.org/ecc.aspx>

7. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – The applicant is working on storm water comments and a resubmittal of plans is expected this week. Engineering has provided comments on a proposed joint-use agreement with the County Water Authority.
8. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – This project is a mixed-use development involving 126 residential units within three, 4-5 story buildings with indoor and outdoor recreational areas and an opportunity for a small (1,000 sq. ft.) commercial/flex space on 2.6 acres (48 dwelling units/acre) located on the same premises as the former Police Station across the street from the Escondido Transit Center. The City Council approved the project on October 12, 2016. Much of the

work has been completed. The contractor has placed the traffic signal poles for the Grand Ave pedestrian crossing. Striping of the cross walk on Valley Parkway and Grand Ave. was completed this week. Work on Grand Avenue improvements, including the pedestrian crosswalk, will start within the next two weeks.

9. Pradera (Developer: Moses Kim, Lennar Homes) – *No change from the following update reported last week:* This project consists of a 70-unit single-family development located at the northeastern corner of Ash Street and Lehner Avenue. Much of the work has been completed. Final conflict crossing issues are being design and submitted for review. The water main work included the construction and installation of 779' of a 12" water main along Conway Drive, between Lehner Drive and Rincon Avenue. The installation is now complete. The contractor is tying the new line to the Cities potable water system.
10. Canyon Grove Estates Tract 932 (Developer: John Vance, Shea Homes) – This project is a 179-lot single-family residential development on the north side of Vista Avenue east of Conway Drive. The project is currently in the punch list phase. The contractor has completed final signage and striping for the development. The roadway connection between Vista Avenue and Vista Verde Way is scheduled to be opened to all traffic. This opening will connect El Norte Parkway to the south and Ash Street to the west.
11. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch – Fire, Planning, and Engineering staff met with the applicant team on May 29, 2019 to discuss the fire-related information. A financial feasibility study for the proposed resort was submitted on July 8, 2019. The project has not had any activity since then.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

<https://www.escondido.org/daley-ranch-resort-specific-plan.aspx>

12. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on both sides of Nutmeg between I-15 and Centre City Parkway – The City Council approved the portion of the project on the northern side of Nutmeg on November 20, 2019. Submittal of the southern portion of the project site was received on June 8, 2020. The project is currently under review.
13. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – KB Homes has constructed model homes and is interested in filing the final map as soon as possible to continue construction. However, several items remain incomplete including revisions to improvement plans, final map and drainage study. In June 2019, the County of San Diego provided KB Homes a checklist of items that should be submitted with a watercourse permit application required to construct a storm drain under Felicita extending onto County land. To date, KB Homes has not provided the application materials to the County. The City is working with the developer to allow the project to continue to move forward while the developer obtains the County watercourse permit and constructs all necessary drainage improvements.

14. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – Revised elevations for staff design review were received on February 21, 2020. Staff has returned comments and is now awaiting resubmittal of the project.
15. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units with 10,000 SF of commercial – Utilities met with the applicant on February 20 to discuss sewer and water issues. The applicant filed a resubmittal on May 28, 2020. The resubmittal is under review.

An Environmental Impact Report (or EIR) was prepared to inform the public and decision-makers of significant environmental effects of the project, identify possible ways to minimize those effects, and describe reasonable alternatives to the project. Public review of the Draft EIR concluded on May 19, 2020. The City is currently reviewing and responding to public comments.

The development proposal and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/palomarheights.aspx>

16. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue – The project site is currently being graded. Model home permits have been issued. CC&Rs for the entire project and a road maintenance agreement for the upper agricultural lots are in for review. Improvement plans are ready for approval. The developer, Trumark, is continuing to work on the onsite utilities as well as starting the vertical construction for the model homes. The Final Map is scheduled for City Council approval on June 24, 2020.
17. Del Prado (Developer: Kerry Garza, Touchstone Communities) – An approved 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road - Staff comments on the grading and improvement plans were provided the week of February 3, 2020. Staff is aware of easement issues regarding the SDG&E access easement and are still working with the applicant on that driveway design.
18. Hacienda De Vega Redevelopment – (Developer: Tony Cassolato) A proposed residential condominium development consisting of 42 three-story attached townhomes on 1.75 acres – The project would demolish the vacant restaurant building and redevelop the entire site with residential townhomes. Fire is working with the applicant on fire flow and circulation issues through the site. A proposed Mitigated Negative Declaration (MND) was prepared and the review and comment period began on March 16, 2020 and ended on April 6, 2020. City staff is working with the applicant and coordinating a response to comments.
19. Casa Mercado Apartments - (Developer: Paul Mayer, Pemcor) A four-story, 120-unit apartment complex on 2.31 acres – Project design was submitted on January 21, 2020. Staff comments were provided back to the applicant on February 21, 2020. Intake of a

resubmittal occurred April 14, 2020. City staff provided a review letter to the applicant on May 21, 2020.

