



**OCTOBER 18, 2017**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>John Masson</b>
COUNCIL MEMBERS	<b>Olga Diaz</b> <b>Ed Gallo</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Jeffrey Epp</b>
CITY CLERK	<b>Diane Halverson</b>
CITY ATTORNEY	<b>Michael McGuinness</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Bill Martin</b>
DIRECTOR OF ENGINEERING SERVICES	<b>Julie Procopio</b>

**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

**October 18, 2017  
3:30 P.M. Meeting**

## **Escondido City Council**

### **CALL TO ORDER**

**ROLL CALL:** Diaz, Gallo, Masson, Morasco, Abed

### **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/SUCCESSOR AGENCY/RRB)**

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Escondido Firefighters' Association
  - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Escondido Police Officers' Association
  - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Non-Sworn Police Bargaining Unit
  - d. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
  - e. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp  
**Employee Organization:** Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
- a. **Case Name:** Quintero v. City of Escondido  
**Case No:** 15-CV-2638-BTM(BLM)

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

- a. **Property:** 1600 West Ninth Avenue, APN 232-542-13  
(Windsor Gardens Apartments)
- City Negotiator:** Jay Petrek, Assistant City Manager
- Negotiating Parties:** Prospective Purchasers
- Under Negotiation:** Price and Terms of Agreement

**ADJOURNMENT**





# Council Meeting Agenda

**October 18, 2017  
4:30 P.M. Meeting**

**Escondido City Council**

## **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, Gallo, Masson, Morasco, Abed

## **ORAL COMMUNICATIONS**

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## CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: None Scheduled**

## CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/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

4. **[CITIZEN PARTICIPATION PLAN \(CCP\) FOR HOME INVESTMENT PARTNERSHIPS FUNDS \(HOME\), COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS \(CDBG\), EMERGENCY SOLUTIONS GRANT FUNDS \(ESG\), AND THE ASSESSMENT OF FAIR HOUSING \(AFH\) -](#)**  
Request the City Council solicit and consider citizen input on the Citizen Participation Plan; review and approve the Citizen Participation Plan for HOME, CDBG, ESG, and AFH.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2017-128

## CURRENT BUSINESS

5. **[FINANCIAL STATUS REPORT FOR FISCAL YEAR 2016/17 AND BUDGET ADJUSTMENT FOR FISCAL YEAR 2016/17 -](#)**  
Request the City Council receive and file the annual financial status report for Fiscal Year 2016/17; approve the budget adjustment that recommends using the year-end General Fund surplus of \$1,900,000 to fund specific department funding requests totaling \$445,000, and to transfer the remaining balance of \$1,455,000 to the Pension Rate Smoothing Reserve; and adopt Resolution No. 2017-138 to formally commit these funds to the Pension Rate Smoothing Reserve as required by the City's Fund Balance Policy.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2017-138

**6. PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATION OF THE ESCONDIDO PUBLIC LIBRARY -**

Request the City Council approve authorizing the Mayor and City Clerk to execute the Professional Services Agreement for the operation of the Escondido Public Library with Library Systems & Services, LLC.

Staff Recommendation: **Approval (City Manager's Office: Jeffrey Epp and City Attorney's Office: Michael McGuinness)**

RESOLUTION NO. 2017-139

**FUTURE AGENDA**

**7. 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: Diane Halverson)**

**COUNCIL MEMBERS' SUBCOMMITTEE 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.

- **WEEKLY ACTIVITY REPORT -**

**ORAL COMMUNICATIONS**

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**ADJOURNMENT**

<b>UPCOMING MEETING SCHEDULE</b>				
<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
October 25	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
November 1	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
November 8	-	-	No Meeting	-
November 15	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers

## 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
- In the Library (239 S. Kalmia) during regular business hours and
- 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 3:30 in Closed Session and 4:30 in Open Session.  
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, 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.*



Agenda Item No.: 1  
Date: October 18, 2017

**A F F I D A V I T S**

**O F**

**I T E M**

**P O S T I N G**



Agenda Item No.: 2  
Date: October 18, 2017

**APPROVAL**

**OF**

**WARRANT REGISTER**



Agenda Item No.: 3  
Date: October 18, 2017

**APPROVAL**  
**OF**  
**MINUTES**



## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 4**

**October 18, 2017**

**File No. 0870-11, 0871-10, 0873-01**

**SUBJECT:** Citizen Participation Plan (CPP) for Home Investment Partnerships Funds (HOME), Community Development Block Grant Funds (CDBG), Emergency Solutions Grant funds (ESG), and the Assessment of Fair Housing (AFH)

**DEPARTMENT:** Community Development Department  
Housing and Neighborhood Services Division

**RECOMMENDATION:**

It is requested that the City Council solicit and consider citizen input on the Citizen Participation Plan. It is also requested that the City Council review and adopt Resolution No. 2017-128 approving the Citizen Participation Plan for HOME, CDBG, ESG, and AFH.

**FISCAL ANALYSIS:**

The City of Escondido receives annual federal entitlements from the U.S. Department of Housing and Urban Development (HUD) for housing, community development, and homeless activities.

The Citizen Participation Plan will provide guidance for resident participation of these funds. Administrative fund will be used for required outreach. The Citizen Participation Plan will not impact the general fund.

**CORRELATION TO THE CITY COUNCIL ACTION PLAN:**

This item relates to the City Council's Action Plan regarding Community Improvement.

**PREVIOUS ACTION:**

On March 10, 2010, the City Council held a public hearing and approved the FY 2010-2015 Five-Year Consolidated Plan, FY 2010-2011 Action Plan, and Citizen Participation Plan for HOME funds for affordable housing activities and CDBG funds for community development programs and projects.

On April 22, 2015, the City Council held a public hearing and approved the FY 2015-2019 Five-Year Consolidated Plan and amended the Consolidated Plan on July 20, 2017, to include the ESG funds. The Plan established priorities for the use of federal funds (including HOME, CDBG, and ESG) over the five-year period, ending June 30, 2020, to benefit low-income residents and neighborhoods in the City of Escondido.



On March 8, 2017, the City Council held a public hearing and reaffirmed the community development priorities adopted in the FY 2015-2019 Amended Five-Year Consolidated Plan and approved an allocation process for FY 2017-2018 CDBG funds.

On June 7, 2017, the City Council held a public hearing and approved the FY 2017-2018 Action Plan for HOME funds for affordable housing activities, CDBG funds for community development programs and projects, and ESG funds for homeless priorities. The approved Action Plan included the maximum allowable allocations for administration for the HOME program (10 percent), CDBG program (20 percent), and ESG program (7.5 percent).

BACKGROUND:

The City receives an annual entitlement of HOME funds, CDBG funds, and ESG funds from the HUD for housing, community development, and homeless activities. The entitlement supports the City's 2015-2019 Consolidated Plan which identifies overall housing, community development, and homeless goals for a five-year period. The City must submit an Annual Action Plan to outline spending and activities for the corresponding program years, and have a CPP to set forth the City's policy and procedures for encouraging Citizen Participation.

The primary goal of the CPP is to solicit views and recommendations from the members of the community, organizations and other interested parties and to incorporate the views and recommendations in the decision making process. The CPP encourages participation of residents, especially low-and-moderate income persons, in the development and preparation of required plans.

As a recipient of CDBG funds, the City is required to take steps to affirmatively further fair housing within its jurisdiction as part of the obligation it assumes when it accepts these funds. Part of the requirement is to complete and submit an Assessment of Fair Housing (AFH) to the HUD every five years. Under the new rule, jurisdictions are required to amend their CPP to include consultation and community participation in the analysis, development, and assessment of fair housing. Staff is recommending amending the City's current CPP to comply with the new HUD provisions.

On July 20, 2017, a draft CPP (Attachment A) was distributed to the Neighborhood Group Leaders at the quarterly Neighborhood Leadership Forum. On September 6, 2017, a draft CPP was noticed in the North County edition of the San Diego Union Tribune on the City's website, and was available at the Escondido Public Library, at City Hall, and at Housing and Neighborhood Services. As of the publishing of this report, no comments have been received.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martin*, Director of Community Development  
10/10/2017 4:44p.m.

*Karen Youel*, Hous. & Neigh. Svs. Manager  
10/11/2017 8:22 a.m.

ATTACHMENTS:

1. Attachment A – Citizen Participation Plan
2. Resolution No. 2017-128
3. Resolution No. 2017-128 - Exhibit A

## Attachment A

# 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 (AFH) 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, AFH, 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 AFH.
- 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 AFH.
- 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 AFH, 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, and community boards and other interested organizations of the development of the Consolidated, Annual Plans, and AFH through mailings, including electronic mail, online postings, and notices in the newspaper.
- 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 AFH.
- The City will make available any HUD-provided data and other supplemental information the grantee plans to incorporate into its AFH 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 AFH 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 AFH and include a list of the locations where they may be examined. The Plan(s) and/or AFH 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 AFH prior to publishing the AFH 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 AFH 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 AFH. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or AFH.
- 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 AFH 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 AFH. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or AFH.

- 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, AFH, 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 AFH, 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, AFH, 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, AFH, 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.

RESOLUTION NO. 2017-128

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING THE AMENDED CITIZEN  
PARTICIPATION PLAN FOR PROGRAMS  
FUNDED BY THE U.S. DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Escondido is a recipient of various grant assistance programs offered by the U.S. Department of Housing and Urban Development (“HUD”), including the Community Development Block Grant funds, the Home Investment Partnerships funds, and Emergency Solutions Grant funds; and

WHEREAS, pursuant to Part 91 of Title 24 of the Code of Regulations, HUD requires the City to adopt a Citizen Participation Plan that sets forth the City’s policies and procedures in the encouragement of citizen participation with respect to HUD funds; and

WHEREAS, it is the City’s desire to amend the Citizen Participation Plan to incorporate new required language that encourages citizen participation in the Assessment of Fair Housing; and

WHEREAS, the City in accordance with its Citizen Participation Plan, held a noticed public hearing on October 18, 2017, to consider a draft of the amended Citizen Participation Plan; and

WHEREAS, the City has made available the draft Citizen Participation Plan for public review for a period of 30 days; and

WHEREAS, the City Council having considered all public comments, now wishes to approve the Citizen Participation Plan attached as Exhibit "A" to this Resolution and incorporated by this reference.

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

1. That the above recitations are true.
2. That the City Council has heard and considered all public comments and testimony presented.



# City of Escondido

## CITIZEN PARTICIPATION PLAN

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- 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 AFH.
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- The City will make available any HUD-provided data and other supplemental information the grantee plans to incorporate into its AFH 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 AFH 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 AFH and include a list of the locations where they may be examined. The Plan(s) and/or AFH 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 AFH prior to publishing the AFH 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 AFH 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 AFH. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or AFH.
- 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 AFH 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 AFH. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or AFH.
- 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, AFH, 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 AFH, 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, AFH, 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, AFH, 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.

## CITY COUNCIL STAFF REPORT

**Current Business No. 5**

**October 18, 2017**

**File No. 0430-30**

**SUBJECT:** Financial Status Report for Fiscal Year 2016/17 and Budget Adjustment for Fiscal Year 2016/17

**DEPARTMENT:** Finance Department

**RECOMMENDATION:**

It is requested that the City Council receive and file the annual financial status report for fiscal year 2016/17 (Attachment 1) and approve the attached budget adjustment that recommends using the year-end General Fund surplus of \$1,900,000 to fund specific department funding requests totaling \$445,000, and to transfer the remaining balance of \$1,455,000 to the Pension Rate Smoothing Reserve. In addition, staff requests that the City Council adopt Resolution No. 2017-138 to formally commit these funds to the Pension Rate Smoothing Reserve as required by the City's Fund Balance Policy.

**FISCAL ANALYSIS:**

This report provides the City Council with the financial status of selected funds of the City for fiscal year 2016/17. The report provides an analysis of unaudited revenue and expenditure for fiscal year 2016/17 in comparison to fiscal year 2015/16 for the General Fund, the Community Services Fund, the Reidy Creek Municipal Golf Course Fund and the Water and Wastewater Funds. The financial highlights for each of these funds are summarized below.

The City Council adopted a balanced annual operating budget for the General Fund in fiscal year 2016/17 without the use of reserves. Efficient operations and fiscal prudence resulted in the General Fund ending the year with operating expenditures under budget by \$3.3 million. After offsetting the negative results of revenue coming in under budget by about \$1 million the General Fund ended with surplus funds of \$1.9 million. Staff recommends this be used as follows:

- Transfer \$145,000 to cover the Reidy Creek Golf Course operating loss in fiscal year 2016/17 and replace an irrigation filtration system at the golf course.
- Transfer \$300,000 to the Building Maintenance Fund to cover necessary but unanticipated maintenance costs in fiscal year 2016/17.
- Transfer remaining funds of \$1,455,000 to a Pension Rate Smoothing Reserve to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. This Reserve will hold the funds until a Section 115 Pension Trust has been established.

The Community Services/Recreation Fiscal Year 2016/17 operating budget anticipated using reserves of \$36,285. Because revenues were lower than anticipated, they ended the year using reserves of \$45,495, leaving an ending fund balance of \$140,981. Community Services staff is

continuing to evaluate the City's Recreation programs and activities for possible fee increases, marketing strategies, and cost-saving measures in order to balance current and future budgets.

The Reidy Creek Golf Course ended the year with an operating loss of about \$142,000. The winter storms left extensive flooding on the back nine of the course which greatly contributed to this loss. In addition, the number of golfers nationwide is decreasing so JC Resorts, along with City staff, continue to look for ways to attract more golfers and keep costs down. A transfer of \$145,000 is being requested to cover the operating loss and replace an irrigation filtration system at the golf course.

The Water Fund ended fiscal year 2016/17 with net operating income of \$6.7 million. This amount was higher than the prior year by about \$2.5 million due to an increase in water consumption from the removal of drought restrictions and a 5.5 percent rate increase in March 2016. This increased revenue was offset by operating expenditure increases from both salaries and purchased water.

The Wastewater Fund ended fiscal year 2016/17 with net operating income of \$11.4 million. This amount was higher than the prior year by about \$748,000. This was due to increased operating revenue from sewer service charges and the San Diego treatment charge which both increased due to rate increases. Operating expenditures remained fairly flat with only a slight decrease of 1 percent.

PREVIOUS ACTION:

On March 1, 2017, and May 10, 2017, the City Council received and approved quarterly financial reports for the second and third quarters of fiscal year 2016/17.

BACKGROUND:

This year-end financial status report presents a financial update to the City Council concerning certain funds of the City and their year-end financial outcome. It continues to reflect outstanding efforts to maintain services while exercising fiscal prudence. This report includes budgetary information for selected funds, along with actual revenues and expenditures for the year. In addition, it provides Council a summary of each of these funds' financial plan and whether the plan was achieved during the Year. The City Council will be receiving the Escondido Comprehensive Annual Financial Report (CAFR) in December, which is prepared in accordance with generally accepted accounting principles.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager, Admin. Svs.  
10/11/2017 9:42 a.m.

*Joan Ryan*, Assistant Director of Finance  
10/11/2017 9:39 a.m.

ATTACHMENTS:

1. Attachment 1 - Fourth Quarter Financial Report for June 30, 2017
2. Budget Adjustment Request
3. Resolution No. 2017-138



# CITY OF ESCONDIDO

## ATTACHMENT 1: FOURTH QUARTER FINANCIAL REPORT

June 30, 2017

### OVERVIEW

This report summarizes the City's overall financial position for the period of July 1, 2016 through June 30, 2017. While the focus of this report is the General Fund, the financial status of the Community Services Fund, the Water and Wastewater Funds, and the Reidy Creek Municipal Golf Course are included. This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

The revenue projections and budget include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2017.

### GENERAL FUND

The General Fund ended fiscal year 2016/17 with net sources over uses of about \$1.9 million. These results were achieved because actual operating expenditures were under budget by about \$3.3 million, offsetting the negative results of actual revenue coming in under budget by about \$1 million.

**General Fund  
Comparison of Final Budget to Actuals  
As of June 30, 2017**

	FINAL BUDGET	ACTUAL
Total Revenue	\$92,492,012	\$91,445,806
Total Expenditures	\$94,146,723	\$90,807,315
Other Sources (Uses) Note 1	\$1,122,826	\$1,277,826
Total Sources over (Uses) Note 2	(\$531,885)	\$1,916,317
Reserve Balance		\$17,392,319

Note 1: Other Sources (Uses) include transfers in and advances from other funds less transfers out and advance repayments.

Note 2: Council approved the use of General Fund Reserves during the year-end report to Council on October 26, 2016.

**General Fund Revenue:** General Fund total revenue was up 3.3% compared to the prior year or about \$2.9 million if you exclude one-time revenue. Actual revenue came in under budget by about \$1 million, which was mainly due to sales tax projections. The City received one-time revenue from fire mutual aid of about \$616,000 and \$376,000 from the sale of city property. Details of the General Fund revenue sources are outlined below.

General Fund Revenue	Amended Budget	FY 2016/17 Actual	FY 2015/16 Actual
Sales Tax	\$ 37,218,000	\$ 36,088,340	\$ 35,580,717
Property Tax	24,307,000	24,346,068	23,249,072
Other Taxes	12,176,000	12,360,789	11,499,609
Intergovernmental	2,938,573	2,594,822	2,907,434
Permits & Fees	1,097,000	1,222,686	934,455
Fines & Forfeitures	1,402,000	1,191,723	1,347,167
Charges for Services	8,957,994	8,860,510	8,342,948
Investment & Property	3,779,710	3,788,945	3,711,349
One-Time Revenue	615,735	991,923	3,191,393
<b>Total with One-Time Revenue</b>	<b>92,492,012</b>	<b>91,445,806</b>	<b>90,764,144</b>
<b>Total excluding One Time Revenue</b>	<b>\$ 91,876,277</b>	<b>\$ 90,453,883</b>	<b>\$ 87,572,751</b>

**Sales Tax:** Sales Tax revenues were about \$508,000 higher than the previous year, but were under budget by about \$1 million. This is because sales tax was projected to grow annually by 4% and actual growth was 1.4%. Sales tax results per quarter in fiscal year 2016/17 saw growth of 1.7%, 4.7%, 2.2%, and .1%, respectively. The City economic segments that contributed to this increase were new auto sales and restaurants.

**Property Tax:** Property Tax revenues are up about 5% or about \$1.1 million compared to the prior year. This is because assessed value growth for Escondido in fiscal year 2016/17 was up 5.3% compared to the prior year.

**Other Taxes:** Other Taxes are up about \$861,000 compared to the prior year. This increase is mainly from an increase in franchise fees, transient occupancy tax, property transfer tax, and business license fees.

