



REQUEST FOR PROPOSALS FOR PREPARATION OF THE EAST VALLEY SPECIFIC PLAN

March 5, 2020

The City of Escondido (“City”) is requesting proposals to **support the development of a new specific plan for an approximate 150-acre portion of the East Valley Parkway Target Area.** See Request for Proposals (“RFP”) for more details. The RFP documents may be obtained at the following link:

<https://www.escondido.org/purchasing.aspx>.

Proposals shall be submitted either in a sealed envelope (with the proposal on a CD, solid-state data storage device, or thumb/flash drive) or submitted by email (provide a file transfer if the attachments are greater than 9.5 MBs) plainly identifying the RFP and consultant’s name and address. **Proposals shall be delivered to the attention of Mike Strong, Assistant Planning Director, with the City of Escondido, Planning Division, 201 North Broadway, Escondido, CA 92025; or emailed to mstrong@escondido.org.** Proposals must be received by 5:00 pm PST on March 27, 2020, in order to be considered timely for the purpose of selecting a consultant to provide the requested services.

Responders to this solicitation should be concise – and keep it simple. The contents of the proposal and/or other material submitted should reflect the “shortness” of the overall procurement schedule.

Successful proposers will be asked to sign a Personal Services Contract (“Consulting Agreement”) with the City prior to being given notice to proceed. A sample Consulting Agreement is attached as part of the RFP documents. Proposers must evaluate this Consulting Agreement and agree with the terms and conditions contained therein unless written objections are included with their proposal. The City will review the objections and content of any such objection in the proposal evaluation process.

For additional information regarding this RFP, please contact Mike Strong, at (760) 839-4556 or by email at mstrong@escondido.org.

SECTION I – SUMMARY

This Request for Proposals (“RFP”) solicits proposals from qualified consultants, firms, and/or a team comprised of different companies (“Consultant”) to provide professional services to develop a specific plan to focus primarily on the construction of new housing opportunities and streamlined provisions in the East Valley Target Area.

The project shall be guided by the following objectives:

- Comply with all state legal and regulatory requirements (Government Code Sections 65450 – 65457).
- Produce a comprehensive document that addresses and implements the East Valley Parkway Target Area as described in the City’s General Plan.
- Ensure residents and stakeholders are engaged and participate to develop a unique vision, while achieving specific objectives for streamlining new housing.
- Achieve milestones with sufficient time for City oversight and review.
- Effectively coordinate with other consultants and City staff.

To respond to this RFP, an interested party should submit one (1) electronic copy (in Adobe Acrobat PDF file format) of its proposal to:

Mike Strong, Assistant Planning Director
City of Escondido
201 North Broadway
mstrong@escondido.org

Proposals shall be submitted either in a sealed envelope (with the proposal on a CD, solid-state data storage device, or thumb/flash drive) or submitted by email (provide a file transfer if the attachments are greater than 9.5 MBs) plainly identifying the RFP and consultant’s name and address. **Proposals must be received by 5:00 pm PST on Friday, March 27, 2020. Late proposals will not be considered.** Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format.

SECTION II – BACKGROUND

The City of Escondido invites proposals from qualified consulting firms that are able to engage our community leaders, residents, businesses, and other community members in a specific plan to implement a significant portion of the East Valley Parkway Target Area as described in the Land Use Element component of the City’s General Plan. Pursuant to the General Plan, this area of the City may permit additional residential densities, with a minimum of 30 units per acre. The purpose of the specific plan is to provide policy direction and guidance on how this area

(approximately 150 acres) would develop from underutilized residential and commercial land into a new neighborhood with a mix of residential, commercial, public, and open space uses.