20. Iwashita Apartments - (Developer: Iwashita Development) A seven-story, mixed-use project at 322 S. Escondido Boulevard for 172 units. An application for a Plot Plan was submitted on April 22, 2020 for new development on the north side of 4<sup>th</sup> Avenue between Escondido Boulevard and Maple Street. The project would provide approximately 7,000 SF of retail space on a portion of the ground floor, as well as 172 apartment units across all seven floors. Apartments will range in size from efficiency units (approximately 328 SF) to two-bedroom units (approximately 832 SF). A parking garage containing 317 spaces would also be provided. The proposal includes a density bonus in exchange for reserving 20 percent of the proposed units for low-income households. Waivers from some development standards (such as building height) will likely be requested as part of the density bonus request. The project is currently under review.
21. East Valley Parkway Apartments – (Developer: John Wurster) A 50-unit mixed use affordable apartment complex consisting of four stories situated on a 21,000 SF vacant parcel in the historic District of the Downtown. The site is on the corner of Ivy and East Valley Parkway. The ground floor of the building will include office space, as well as common areas and uses appurtenant to the apartment complex, which are located on levels two through four. The site is located on the corner of Valley parkway and Ivy, and will provide 16 total parking spaces accessed from the rear alley. The proposed building will front on valley and Ivy and provide naturally interior courtyard for its residents. The project is currently under review.
22. Reed Road Assisted Living Facility - (2525 Reed LLC). A new residential care facility is proposed on a 4.2-acre site on 2525 Reed Road. The subject property is zoned Residential Estate (RE-20), and has an existing 8,597 SF residence. The existing home operates as a care facility with 15 beds. The applicant proposes to build a campus with three (3) new buildings totaling 21,190 SF. These will house 45 new residents and accommodate 12 to 15 employees. The project is currently under review.
23. Accessory Dwelling Units – Planning staff is currently working on nine (9) applications for accessory dwelling units. Twenty-five (25) accessory dwelling units have been approved so far this year. Thirty-even (37) accessory dwelling units were approved in 2019. Twenty-four (24) accessory dwelling units were approved in 2018. Three (3) accessory dwelling units were approved in 2017.

#### City Projects or Other Capital Improvement Projects:

1. Membrane-Filtration Reverse Osmosis/MFRO (Developer: City of Escondido Utilities Department) 901 W. Washington – A Plot Plan application was submitted for review on October 14, 2019. The second draft of the proposed Mitigated Negative Declaration (MND) is expected to be submitted this week. A 60 percent design meeting occurred on December 9, 2019, and a follow-up meeting to discuss architecture occurred on January 30, 2020. The Mitigated Negative Declaration (MND) was adopted by the Zoning Administrator on April 30, 2020.

2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – Utilities and Planning staff met with the environmental consultant on February 24, 2020, to discuss biological mitigation and recirculation of the Draft EIR. A teleconference meeting with the wildlife agencies occurred in April to confirm the path forward. Revisions to the draft EIR are in development and a recirculation of the document for public comment is expected to occur in June.
3. SDG&E 16” Gas Main Replacement – In January 2019, the CPUC’s Safety Enforcement Division approved SDG&E’s test or replace plan for Line 1600, a 16-inch natural gas transmission pipeline which was not strength tested in 1949 when it was constructed. This next phase of PSEP projects will include 19 separate projects that will take place in the cities of San Diego, Escondido and Poway, as well as the County of San Diego. As part of these projects, approximately 37 miles of existing pipe in more populated areas will be replaced and approximately 13 miles of existing pipe in less populated areas will be strength tested. Approximately 5.4 miles of replacement and 2.7 miles of strength testing is expected to occur in Escondido from 2020-2024. Work is continuing with installation of the new 16-inch gas main along the Midway corridor. Construction activity is currently between Oak Hill Drive and Bear Valley Parkway, east of Glenridge.
4. El Norte Parkway Improvements – The project includes widening of El Norte Parkway at the flood control channel by the installation of a new bridge, construction of new median islands from Valley Parkway to Washington Avenue, landscaping and a drip irrigation system, a bike/pedestrian signal at the flood control channel, along with roadway resurfacing. The contractor has completed the final striping, signage, and landscaping on El Norte Parkway. The new pedestrian crossing signal was completed and activated on June 17, 2020.

A project webpage containing draft documents and plans has been added to the Engineering Department’s website at the following link:

<https://www.escondido.org/el-norte-parkway-bridge-and-median-improvements-1.aspx>.

5. 2019 Street Rehabilitation and Maintenance Project Rebid – This year’s project will resurface approximately 71-lane miles of pavement, replace 0.59- miles of sidewalk, and restripe 2.5- miles of bike lanes, install 51 pedestrian ramps, and replace 90 street trees that damaging concrete improvements. The ARAM surface treatment has been completed. The contractor is on week four of the placing of the slurry surface treatment and is currently in the Rancho Verde area. The contractor, is currently resurfacing Dixon lake access road.

This year’s project is Maintenance Zone W. More information can be found at the following link:

<https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>



6. Spruce Street/Transit Center Pedestrian Bridge Project – The contractor has backfilled for the new wing walls at the Spruce Street box culvert and has placed concrete for the east side ramp wall at the Valley Parkway location. Slope grading of the channel wall between Valley Parkway and Grand Avenue is near completion.

###