**Intergovernmental:** Intergovernmental revenue includes the Rincon fire services agreement, state mandated costs claims and various grants and was down about \$313,000 compared to the prior year. This was due to a timing

difference in the receipt of funds from Ground Emergency Medical Transport and Rincon fire service fees.

**Fines and Forfeitures:** Fines and forfeitures are down about \$155,000 compared to the prior year, with the majority of this decrease coming from decreased collection of vehicle code fines and parking citations.

**Charges for Services:** Charges for services have increased over the prior year by about \$518,000. This increase is mainly from paramedic transport fees, which is the result of a 5% increase in the number of transports and a fee increase that went into effect on July 1, 2016.

**General Fund Expenditures:** General Fund total expenditures are up 1% compared to the prior fiscal year or about \$908,000 but were under budget by about \$3.3 million. Lower than anticipated expenditures occurred for employee services due primarily to employee attrition.

General Fund Expenditures	Amended Budget	FY 2016/17 Actual	FY 2015/16 Actual
General Government	\$ 6,322,085	\$ 5,700,454	\$ 5,828,914
Community Services	4,674,833	4,370,206	4,357,854
Community Development	4,200,535	3,880,385	3,534,885
Public Works	12,296,685	11,302,657	11,100,365
Public Safety	63,396,400	62,982,291	62,535,313
Other Expenditures	3,256,185	2,571,322	2,542,201
<b>Total</b>	<b>\$ 94,146,723</b>	<b>\$ 90,807,315</b>	<b>\$ 89,899,532</b>

**COMMUNITY SERVICES FUND**

The Community Services Fund overall revenues are down about 5% compared to prior year's revenues. There was a 53% decrease in lease revenue. This is the result of anticipated terminations of cell tower leases, which resulted in approximately \$298,000 less revenue than the prior year in rent. The After School Education & Safety grant revenue received was also under budget by \$78,280, due to costs that were no longer eligible expenses for reimbursement under the grant. Overall expenditures were 1% less than the prior year and 3% under budget. The Community Services budget for FY 2016/17 was balanced by using \$36,285 of fund balance. Since revenues were lower than anticipated the Community Services fund used \$45,495 of fund balance, which is \$9,120 more than budgeted.

Community Services Fund	Annual Budget	FY 16/17 Actual	FY 15/16 Actual
Revenues	3,294,385	3,164,634	3,311,509
Expenditures	3,553,770	3,433,229	3,454,514
Other Sources (Uses)	223,100	223,100	223,100
<b>Total Sources Over Uses</b>	<b>(36,285)</b>	<b>(45,495)</b>	<b>80,095</b>

**REIDY CREEK GOLF COURSE FUND**

The Reidy Creek Golf Course Fund ended the year with an operating loss of \$141,726. With the number of golfers nationwide decreasing annually JC Resorts is continually working on marketing techniques and ideas to improve revenues on an ongoing basis. Unfortunately, a majority of the courses loss of revenue was due to flooding that occurred on the back nine of the course during the significant rains we had this winter. A transfer of \$145,000 is being requested to cover the year's losses and replace an irrigation filtration system at the golf course.

Reidy Creek Golf Course	Annual Budget	FY 16/17 Actual	FY 15/16 Actual
Revenues	664,395	521,803	545,664
Expenditures	664,395	663,529	667,261
<b>Total Operating Loss</b>		<b>(141,726)</b>	<b>(121,597)</b>
Other Sources (Uses)		131,000	167,000
Equipment Purchase		(8,812)	(35,085)
<b>Total Sources Over (Under) Uses</b>		<b>(19,538)</b>	<b>10,318</b>

**ENTERPRISE FUNDS**

**Water Fund:** The Water Fund operating revenue increased by \$3.8 million or 7.8% from the prior year. The increase is due to an increase in water consumption due to removal of the drought restrictions and a 5.5% rate increase in March 2016. Operating expenses increased by \$1.4 million or 3.2% compared to the prior year. The increase primarily is due to negotiated staff increases and City water. Operating income for the year was \$6.7 million.

Water Fund	Annual Budget	FY 2016/17 Actual	FY 2015/16 Actual
Operating Revenues	55,175,000	52,936,039	49,105,084
Operating Expenses	(50,676,535)	(46,285,786)	(44,865,148)
Operating Income	4,498,465	6,650,253	4,239,936
Nonoperating Rev (Exp)	(1,761,400)	374,239	707,800
Transfer to Capital Projects and Debt Srvc	(4,523,835)	(4,571,035)	(9,926,843)
<b>Total Sources over Uses</b>	<b>(1,786,770)</b>	<b>2,453,457</b>	<b>(4,979,107)</b>

**Wastewater Fund:** Operating revenue was up \$573,000 over the prior year: Sewer service charges increased \$771,000 due to a 6% rate increase in March 2016; \$1.57 million increase in San Diego Treatment charges due to a rate increase of \$600 per thousand kilo gallons; \$1.13 million decrease in recycled water sales due lower irrigation needs because of heavier rainfall; and \$631,000 decrease in other revenues due to less agency incentive revenue in FY 2017. Operating expenditures decreased by \$176,000 (1%) due to: staffing increased \$1.4 million due to negotiated increases; offset by decreases in professional fees of \$923,000 and



other operating expenses of \$1.1 million. Operating income for the year was \$11.4 million.

Wastewater Fund	Annual Budget	FY 2016/17 Actual	FY 2015/16 Actual
Operating Revenues	33,500,000	34,166,602	33,594,078
Operating Expenses	(23,836,550)	(22,768,299)	(22,944,190)
Operating Income	9,663,450	11,398,303	10,649,888
Nonoperating Rev (Exp)	(1,610,340)	(968,311)	(954,330)
Transfer to Capital Projects and Debt Srvc	(9,923,135)	(10,143,133)	(24,220,472)
<b>Total Sources over Uses</b>	<b>(1,870,025)</b>	<b>286,859</b>	<b>(14,524,914)</b>

#### FOR MORE INFORMATION

This summary report is based on detailed information generated by the City's finance department. If you have any questions or would like additional information on this report, please contact the finance department at (760) 839-4676 or visit [www.escondido.org](http://www.escondido.org).



RESOLUTION NO. 2017-138

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
DIRECTING THE USE OF REMAINING  
FUNDS FROM FISCAL YEAR 2016/17 AND  
MODIFYING THE CITY'S FUND BALANCE  
POLICY

WHEREAS, the close of Fiscal Year 2016/17 has produced a change in Fund Balance and the City Council must determine the use of these remaining funds; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Escondido has previously adopted Resolution No. 2015-215(R), the Fund Balance Policy; and

WHEREAS, the Fund Balance Policy provides that the City Council may commit funds for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, the Deputy City Manager of Administrative Services has recommended to the City Council that a portion of the Fiscal Year 2016/17 General Fund net income in the amount of \$1,455,000 be "Committed" to a Pension Rate Smoothing Reserve; and

Whereas, the City Council has determined that the Pension Rate Smoothing Reserve be established at \$1,984,000; and

WHEREAS, the City Council has determined that the General Fund Reserve balance be established at \$17,392,319; and

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

1. That the above recitations are true.
2. That the City Council hereby establishes and approves the Committed balance of the General Fund Pension Rate Smoothing Reserve at \$1,984,000 as of the date of this Resolution.
3. That the City Council hereby establishes and approves the Committed balance of the General Fund Reserve at \$17,392,319 as of the date of this Resolution.
4. That the City Council hereby adopts the staff recommendation presented at the Council meeting of October 18, 2017.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 6**

**October 18, 2017**

**File No. 0600-10, A-3232**

SUBJECT: Professional Services Agreement for the Operation of the Escondido Public Library

DEPARTMENT: City Manager's Office and City Attorney's Office

RECOMMENDATION:

It is requested that the City Council authorize the Mayor and City Clerk to execute the Professional Services Agreement for the operation of the Escondido Public Library with Library Systems & Services, LLC (LS&S) and adopt Resolution No. 2017-139.

FISCAL ANALYSIS:

Staff members from the City's Finance Department reviewed the City's current cost to provide Library services and compared the City's costs to the contract sums. A summary and detailed cost comparison have been on the City's website as part of this process. According to the comparison, the City will save approximately \$400,000 for each year of the contract with LS&S in addition to recognizing additional hours the Library will be open to the public.

The cost savings determined by the Finance Department are both firm and realistic. It is possible that City costs will actually increase more than assumed in the City model and there may be additional savings related to overhead costs currently dedicated toward Library services.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the 2017-2018 City Council Action Plan regarding Fiscal Management and specifically, Strategy Item 7, evaluate opportunities for outsourcing city operations.

PREVIOUS ACTION:

On August 23, 2017, the City Council authorized the City Manager and City Attorney to both negotiate a contract with LS&S to provide day-to-day operational services at the Escondido Public Library, including provisions to expand the number of hours the Library is open to the public, and engage in good faith negotiations with all applicable bargaining units effected by an outsourcing of Library services to meet and confer on any decision to outsource and the effects of any outsourcing. The City Manager and City Attorney were then directed to return with appropriate terms and conditions upon which the City Council may enter into a contract for the management of the Library and effect necessary layoffs of City library staff.

## BACKGROUND:

### History of Outsourcing Effort.

The City Manager, as part of his duties to the City Council, and mindful of substantial budget issues facing the City, has been undertaking a comprehensive review of all City operations to determine if there are new and improved methods of providing city services which satisfy the City Council's efforts to run a clean, safe and efficient city. From March through August 2017, the City Manager's Office engaged in discussions with LS&S to understand the services they offer, vetted their competencies to perform as advertised, met with Library Board members and other volunteers to determine interest and concerns, and attended Library Board meetings to hear the community's response and input. The City's Finance Department examined the potential budget savings from an agreement with LS&S to provide the same services as existing city employees assigned to the library.

On August 23, 2017, the City Manager brought the matter of library outsourcing formally to council in open session for their consideration. LS&S made a presentation and numerous citizens spoke on the subject during oral communications. Council considered the advantages and disadvantages of such action and directed the City Manager and City Attorney to negotiate a contract with LS&S for their further consideration. City staff were also directed to meet and confer with any necessary bargaining units over any decision to outsource library employee services.

### The Contract Negotiation and Public Comment Process.

Since late August, the City Attorney and representatives and counsel for LS&S have negotiated over acceptable terms for a contract to provide professional library services at the Escondido Public Library. Critical to the City's criteria for the contract were detailed service requirements and performance measurements allowing the City and Library Board members to track LS&S' performance in implementing their contractual responsibilities.

Once the contract terms were finalized, the entire draft contract was uploaded to the City's website for public comment on October 4, 2017. On the same day as the contract's public release, it was also provided directly to the Library Board members for their comment. As of the date of this Report, the City Attorney's office has received a few questions from Library Board members, library staff, a member of the Escondido Library Foundation, and one question from the general public.

### The Proposed Contract.

The draft contract is the version that best illustrates the extent to which the City and LS&S can agree on the terms of this engagement. That process involves the normal give-and-take of contract negotiations designed to achieve the best product identifying the rights and

obligations of the parties so that they each may achieve what is desired in the agreement. The City Attorney's goals during the negotiations were to ensure that LS&S' duties and responsibilities were clearly identified, that objective performance measurements were in place to track whether LS&S was meeting its contractual responsibilities, that the library patron experience would be the same if not better with LS&S, and that the Library Board of Trustees plays an increased role in the overall process of Library management.

The Proposed Contract is comprised of two main components: a Professional Service Agreement and a detailed Scope of Services that must be performed by each party (Attachment A).

Highlights of the contract include:

- A requirement that LS&S develop and implement a written Strategic Plan in cooperation with City representatives, the Library Board and community stakeholders to assess:
  - The service needs of Escondido residents
  - A five year forecast of Library maintenance and growth
  - Library expansion plan and potential bond measure
  - Programming enhancements
  - Assessment of technological and library material needs
- A detailed scope of services which identifies LS&S's responsibilities and staffing.
- LS&S must compile monthly, quarterly and annual reports of performance measured by at least the California State Library, Public Library Statistics for FY 2016-17 (the most recent statistics measuring library performance). The contract also allows for further development of performance measurements.
- If LS&S does not perform as required, the contract may be terminated. Also, if funding becomes an issue in the future, the contract can be terminated at the end of the current Fiscal Year (FY) if a budget is not appropriated for the following FY.
- The retention of current programming to the extent it is funded or has continued volunteer and/or community support.
- The contract acknowledges the Library Board's involvement in the administration of the Library by coordination, reporting and engagement. LS&S agrees to comply with all state laws including the Municipal Libraries Act.

- LS&S must have a minimum of 22 Full Time Equivalent positions who are qualified to provide the services required under the contract.
- LS&S's obligations under the contract exist even if the current library employees are not hired and even if the library volunteers and community support groups refuse to remain engaged with the Library.
- The contract includes an obligation to be open 60 hours per week, including Sunday.
- All City property, equipment, collections, and art remain City property.

#### Labor Negotiations.

Since the City Council's direction on August 23, 2017, and through October 12, 2017, City labor bargaining representatives and City Attorney staff have met seven (7) times with representatives of the ECEA bargaining unit. LS&S representatives have also met with Library staff in both group meetings and individual library staff meetings.

As part of the layoff process, the City will tender to the affected employees a Severance Agreement & Release of Claims form ("Release"). The Release reflects that the City is offering to current library employees the following: a \$2,600 lump sum severance payment, an employment reference indicating that the employee left City employment in good standing, and, if necessary, the City will support an employee's claim for unemployment insurance related to this separation. In exchange for those terms, the City has asked that the employees execute the Release which waives any claims against the City related to this layoff process.

LS&S has offered to hire the current library employees at their existing salaries and classifications and with their existing titles. In all other respects, and because LS&S is an independent contractor for the City, it shall have complete discretion as to the salaries and benefits for their employees.

At this time, it is not known with any certainty how many current library employees will take positions with LS&S.

#### Threatened Litigation.

The City has received various threats of lawsuits related to the proposed contract. Opponents of the contract have primarily relied on the contention that state law prohibits this contract because it undermines the Library Board of Trustees' statutory right to manage the Library and the Board has advised the City that it opposes the outsourcing arrangement. Specifically, opponents argue that California Education Code § 18910 posits in the Library Board of Trustees the sole and exclusive right and duty to manage a library and any act in contravention of that right is ultra vires (without authority).



The allegation that the City is without authority to enter into the contract is not well taken under state law and the actual terms of the contract. The relevant Education Code statutes refer generally to the right of a Library Board to “manage” the library. The Code does not address the issue of day-to-day operations as provided for in this circumstance. Further, the contract includes numerous references to Library Board oversight and involvement in strategic planning, policy and guideline development, program selection, report review and comment, collection development policy, and selection of the Librarian.

If an action is filed in court related to the execution of the Agreement, and the court rejects the claims, the contract may be fully implemented. If the court accepts the arguments of the opponents, and the contract is found to be null and void, the City will be left with various options. It may do nothing and operate the library as is; it may reduce the funding of the library to reflect the lost budget savings anticipated under the contract; and it may seek out other providers of library services. In the end, the City Council at all times has complete discretion over the library budget.

To allow time to examine filed lawsuits against the City, and perhaps even the Library Board, the contract provides for a period of up to 90 days to implement the terms of the agreement. The City and LS&S will work cooperatively to identify the best date to turn over operations to LS&S.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jeffrey Epp*, City Manager  
10/12/2017 8:42 a.m.

*Michael McGuinness*, City Attorney  
10/12/2017 9:02 a.m.

ATTACHMENTS:

1. Resolution No. 2017-139
2. Resolution No. 2017-139 - Exhibit A - Professional Services Agreement

RESOLUTION NO. 2017-139

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND THE CITY  
CLERK TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH LIBRARY  
SYSTEMS & SERVICES, LLC, FOR THE  
OPERATION OF THE ESCONDIDO PUBLIC  
LIBRARY

WHEREAS, Escondido is a full-service city which maintains its own police department, fire department, water and wastewater utilities and other city departments including a public library; and

WHEREAS, the Escondido Public Library, which operates 51 hours per week and not on Sundays, was the subject of a recent San Diego County Grand Jury Report relating to claimed unsatisfactory performance. While the City disagreed with certain Grand Jury findings, it concurred that the Library has certain performance deficiencies and its operations could be improved; and

WHEREAS, for the past several years, the Escondido City Council has adopted a balanced budget without the use of reserves. Financial stability is one of the four parts of the 2017-2018 City Council Action Plan. Planning ahead is a key part of maintaining financial stability; and

WHEREAS, Library Systems & Services, LLC (LS&S), has been providing library management services for over 30 years, and has contracted with public entities across the United States to provide library management services. A large portion of its work is in California, including libraries in Riverside County, Simi Valley, Santa Clarita, Moorpark, Moreno Valley, and Shasta County; and

WHEREAS, on August 23, 2017, consistent with its Fiscal Management component of the Council Action Plan, the City Council conducted a public hearing to examine the possibility, consequences and potential fiscal savings related to outsourcing the operation of the Escondido Public Library to Library Systems & Services, LLC; and

WHEREAS, the fiscal analysis of the outsourcing plan indicates that the City would yield yearly savings of approximately \$400,000; and

WHEREAS, the outsourcing of the library to LS&S would be consistent with state law, including the California Municipal Libraries Act, would enhance the involvement of the Library Board of Trustees in all facets of library operations, would benefit library patrons by providing a vibrant library facility, and would benefit the taxpayers of the City through substantial savings to general fund expenditures.

WHEREAS, the City Manager and City Attorney recommend the approval and execution of the Professional Services Agreement with LS&S for the Operation of the Escondido Public Library.

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 hereby authorized and directed to enter into and execute, on behalf of the City of Escondido, the Professional Services Agreement with Library Systems & Services, LLC, for the Operation of the Escondido Public Library, with such non-substantive changes approved by the City Attorney and consistent with Council's directions. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

EXHIBIT "A"



**PROFESSIONAL SERVICES AGREEMENT  
FOR THE OPERATION  
OF THE ESCONDIDO PUBLIC LIBRARY**

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the CITY OF ESCONDIDO ("CITY"), a California municipal corporation, and LIBRARY SYSTEMS AND SERVICES, LLC. ("LS&S"), a Maryland limited liability company.

I.

**RECITALS**

1. It has been determined to be in the CITY's best interest to enter into this Agreement with LS&S to provide special services for the operation of the Escondido Public Library ("Library"); and
2. LS&S is considered competent to perform the necessary professional Library services as described herein for CITY.

II.