The Specific Plan would not only provide the general vision and broad policy concepts to guide development for a new residential neighborhood, but also provide the details on the type, location, and intensity of uses, define the capacity and design of needed public improvements and infrastructure, and determine the resources necessary to finance and implement the public improvements and infrastructure needed to support the vision for a new neighborhood. Three important and distinctive features of this Specific Plan that will need to be included are: 1) policies and implementation measures to ensure multi-modal connectivity and integration of this new neighborhood with the older, more established, residential neighborhoods; 2) establishment of transitional zones to separate the new neighborhood from existing commercial uses that will likely stay and not recycle in the foreseeable future; and 3) creation of objective design guidelines to streamline permitting. It is intended that the Specific Plan set development policies, land use regulations, design standards, capital improvement program, and financing program, concisely within a single document. It is anticipated that the overall work program would take twelve (12) months to complete.

The City of Escondido 2012 Land Use Element document can be found on the City's website (<https://www.escondido.org/general-plan.aspx>), and may be used as a foundation for understanding the City's unique vision and needs of the target area, which will serve as a basis for the specific plan.

SECTION III – SCOPE OF WORK

At a minimum, the consultant is expected to complete the following tasks:

1. Existing conditions report. Build an existing conditions and opportunities map and report. The consultant will evaluate the existing physical and regulatory conditions in the project study area. Information to be included: existing land use, including the number of existing affordable and market rate dwelling units; physical conditions, including structures in poor or deteriorating condition; environmental conditions, including areas of known soil or groundwater contamination; urban form; pending and approved development projects; planned public and private improvement projects; circulation network; transit use; historic resources; market conditions and development potential.
2. Issues and opportunities. Based on analysis of existing conditions, opportunities in the plan area shall be identified, along with potential constraints.
3. Vision and objectives development strategy. Revisit the land use plan and policy framework of the existing plan to accommodate increased housing density along with other transit supportive uses and improvements. This Strategy will identify policies and actions to meet future housing need, including potential zoning changes or incentives to address any obstacles to providing affordable housing.

4. Develop a land use district plan that facilitates additional housing opportunities and streamlined permitting. The policy document should consider accommodation a density transfer program, similar to the Downtown Density Transfer Program. <https://www.escondido.org/dsp-transfer-development-rights-program.aspx>
5. Development of urban design standards, which promote walkable and livable environments within the project area. The standards should provide reasonable provisions for efficiency units.
6. Conduct public outreach and facilitate meaningful public input. The planning process for this effort must be built on broad public involvement, and on proven methods for finding common ground among diverse groups. Not only is consensus building important for specific plan development, also it is critical to long-term implementation of the specific plan.
 - The City has already identified some the engagement strategies envisioned to occur during the course of developing the East Valley Specific Plan. A draft Public Participation Plan is provided as an attachment to this RFP. For this task, responders should provide a level of effort that assumes staff implementation of those activities listed in the attachment, with the consultant providing supplemental material board content and graphics, and technical and in-person assistance with implementation at public workshop and public hearings. Many of the other responsibilities are assigned to City staff. This should provide more resources to the consultant to enhance other project components and/or deliverables. However, as part of this procurement, the consultant should identify additional outreach activities that may help broaden the reach of the project and add value or diversity to the engagement period(s).
7. Prepare a draft specific plan. The preparation of the specific plan is expected to be an iterative process involving drafting and refinement of the document based on public input and comment. Coordination of the specific plan effort with the Housing Element update effort is essential to ensure that additional sites are available and viable for residential redevelopment.
8. Attend Planning Commission and City Council public hearings in March and April 2021 (est.)
9. Finalize the specific plan, incorporating all comments and requested changes made through public hearing deliberations.

SECTION IV – BUDGET

The City anticipates a consultant budget not-to-exceed \$140,000 including reimbursables. Consultants need to provide a response that is under this budget and may to identify tasks that can be subsidized by staff time and/or resources.

Payment for services will be based on an hourly rate (time) and materials, and a not-to-exceed amount. The City will retain ten percent (10%) from the amounts invoiced until satisfactory completion of work and the final invoice has been processed. A partial payment computed by

multiplying the base fee by this percentage shall then become due and payable, provided however, that no more than ninety percent (90%) of the total fee will be paid during the performance of the services. The balance of said fee shall be payable upon completion of all duties under the Consultant Agreement.