**AGREEMENT**

NOW, THEREFORE, it is mutually agreed by and between CITY and LS&S as follows:

1. **Scope of Services.**
  - A. LS&S will furnish and perform all of the services ("Services") and provide the supplies or goods as described in Attachment A which is incorporated by this reference as though set forth here in full.
  - B. While performing the services provided for in this Agreement, LS&S will use appropriate and generally accepted professional standards of practice existing at the time of the performance utilized by persons engaged in providing similar services. CITY will continuously monitor LS&S's services. CITY agrees to notify LS&S of any deficiencies in satisfying the requirements of this Agreement and LS&S will have (30) days after such notification to cure any shortcomings to CITY's reasonable satisfaction. All costs associated with curing the deficiencies shall be borne solely by LS&S.
  - C. LS&S will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by LS&S under this Agreement, except that LS&S will not be responsible for the accuracy of information supplied by the CITY.

2. Compensation.

- A. The CITY will pay LS&S in accordance with the conditions specified in Attachment A hereto.
- B. The compensation paid under this Agreement by CITY shall be for LS&S's overall performance of all services performed on behalf of CITY and not compensation for the specific individuals employed at CITY's facilities that are solely and exclusively in the employ of and work for LS&S.
- C. LS&S will be compensated for performance of tasks specified in Attachment A only. If LS&S believes work not within the Scope of Services ("Additional Work") is needed to complete the Scope of Services, LS&S shall notify the CITY in a writing that contains a specific description of the proposed Additional Work, reasons for the Additional Work and why it could not have been anticipated at the time this Agreement was entered into, and a detailed cost proposal for completion of the Additional Work. No compensation will be provided for any Additional Work without specific prior written consent from the CITY.
- D. Any breach of this Agreement will relieve CITY from the obligation to pay LS&S for the disputed services, if LS&S has not corrected the breach or deficiency after CITY provides notice and a reasonable time to correct it as provided for in this Agreement.

3. Term.

- A. The initial term of this Agreement will be from [\_\_\_\_], 2017 (the "Effective Date") to and including [\_\_\_\_], 2027.
- B. The CITY, acting through to its authorized designee(s), may extend the term of this Agreement, subject to the termination procedures as provided in Paragraph 13, on the same terms and conditions as in effect just before the then-current end of the term, for up to two (2) successive periods of five (5) years each by providing written notice to LS&S no later than one hundred eighty (180) days before the then-current end of the term.

4. Time for Performance.

- A. LS&S will not perform any work under this Agreement until all parties have executed the Agreement and CITY has provided written Notice to Proceed ("NTP") to LS&S under the Agreement. CITY and LS&S shall coordinate establishing the date for the commencement of the provision of services to be included in the NTP but such date shall be no later than 90 days from the Effective Date. Any work performed by LS&S prior to the date for the commencement of services established the NTP shall be at its own risk and without compensation.
- B. The parties to this Agreement acknowledge that current CITY employees represented by one or more bargaining units, or others, may initiate legal procedures or actions to prevent the full and/or timely implementation of this Agreement ("Third Party Actions"). Based on their current understanding of the facts, the parties believe that any such Third Party Actions would be without merit. LS&S agrees to defend, indemnify and hold harmless CITY, and its councilmembers, officers, and employees, for all claims,

liabilities and attorney's fees incurred by LS&S and CITY, arising out of or related to any Third Party Actions that arise from the acts or omissions by LS&S occurring after the Effective Date of this Agreement and the receipt of an NTP from CITY.

5. Employment of Current CITY Employees.

- A. CITY and LS&S have a shared interest in ensuring that LS&S has access to a workforce of experienced workers and CITY desires to mitigate the effects of this Agreement on current CITY employees performing special services at the Library Facility ("Current Employee").
- B. LS&S agrees to extend an offer of employment to each Current Employee in accordance with applicable labor laws. The terms and conditions of such employment are decided by LS&S, not CITY, and will be on different terms than those currently in place between CITY and Current Employees.
- C. Said Current Employees are free to accept such offer of employment or reject same. The acceptance or rejection of such offer is an individual decision of each Current Employee and they shall have no further rights or claims against CITY related to or arising out of this Agreement or the employment terms and conditions they accept or which may thereafter be offered to them during the term of the Agreement or thereafter. No co-employment relationship is intended or created by this Agreement.
- D. LS&S's obligations under this Agreement shall not be reduced or altered in any way depending on the Current Employees who accept or reject an offer of employment.

6. Changes in Scope of Services.

CITY may request changes in the Scope of Services identified in Attachment A, including the addition, revision or deletion of services, within the general scope of this Agreement. The contract sum and time for performance related to such services, if different than that included herein, shall be committed to a writing executed by LS&S and the CITY. Any additional cost or credit to the CITY shall be determined in accordance with the agreement for such change in scope of services.

7. Familiarity with Work.

- A. LS&S agrees that it has:
  - 1. Carefully investigated and considered the extent of the Scope of Services to be performed to satisfy the terms of this Agreement, including Attachment A; and
  - 2. Carefully investigated and considered the facilities, collections, equipment, data, personnel, and budgets to the extent provided by CITY to perform this Agreement; and
  - 3. Satisfied itself that it can comply with all terms of the Agreement and deliver all services described in the Scope of Services within the budgets and pricing identified in this Agreement and Attachments hereto; and

4. Satisfied itself that it has the financial resources; insurance; service experience; existing in-house personnel; staffing capacity; current workload; licenses; completion ability; private consultants; vendors; and experience in dealing with individual volunteers, volunteer organizations, community groups, non-profit and charitable organizations, established Library Boards, public agencies and their staff, to satisfy and comply with all terms and conditions of this Agreement.
- B. LS&S agrees that should it discover any circumstances or condition(s) which may materially affect its performance of this Agreement as required by this Agreement, it will immediately inform CITY of such fact.
8. Conflict of Interest.

LS&S covenants that neither it nor any officer or principal of the firm have any interests nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services described herein. LS&S further covenants that in the performance of this Agreement, it shall employ no person having such interest as an officer, employee, agent or subcontractor. LS&S, by and through its officers, employees and agents, agrees to familiarize itself and comply with the CITY's conflict of interest laws and regulations. LS&S further covenants and agrees that it, including its officers, employees and agents, will make no monetary contributions to any political campaign of any CITY officer, council member or employee.
9. Library Board of Trustees. The parties to this Agreement covenant and agree that the Escondido Public Library Board of Trustees shall continue to have the rights, duties and responsibilities provided for in California Education Code section 18900 *et. seq.*, and as otherwise provided for in state and local law.
10. Volunteers. The parties hereto agree that LS&S shall not engage or manage any volunteers at the CITY Library or any Library-related facility. CITY will maintain responsibility for the engagement or management of any volunteers at the CITY Library or any Library-related facility. LS&S will coordinate with such agencies or entities involved in the organization and assignment of any volunteers who chose to donate personal services at any CITY Library or Library-related facility. Any donated personal services will be outside the Scope of Services described in this Agreement. LS&S agrees that it may satisfy all obligations under this Agreement without reliance on volunteers.
11. Termination.
  - A. CITY may terminate this Agreement for material breach at any time after LS&S fails to cure any material breach identified by CITY as provided in Paragraph 1.B. of this Agreement within (60) days from CITY's written notice of default.
  - B. LS&S may terminate this Agreement at any time for material breach or CITY's failure to make payments as provided for in this Agreement when due if CITY fails to cure such material breach within thirty (30) days from CITY's written notice or fails to make payment within ten (10) days from the due date.
  - C. In the event that funds for the following CITY fiscal year are not appropriated for the Library, then this Agreement shall terminate as of June 30 of the last fiscal year for

- which funds were appropriated. The CITY shall immediately notify LS&S in writing of any such non-allocation of funds.
- D. Upon receiving a termination notice from CITY in conformance with this Agreement, LS&S shall immediately cease performance under this Agreement unless otherwise provided for in the termination notice or agreed by the parties in writing. Except as otherwise provided for in the Agreement or the termination notice, any work performed by LS&S after receiving the termination notice will be performed at LS&S's own cost and CITY will not be obligated to compensate LS&S for such work.
- E. If this Agreement is terminated by either party in conformance with the provisions herein, all finished or unfinished documents, data, studies, surveys, reports, and other materials, in any form, prepared by LS&S specifically for the CITY will, at the CITY's option and upon final payment to LS&S of all amounts due under this Agreement or extensions or amendments thereto, become CITY's property. LS&S shall receive reasonable compensation for any work satisfactorily performed under this Agreement to the effective date of any termination notice.
- F. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession (including the Documentation).
- G. Should the Agreement be terminated by either party pursuant to this Section, CITY may obtain on its own terms services similar to those terminated.
12. Permits and Licenses.
- LS&S, at its sole expense, will obtain and maintain current during the term of this Agreement, all necessary permits, licenses and certificates for itself and its employees and agents that may be required by any agency or entity having jurisdiction over the services covered by this Agreement.
13. City Property.
- All physical property of any kind, including buildings, fixtures, furniture, equipment, books, collections, art, and other tangible property owned by CITY at the commencement of this term of this Agreement, and all such property acquired for the benefit of the CITY and paid for by the compensation provided herein, however described, shall at all times be CITY property and LS&S shall have no ownership interest therein.
14. Format of Electronic Data.
- Any and all electronic documents or files provided to the CITY by LS&S, or any of its sub-consultants or vendors, shall use Microsoft Office Suite application software for Windows or a format pre-approved in writing by the CITY.



15. Confidential Information and Intellectual Property.

- A. Confidential Information. In the performance of this Agreement, LS&S may be exposed to information regarding the identity of the CITY's patrons, CITY may be exposed to information regarding LS&S's proprietary library management techniques, and either Party may be exposed to other written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.
- B. Exceptions. Notwithstanding the foregoing, the provisions of Section 15(A) above, shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
- C. Intellectual Property. Subject to the terms and conditions of this Agreement, LS&S hereby grants to CITY a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation (defined below), as provided by LS&S, during the term of this Agreement, solely for CITY's internal business purposes. CITY shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, CITY shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, CITY's rights under the license granted in this Section 15(c); or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if CITY modifies or improves the Documentation, all such modifications or improvements shall be considered part of the

Documentation, and shall be owned by LS&S, and CITY hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this paragraph, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by LS&S to CITY.

16. Insurance.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, LS&S shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by written agreement signed by both parties:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers Compensation	Per Statute
Errors & Omissions	\$1,000,000

- B. Commercial general liability insurance will meet or exceed the requirements of ISO Form No. CG 00 01. The amount of insurance set forth herein will be a combined single limit per occurrence including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than \$1,000,000 per occurrence, and with at least \$2,000,000 aggregate coverage. Liability policies will be endorsed to name CITY, and its officials and employees, as "additional insureds" under said insurance coverage. Such endorsement must be at least as broad as, or reflected on, ISO Form No. CG 10 11 85 or equivalent, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later editions are used. Such insurance will be on an "occurrence," and not a "claims made," basis and will not be cancelable or subject to reduction except with agreement of CITY and upon thirty (30) days' prior written notice to CITY.
- C. Insurance coverage must be provided by an A.M. Best's A- rated, class VII carrier or better, admitted in California, or if non-admitted, a company that is on the Department of Insurance List of Approved Surplus Lines Insurers. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- D. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. LS&S acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the LS&S.
- E. LS&S agrees to furnish to CITY, within fourteen (14) days of the execution of this Agreement and before the date of the NTP, duly authenticated Certificates of Insurance evidencing maintenance of the insurance required by this Agreement and

such other evidence of insurance or copies of policies as may reasonably be requested by CITY.

- F. If for any reason LS&S fails to obtain or maintain the insurance required by this Agreement, CITY may terminate this Agreement in accordance with Section 11A.
- G. LS&S hereby grants to CITY a waiver of any right to subrogation which any insurer of said LS&S may acquire against the CITY by virtue of the payment of any loss under such insurance. LS&S agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

17. Warranties; Disclaimers.

- A. The CITY represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and to carry out the provisions of this Agreement. All approvals on the part of the CITY necessary for the CITY's authorization of this Agreement and the performance of all obligations of the CITY hereunder have been taken. This Agreement, when executed and delivered, will be valid and binding obligations of the CITY enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies, and (c) as required by court order. Notwithstanding the foregoing, the parties agree that the obligations specified in Section 19 shall survive termination, expiration, or rescission of this Agreement. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained by the CITY in connection with the CITY's execution and delivery of this Agreement or the CITY's obligations hereunder. The CITY will not violate any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in connection with the CITY's performance of all obligations of the CITY hereunder.
- B. LS&S has all requisite power and authority to execute and deliver this Agreement and to carry out the provisions of this Agreement. All approvals on the part of LS&S necessary for LS&S' authorization of this Agreement and the performance of all obligations of LS&S hereunder has been taken. This Agreement, when executed and delivered, will be valid and binding obligations of LS&S enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies, and (c) as required by court order. Notwithstanding the foregoing, the parties agree that the obligations specified in Section 19 shall survive termination, expiration, or rescission of this Agreement. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained by LS&S in connection with LS&S' execution and delivery of this Agreement or LS&S' obligations hereunder. LS&S will not violate any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in connection with the LS&S' performance of all obligations of LS&S hereunder.
- C. LS&S warrants that it will perform hereunder with at least the care, diligence, and expertise generally accepted in the library service industry. Other than as set forth

expressly herein, there are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. .

18. Limitation of Liability. Exclusive of any breaches of Section 15, in no event shall either party be liable to the other party for any incidental, special, consequential or punitive damages, regarding of the nature of the claim, including, without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if such party has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proved ineffective. Exclusive of obligations related to Section 19B, the cumulative liability of each party to the other party, for all claims arising from or related to this Agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the lesser of (1) the actual damages suffered by the aggrieved party, or (2) five hundred thousand dollars (\$500,000).
19. Indemnification.
  - A. To the fullest extent permitted by law, LS&S shall hold harmless, defend (with counsel reasonably acceptable to CITY), and indemnify CITY, including all of its officers, council members, employees, agents, insurers, and consultants, past and present (hereinafter collectively referred to as "CITY Indemnitees"), from any claim, demand, judgment, damage, liability, loss, cost or expense, including attorney's fees, for any damage arising out of: (i) failure to comply with any applicable laws as identified herein, or (ii) a breach of a representation or warranty of LS&S, except such damage as is caused by the gross negligence or willful misconduct of the CITY Indemnitees. CITY shall give prompt notice to LS&S of any matter asserted by CITY to be covered by this provision.
  - B. To the fullest extent permitted by law, CITY shall hold harmless, defend (with counsel reasonably acceptable to LS&S), and indemnify LS&S, including all of its officers, employees, agents, insurers, and consultants, past and present (hereinafter collectively referred to as "LS&S Indemnitees"), from any claim, demand, judgment, damage, liability, loss, cost or expense, including attorney's fees, for any damage arising out of or in connection with any personal injury, property damage or failure to comply with any laws as identified herein, resulting from a breach of CITY's performance obligations of this Agreement by CITY or a breach of a representation or warranty of CITY, except such damage as is caused by the gross negligence or willful misconduct of the LS&S Indemnitees. LS&S shall give prompt notice to CITY of any matter asserted by LS&S to be covered by this provision.
  - C. CITY does not and shall not waive any rights that it may have against LS&S by reason of this Indemnification provision because of the acceptance by CITY, or deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, defense and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, judgment, damage, liability, loss, cost or expense, including attorney's fees as identified herein.
20. Waiver. Neither LS&S' nor CITY's review or acceptance of, or payment for, services or work product completed by either party under the Agreement shall be construed to operate

as a waiver of any rights the other party may have under the Agreement or of any cause of action arising from either party's performance. A waiver by either party of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement.

21. Anti-Assignment Clause. Neither party may assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the other party, and any attempt to do so will immediately render this entire Agreement null and void; except that LS&S may subcontract or delegate portions of the Services with CITY's approval, which approval shall not be unreasonably withheld; provided, however, that in no case shall CITY be liable to any party other than LS&S, or for any amount in excess of the price specified on Attachment A, plus any additional charges permitted hereunder. LS&S shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
22. 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.
23. Independent Contractor.
  - A. LS&S is an independent contractor and no agency or employment relationship of any kind, either express or implied, is created by the execution of this Agreement.
  - B. The provision of library services to government entities is an integral part of the regular business operations of LS&S. LS&S will have exclusive control over all work performed by its employees and the manner in which it is performed. LS&S employees performing services related to this Agreement will be interviewed, screened, hired, trained, managed, evaluated, transferred, promoted, demoted, disciplined and terminated by LS&S. LS&S shall have exclusive control over the determination of the skills required for specific workers and tasks; the source of the instrumentalities and tools used by its employees, subcontractors, consultants, and vendors, if any; the duration of the employment relationship between LS&S and its employees; its employees' salaries and benefits, including increases or reductions thereto; employee work schedules, duty assignments, location of employment; the selection of managers; and timesheet approval. LS&S shall have the exclusive right to assign additional projects to its employees, to determine hours worked, and to determine whether its employees may hire and pay assistants. LS&S employee salary and benefits structure and amounts shall be determined independent of the compensation received from CITY under this Agreement.
  - C. LS&S shall be exclusively responsible for paying appropriate employer taxes, social security and government insurance payments in accordance with state and federal law.
  - D. LS&S is permitted to contract for similar services to other entities, local governments or employers while this Agreement is in effect.

- E. LS&S and its employees are not entitled to participate in any CITY pension or retirement plan, insurance program, bonus payouts, or similar benefits CITY regularly provides to CITY employees.
  - F. Any provision of this Agreement, or services performed by LS&S during the term of this Agreement, which may appear to give the CITY the right to direct LS&S as to the details of doing the work or to exercise a measure of control over the work, shall only constitute general guidance and direction as to end results consistent with the terms and spirit of this Agreement.
  - G. Because the parties expressly believe and agree that LS&S employees working at any CITY facility are not CITY employees, common law or otherwise, and have no claims to any California Public Employee Retirement System ("CalPERS") benefits beyond those that are vested and known at the time this Agreement becomes effective, should CalPERS or any administrative or judicial body of competent jurisdiction make any finding that such employees are entitled to CalPERS compensation or benefits not anticipated by the parties at the time this Agreement becomes effective, this Agreement may be terminated by CITY or LS&S by providing the other party with 30 days written notice.
  - H. The parties expressly believe and agree that any Current Employee who accepts an offer of employment with LS&S, and thereby becomes an LS&S employee, is not upon acceptance of such employment represented by a union or collective bargaining unit and does not have any rights under state or federal law to representation in collective bargaining for compensation, benefits or workplace conditions. If any adjudicative or administrative body of competent jurisdiction determines otherwise, LS&S shall be solely and exclusively responsible for meeting its legal obligations to bargain and the results of any such bargaining with its employees and/or their representatives.
24. Non-solicitation. CITY acknowledges and agrees that the employees and consultants of LS&S who perform the Services are a valuable asset to LS&S and are difficult to replace. Accordingly, CITY agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not solicit (whether as an employee, independent contractor or consultant) any LS&S employee or consultant who performs any of the Services. Notwithstanding the foregoing, this restriction shall not apply to any individual employed by the other who voluntarily seeks employment in response to general employment advertisements in the public commercial media.
25. Right to Audit. LS&S shall maintain complete and accurate records with respect to all services and matters covered by this Agreement. CITY will have access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities.
26. Modification of Agreement. This Agreement and each of terms may only be amended and/or modified by a writing signed by each party through their designated and authorized representative.
27. Merger Clause. This Agreement, including its Attachments, is the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling the agreement of the parties for the subject matter described herein.

28. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity or enforceability of any other provisions of this Agreement.
29. 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.
30. Interpretation of Agreement. The parties agree that this Agreement and each of its terms was negotiated at arms-length and each party has had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement, and each of its terms and Attachments, will be construed as a whole in accordance with its fair and reasonable meanings and will not be interpreted against either party.
31. 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.
32. 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.

If to LS&S:

Library Systems & Services, LLC  
2600 Tower Oaks Blvd., Suite 510  
Rockville, MD 20852  
Attn: President

If to CITY:

City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Attn: City Manager

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States mail, postage prepaid and properly addressed as noted above. In all other instances, notice will be deemed given at the time of actual delivery. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.

33. Business License. LS&S is required to obtain a City of Escondido Business License prior to execution of this Agreement.
34. Third-Party Beneficiaries. Except as specifically provided in Attachment A, this Agreement and every provision herein is for the exclusive benefit of CITY and LS&S and not for the benefit of any other person, entity or party.

35. Compliance with Applicable Laws, Permits and Licenses. LS&S 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. LS&S shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. CITY, nor any elected or appointed boards, officers, officials, employees, or agents shall be liable, at law or in equity, as a result of any failure of LS&S to comply with this section.
36. Force Majeure. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, non-CITY government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, the Agreement will immediately terminate without obligation of either party to the other.
37. Immigration Reform and Control Act of 1986. LS&S shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. LS&S 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. LS&S agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
38. Captions. The captions of the paragraphs in this Agreement and Attachments thereto are for convenience of reference only and are not intended to be material to the obligations of the parties and shall not affect the interpretation of the Agreement.
39. Authority to Enter into Agreement. The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute the Agreement and to undertake the respective duties assumed by each party herein.
40. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the parties under law.

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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.

For CITY:

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

\_\_\_\_\_  
Sam Abed  
Mayor

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

\_\_\_\_\_  
Diane Halverson  
City Clerk

For LS&S:

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

By: \_\_\_\_\_  
Todd Frager, Chief Financial Officer

APPROVED AS TO FORM:

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

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

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**Attachment A**

**City of Escondido Public Library  
Contract for Library Management and Operations**

**A. Scope of Services.**

Library Systems & Services, LLC. ("LS&S") will administer the operations of the City of Escondido's ("City") Public Library facilities (collectively "Library"), including the accounting for, purchase of, and payment for payroll services and goods; services from vendors for budgeted supplies; other direct operating expenditures; Library Materials (as defined herein); and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by the City and Escondido Public Library Board of Trustees ("Library Board") and as provided for herein.

LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff" or "Library Staff"), any labor LS&S deems necessary for the operation of the Library as required to perform under this Agreement. All costs of the LS&S Staff shall be paid by LS&S and are included in the Operating Budget (as defined below).

LS&S shall have the sole and absolute right for setting Library Staff compensation and benefits. City Employees currently working at the Library ("Current Employees") may apply and interview for positions with LS&S. City and LS&S agree that the hiring of Current Employees would be in the parties' best interests in order to retain existing institutional knowledge and expertise, and aid in the swift and smooth transition of operational management for both Current Employees and the general public. LS&S shall have the sole right to hire, manage, evaluate and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement.

LS&S will provide the appropriate staffing levels to keep the Library open to the public at least for sixty (60) hours per week. The Library will follow the published City Holiday Schedule plus any other holidays agreed upon writing by the City and LS&S. The Library will close at 5:00 pm in alignment with City Hall on the following holidays if the Library is normally scheduled to remain open until 7:00 pm or later: Thanksgiving Eve, Christmas Eve, and New Year's Eve. In addition, the Library will be closed one mutually agreed upon day each year for staff development day and/or staff training.

The hours of operation of the Library will be as follows, unless otherwise provided herein or agreed to by the parties:

Monday - Friday.	9:30 a.m. - 7 p.m. (47.5 hours)
Saturday	9:30 a.m. - 6 p.m. (8.5 hours)
Sunday	1 p.m. - 5 p.m. (4 hours)

LS&S will develop and implement a written Strategic Plan ("Strategic Plan") for the Library, in cooperation with the City, elected and appointed local officials, including the Library Board, community stakeholders, and the Library Staff. Using current professional standards and practice, the Strategic Plan will include, but not be limited to, a service needs assessment of Escondido residents (sampling all demographic and geographic segments of the community), a five (5) year forecast of Library maintenance and growth, Library expansion plan and/or potential Bond Measure for construction of a new library facility, Library programming enhancements and/or additions to be phased in as recommended, and a comprehensive identification of recommended technology and library material needs. Also included within the Strategic Plan should be staffing resource requirements and budgetary analysis for each item addressed in the plan. The plan shall identify challenges and opportunities for the Library Staff and corresponding strategic responses, including specific, measurable goals and objectives. The Strategic Plan will be developed at least 180 days after the date of commencement of Agreement services provided in the Notice to Proceed and will be updated each year this Agreement is in effect within 30 days prior to the expiration of any current Strategic Plan.

This Strategic Plan, when approved by the City and Library Board, will help govern the direction and focus of the fulfillment of the mission of providing effective and efficient Library service to meet the personal, professional, and lifelong learning needs of the citizens served by the Library.

**B. List of Services LS&S Agrees to Perform.**

1. General:

- a. Administer all aspects of the day-to-day operations of the Library, in accordance with generally accepted practices and principles of the public library profession.
- b. Periodically review program development, collections, and community development involvement activities, ensuring that programming, services, and collections are in line with community needs and input.
- c. Comply with all California laws and regulations pertaining to public library services, including, but not limited to, the California Municipal Libraries Act and California Library Services Act.
- d. Represent the City of Escondido at relevant library meetings, including but not limited to the annual California Library Association State Librarians' Meeting and meetings of the Serra Library Cooperative including the Director's Meeting, Youth Services Committee Meeting, and STARC Committee Meeting.

2. Community Relations:

- a. Develop and maintain effective working relationships with City staff, elected City officials, the Library Board, other advisory boards if any, other appointed officials, and community groups such as the Friends of the Library and Escondido Library Foundation. A representative from LS&S shall be present at all Library Board and Friends of the Library meetings and should be present at City Council meetings on a routine basis and as requested.

- b. Utilize and potentially expand upon the existing marketing plan to promote all Library services to the residents of the City; effectively disseminate information; and promote use of the Library, resources, and services.
- c. Work cooperatively with Library support groups to coordinate Library-marketing efforts.
- d. Prepare, coordinate and disseminate relevant website and social media news releases following established standards and guidelines for professional appearance.

3. Fiscal Responsibility:

- a. Be responsible for the proper administration of the overall Library budget, of which the contracted services are a part. The City will provide the detailed annual budget for the current fiscal year that corresponds to the approved FY17-18 budget attached as Schedule A. This will serve as the "Base Budget." In future years an annual expenditure budget will be provided to LS&S by the City which covers Automation Maintenance, Software and Licensing costs as well as Collection Procurement identified to take place during each Fiscal Year during the Term of this Agreement. Increased spending beyond the Base Budget will be the responsibility of the City to fund and billed in addition to the amounts specified in Section E.1. LS&S is authorized to spend funds for the purpose of fulfilling this contract. City staff will provide LS&S with the approved budget on or before July first (1<sup>st</sup>) of each year. If for any reason, LS&S expends money outside the scope of this agreement without prior written approval and authorization or expends funds which exceed the Operating Budget as Specified in Section E.1, LS&S is responsible for those expenditures as incurred. LS&S will bill the City for variable costs breaking out each category on the invoices with detailed expenditure descriptions and supporting documentation of each item.
- b. Be the City's principal liaison with the California State Library with respect to library statistical reporting and funding matters.
- c. Collect and account for fines and fees, and remit same to the City. All revenues resulting from Library operations and programs, including rents charged if any, shall belong to the City.
- d. Follow the City's prescribed financial reporting procedures related to but not limited to the following:
  - Follow and provide any necessary documents pertaining to delinquent library patron accounts to the City
  - Collection and deposit of room rental fees
  - Collection and deposit of printer and copier fees
  - Collection and deposit of fines, fees, and donations
- e. All Library Staff responsible for handling cash receipts shall be trained in and adhere to City cash handling procedures.
- f. At the request of the City Manager and/or Library Board, provide monthly and annual

financial statements to the requesting party or his/her designee that provides an overview of the costs associated with operation of the Library. An agreed upon form for such information will be designed and agreed upon prior to the first submission.

- g. Review all aspects of Library operation and service for efficiency and cost effectiveness, while making recommendations for changes as appropriate.
- h. At the request of the City Manager and/or Library Board, prepare annual financial statements for expenditures relating to the operation of the Library. Retain necessary and relevant financial files, and submit to financial audit of all agreement-related records upon request of the City or Library Board, said audit to be at City's expense.
- i. Explore supplemental Library funding opportunities, and apply for those which meet the Library's objectives including, but not limited to, application and administration services for CENIC Broadband Internet Grant and or Federal E-Rate funding. Any costs associated with implementing these opportunities will be the responsibility of the City.
- j. Continue to seek innovative means of adding value to the City at little or no additional cost, including the research of, and application for, grants. Grants must be submitted to the City's Grant Committee and the Library Board prior to application.
- k. Make recommendations to the City on fine and fee schedules, and investigate and recommend supplemental revenue sources.

4. Management and Reporting:

- a. Prepare and provide quarterly reports to the City and/or Library Board, describing Library activities and recommending changes in policies, procedures, and operations as necessary and appropriate.
- b. Prepare and provide monthly statistical and financial reports in a form acceptable to the City and Library Board on Library activities. Prepare and provide a comprehensive report relating to Library services annually. These reports will be received by the City Manager or his/her designee and the Library Board and evaluated for compliance with the terms of the Agreement.
- c. At least annually, survey and gather information from residents (not just Library users) for use in Library planning and customer satisfaction. The form and type of survey to be mutually agreed upon by City, the Library Board and LS&S. Share the results of this annual survey with the City Manager or his/her designee, the Library Board and the community through a public forum to be mutually agreed upon by City, the Library Board and LS&S.
- d. LS&S shall identify a City Librarian who shall communicate with the City Manager or his/her designee and the Library Board on all matters relating to the Library. City Librarian will also serve as Library staff liaison to the Library Board, Friends of the Library, the Escondido Library Foundation and/or other Library support groups.

- e. All documents pertaining to City's library operations shall be retained in the City's name in accordance with the City's Records Retention Policy. The Pioneer Room staff shall retain responsibility for interfacing with the City Clerk's office for the transfer of records appropriate for the Pioneer Room Collection.
- f. LS&S shall be responsible for ensuring that its participation in all notices, agendas, Library Board meetings and related minutes of such meetings related to the Library and governed by the Ralph M. Brown Act (Government Code sections 54950 *et. seq.*) will conform to California law.

5. Staff Development and Coaching:

- a. Provide orientation, training, and professional development of all Library Staff including, but not limited to, a staff development day each year.
- b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.
- c. LS&S will provide harassment, discrimination, and retaliation training to all supervisory employees at a minimum of every two years or as otherwise required by law, with the initial training to take place within ninety (90) days of the effective date of this Agreement for current supervising employees, and within ninety (90) days of new assignments for future incoming supervisory employees.

6. Public Services:

- a. Provide prompt, friendly, and accurate assistance in the use of all Library services.
- b. Provide prompt and accurate circulation, information, and reference services.
- c. Provide requested material promptly.
- d. Mirror and emulate the Escondido Public Library's Mission, Vision and Values Statements.
- e. Mirror and emulate a dress code policy for Library Staff similar to that of the City.
- f. Comply with established City processes and protocols for Library volunteers, including required background checks. The City will determine the annual budget for background checks. LS&S will bill the costs of background checks for any volunteers that are not screened by the City directly.
- g. Comply with all federal, state and local laws of any kind.
- h. Maintain and pay the annual membership fees for the following, if included in the Base Budget: Serra Library Cooperative System (Serra) to provide delivery services and cooperative purchasing agreements; Califa Purchasing Consortium Membership; California Library Association Institutional Membership; Southern California Library Literacy

Network Membership; and Innovative Users Group Membership (for at least the duration of the existing ILS Agreement).

7. Circulating and Reference Materials:

- a. In conjunction with adhering to the Collection Development Policy approved by the Library Board, establish a Collection Development Plan ("Collection Plan") which identifies a comprehensive set of procedures to guide the retention of existing materials and selection of new materials to be consistent with local community needs and best library practices. This Collection Plan should outline a schedule for regular, ongoing weeding of the collection, how analytics will be used to determine budget allocations, timeline and turnaround time for receiving and responding to review lists from the Centralized Support Unit ("CSU"), and the staff competencies required for those performing collection development duties.
- b. Review the Collection Plan on a regular basis to ensure it continues to reflect community needs. Written recommendations for any Collection Plan updates will be made with deference to local input with final decisions on any updates reasonably made by the City and/or Library Board.
- c. Provide in-depth collection development and management including a comprehensive analysis of the age; usage; relationship of print, non-print, and electronic resources; and imbalances in various areas utilizing evidenced based selection tools to allocate the materials budget. The collection should maintain a balanced representation of classic literature, foreign language materials, high-interest popular titles, and educational resources representing multiple, opposing viewpoints and diverse perspectives on each topic even if usage of certain titles is low. Patron-driving acquisitions, either through the established Purchase Suggestion process or through a mutually agreed-upon alternative method must be employed.
- d. Provide ongoing and systematic evaluation and refresh of existing materials, and recommend longer term collection growth in relation to the City's financial resources.
- e. Follow the established policy and procedures for Reconsideration of Library Materials approved by the Library Board.

8. Inter-Library Loan Program:

- a. To the extent this cost previously exists in the base budget; Maintain membership in OCLC (Online Computer Library Center) in order to provide a high quality and appropriate inter-library loan program.

9. Programming:

- a. Provide high-quality, effective educational, recreational, and cultural programs of interest to all age groups present in the community.
- b. All programs currently in place will continue and be analyzed with recommendations provided for the long-range plan documents (Strategic Plan) and information on new

program additions will be provided, in writing, to the City Manager or his/her designee and the Library Board. The Library Board has the right to discontinue any of the current programs. The City Manager or his/her designee has the right to discontinue any of the current programs if funding is unavailable. To the extent the Library Board or City Manager choose to continue the current programs during the Agreement term, LS&S agrees to provide the following programming/events and pay all program/event related expenses identified in the Base Budget or otherwise provided by volunteers or through other community support and funding, if any.

- Weekly baby, toddler, and pre-school story times including bilingual instruction.
  - Monthly book clubs for children, teens, and adults including a bilingual adult book club.
  - Monthly teen programs that provide opportunities for earning community service credit, developing leadership skills, and contributing to the direction of teen-related programming.
  - Minimum monthly Science, Technology, Engineering, Arts, and Mathematics (STEAM) programming for children, teens, and adults.
  - Minimum 7-week Summer Reading Challenge for adults, teens, children, and babies including weekly events.
  - Monthly special programs for all ages that celebrate local, regional, and national holidays and festivities; ALA (American Library Association)-sponsored campaigns; genealogy; Escondido's local history (Pioneer Room); educational seminars related to health, finances, technology; programs addressing trending topics such as coding, adult crafting, virtual reality, and 3-D printing; author events; writers' groups.
  - Monthly concert
  - Annual Food for Fines program where patrons can donate canned goods to eliminate up to \$20 in overdue fines and/or fees from their accounts
  - To the extent these programs exist at the execution of this agreement, continue existing content creation programs, Library YOU and Pop Up Podcast.
  - Read Local, Shop Local partnership with local businesses to provide discounts to Library cardholders.
  - Continue the partnership with San Diego Children's Discovery Museum to provide free, circulating passes for museum admission. To the extent partners are willing to participate, expand upon this program to include additional museums and institutions including but not limited to the California Center for the Arts, Escondido; Roynon Museum of Earth Sciences & Paleontology; San Diego Archaeological Center, and the Safari Park.
- c. Conduct regular outreach efforts including visits to school classrooms, attend back-to-school nights, and present at meetings of community groups, school media tech meetings, service clubs, and other local organizations, in addition to hosting tours of the Library, to promote the services, resources, and value of the Library. Partner with City departments to participate in City-sponsored community events such as but not limited to – Cruisin' Grand, Educator's Night Out, Neighborhood Services events, Farmer's Market, National Night Out Against Crime, etc.
- d. Ensure that all non-City program providers are properly permitted and insured and appropriate waivers have been executed by all participants in conformance with established City policy.



10. Facilities and Equipment:

- a. Work with Library Board, Library Staff and City officials to ensure effective building maintenance by promptly identifying and reporting problems with the facility.
- b. Provide daily janitorial services in Library facilities.

11. Systems:

- a. IT support is provided through shared services and is the responsibility of the City. LS&S will be responsible for supporting the City IT Department and the City Library's Integrated Library System ("ILS") required to effectively operate the Library. The pricing schedule provided for in this Agreement includes an adequate number of ILS seat licenses to effectively operate the Library. If any new branch libraries or outlets are added in the future, the costs for the additional ILS seat licenses required to support those locations are not included in the pricing schedule. Additional licenses will be the responsibility of the City. Established procedures shall be followed and expanded upon for regular maintenance of the ILS, including but not limited to software upgrades recommended by the vendor, regular weeding of inactive accounts based on 5 years on inactivity, removal of inactive email addresses, and regular clean-up of bibliographic records.
- b. Be responsible for supporting the City's IT acquisition and maintenance of any servers/hardware required for the ILS.
- c. Be responsible for coordinating with the City IT on any contingency plans or alternative solutions for planned or unplanned circumstances when the ILS is unavailable.
- d. Be responsible for reporting system outages and problems proactively via the use of the vendor's Support Portal and the City's IT Helpdesk system.
- e. Advise the Library Board and City as to recommendations in the area of automation that would enhance service and/or decrease overall operating costs. Technology professionals from LS&S will meet with technology professionals from the City on a semi-annual basis to discuss new technologies and opportunities to streamline library operations.
- f. Any equipment purchased by and belonging to LS&S and used for Library purposes must be asset tagged. It is the responsibility of LS&S to label any of its equipment accordingly. Any unlabeled equipment shall remain with the City
- g. The use of City-supplied computer equipment and software as well as internet and e-mail use requires the appropriate, efficient, ethical, and legal utilization of City computer hardware and network resources. The use of computer hardware and network resources must support the City's and the Library Board's objectives and be consistent with their missions. Users must abide by the City's and Library Board's policies, administrative directives, procedures, rules, regulations, and guidelines. If a user violates any such provisions, his/her access to the computer network and the use of computer equipment may

be denied. The City reserves the right to disallow any LS&S employee who violates any of the City provisions to provide Library services under this Agreement.