In connection with the work covered by the Consulting Agreement the City may, at any time during the process of the work, order additional work or materials incidental thereto. For example, if additional meetings or if additional responses to comments are necessary. If any such work and materials are not listed as a pay item with a contract unit price or if compensation is not included under the terms of the Consulting Agreement, such work will be designated as Extra Work, and shall be performed by the consultant as directed. In the event the completion of specific tasks identified in the Scope of Work significantly exceeds the hours originally budgeted for under the Scope of Work, the consultant, subject to prior written approval by the City, may bill for such additional time at the rate corresponding to the task(s) in question under a proposed rate schedule.

Please note that the consultant will not be allowed to perform work in excess of the described services in the Consulting Agreement without the prior, written approval of the City. Before any Extra Work is initiated, the consultant shall identify the kind, cost, and estimated quantities of the Extra Work to be done. Any increase or reallocation in compensation must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, any necessary contract amendment is approved, and the compensation or method of determining such compensation is stated in such written authority. All requests for Extra Work shall be in a written Change Order submitted to and approved by the City prior to the commencement of such work.

SECTION V – INSTRUCTIONS TO BIDDERS

A. General

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements may be grounds for rejection of this proposal.
2. All information should be complete, specific, and as concise as possible. Respondents are liable for all errors or omissions contained in their submittals.
3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
4. The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date.

5. Proposals shall constitute firm offers. Proposals may not be modified after the due date. All proposals shall constitute firm offers valid for ninety (90) days from the due date. All proposals should be signed by an authorized representative of the bidder. Once submitted, proposals may be withdrawn, modified and resubmitted up until the due date. Any correction or re-submission of proposals will not extend the submittal due date.
6. All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion "confidential." The City will use reasonable means to ensure that such confidential information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked confidential in their entirety will not be honored, and the City will not deny public disclosure of any portion of submittals so marked. By submitting a proposal with portions marked "confidential" a respondent represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature whatsoever, arising from or relating to the City's non-disclosure of any such designated portions of a proposal.
7. The City, at its option, may interview bidders. The interviews will be for the purpose of clarifying the proposals. Submittal of new proposal material at an interview will not be permitted. Interviews may involve a presentation and/or a question-and-answer session.
8. The City's expectation of any consultant with which the City contracts holds values that align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and excellent customer service delivery.
9. The City reserves the right to reject any and all proposals or to negotiate individually with one or more consultants, and to select one or more consultants if determined to be in the best interest of the City. A proposal may be immediately rejected at any time if it arrives after the deadline, or is not in the prescribed format, or is not signed by an individual authorized to represent the firm. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.
10. The City also reserves the right to not enter into any agreement, cancel or amend the process at any time.

11. Proposals shall include a cost proposal that must list the fully-burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP, and the length of time that the rates will be valid as well as anticipated percent increase to rates over the four-year contract period. The City reserves the right to negotiate all terms and conditions of any agreements entered into.
12. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the City.

B. Schedule

This request for proposal will be governed by the following schedule:

- Proposals due: **March 27, 2020 at 5:00 pm PST**
- Interview (if held): **Week of April 6, 2020**
- Award announcement: **Week of April 13, 2020**
- Approval of Contract: **Week of April 20, 2020**

*All dates are subject to change at the discretion of the City.

C. Contents of Proposal

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format can result in the elimination of the proposal from evaluation and consideration.

Note: The contents of the proposal and/or other material submitted should reflect the “shortness” of the overall procurement schedule.