- h. LS&S understands and agrees to provide written acknowledgement from each employee providing Library services for the City that the employee has read and agrees to comply with City and Library Board's adopted procedures concerning the appropriate use of City computer and acceptable internet and email use on City's computers.
- i. LS&S will maintain participation in the CENIC Broadband Internet Project with the provision of a minimum 1 gbps fiber internet speed. Costs associated with the maintenance and upgrade of required corresponding hardware and software are included in the Operating Budget.
- j. LS&S will maintain participation in the FCC's Schools and Libraries Program, known as the e-Rate Program, for discounted internet access. In the absence of an existing third-party vendor to provide this internet service, LS&S will engage a third-party vendor and the costs of this vendor will be applied against the fees received.
- k. City IT will maintain Child Internet Protection Act (CIPA) compliance or similar federal and state laws by filtering internet access for users under the age of 18.
- l. City IT will maintain software licenses that provide for the protection of privacy of patrons utilizing public internet computers and ensure that any data downloaded to local hardware will be deleted between users.
- m. All technology software and maintenance costs for the automation system and Library specific software programs will be paid by LS&S as invoiced by vendors at a not-to-exceed amount identified within the City's Library Budget and agreed upon by LS&S as part of the annual budgeting process. LS&S will subsequently include the items on the next monthly City invoice for reimbursement at actual cost incurred.

**12. Planning and Performance Monitoring:**

- a. Work in partnership with the City and Library Board on positioning the Library for the future by assisting all stakeholders in Space and Service Planning for the existing and potential new library facility in order to optimize and expand the Library's capacity for collections, programs and related services. LS&S will prepare, at no additional expense to City, a comprehensive Needs Assessment and will reach out and work with all local stakeholders to provide community outreach and education efforts for a public funding initiative. LS&S will establish short- and long-term goals and objectives, to be approved by the City and Library Board, reflecting a course of action that continually improves Library service, and administrative procedures and policies that meet the changing requirements of the Library.
- b. As part of the development of the Strategic Plan, City, the Library Board, and LS&S shall work cooperatively to develop core Library performance measurements by which LS&S's performance under this Agreement can be objectively measured and compile monthly, quarterly, and annual reports to the City and Library Board regarding the same. California State Library Public Library Statistics for FY 2016-17 will be the

minimum reported benchmark measurements. LS&S will be responsible for submitting statistics to the California State Library and Institute of Museum and Library Services on an annual basis.

- c. LS&S, the Library Board and the City Manager or his/her designee shall meet annually to review and evaluate LS&S's performance during the term of this Agreement.

C. Excluded Services.

LS&S shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any Capital Items, which shall mean any capital acquisitions, improvements, or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures, or leasehold improvements of the Library.
2. Any amount of costs for unbudgeted repairs, maintenance, and/or upkeep of Capital Items owned by the City.
3. Any patron accommodations or structural improvements regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state, or local regulations.
4. The City will be responsible for major facility projects and upgrades concerning Library buildings, grounds, building systems, landscaping, HVAC, lighting, telecommunications, Internet access, and will be responsible for any capital improvements at Library facilities.
5. The City will be responsible for providing routine maintenance, including landscaping, phone, waste removal, recycling, pest control, fire extinguishers, and alarms in Library facilities. This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. LS&S will be responsible for janitorial services. LS&S shall work with Library Staff, the Library Board and City to ensure effective building maintenance by promptly identifying and reporting problems with the facilities. LS&S shall be responsible for utilities (gas, electric, water, sewer) at the base year rate of \$137,900; any increases above the base rate would be the City's responsibility at the actual cost incurred.
6. City will be responsible for insuring the Library property, facilities, fixtures, and furnishing against all perils and risk of loss.
7. City is responsible for providing any security services and equipment for the Library and surrounding areas as may be desired by City. City is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate.
8. The Library Board and City are responsible for setting all general policies that govern the operations of the Library and which are not inconsistent with the terms of this Agreement and the Library Board's management, including the Code of Conduct Policy, but excluding

policies related to staffing for which LS&S shall be responsible.

9. The City will provide and, when necessary, replace, all necessary software, hardware and related peripherals, for use by Library Staff for Library operations only and for the service of the general public including periodic replacement of aged or obsolete equipment as outlined in Schedule B. City will provide day-to-day maintenance and servicing of said software, hardware, and related peripherals. The City will provide, maintain, and service computer networks and the telephone system/network and equipment. City will maintain valid and current licensing and maintenance on all equipment and systems.
10. City will be responsible for all copier and printer costs, costs of operations and maintenance, toner, paper and other consumables.
11. City will be responsible for any future increases in wages and salaries mandated by Federal, State or Local regulations or legislation and unknown at the execution of this agreement that exceeds 3% in any given year.
12. City will be responsible for any goods or services, including payroll, that were rendered to the City prior to the Effective Date.
13. City will be responsible for alleged unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by LS&S at the time of the relevant incident.
14. City will be responsible for any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by LS&S at the time of such injuries.
15. City will be responsible for any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by City.

**D. Library Materials and Materials Handling Fee.**

The responsibility for adopting Library collection development policies will remain with the City and Library Board, and all Library Materials selections, in cooperation with the City and Library Board, will be the responsibility of Library Staff employed by LS&S. If and when requested by the City or Library Board, LS&S will, on behalf and for the benefit of those parties, attempt to negotiate favorable discounts and prices from library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, electronic materials (eBooks, eAudiobooks, eMagazines), audio and video materials and cases, automated reference services, binding, cataloging, and processing costs (collectively, "Library Materials").

If and when requested to purchase Library Materials by the City or Library Board, LS&S will have sole authority to select vendors, place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices, and in accounting for the cost of the Library Materials, LS&S shall include a fee of five percent (5%) of the cost of the

Library Materials ordered ("Materials Handling Fee").

E. Operating Budget, Charges and Payments.

1. Operating Budget and Charges.

Period	Charges ("Operating Budget")*		Min Library Materials
	Annualized	Monthly	
___ 1, 2017 to ___, 2018	\$___	\$___	\$___
July 1, 2018 to June 30, 2019	<b>\$2,545,000</b>	<b>\$212,083.33</b>	<b>\$250,000</b>
July 1, 2019 to June 30, 2020	<b>\$2,617,250</b>	<b>\$218,104.17</b>	<b>\$250,000</b>
July 1, 2020 to June 30, 2021	<b>\$2,701,818</b>	<b>\$225,151.46</b>	<b>\$250,000</b>
July 1, 2021 to June 30, 2022	<b>\$2,778,772</b>	<b>\$231,564.34</b>	<b>\$250,000</b>
July 1, 2022 to June 30, 2023	<b>\$2,858,185</b>	<b>\$238,182.10</b>	<b>\$250,000</b>
July 1, 2023 to June 30, 2024	<b>\$2,945,131</b>	<b>\$245,427.56</b>	<b>\$250,000</b>
July 1, 2024 to June 30, 2025	<b>\$3,034,685</b>	<b>\$252,890.39</b>	<b>\$250,000</b>
July 1, 2025 to June 30, 2026	<b>\$3,121,925</b>	<b>\$260,160.43</b>	<b>\$250,000</b>
July 1, 2026 to June 30, 2027	<b>\$3,216,933</b>	<b>\$268,077.75</b>	<b>\$250,000</b>

\* Library Materials are not included in the Operating Budget amounts indicated above. The City will determine the amount to be budgeted for Library Materials on an annual basis, the total amount of which will include sales tax, shipping, processing fees, and, the Materials Handling Fee. Payment by the City for Library Materials ordered and purchased by LS&S for the Library shall be made only on a reimbursement basis following submission of an invoice and documentation of expenditures.

On or before the first (1<sup>st</sup>) day of January of each calendar year that this Agreement is in effect, LS&S will provide the City and Library Board with the projected budget for the next Fiscal Year period (July 1 – June 30). The City and Library Board will review, comment, and negotiate the proposed budget with LS&S and approve the draft next Fiscal Year budget on or before May 1 pending final approval of the overall Library Budget by City Council. If the Parties have not reached such agreement thirty (30) days before the end of such Period, then the new charge shall be equal to the Charge for the last month of such Period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus three percent (3%).

The Operating Budget is contingent on other existing contractual terms, obligations, and responsibilities remaining the same, except as expressly noted herein.

2. Payments.

LS&S shall invoice the City twice-monthly in advance on or before the 1st and 15th of each month. City shall pay LS&S on a twice-monthly basis any invoiced reimbursables, as well as a pro-rata share of the annualized "Operating Budget" amounts. Such payment shall be made by the 15th and 30th of each month.

F. Staffing.

1. LS&S will employ qualified Library Staff sufficient to provide services and programs during all hours of Library operations and the necessary orientation and ongoing training and professional development to the Library Staff.
2. City Librarian or LS&S Corporate staff shall provide City and Library Board with notice whenever staff begin or end employment with LS&S at the Library so City can collect/distribute keys and equipment as well as enable/disable computer accounts and security codes. City Librarian shall maintain a checklist that is to be completed whenever staff are hired or shall no longer work at Library.
3. All personnel employed to perform the services necessary to operate the Library and to perform the other functions of LS&S shall be employees of LS&S, which shall pay all costs related to their employment.
4. LS&S's Library Staff will consist of a **minimum** of twenty-two (22) Full Time Equivalent (FTE) positions.

The staffing allocation shall be as follows:

- One (1.0 FTE) City Librarian\*
- Two (2.0 FTE) Librarians\*\*
- Four (4.0 FTE) Professional Support Positions (including Marketing/Outreach Coordinator, Program Coordinator, City Volunteer Coordinator and Literacy Coordinator)
- Thirteen (13 FTE) Library Support Personnel
- One (1.0 FTE) Office Manager/Administrative Assistant
- One (1.0 FTE) Janitor

\* Desirable Experience and Education: Master's degree in Library Science, Library and Information Science, or similar field from an ALA accredited college or university; five (5) years of progressively responsible professional library experience, including two or more years in a supervisory or lead capacity; or an equivalent combination of training and experience. Appointment of an individual to this position shall be subject to the approval of the Library Board and City Manager or his/her designee.

\*\* Desirable Experience and Education: Master's degree in Library Science, Library and Information Science, or similar field from an ALA accredited college or university; one (1) years of progressively responsible professional library experience; or an equivalent combination of training and experience.

From time to time, actual staffing levels may fluctuate due to normal turnover and attrition. LS&S agrees it will make a good faith effort to recruit and select qualified employees to fill vacancies within a reasonable period of time in order to maintain appropriate and necessary staffing levels. LS&S commits to giving a preference to qualified local residents to fill any such vacant positions to the extent permissible by law.

5. LS&S agrees to conduct background checks, to include a check for criminal and sex offender history, for all employees working within the Library facilities or for the Library in any capacity as part of its Library Staff. In addition, LS&S will comply with established City processes and protocols for Library volunteers, including any required background checks. The City will manage the annual budget and cover the costs of volunteer background checks.

**G. Special Conditions.**

LS&S may purchase goods for use in the administration and operation of the Library. Title to all tangible items purchased by LS&S on behalf of the City shall at all times reside in the City. If LS&S furnishes any goods to the City pursuant to this provision, LS&S will use good faith efforts to extend the manufacturer's warranty, if any, to the City. All goods, services, and materials designated within this Agreement are the responsibility of LS&S to procure. There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose as to any such goods and items.

**Schedule A  
Base Budget**

(Attached)

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CITY OF ESCONDIDO  
 FY 2017-18 Operating Budget  
 Line Item Detail

	2016-17 REVISED	2017-18 BUDGET	\$\$ Change	% Change
<b>001-104 LIBRARY</b>				
<b>5001-001-104 REGULAR FULL-TIME</b>				
1 Director of Library and Community Services	132,645	132,645	0	0.0%
1 Deputy City Librarian	94,755	94,755	0	0.0%
1 Division Coordinator	48,410	48,410	0	0.0%
7 Librarian III's	414,440	427,525	13,085	3.2%
3 Library Associates	137,860	138,220	360	0.3%
1 Library Customer Service Supervisors	58,980	58,980	0	0.0%
2 Library Technicians	106,865	106,865	0	0.0%
1 Principal Librarian	75,455	75,455	0	0.0%
3 Senior Librarians	199,295	204,060	4,765	2.4%
4 Senior Library Associates	213,730	213,730	0	0.0%
Bilingual Pay	6,500	6,500	0	0.0%
	<u>1,488,935</u>	<u>1,507,145</u>	18,210	1.2%
<b>5003-001-104 REGULAR PART TIME</b>				
1 Library Volunteer Coordinator (0.75)	40,075	40,075	0	0.0%
1 Graphics Technician (0.75)	0	39,140	39,140	#DIV/0!
	<u>40,075</u>	<u>79,215</u>	39,140	97.7%
<b>5004-001-104 TEMPORARY PART-TIME</b>				
0 + Circulation Assistants	10,330	0	-10,330	-100.0%
1 Department Specialists - Literacy Grant	16,795	16,795	0	0.0%
3 Department Specialists - Security (50 hrs/week)	27,300	28,120	820	3.0%
1 Graphics Technician	29,260	0	-29,260	-100.0%
1 Librarians	21,410	19,655	-1,755	-8.2%
10 Library Associates	178,460	178,460	0	0.0%
5 Library Pages	50,160	52,160	2,000	4.0%
1 Department Specialist - Pioneer Room	15,910	15,910	0	0.0%
Bilingual Pay	600	600	0	0.0%
	<u>350,225</u>	<u>311,700</u>	-38,525	-11.0%
5020-001-104 OVERTIME	1,500	1,500	0	0.0%
EMPLOYEE OVERHEAD:				
5025-001-104 OTHER EMPLOYEE OVERHEAD	63,080	64,980	1,900	3.0%
5026-001-104 PERS-NORMAL COST	480,145	161,710	-318,435	-66.3%
5029-001-104 PERS-UNFUNDED LIABILITY	0	340,535	340,535	#DIV/0!
5027-001-104 MEDICAL	249,565	248,600	-965	-0.4%
5028-001-104 WORKERS' COMPENSATION	27,435	24,160	-3,275	-11.9%
5030-001-104 FLEXIBLE BENEFITS	27,680	27,770	90	0.3%
<b>TOTAL, EMPLOYEE SERVICES</b>	<b>2,728,640</b>	<b>2,767,315</b>	<b>38,675</b>	<b>1.4%</b>
<b>5101-001-104 OFFICE/OPERATING SUPPLIES</b>				
Processing and Computer Supplies, Circulating Materials	31,000	26,400	-4,600	-14.8%

CITY OF ESCONDIDO  
 FY 2017-18 Operating Budget  
 Line Item Detail

	<u>2016-17</u> <u>REVISED</u>	<u>2017-18</u> <u>BUDGET</u>	<u>\$\$</u> <u>Change</u>	<u>%</u> <u>Change</u>
<b>001-104 LIBRARY</b>				
<b>5126-001-104 MAINTENANCE OF EQUIPMENT</b>				
Calendar/Room Reservation Agreement	3,400	2,210	-1,190	-35.0%
Catalog Enriched Content	2,700	2,700	0	0.0%
Cataloging System	16,730	17,310	580	3.5%
Digital Microfilm Reader	1,670	0	-1,670	-100.0%
<del>Filtering/Internet Management</del> Public Internet Filtering/Public				
Internet Reservations	2,170	1,500	-670	-30.9%
Firewall Internal Connections	0	0	0	#DIV/0!
<del>Library Catalog Software Features</del> Circulation Analytic Software	8,100	8,600	500	6.2%
Mailing Equipment Service Agreement Maintenance	2,440	2,440	0	0.0%
Main Library Security System	4,200	4,165	-35	-0.8%
Office Machine Maintenance	1,550	0	-1,550	-100.0%
Other Equipment Repairs	4,000	0	-4,000	-100.0%
Office Equipment Maintenance	0	6,000	6,000	#DIV/0!
Pioneer Room Copier Lease	700	0	-700	-100.0%
Public Computer Station Replacement	10,000	10,000	0	0.0%
Self Checkout Maintenance Agreement	3,700	0	-3,700	-100.0%
Volunteer Database	500	500	0	0.0%
Public Computer Licenses	14,500	0	-14,500	-100.0%
Integrated Library System Maintenance	0	47,460	47,460	#DIV/0!
Staff Scheduling Software	0	350	350	#DIV/0!
	<u>76,360</u>	<u>103,235</u>	<u>26,875</u>	<u>35.2%</u>
<b>5131-001-104 PROFESSIONAL SERVICES/CONTRACTS</b>				
Public Internet Access	24,005	24,200	195	0.8%
<b>5159-001-104 OTHER MAIL</b>				
Postage	3,500	2,000	-1,500	-42.9%
<b>5160-001-104 TRAINING AND MEETINGS</b>				
Seminars, Conferences, Workshops	150	150	0	0.0%
<b>5162-001-104 DUES AND SUBSCRIPTIONS</b>				
Califa Purchasing Consortium Membership	400	400	0	0.0%
California Library Association Institutional Membership	750	750	0	0.0%
SCLLN Membership	50	50	0	0.0%
Serra Membership	6,000	6,025	25	0.4%
Innovative Users Group	0	100	100	#DIV/0!
	<u>7,200</u>	<u>7,325</u>	<u>125</u>	<u>1.7%</u>
<b>5163-001-104 AUTO ALLOWANCE</b>				
Director of Library and Community Services	5,100	5,100	0	0.0%
<b>5166-001-104 OTHER DUPLICATING</b>				
Library Brochure, Cards, Stationary	2,000	2,000	0	0.0%
<b>5167-001-104 ADVERTISING AND PRINTING</b>				
Miscellaneous	1,200	1,200	0	0.0%

CITY OF ESCONDIDO  
 FY 2017-18 Operating Budget  
 Line Item Detail

	<u>2016-17 REVISED</u>	<u>2017-18 BUDGET</u>	<u>\$\$ Change</u>	<u>% Change</u>
<b>001-104 LIBRARY</b>				
<b>5170-001-104 UTILITIES</b>				
Literacy Learning Center	2,500	2,500	0	0.0%
Gas/Electric	134,005	126,070		
Mathes Center (50%)	<u>10,040</u>	<u>9,330</u>	-710	-7.1%
	146,545	137,900	-8,645	-5.9%
<b>5173-001-104 OTHER TELEPHONE</b>				
Call Processing/Repairs	295	295	0	0.0%
Cell Phones	<u>450</u>	<u>720</u>	270	60.0%
	745	1,015	270	36.2%
<b>5190-001-104 OTHER EXPENSE</b>				
Volunteer Recognition	1,000	1,000	0	0.0%
Parking Garage Maintenance	<u>0</u>	<u>4,500</u>		
	1,000	5,500		
<b>5193-001-104 SOFTWARE</b>				
Computer Software Maintenance & Subscriptions	18,000	19,290	1,290	7.2%
<b>TOTAL, M &amp; O</b>	<b>316,805</b>	<b>335,315</b>	<b>18,510</b>	<b>5.8%</b>
<b>5125-001-104 BUILDING MAINTENANCE</b>	<b>240,835</b>	<b>252,775</b>	<b>11,940</b>	<b>5.0%</b>
<b>5164-001-104 FLEET SERVICES</b>	<b>10,710</b>	<b>9,780</b>	<b>-930</b>	<b>-8.7%</b>
<b>5165-001-104 DUPLICATING</b>	<b>18,020</b>	<b>20,365</b>	<b>2,345</b>	<b>13.0%</b>
<b>5172-001-104 TELECOMMUNICATIONS</b>	<b>31,080</b>	<b>31,120</b>	<b>40</b>	<b>0.1%</b>
<b>5178-001-104 OFFICE AUTOMATION</b>	<b>209,060</b>	<b>173,500</b>	<b>-35,560</b>	<b>-17.0%</b>
<b>5183-001-104 INSURANCE</b>				
General Liability Insurance	54,770	41,750	-13,020	-23.8%
Property Insurance	<u>50,605</u>	<u>38,135</u>	-12,470	-24.6%
	105,375	79,885	-25,490	-24.2%
<b>TOTAL, INTERNAL SERVICE CHARGES</b>	<b>615,080</b>	<b>567,425</b>	<b>-47,655</b>	<b>-7.7%</b>
<b>SUBTOTAL, LIBRARY</b>	<b>3,660,525</b>	<b>3,670,055</b>	<b>9,530</b>	<b>0.3%</b>
<b>5901-001-104 ALLOCATED IN</b>				
Community Services/Recreation-Support	46,400	0	-46,400	-100.0%
<b>5902-001-104 ALLOCATED OUT</b>				
Community Services/Recreation-Administration	(65,385)	0	65,385	-100.0%

**CITY OF ESCONDIDO**  
**FY 2017-18 Operating Budget**  
**Line Item Detail**

	<u>2016-17</u> <u>REVISED</u>	<u>2017-18</u> <u>BUDGET</u>	<u>\$\$</u> <u>Change</u>	<u>%</u> <u>Change</u>
<b>001-104 LIBRARY</b>				
Community Services/Recreation-Graphics	<u>(4,075)</u>	<u>0</u>	4,075	-100.0%
	(69,460)	0	69,460	-100.0%
<b>TOTAL, LIBRARY</b>	<b>3,637,465</b>	<b>3,670,055</b>	<b>32,590</b>	<b>0.9%</b>

## **Schedule B Technology Support Services**

### **Section 1: Purpose**

The purpose of this Schedule B is to set forth additional terms of the Agreement regarding the responsibilities of the City, acting through its Information Services Department and LS&S, acting through its employees assigned to operate the Library

### **Section 2: Definitions**

The words and phrases used in this Schedule B shall have the same meaning as provided in the Agreement. In addition, the following words, phrases, and abbreviations shall have the following meanings:

**"ILS"** means Integrated Library System.

**"IS Department"** means City's Information Services Department.

**"IS Director"** means City's Director of Information Services or designee.

**"Library Director"** means LS&S's employee serving in the position of Director of the Library.

**"Library Staff"** means LS&S's employees, including the Library Director, assigned by LS&S to perform the on-site services provided by LS&S to City pursuant to this Agreement.

**"PC"** is the abbreviation used for "personal computer."

**"UPS"** is the abbreviation for "uninterruptible power supply", which is a device that provides battery backup when the electrical power fails or drops to an unacceptable voltage level.

### **Section 3: Scope and Responsibilities**

#### **A. Administration and Management**

- (1) *Technology Coordination.* The IS Director will meet with the Library Director and the LS&S Technology Representative approximately every six months, at a mutually agreeable date and time, to discuss technology needs, upcoming initiatives and any service or support concerns relating to Library operations.
- (2) *Technology Procurements.* City shall be responsible for establishing the appropriate standards and providing update or refreshment schedules for City provided hardware and software. Any non-standard hardware or software request must be justified and approved by the IS Director. City shall be responsible for purchasing and replacing all City-provided computing hardware and associated peripherals, including desktop PC's, laptops, monitors, mice, keyboards, printers, copiers, fax machines, scanners, etc.

- (3) *Vendor service agreements and contracts.* City will enter into and maintain applicable service agreements or support contracts on City-provided computer equipment. The City will be responsible for maintain equipment is good working order at all times. Licensing will be appropriate and valid for the Library systems and software. Maintenance agreements and software support agreements will be kept current and accessible for support requirements.
- (4) *Technology planning and budgeting.* Library Staff and LS&S IT shall be responsible for preparing a written annual Technology Plan that defines the needs and technology solutions to meet those needs. Library shall solicit and receive comments and suggestions from City staff and other interested parties identified by the City in defining existing problems, necessary changes, and/or desired enhancements to technology services at the Library. LS&S, through the Library Director and LS&S IT, and City, through the IS Director, shall work together to review and define the Library's technology needs for purposes of long range planning, development of mid-year and fiscal year budgets and inclusion in the annually updated Technology Plan.
- (5) *Equipment inventory and lifecycle management.* The City IS Department shall be responsible for maintaining and updating inventories of City-owned technology assets, including the software loaded on all City-owned computers. The IS Department shall be responsible for picking up and properly preparing City-owned equipment for disposal, including a process for ensuring that all data is removed from the equipment. The IS Department will update the inventory and provide inventory revisions to the Library Director upon request.
- (6) *Audit and Review of Third-Party Network Connections.* Any third-party systems or connections into the City's computer network must be pre-approved and will be subject to initial and periodic security review by the City. Any required corrective actions are to be implemented immediately, and closure is to be confirmed by the IS Director.
- (7) *Internet content filtering management.* City shall be responsible for:
  - (a) Administering and monitoring the Internet Filter that serves the Library patron computers; and
  - (b) Providing annual support and maintenance costs associated with the filtering software for public terminals.

Library computers will be filtered for protection against Web-based threats, such as: malware, spyware, malicious sites, botnets and key loggers.
- (8) *Library website and URL namespace.* LS&S shall be responsible for the setup and maintenance of the Library's content on the Library's web portal. City will maintain the annual renewal for the Library's URL namespace. The City shall be responsible for hosting the library website in accordance with service levels outlined below.
- (9) *Support requests.* Incidents or requests for support should be reported to the City IS

Department Help Desk via any of the following means:

- (a) User Support Portal - typing in URL in their internet browser (<http://helpdesk>)
- (b) Calling (760) 839-4357
- (c) Emailing [support@escondido.org](mailto:support@escondido.org)

**If the incident is urgent, users should call the Help Desk, rather than using the support portal or emailing.** IS Department support hours being 8:00 A.M. to 6:00 P.M. Monday through Thursday and 8:00 A.M. to 5:00 P.M. on Friday central time (except on City holidays). For urgent issues and outages, Library Staff may request IS Department emergency support outside of the standard support hours.

- (10) *Compliance with IT Department policies and procedures.* LS&S employees using City-provided computing technology and equipment will be expected to adhere to all City technology usage policies, requirements and standards.
- (11) *City-provided user and email accounts.* The IS Department shall be responsible for creation and maintenance of all City domain user accounts and City e-mail accounts. The Library Director shall inform the IS Director as soon as possible after any staff terminations so that user access to core information technology resources can be revoked in a timely manner. To the extent feasible, the Library Director shall inform the IS Director in advance of any employment termination date of a Library Staff employee if there is reason to believe the employee whose separation from employment may result in a risk to the condition or security of the hardware, software, or data to which said employee has access. The City will make appropriate allowances for LS&S employees' access to LS&S business systems such as Email, HQ, Timesheets, etc. for the purposes of conducting normal LS&S business operations. This may include the requirement to install non-City software or modify software to accommodate the normal operation.
- (12) *Inventory Lists; Support Matrix.* IS Department staff and Library Staff and LS&S IT shall coordinate and cooperate in the preparation and maintenance of an inventory list of the hardware, installed software, and other computing technology equipment located in or assigned for use as part of Library operations. The inventory shall set forth the owner or provider of the hardware, software or equipment. IS Department staff and Library Staff shall also coordinate and cooperate with respect to development of a support matrix relating to the above inventory setting forth the party responsible for obtaining and/or providing support relative to the hardware, software, and/or equipment shown on the inventory. The initial inventory of installed software subject to this Paragraph (12) is agreed to be as set forth in Exhibit 1 to this Schedule B.

**B. City Facility**

- (1) *Security cameras.* City is responsible for the configuration and maintenance of the security cameras and associated equipment and network at the Library. Library Staff shall be responsible for reviewing security camera "video" in the event of an incident and contacting law enforcement authorities as appropriate.

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- (2) *Technology equipment rooms.* The City IS Department is responsible for coordinating and working with City's Facilities Management Department to maintain power, UPS, air conditioning, environmental monitoring of the functioning equipment rooms.
- (3) *Audio visual equipment.* City is responsible for providing maintenance and support for all new and existing audio/video, systems in use at the library. Support includes: projector lamps, supplies, parts, repairs, preventative maintenance and any necessary adjustments. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee. The City will be responsible for providing appropriate documentation and training on the proper usage of the equipment.

**C. Library Automation System (Polaris)**

LS&S currently maintains Polaris on its Customers sites. Should the Customer choose to migrate to Polaris, at the Customers expense, LS&S will be responsible for providing and supporting the Polaris Integrated Library System (ILS), as well as other automation systems required for effective operation of the Library. LS&S shall be responsible for acquisition, licensing and maintenance of any service/hardware required for the Polaris automation systems.

**D. Desktop Computing**

- (1) *General.* All City-owned desktops and laptops will have antivirus and desktop management agents installed, where applicable. Only software provided by or approved by the City shall be loaded on City-owned computers. IS Department staff will not be required to install any additional software provided by LS&S without proof of purchase or a copy of the license agreement. Any computer, server or network hardware provided by LS&S or any third-party must be pre-approved by the IS Department and must adhere to City standards before being connected to City-owned computer hardware or the City's data network. Library Staff shall be responsible for ensuring that all City-owned equipment is well maintained operated in accordance with the manufacturer's instructions and the City's direction. LS&S shall be responsible for failures caused by improper operation, cleaning or maintenance; accidents, damage, misuse or abuse caused by a LS&S employee
- (2) *Staff computers.* The City IS Department is responsible for the support of all City-provided computers which are designated for use by Library staff in performing their job functions. Support includes: installation of hardware and software, configuration, installation of operating system patches and updates, and troubleshooting of hardware, software or network connectivity problems. IS Department staff will provide assistance with supported applications which shall include: installation and updating of software; troubleshooting of common problems; and help with basic usage. IS Department staff will help users perform their job functions using computer technology but will not perform those functions for them. For example, IS Department will not create documents or design databases or web pages for users.



- (3) *Patron computers.* City Staff is responsible for the support of all City provided computers which are designated for use by library patrons which shall include operating system patches and updates; the troubleshooting of hardware, software or network connectivity problems. IS Department staff will work in conjunction with Library Staff and LS&S IT to troubleshoot and resolve any connectivity issues that may be associated with the City-provided data network.
  
- (4) *Other LS&S owned and provided hardware/software.* Library Staff shall be responsible for the support and maintenance of all LS&S-owned or provided hardware and/or software.

**E. Server Hardware and Operating Systems**

- (1) *City provided Servers.* The City IS Department is responsible for the support of all City-provided servers which are housed at the Library or designated for use by Library Staff or patrons, which shall include: installation, configuration, installation of operating system patches and updates and the troubleshooting of hardware, software or network connectivity problems.
- (2) *LS&S provided Servers.* LS&S shall be responsible for acquisition; licensing and maintenance of any LS&S-provided computing system or service. Any computer, servers or network hardware provided by LS&S or any third-party must be pre-approved by the IS Director and adhere to City standards before being connected to City-owned computer hardware or the City's data network.

**F. Telephone, Network, Internet, and Printers**

- (1) *City network connectivity (to facility and to staff).* The City IS Department is responsible for the maintenance and operation of all City-provided network equipment, including the configuration, support and maintenance of all routers, switches, firewalls and associated Ethernet and fiber connectivity.
- (2) *Wireless network connectivity.* The City IS Department is responsible for the maintenance and operation of all City-provided wireless network equipment, including the configuration, support and maintenance of wireless access points and associated routers, firewalls and cabling.
- (3) *City internet connectivity.* The City IS Department is responsible for the maintenance and operation of City-provided internet connectivity, including: modems, routers, switches and associated cabling. As of the Effective Date, City provides internet connectivity for the use of library patrons and Library Staff computers.
- (4) *Telephone system.* The City IS Department is responsible for the maintenance and operation of all City provided voice communications equipment at the Library, including: VoIP/PBX equipment, handsets and associated cabling.
- (5) *Printers and Copiers.* City Staff is responsible for the support of all City provided printers and copiers which are designated for use by library patrons. The City shall be responsible for the paper, toner, maintenance and repair costs of all printers and copiers for use by library patrons.

**Exhibit 1 to Schedule B**

Software used in Library: **TBD**

<b>Software</b>	<b>Operational Responsibility</b>	<b>Financial Responsibility</b>
<b>Polaris</b>	LS&S	City
<b>Cassie/Cassie Manager*</b>	LS&S w/City IT support	City
<b>Winselect on Enterprise Server</b>	LS&S w/City IT support	City
<b>Deep Freeze on Enterprise Server</b>	LS&S w/City IT support	City
<b>Magic Info</b>	LS&S for content creation. City IT support for server	City
<b>Websense*</b>	LS&S	City
<b>McAfee Antivirus</b>	City	City
<b>Windows</b>	LS&S w/City IT support	City
<b>MS Office</b>	LS&S w/City IT support	City

\*or equivalent software

## **Exhibit 2 to Schedule B**

### **Service Level Agreements**

This section is reserved for guidelines on measurable service level objectives. The intent of service level definition is to understand the expectations for key library and technology services and mechanisms for measurement.

### **Technology Metrics**

The metrics identified are critical to the reliable service delivery and operations of a library.

### **Measurement**

- Response to Troubles or Trouble Tickets – Response to priority 1 issues will be 4 hours after notification. Once issues are acknowledged, the responsible party will act appropriately to resolve the issue. Priority 1 issues will receive the highest response and activity until resolved or downgraded. Responses to lower priority items will be based on acknowledge and assignment of action within a time that is appropriate to the condition or impact.
- Wi-Fi and Circuit Availability – access to communications is critical to normal operations of a library. Patron access to reliable communications is to be maintained at or above 98% availability during normal business/library hours.
- Wi-Fi and Circuit Throughput and bandwidth – Libraries provide a necessary public service to patron and staff via wireless and internet communications. It is expected that these services be monitored and measured to ensure patrons are not experiencing consistent delays and packet latency. As a benchmark, latency to the internet should be under 30 ms Round Trip delay as measured to the nearest server on a public network. Upload and Download speeds will be appropriate to the size of the library community and will be monitored and adjusted as needed.
- Patron Computers and Printers – access to patron computers, printers, and copies are to be maintained to 98 % availability. Patron computers are to be protected by anti-spam and anti-virus and locked down in such a manner as to allow for normal user interaction without allowing installation and modification.
- Staff Computers – access to the LS&S library management systems is critical to the operations of a library. While staff systems have “off line” modes available with limited function, it is expected that all staff computers be maintained and provided at 99% availability. This availability is slightly higher than patron systems due to its role in the library. Updates to operating system are to be reviewed and applied routinely or minimally quarterly.
- Web Systems Availability – access to the library web site will be maintained to 98% availability.
- Security – systems integrity will be protected by firewalls, policies, and physical controls maintained by the City. Filters and changes to virus definitions are to be maintained and updated within 72 hours of release. Critical server updates are to be applied as per vendors release schedule.

## **Definitions**

- Priority 1 issue is an out of service condition that impacts library operations and patron activity.
- Priority 2 issues are an equipment or process failure that is limited in scope or impact. Priority 2 issues can be a single system or process being out of service or impaired. Priority 2 impacts are limited as to scope and service delivery.
- Priority 3 issues are minor in scope or limited in span and impact. This can also include items that require order or installation.
- Notification – call, email, text, trouble ticket generation, or conversation indicating an issue.
- Response – initial notification and confirmation of an issue.
- Resolution – Ticket closure with satisfactory return to normal operations.



## FUTURE CITY COUNCIL AGENDA ITEMS

Updated October 12, 2017

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.  
CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617*

**October 25, 2017**  
**4:30 p.m.**

**CONSENT CALENDAR**

**Approval of CalPERS Industrial Disability Retirement for Police Officer Scott Gudehus**  
(S. Bennett)

*Request the City Council approve the Industrial Disability Retirement for Police Office Scott Gudehus.*

**Approval of CalPERS Industrial Disability Retirement for Fire Engineer John Grimm**  
(S. Bennett)

*Request the City Council approve the Industrial Disability Retirement for Fire Engineer John Grimm.*

**Bid Award for the Purchase of 2018 Ford Interceptor Utility Vehicles for Police Patrol and Fire Prevention**  
(S. Bennett)

*To procure new Police Patrol and Fire Prevention vehicles in accordance with the City's Vehicle Replacement Policy. On September 18, 2017, request for bids was duly published and emailed to eight vendors. Four bids were received and opened on October 2, 2017.*

**PUBLIC HEARINGS**

**Short-Form Rent Review Board Hearing for Town & Country Club Park**  
(B. Martin)

*The amount requested covers a 24-month period of consideration from December 31, 2014 to December 31, 2016. The Park is requesting 75 percent of the change in the Consumer Price Index for the period of 3.339 percent of the 152 spaces subject to rent control, the park is requesting an increase for 21 spaces with new leases, vacancies, or park owned coaches. The average space rent for the 131 remaining spaces is \$505.69. The requested average monthly increase per space is approximately \$14.30.*

**CURRENT BUSINESS**

**Sale of 480 North Spruce, 455 North Quince, and 525 North Quince to Badiee Development**  
(J. Epp)

*Badiee Development has submitted an offer to purchase the subject properties for the development of an industrial project. The City's appraisal validated the offer. Staff will return to Council for approval of a purchase and sale agreement once it is completed.*

**October 25, 2017**  
**Continued**

**CURRENT BUSINESS Continued**

**Fiscal Year 2016 Housing Related Park Program Grant Fund Budget Adjustment**  
(J. Goulart)

*The City of Escondido has been awarded \$1,207,000 in grant funds from the California Department of Housing and Community Development to complete park/recreation facilities projects in low-moderate income areas. A budget adjustment is necessary to accept funds and begin projects.*

**FUTURE AGENDA ITEMS (D. Halverson)**

**November 1, 2017**  
**4:30 p.m.**

**CONSENT CALENDAR**

**Proposed Rate Increase from Escondido Disposal for Solid Waste and Recycling Rates/Fees for Residential and Commercial Collection**  
(J. Goulart)

*Escondido Disposal's Solid Waste and Recycling Services Rates and Fees are reviewed annually and adjusted accordingly based on a CPI formula as required in the City's contract with Escondido Disposal.*

**PUBLIC HEARINGS**

**CURRENT BUSINESS**

**Solutions for Change Request for Funding**  
(B. Martin)

*Historically, Solutions for Change has received federal funds for their family homeless program. Federal guidelines require recipients follow a "Housing First" model that Solutions for Change is fundamentally opposed. Solutions for Change has initiated the Mission: SolveIt Initiative to replace these federal funds while they work to change federal policy. Federal Housing and Urban Development (HUD) funds cannot be used to fund this request. Reprogrammed recycled Redevelopment Funds or General Funds may be used to fund this request.*

**FUTURE AGENDA ITEMS (D. Halverson)**

# Weekly Activity Report



October 12, 2017

## FEATURED THIS WEEK

### Our Community Gives Back!

Emmanuel Faith Community Church held a “Serve Day” on Saturday, October 7, 2017 focusing on City beautification at Kit Carson Park and the Neighborhood Transformation Project area III (NTP III) which includes the area between W. 5<sup>th</sup> Ave. to W. 9<sup>th</sup> Ave. and from S. Pine St. to S. Tulip St. 162 volunteers participated alongside City staff from the Escondido Police Department and Public Works.