1. Cover Letter (Section I) – Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the firm.
3. Summary (Section II) – State overall approach and scope of work proposed. Try to keep your response to one (1) or two (2) pages.
4. Program Schedule (Section III) – Provide example timeframes for completing the assignment. The schedule should be realistic, while achieving project adoption by April 2021.
5. Firm Organization (Section IV) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations, if any. Describe the technical capabilities of the firm and, in particular, the firm’s exposure with

working with environmental regulations, if any. Provide references of other, similar projects including contact name, title, and telephone number for all references listed.

6. Project Organization (Section V) – Describe the proposed project management structure and project management team. List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have.
7. Cost Proposal (Section VI) – The rate schedule must list the fully-burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP. A not-to-exceed amount must be provided.
8. Conflict of Interest (Section VII) – Address possible conflicts of interest with other clients affected by consultants’ actions performed by the firm on behalf of the City.

To eliminate and reduce paperwork and costs, it is preferable that all submittals be transmitted electronically in a manner described herein.

SECTION VI – PROPOSAL EVALUATION

A panel of City staff will evaluate all proposals. Proposals will be evaluated on the following criteria:

Criteria	Description	Weight
Expertise	Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm’s ability to perform and complete the work in a professional and timely manner.	30%
Skill	Past experience of the firm and, in particular, experience of the team working on projects of similar scope for other governmental agencies.	20%
Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	20%
Public Participation	Engagement activities and assignment	20%

Cost	Cost or cost effectiveness	10%
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If two or more proposals receive the same number of points, the City will consider the fully-burdened hourly rates.

SECTION VII – SAMPLE CONTRACT

A sample contract to carry out the work described in this RFP is provided as Attachment A.

SECTION VIII – DRAFT PUBLIC PARTICIPATION PLAN

The anticipated outreach engagement activities are listed in the Draft Public Participation Plan, provided as Attachment B.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this [redacted] day of [redacted], 20[redacted].

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: [redacted]
760-xxxx
("CITY")

And: [Name]
[Street address]
[City, state, zipcode]
[Attn: (name of contact)]
[Insert telephone number]
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of \$ [redacted]. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT 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 CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.
- 3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT 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 8(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
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

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 CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 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 CONSULTANT'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, CONSULTANT 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.
9. Indemnification. CONSULTANT (which in this paragraph 9 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 CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT 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 CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. 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.
12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

13. 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.
14. 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 by CITY because any other provision has been waived, in whole or in part.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT 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. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform 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 CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an 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. CONSULTANT 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: _____

Signature

Department or Division Head Name & Title

Date: _____

[CONSULTANT COMPANY NAME]

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.

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: _____

Jeffrey R. Epp
City Manager

Date: _____

[CONSULTANT COMPANY NAME]

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.

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

Date: _____

[CONSULTANT COMPANY NAME]

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.

A. Purpose of a Public Participation Plan:

The City of Escondido (“City”) is undertaking this public involvement process to help engage residents, businesses, and other community members in the development of three different housing studies and plans. To achieve success for the three studies and plans, the City needs to have a well thought-out planning process. Since the studies are related to each other, consolidating the work program in terms of project management will help ensure that activities and tasks are grouped to be more efficient. This in turn will also lead to more effective public outreach and community engagement activities.

The Public Participation Plan (“PPP”) for the housing studies and plans establishes goals for the outreach effort, as well as specific scheduling, engagement, and coordination elements. The purpose of the PPP is to weave various outreach activities together into a coordinated process. This PPP will also serve as a source document to show how and when information will be presented to the public, including different community groups, and the City Council in their consideration of policy making priorities and/or implementation decisions.

B. Studies/Plans Overview:

The City was awarded grant funding to develop three different housing studies and plans: a Housing Element update (“HEU”), a Sector Feasibility Study, and an East Valley Specific Plan (“EVSP”).

HEU: The Housing Element of the General Plan identifies housing needs and establishes clear goals and objectives to inform future housing decisions, including how best to accommodate population growth. This HEU will allow the City to assess current conditions, plan for the future, and advance a progressive set of programs and initiatives to develop, conserve, and maintain housing opportunities, health in housing, and fair housing choices for current and future residents. The HEU reflects the vital role housing plays in ensuring the shared prosperity of our region.