Emanuel Faith’s video: <https://www.youtube.com/watch?v=IICFOHTusG4>

For more information about the NTP clean-up, see the Police Event section of this week’s report.

### Escondido Sends Units to California Wildfires

Escondido Fire Department Captain Head, Engineer Good and Firefighter Paramedics Smith and McCauley (OES 8632) were deployed to the Canyon 2 Fire in Anaheim Hills. As of midday Wednesday, the blaze had charred 8,000 acres and was 45 percent contained. Authorities said a total of 15 structures, many of them homes, were destroyed in the blaze. Nearly a dozen more homes were damaged in the ferocious blaze. The cause of the Canyon 2 Fire was unknown.

Escondido Fire Department Engineer Dominic Polito was deployed to the Tubbs Fire in Sonoma County as a Public Information Officer. The Tubbs Fire has burned over 28,000 acres of the Santa Rosa area and is responsible for 11 deaths in Sonoma County, making it the sixth-deadliest fire in California history.

## SPECIAL EVENTS

### WOW Jam Escondido

Saturday, October 14 | Grape Day Park

<https://www.wowjam.com/escondido-wow-jam/>

### Grand Avenue Festival

Sunday, October 15 | 9 a.m. to 5 p.m. along Grand Avenue in Downtown Escondido

Formally known as the Escondido Street Faire... The Grand Ave Festival is bigger and better than ever! Over 500 vendors, live entertainment, and food from around the world have combined to make the Grand Ave Festival the 2nd largest street fair in California and a family tradition since 1989. <http://escondidochamber.org/>



## COMMUNITY DEVELOPMENT

### Major Projects Update

The following major projects are currently being reviewed and coordinated with Planning, Engineering, Fire, Building and Utilities staff. A complete description of each project can be viewed [here](#). Updates provided below cover project milestones that occurred last week.

#### Commercial / Office:

1. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted on July 31, 2017. The applicant submitted revised grading and landscape plans and a storm water management plan three weeks ago. Revised elevations were submitted to Planning on October 3, 2017.
2. Centre City Commercial Center (Developer: Todd Dwyer) SE corner Centre City/Mission – The expedited plan check process for the grading, building and landscape plans and the final parcel map started on July 25, 2017. Review is concluding and plans are close to approval, but minor comments remain so coordination with Engineering is underway to try to avoid the need for a third plan check. Comments on the carwash building plans were sent by Planning on October 2, 2017. The precise grading plan for the carwash lot was submitted last week.

#### Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Revised grading, landscape, and street and improvement plans were submitted by the applicant on July 14, 2017. Engineering and Planning comments on those plans were returned to the applicant on August 11, 2017. The applicant resubmitted revised grading, landscape, and street improvement plans on September 15, 2017. Another revised grading plan was submitted last week.
2. Exeter Harmony Grove Industrial Development (Developer: John Couvillion, Badiie Development) 1925 and 2005 Harmony Grove Road – This proposed combination of the previously approved Victory and Innovative Industrial Projects into an 11.04-acre site for a single-tenant 212,000 square foot industrial building was submitted as a modified Master and Precise Plan on September 25, 2017. Plans were distributed to all departments the following day for initial review and comments. Initial comments were returned to the applicant on September 29, 2017, with the remaining department comments sent on October 5, 2017. A Planning Commission hearing is anticipated on November 28, 2017. Grading plans were submitted for concurrent, expedited processing on October 11, 2017.
3. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – This project has participated in the expedited plan check program. The demo has been completed. Building plans were approved by Esgil, Planning and Fire the last week of June. The grading permit was issued two weeks ago. The applicant has not started construction and is now proposing changes to the plans that would remove the basement level and potentially increase the building height.

## **City Projects**

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The lawsuit challenging the project approval has been settled and it is expected that a contract for engineering design will be considered soon.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Staff is now coordinating with the consultant to final the EIR and start the decision-making process.

## **Institutional**

1. Self-Realization Fellowship Center (Developer: John Pyjar, Domusstudio Architecture 1840 Del Dios Rd. – The CUP application was submitted on November 14, 2016. The applicant resubmitted revised plans and technical studies on May 19, 2017, and staff has been issuing comments on the various documents. Another resubmittal from the applicant was received on August 22, 2017. Comments from Engineering and Utilities were sent to the applicant last week and a follow-up meeting with the applicant occurred on October 4, 2017. A revised project submittal is expected soon.
3. Chalice Unitarian Universalist Congregation (Developer: Pete Bussett, Bussett Architecture) 2324 Miller Avenue – This CUP to expand an existing 3,300 square foot religious facility by adding approximately 3,100 square feet of multi-purpose building and foyer was originally submitted in November of 2015. The applicant has been revising the project to respond to staff comments and meet the needs of the congregation. The Mitigated Negative Declaration is now in a public review period that extends from September 29, 2017 to October 18, 2017.

## **Residential**

1. Citron (formerly Stella Park) (Developer: William Lyon Homes) 63 condo units at 2516 S. Esc. Blvd. – Building plans were submitted on April 6, 2017. Esgil and Planning have provided comments. Fire has approved the building plans. The rough grading has been completed on the site. The applicant resubmitted the precise grading plan on July 14, 2017. Engineering returned comments on August 15, 2017. The applicant has submitted revised grading plans and discussions are on-going regarding potential storm water solutions.
2. Wohlford (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. –City staff is currently working to complete negotiations on the terms for the Development Agreement and schedule the item with the Planning Commission for review and consideration, most likely in January of 2018.
3. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A second revised tentative map depicting various minor changes and clarifications to roads, easements and drainage facilities was submitted on April 25, 2017. Revised technical engineering reports as well as responses to staff comments also

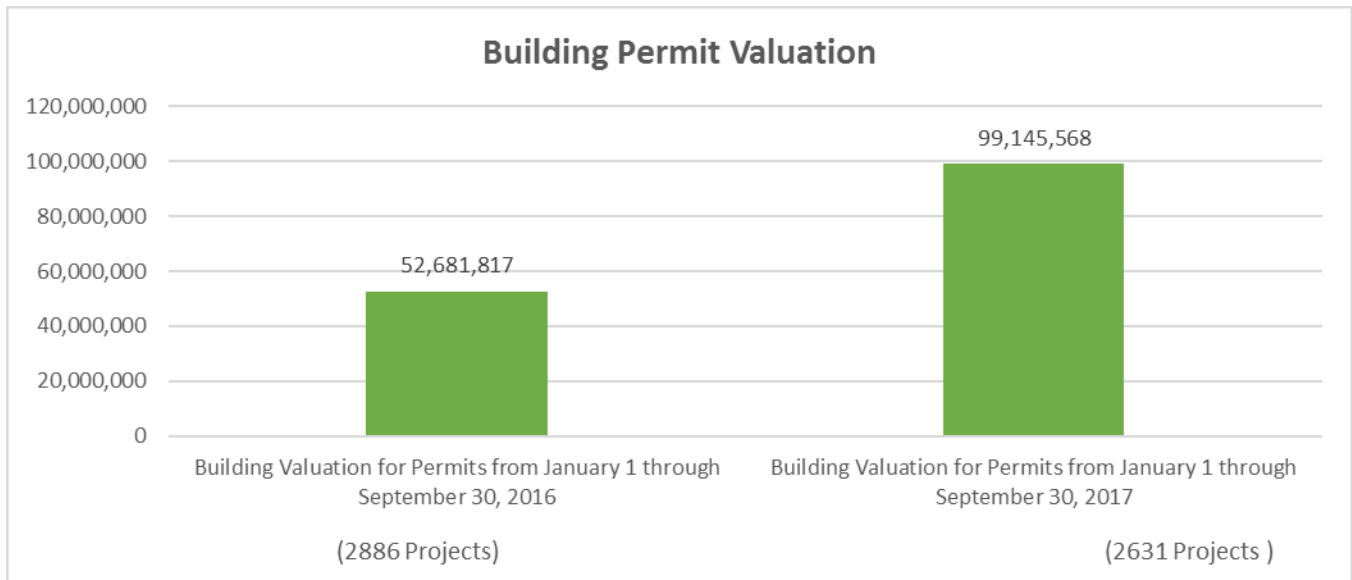
have been submitted for review. The revised studies have been loaded on the City's website at the following link: [Safari Highlands Ranch Specific Plan - City of Escondido](#). The applicant filed revised emergency access plans on September 15, 2017. These plans are currently being reviewed by Fire, Engineering and Planning. A Notice of Availability for the Draft EIR was issued on October 16, 2017. The Draft EIR has a 52-day public review period that starts on October 16 and ends on December 7, 2017. The Draft EIR and appendices have been posted on the Safari Highlands website link.

4. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017. Staff comments on the revised tentative map were issued the last week of July. Staff met with the applicant recently regarding unresolved project design issues.
5. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – Building plans have been approved by Esgil, Planning and Fire. Grading plans have been approved by Utilities, Planning and Fire. A street vacation for right-of-way frontage along Grand Avenue is pending. Demolition is complete and permits are nearly ready to be issued.
6. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 392 residences – Planning staff has provided a location on the city's website for ECC project-related documents and plans. A 45-day public review period for the Draft EIR ended on August 18, 2017. The Final EIR including responses to the comments that were received has been completed. The Final EIR and appendices have been placed on the city website. It is anticipated that the Planning Commission will review and consider the Project application on October 24<sup>th</sup> to make a recommendation to City Council. This information along with project status and other related information can be accessed at the following link: [ECC - City of Escondido](#)
7. Ivy/Valley Parkway Mixed-Use Development (Developer: Abad Rahan Pars Inc./ Norm Wieme, Architect) 20 condo units at 113 N. Ivy - The applicant has indicated that grading and building plans are expected to be submitted into plan check soon. The reimbursement agreement for new water infrastructure that will be installed by the project in the adjoining alley is being readied for City Council approval.
8. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – A new annexation survey of surrounding property owners was mailed out at the request of LAFCO. A neighborhood meeting hosted by staff and the project applicant occurred on August 9, 2017. The applicant has reviewed drainage issues with the Engineering Division and a revised tentative map has been submitted.
9. Aspire (106 condo units on Municipal Lot 1) and The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of three separate downtown project sites proposed for mixed-use, residential and parking garage components on Parking Lot 1, Parking Lot 4 and the former Escondido Surgery Center property. Applications were submitted for entitlement processing on June 23, 2017. A project kick-off meeting with the applicant and city staff occurred on July 13, 2017. On July 24, 2017,

staff sent a letter to the applicant indicating the project application submittal was incomplete. Subsequent meetings with the applicant and staff have been on-going.

10. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017.

**Building Division**

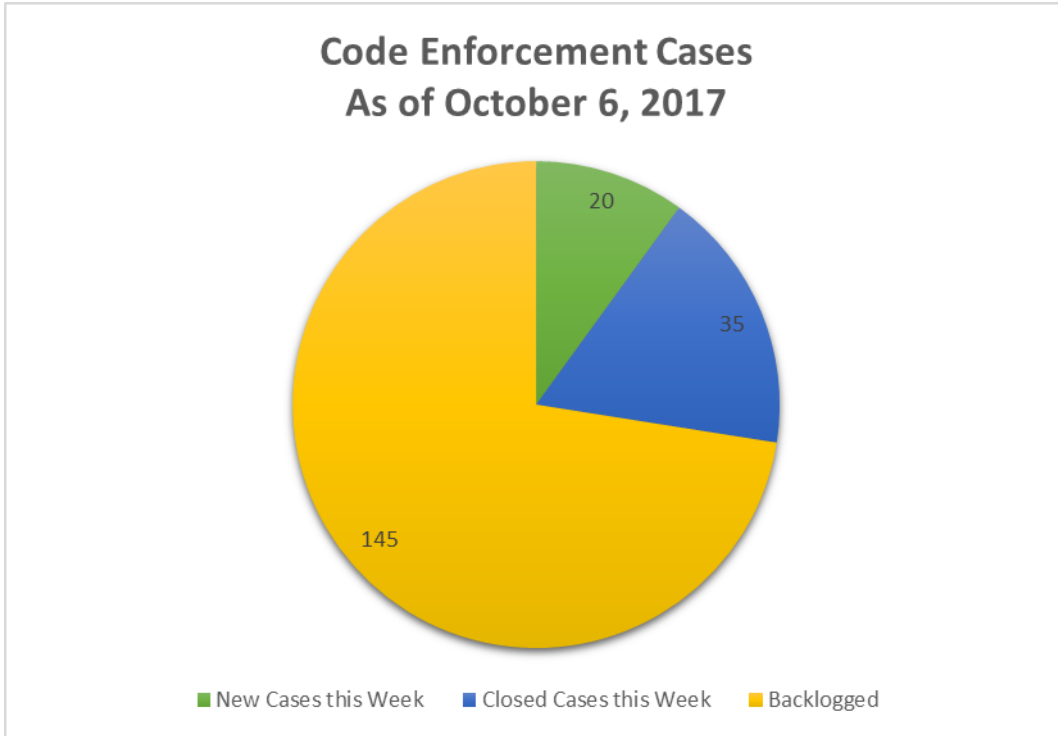


Building Permits Issued Last Week	Total Valuation
98	\$25,081,262

1. A total of 22 solar photovoltaic permits were issued for the week. The Building Division has issued 738 solar permits this year, to date, compared to 985 issued during the same time last year.
2. Our building inspectors responded to 248 inspection requests for the week.
3. Building has issued 185 single-family dwelling permits this year and 224 multi-family units. This compares with 56 single family dwellings and 88 multi-family dwellings for the same time last year.
4. Projects nearing permit issuance are:
  - a. 917 W Lincoln, 3 new apartment buildings, 9 units.
  - b. 700 W Grand Ave Gateway project (former police building)
5. The construction of the City Plaza three-story mixed use building at 300 S. Escondido Blvd. continues with a request for temporary meter releases in preparation for building completion the first part of 2018.

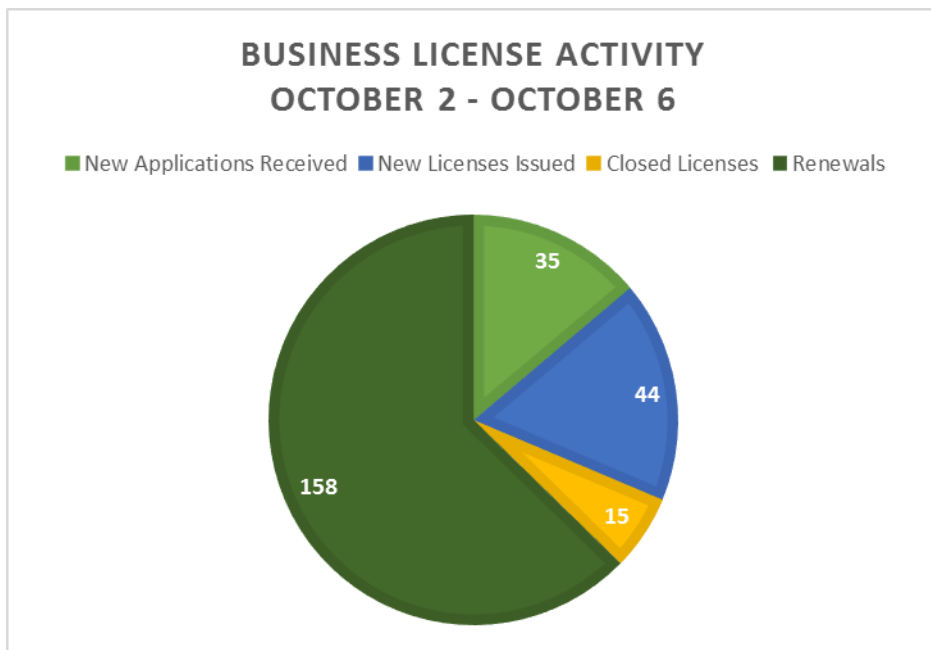
6. The Meadowbrook, three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection.
7. Escondido Disposal is requesting inspection for site walls and framing of the weigh station.
8. The medical office building at 2125 Citracado Pkwy is now installing drywall and exterior lath.
9. The medical office building at 1951 Citracado Pkwy has received inspection approval for drywall and interior shell. Plans have been approved for the tenant improvement portion of the project. Exterior stucco is being applied.
10. The Westminster Seminary at 1725 Bear Valley Pkwy is preparing for exterior shear wall and framing inspections.
11. The children's building for Emanuel Faith Church at 639 E 17<sup>th</sup> Ave has received inspection approval for the framing of the building. The Church of Resurrection at 1445 Conway has received inspection approval for roof sheathing.
12. The new Veterans Village project at 1540 S Escondido Blvd has received underground plumbing, partial foundation and masonry inspections for the residential buildings.
13. The third and fourth lift of the exterior masonry walls are being erected at 999 N. Broadway for the new supermarket shell building.
14. The Ford dealership at 1717 Auto Park Way has commenced on the second phase of construction which includes the interior remodel and new showroom addition.
15. Permits were issued last week for seven new single-family dwellings in the Canyon Grove development by Shea Homes.
16. The Latitude II multi-family residential development at 650 N. Centre City Parkway has received foundation inspection approval for Buildings 1 and 2.
17. Permits were issued for four new single-family homes (TR 877) on Bernardo Avenue. Underground utilities are being inspected there also.
18. Permits were issued on October 10, 2017 for Storquest – a four-story self-storage facility located at 222 W. Mission Ave.
19. Permits were issued on October 9, 2017 for the new sanctuary building at the Escondido United Reformed Church located at 1864 N. Broadway.

**Code Enforcement**

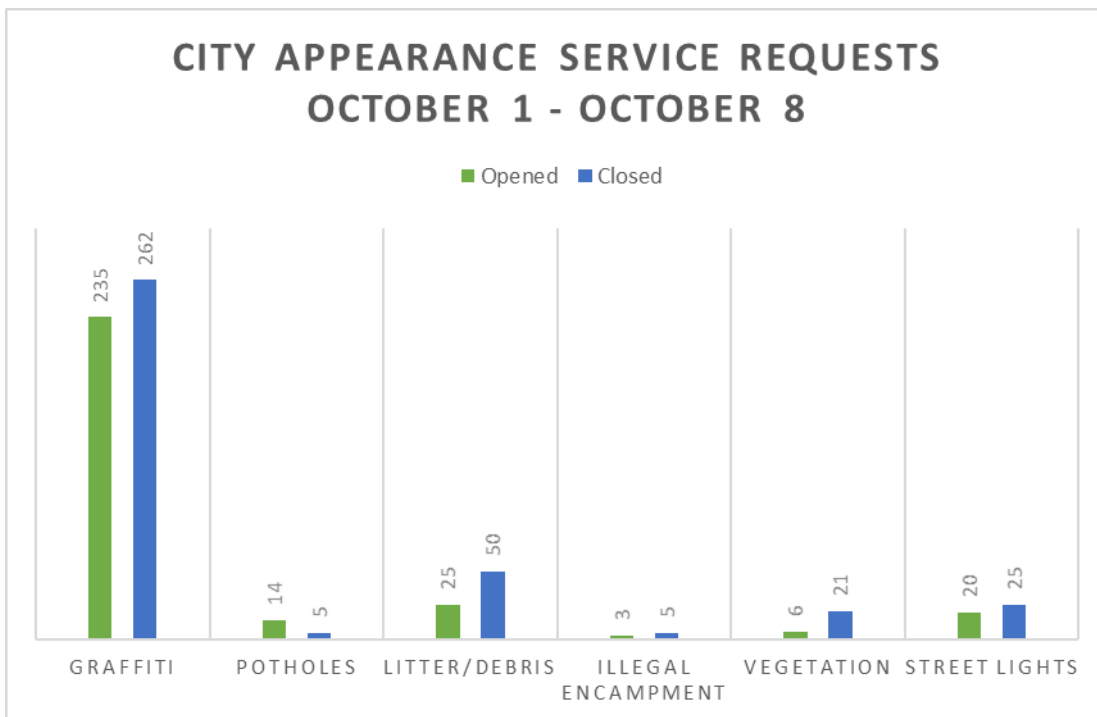
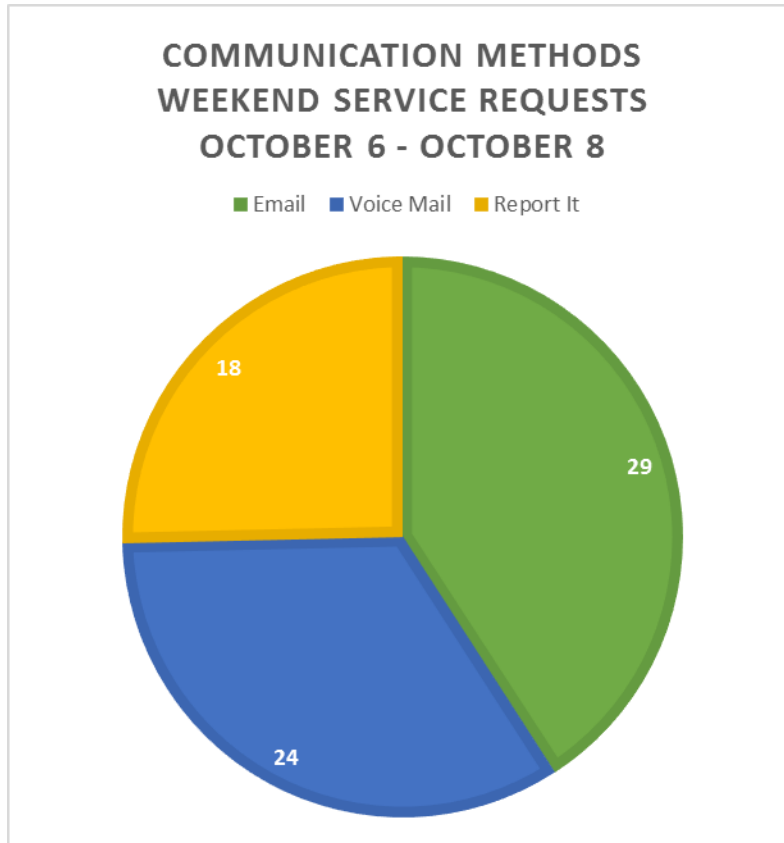


Total Open Code Cases	Illegal Signs Confiscated over the Previous Weekend
330	73

**Business Licensing**



**Public Works Operations**



## Graffiti Restitution

Collected This Week	Collected Year to Date
\$132	\$7065.71

## ENGINEERING

### Capital Improvements

#### **Valley Pkwy/Valley Center Road Widening Project**

The contractor has begun construction of the Valley Center Roadway segment north of Lake Wohlford Road. Work has started on the excavation of the existing bridge abutment in preparation of the bridge widening which will begin later this month. Staff is continuing to monitor the traffic impact in the corridor and are making adjustments to the traffic signal timing to accommodate the best travel time for the Valley Parkway portion of the roadway. A mobile electronic speed limit sign will be deployed later this week along Valley Center Road to reinforce the construction speed limit which is posted 25 MPH. Please be careful when traveling through the construction zone and please follow the posted speed limits.

#### **Neighborhood Lighting Project**

The Notice to Proceed date for the project is October 30, 2017. The scope of work for the project includes the installation of 44 new street poles along with the replacement of 22 existing street light fixtures with the latest L.E.D. fixtures in 5 neighborhood areas.

#### **2017 Street Rehabilitation and Maintenance Project**

The preconstruction meeting is scheduled for Thursday, October 12, 2017. Material submittals for the project are presently under review.

#### **Corrugated Metal Storm Drain Pipe Assessment Study**

This project televises all City-maintained corrugated metal pipes (CMP) and assesses their condition to allow proactive and efficient pipe maintenance. To date, approximately 45% of the CMP storm drains have been televised. Design for repair of the highest priority pipelines is underway.

### Private Development

#### **Pradera - Lennar Communities**

*No changes from that reported last week.* Phase 7 homes are being released for occupancy this week

#### **Lexington Model Homes - KB Homes**

Construction of surface improvement along Ash Street is continuing this week in anticipation of the first occupancies expected in October. Day time closures of Ash Street between Lehner Avenue and Vista Avenue have been extended until Friday, October 27, 2017. The work will be permitted between the 8:00 a.m. and 2:00 p.m. time period when school is in session. Electronic message boards have been placed prior to the closure and the developer and City will work closely with the Rincon Middle School representative.



**Citron Project by William Lyon Homes**

The project is idled this week. The project is located at 2516 S. Escondido Boulevard.

**Tract 932 - Canyon Grove Shea Homes Community**

Installation of additional concrete curb and gutter improvements along interior streets is being completed this week. Work on the installation and testing of water mains is ongoing this week. Four new homes were released for occupancy this week.

**Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue at Centre City Parkway**

The construction of offsite storm drain is continuing this week with work extending along Washington Avenue. On site testing of another segment of water main is being started this week.

**Veterans Village**

*No changes from that reported last week:* The project's water improvement is continuing this week, with work being performed onsite.

**Tract 877 – Bernardo Ave. by Ambient Communities:**

Work is being performed on interior elements of the grading plan. Foundation are being poured in preparation of the start of framing.

**Victory Industrial Park**

The grading operation is continuing with the importing of material. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

**Centerpoint Project**

New offsite public improvements, which include concrete curb and gutter are being constructed along the project boundaries. The project is located at 999 Broadway.

**Spring Hill Suites Hotel/ La Terraza Boulevard**

The grading operation is continuing this week with the construction of the block wall along La Terraza Boulevard. Excavation of the footing for a new retaining wall along the rear of the property has begun.

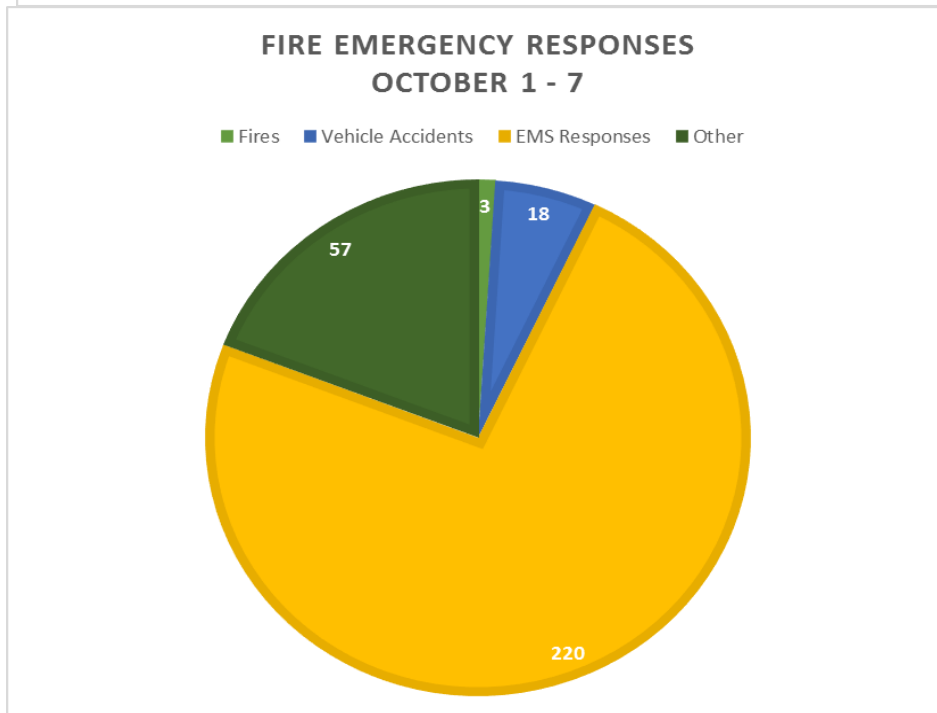
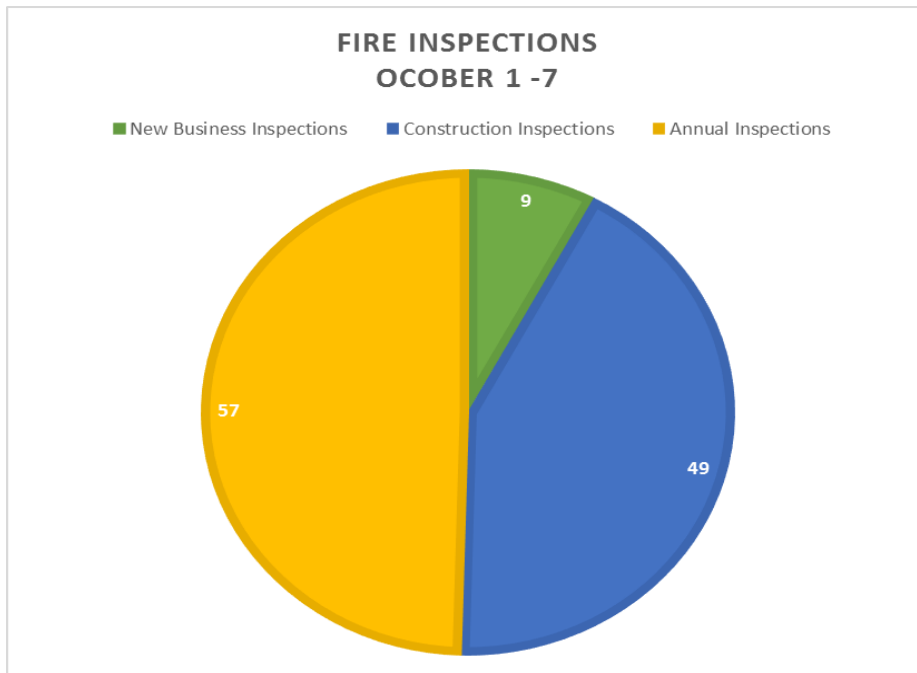
**Centre City Parkway Shopping Center**

The project is idled at this time. The project is located at the corner of Mission Avenue and Centre City Parkway.

**Escondido Disposal Facility**

*No changes from that reported last week:* The onsite construction of storm drain and water quality basins is proceeding this week.

**FIRE**  
**Inspections:**



Total Emergency Responses (Year To Date)	12,699
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**News:**

- Non-Safety Paramedics Justin Sandling and Darren Fitzpatrick were promoted to Firefighter Paramedic effective September 24<sup>th</sup>, 2017 and are currently attending the 2 week, in-house Firefighter Paramedic Academy. Newly promoted Firefighter Paramedics learn and practice not only citizen rescue but also self and buddy

rescue. Their day involves class time followed by hands on practice of similarly grouped skills.



- Fire Prevention has scheduled their next smoke alarm installation event at Mountain Shadows Mobile Home Park on Wednesday, November 15, 2017.
- The Escondido Fire Department and The Escondido Police Department competed in the Annual Grape Day Festival Chili Cook-Off at Grape Day Park on Saturday, October 7<sup>th</sup>. Fire Chief John Tenger and Police Chief Craig Carter along with department volunteers served up delicious bowls of chili to festival attendees. The Fire Department chili was deemed the best around and they were named the 2017 Chili Cook-Off Winner.



## POLICE

### INCIDENTS:

- On 10/3/17 at 10:38 hours, officers responded to a robbery from the Starbucks at 320 W. Valley Pkwy. Loss was a bottle of tea from the store and a cell phone from a customer who began to video the incident. The suspect was located and in custody by 10:43 hours.
- On 10/3/17 a victim was approached by two Hispanic Male Adults in the 1200 block of Auto Park Way. Suspect #1 grabbed the victim's purse from her shoulder as Suspect #2 pointed a handgun at her. Suspects fled with the purse. There were no injuries.
- On 10/3/17 at 20:48 hours, an officer located a stolen vehicle in the area of El Norte Pkwy and Ash St. The vehicle fled and a pursuit ensued. Officers pursued the vehicle to the area of I-15 and Deer Springs Rd with the assistance of ASTREA. The vehicle ultimately spun out on I-15 and came to a complete stop. There were two occupants in the vehicle. The occupants were taken into custody without further incident and charged with Auto Theft and Felony Fleeing.
- On 10/3/17 at 22:07 hours, officers responded to the 700 block of E. 3rd Ave referencing an auto theft in progress. The two female juvenile suspects failed to drive the car away due to lack of knowing how to drive, and they fled on foot. Officers arrived on scene within a minute and detained the two suspects, who were positively identified by the reporting party.
- On 10/4/17 at 15:00 hours, a 40 y/o Hispanic Male Adult, wearing a dark blue shirt and driving a white two door older modified street racer - type car, got out of the car at the intersection of Washington Av/Harding St and shot 1 round from a firearm at a green or gray 4-Runner or similar vehicle. Witness believes the suspect targeted the wheel. The suspect was last seen eastbound Washington Ave. and the victim was last seen northbound on Harding St. No further details.
- On 10/5/17 at 04:44 hours officers responded to Grand Ave/Fig St referencing a found toddler of approx. 2 years of age. The child was not harmed and only wearing a diaper. Officers conducted a neighborhood sweep with negative results, bought the child an outfit to keep her warm, and brought her to the police department. The mother was finally located at around 09:00 hours and reunited with the child.
- On 10/5/17 at about 21:45 hours, officers responded to the Albertson's at 1509 E. Valley Parkway referencing theft suspects that were previously reported at the Albertson's at 1570 W. Valley Parkway attempting to steal a shopping cart full of baby formula. Officers waited outside the front doors of the store, undetected, until the suspects exited the store and sounded the alarm. The suspects had placed over \$1500 worth of baby formula and other items in a shopping cart and exited the store. The adult suspects, one male and one female, were both from San Bernardino and left their 4-year-old and 1-year-old daughters in the vehicle, alone, with the engine running, while they were committing the theft. The trunk of their vehicle was completely filled with baby formula and electronic items. Both were arrested for various felony theft charges and child endangerment. The children were released to their grandmother.

- On 10/6/17 at 04:45 hours, officers responded to a residence in the 1200 block of S. Maple St. in reference to a male who was shot in the head. Upon arrival, officers located the victim who had a grazing bullet wound to his head. The victim stated he got into a disagreement with the residents at the house, and a male resident produced a firearm and shot him in the head. The suspect was located and arrested for Attempted Murder; the firearm was recovered. The injury to the victim was not life-threatening.
- On 10/07/17 at 22:00 hours, officers responded to a robbery alarm at the AM/PM, 1550 E. Grand Ave. A Hispanic male suspect contacted the store clerk, produced a pistol and demanded cash. The clerk complied with the suspect's demands and he was not injured. The suspect fled the scene with an undisclosed sum of money. Officers checked the area for the suspect with negative results.

### **COPPS:**

The EPD COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends and community issues. Addressing crime and public nuisance in Grape Day Park is one project the Unit has been tasked with, along with patrolling the Downtown Business District and surrounding areas.

- 15 arrests were made
- 23 citations were issued
- COPPS Unit personnel came in at 0200 hours each day this week to check on locations that have been reported to be sleeping locations in the past. Several arrests and cites were made as a result of this effort.

### **EVENTS:**

The Neighborhood Transformation Project (NTP) returned to West Escondido this morning for the annual Neighborhood Clean-Up. The Escondido Police Department partnered with City of Escondido Neighborhood Services Division and Public Works to remove large items of trash and trim several oversized trees that block street lighting at night. A total of 10 oversized dumpsters were filled in just 4 hours!

A very special thanks to Pastor Hector Morales and Emmanuel Faith Community Church (EFCC). EFCC provided dozens of volunteers who helped load dumpsters at 4 locations, knock down weeds over 16 square blocks and clear the trash from the alleys. We truly appreciate our community partnerships. Thank you EFCC for giving so generously!

(Photos below)



###