Sector Feasibility Study: The one tool that more and more communities around the country are using to better understand housing market performance is to conduct a residential sector housing market study. The Sector Feasibility Study explores all the direct and indirect costs to new construction to better understand market conditions and patterns of housing and community development policy and investment strategy. This may help offer a general framework for defining realistic goals that respond to the challenges faced by different markets and would provide guidance on the differing scales of interventions, role of public subsidy, and timeframes required for affordable housing projects (i.e. calling attention to programs that can be used to influence housing market outcomes in one or more ways).

EVSP: A specific plan is a comprehensive planning and zoning document for a defined geographic area of the city. The planning area of the East Valley Target Area, as it currently exists, is a function

of past decisions and policies. A lot has changed since the area developed, including the adoption of the 2012 General Plan. Creating a specific plan for this area of the city would help establish a link between implementing policies of the General Plan and the future, individual development proposals within the defined area. It is envisioned that the target area will accommodate additional housing opportunities, so the EVSP should be closely coordinated with the HEU and Sector Feasibility Study.

C. Defining the “Housing and Community Investment Study:”

These three housing studies and plans will be linked together, through a common work program theme, called the “Housing and Community Investment Study.” The Housing and Community Investment Study, as a theme, is the “face” or “brand” of the studies/plans and is something that people will recognize. It is simple enough to be memorable and also helps distinguish it from other City activities and projects. The study directly explores the link between safe, decent, and attainable housing and community investment opportunities.

Public participation is a critical component of the Housing and Community Investment Study planning process, because ultimately, its success will depend on community support. Therefore, this PPP seeks to develop a way to provide clear and ongoing information, encourage meaningful dialog, gather feedback and build consensus among local stakeholders. This will be achieved through a variety of methods, which are outlined in the plan, all with the goal of being as inclusive as possible.

D. Outreach Goals:

Public participation will help ensure that the Housing and Community Investment Study is developed to identify community-supported solutions. Since housing is a basic need of all people, regardless of income level, household type, etc., there is a need to engage a broad spectrum of stakeholders. Therefore, public participation will need to be achieved in a variety of ways. The outreach and coordination goals for the Housing and Community Investment Study are as follows:

1. Develop well-targeted messages to raise awareness about the Housing and Community Investment Study.
2. Succinctly communicate the purpose, benefits, and reason for the Housing and Community Investment Study, and the relationship that the three housing studies/plans (HEU, Sector Feasibility Study, and EVSP) have with each other.
3. Create opportunities for broad community input and engage a diverse group of people that represents a cross-section of perspectives, with particular emphasis on typically under-served or underrepresented populations of the city, including Spanish speakers, youth/students, seniors, and disadvantaged community members. The plan isn’t just about making what we have better, it is also about attracting new residents, businesses, and visitors to the city. For this purpose,

stakeholders and organizations should be unified in their visions to keep Plan implementation consistently positive and to help build public private partnerships.

4. Engage local groups to ensure that a wide audience is reached (including but not limited to resident groups, HOAs, business membership groups, non-profits, schools, churches, etc.).
5. Offer a variety of platforms, mediums, and times of day to participate.

E. Information Sharing and Engagement Strategies:

The purpose of the PPP is to weave various outreach activities together into a coordinated process. To provide information about the Housing and Community Investment Study, gather meaningful feedback and build consensus among local stakeholders, initial outreach will focus on re-establishing stakeholder networks and ask these stakeholders to re-engage in the planning process. This network building will involve multiple forms of outreach, which are outlined below.

SECTION 1: Information Sharing

Communications for the Housing and Community Investment Study will be simple and will outline how and when public input will be used to inform various components of the project. Outreach materials will limit the use of planning jargon and technical terms. Outreach materials will be graphic-rich and limit the use of text, where appropriate. Outreach materials will be produced in English and Spanish, and Spanish language facilitators will be available at outreach events. The following sections describe specific elements communications and information sharing.

1a. Press and Media Notifications

Objective and Overview. The purpose of the press and media notifications is to reach out to local media outlets in order to get media coverage and boost project exposure to reach wide audiences, which will lead to increased public participation. Press releases will be circulated to announce public workshops and hearings, and the City will work with local media outlets and encourage them to follow the planning process and include features in local publications.

Timing: Notifications and communications will be created at key points in the study process.

1b. Fact Sheet

Objective and Overview: In the beginning it will be important to document the overall purpose and goals of the Housing and Community Investment Study work program. The message needs to identify a “call of action” to engage broad audiences that may be unfamiliar with conventional planning projects. The purpose of developing the fact sheets is to provide a concise but thorough overview of the project, and what it means. At a minimum, the fact sheet will contain information on the Housing and Community Investment Study timeline, stakeholder involvement and public

comment opportunities, and contact details. The fact sheet will also include the Community Workshop schedule and location information, making them useful for pre-workshop publicity. The fact sheet will include an electronic format suitable for website posting, e-mail distribution, and printing. Spanish versions of the fact sheets will be prepared once the English version has been finalized.

Timing: The fact sheets will be produced in summer 2020, in advance of the first round of outreach.

1c. City Website

Objective and Overview: The purpose of the Housing and Community Investment Study webpage, hosted at the link below, is to establish a one-stop source for all project information and for collecting public input. The website will be used to post fact sheets, working documents, maps and illustrations, past agenda reports and council actions, and for the public to sign-up to receive newsletters.

Link: <https://www.escondido.org/HGIS.aspx>

Timing: The webpage has already launched, with updates as needed throughout the planning process.

1d. Newsletters

Objective and Overview: The e-newsletter will be brief informational packets/emails with links to the project website and other relevant information. The purpose of the e-newsletter is to provide up-to-date information about the project, announce milestones, and let the public know of public meetings, workshops, and other opportunities to provide input. Spanish versions of the fact sheets will be prepared once the English version has been finalized.

Timing: The e-newsletter will be distributed to at key milestones, such as the availability of a document and/or to announce upcoming public input opportunities. It is anticipated that there will be 5 to 7 newsletters, depending on the status and progression of the project.

1e. Social Media

Objective and Overview: Regular updates about the projects, key milestones, and opportunities for public comment will be shared on the City's social media channels. The purpose of social media posts will be to use already-established online platforms in order to reach the widest audience and garner additional public participation. Posts will encourage community members to share the posts directly in order to encourage broad distribution of information.

Timing: Social media posts will be made at key milestones, such as the availability of a document and/or to announce upcoming public input opportunities. The update timing and purpose will be comparable to the e-newsletter timing and purpose described above.

1f. City Events Calendar

Objective and Overview: Staff will provide calendar listing of activities to make sure those that utilize this resource have an opportunity to be involved.

Timing: Community workshops and other engagement activities will be advertised in advance of the event to promote opportunities to engage.

1g. Channels 19 and 99.

Objective and Overview: Staff will provide tv announcements, advertising, or splash flyer slides on local television programming to make sure those that utilize this resource have an opportunity to be involved.

Timing: Community workshops and other engagement activities will be advertised in advance of the event to promote opportunities to engage.

1h. Commission Presentations and Community Advisory Group Meetings

Objective and Overview: To facilitate public participation at key milestones and to ensure the public has the opportunity to share their input, staff will provide standing item presentations on the Housing and Community Investment Study to each of the City's Commissions and Committees. This will ensure that all City Commissions and Committees have an opportunity to be involved. Opportunities will also be provided for the public attending these meetings to share their comments and ask questions.

To expand Study exposure and increase participation opportunities, City staff will also provide informational presentation to any stakeholder group on request (resident, business, or other community group). This will also include soliciting interest from the Community Advisory Groups. Presentations will be similar in scope to the Commission and Committee presentations, but will allow for group Q&A or active feedback and participation.

Timing: Regular status update presentations to City Commissions and Committees will be provided once every several months for the duration of the work program. More detailed presentations will be made at key milestones, with the Planning Commission, such as the availability of a document and/or to announce upcoming public input opportunities.

1i. City Council presentations

Objective and Overview: To facilitate public participation at key milestones and to ensure the public has the opportunity to share their input, staff will provide two status check-ins with the City Council on the Housing and Community Investment Study. This will ensure that the City Council can steer the process and provide direction as necessary prior to public hearings to review and consider the final HEU, Sector Feasibility Study, and EVSP.

Timing: Detailed presentations will be made at key milestones, such as the availability of a document and/or to announce upcoming public input opportunities.

SECTION 2: Engagement Strategies

Communications for the Housing and Community Investment Study will be simple and will outline how and when public input will be used to inform various components of the project. The following engagement strategies will be utilized to collect community input. Outreach materials will be produced in English and Spanish, and Spanish language facilitators will be available at outreach events.

2a. Community Workshops

Objective and Overview: Provide a welcoming environment, open to the general public, where attendees can learn about the Housing and Community Investment Study and provide feedback at key points in the technical process. Workshop formats will be designed to both educate participants about the HEU, Sector Feasibility Study, and EVSP; and its benefits and to collect input that can help guide the three studies/plans. Workshop formats are anticipated to be small group discussions, topical breakout sessions, and/or exhibits where people can post notes, comment cards, etc. Two rounds of workshops/open houses will occur as part of the overall work program; however, more may occur as needed to ensure community-supported solutions are achieved. It is anticipated that most of the workshop events will be conducted in different areas of the city to ensure that meetings are conveniently located; and there are several dates and times to provide input and speak one-on-one with the project team. Efforts will be made to offer translation services and to offer a variety of times of day to participate.

Timing: Anticipated timing is expected to occur during the summer or fall 2020.

2b. Supplemental Pop-Up Outreach

Objective and Overview: In order to capture opinions of those that may not typically attend community meetings, Pop-Up Outreach will supplement in-person workshops. Pop-Up Outreach would piggy-back on existing community events, such as school events, community gatherings, and/or festivals. This Pop-Up Outreach may occur the same day as the in-person workshops or may occur within roughly the same 3-week period as the in-person workshops. Questions/Study

content presented would be comparable to the in-person workshops. Efforts will be made to offer translation services and to offer a variety of times of day to participate.

Timing: Anticipated timing of the Pop-Up Outreach is expected to occur during the summer, fall, and winter 2020, as needed to ensure community-supported solutions are achieved.

2c. Online Surveys and Community Questionnaires

Objective and Overview: The purpose of providing supplemental online surveys or community questionnaires is to provide additional ways for residents, businesses, and other community members to provide input. This forum (online community input) is intended to appeal to a broader audience that may not typically attend community workshops or meetings; or households that choose to participate out of the convenience of their own home. In addition to the traditional workshop setting, residents, businesses, and other community members will also be encouraged to use the online tool during outreach efforts, or encourage their friends to do so.

Timing: The surveys will be conducted during the first round of workshops to supplement data collection.

2d. Stakeholder Interviews

Objective and Overview: To supplement input received through the workshops and surveys, it will be helpful to have conversations with stakeholders to get a better understanding of opportunities and to identify barriers and roadblocks that may need to be removed. Information can be gathered through a series of focus groups and interview with more than 50 local experts in housing, community development, real estate, lending, and property management who work across a wide range of sub-markets, populations, and geographies served. An internal City Steering Committee, with staff from Planning, Housing, Economic Development, Real Estate, Assessment, Law, Code Enforcement, etc. also helped to guide and inform the study.

Timing: The interviews will be conducted after the first round of workshops.