



**JULY 11, 2018**  
**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

**July 11, 2018  
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 LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
- a. **Case Name:** Tony Dunn v. City of Escondido, et al.  
**Case No:** 17-CV-1095-BEN (WVG)  
**WCAB No.:** ADJ10732422
  
  - a. **Case Name:** Paige Woog v. City of Escondido  
**Case WCAB Nos.:** ADJ9522706, ADJ10870375, ADJ10870343, ADJ10156050
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 800 W. Valley Parkway, APN 232-110-21  
**City Negotiator:** Jeffrey Epp, City Manager  
**Negotiating Parties:** Showprop Pico Rivera LLC  
**Under Negotiation:** Price and Terms of Agreement
  
  - b. **Property:** 800 W. Grand Avenue, APN 232-110-17  
**City Negotiator:** Jeffrey Epp, City Manager  
**Negotiating Parties:** RJ Venture LLC  
**Under Negotiation:** Price and Terms of Agreement

c.     **Property:**                    South Spruce Street, APN 233-100-17  
       **City Negotiator:**       Jeffrey Epp, City Manager  
       **Negotiating Parties:**   G. Bruce Dunn 1992 Trust  
       **Under Negotiation:**   Price and Terms of Agreement

**ADJOURNMENT**



# Council Meeting Agenda

**July 11, 2018  
4:30 P.M. Meeting**

**Escondido City Council  
Mobilehome Rent Review Board**

## **CALL TO ORDER**

### **MOMENT OF REFLECTION:**

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

### **FLAG SALUTE**

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

**PROCLAMATIONS:** Parks & Recreation Month

## **ORAL COMMUNICATIONS**

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

## CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: A\) Regular Meeting of June 13, 2018 B\) Regular Meeting of June 20, 2018](#)**

4. **[WRITE-OFF OF CITY RECEIVABLES AND BUDGET ADJUSTMENT - FISCAL YEAR 2017/2018](#)**  
Request the City Council approve the write-off of various receivables in the amount of \$14,990 and the related budget adjustment.

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

5. **[SAN DIEGO GAS AND ELECTRIC \(SDG&E\) 2018 SAFE SAN DIEGO INITIATIVE - CERT -](#)**  
Request the City Council approve accepting \$2500 in funding from San Diego Gas and Electric's SAFE San Diego Initiative to purchase equipment for Escondido's Community Emergency Response Team (CERT) -

Staff Recommendation: **Approval (Fire Department: Rick Vogt)**

6. **[FISCAL YEAR 2017 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT -](#)**  
Request the City Council approve accepting Fiscal Year 2017 Operation Stonegarden Grant Funds in the amount of \$51,120 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

7. **[FISCAL YEAR 2018 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT -](#)**  
Request the City Council approve accepting the Fiscal Year 2018 Regional Realignment Response Grant funds in the amount of \$119,785; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

8. **[FISCAL YEAR 2016 URBAN AREA SECURITY INITIATIVE \(UASI\) GRANT - DISPATCH COMMUNICATIONS CENTER UPGRADE -](#)**  
Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement between the City of Escondido and Motorola Solutions, Inc., for the purchase and installation of upgraded equipment for the Dispatch Communications Center pursuant to a cooperative agreement with the County of San Diego.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

RESOLUTION NO. 2018-118

9. **CONTINUING EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE (HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE ESTATES) -**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of five damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

RESOLUTION NO. 2018-103

10. **BID AWARD AND PUBLIC SERVICE AGREEMENT FOR SENIOR NUTRITION PROGRAM MEALS AND TRANSPORTATION SERVICE -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services in the amount of \$286,752. Of that total amount \$132,921.50 will pay for the preparation and delivery of the Park Avenue Community Center Nutrition Program meals and \$153,830.50 will pay for the senior transportation services to and from the Center.

Staff Recommendation: **Approval (Communications and Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-104

11. **FIRST AMENDMENT TO CONSULTING AGREEMENT FOR THE CONTINUATION OF PLANNING SERVICES FOR THE SAFARI HIGHLANDS RANCH PROJECT AND RELATED BUDGET ADJUSTMENT (SUB 15-0019 AND ENV 15-0009) -**

Request the City Council approve a First Amendment to the Consulting Agreement with John Helmer in the amount of \$82,800 to continue providing professional planning services on the Safari Highlands Ranch project as a contracted extension of City staff; and approve a related budget adjustment. Authorizing this request does not have any legally binding effect on any possible future discretionary action related to the proposed project.

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

RESOLUTION NO. 2018-110

12. **BID AWARD FOR WATER TREATMENT PLANT CHEMICALS -**

Request the City Council approve accepting the lowest responsive bids by unit price for the purchase of ninety-three percent (93%) Sulfuric Acid and Sodium Chloride submitted by Northstar Chemical and Step Saver CA, Inc., respectively; and authorize the Deputy City Manager/Administrative Services to execute contracts with the respective lowest bidders, effective July 11, 2018 through June 30, 2019, with the option to renew contracts for three additional one-year periods conditional upon budget appropriations.

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

RESOLUTION NO. 2018-111

**13. NOTICE OF COMPLETION FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) PHASE III PRIMARY TREATMENT BUILDING AND ODOR CONTROL MODIFICATIONS PROJECT -**

Request the City Council approve authorizing the Director of Utilities to file a Notice of Completion for the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project.

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

RESOLUTION NO. 2018-112

**14. ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATIONS -**

Request the City Council approve authorizing two applications to Caltrans for Active Transportation Program (ATP) Grant funds; and if awarded, approve accepting the grant funds; approve completing necessary grant documents; approve authorizing the Director of Engineering Services or her designee to complete a grant to fund the Escondido Creek Trail Transit Center Bike Path Improvements Project; and approve authorizing the Director of Community Development or his designee to complete a grant to fund the Escondido Comprehensive Active Transportation Strategy (CATS) Plan.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio and Community Development Department: Bill Martin)**

RESOLUTION NO. 2018-114

**15. TENTH AMENDMENT TO THE COUNTY OF SAN DIEGO SENIOR NUTRITION SERVICES CONTRACT NO. 547766 -**

Request the City Council approve authorizing the Assistant Director of Community Services to execute a Tenth Amendment to County Contract No. 547766, County of San Diego Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.

Staff Recommendation: **Approval (Communication and Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-115

**16. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER PAIGE WOOG -**

Request the City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Paige Woog.

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2018-117

**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

**17. SHORT-FORM RENT REVIEW BOARD HEARING FOR CAREFREE RANCH -**

Request the City Council consider for approval the short-form rent increase application submitted by Carefree Ranch, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 2.066 percent (an average of \$10.70) for the period of December 31, 2016 to December 31, 2017.

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

RRB RESOLUTION NO. 2018-08

## CURRENT BUSINESS

**18. CITY COUNCIL ACTION PLAN UPDATE -**

Request the City Council receive and file the 2017-2018 City Council Action Plan Update and provide direction regarding the status of specified strategies discussed.

Staff Recommendation: **Provide Direction (City Manager's Office: William Wolfe)**

**19. ADOPTION OF ORDINANCE TO AMEND THE CONTRACT BETWEEN CALPERS AND THE CITY OF ESCONDIDO TO INCLUDE PROVISIONS PURSUANT TO GOVERNMENT CODE SECTION 20516 "COST-SHARING" FOR TEAMSTERS LOCAL 911 CALPERS CLASSIC MEMBER -**

Request the City Council approve authorizing an amendment to the contract between the City of Escondido and CalPERS to include cost-share of one percent towards the CalPERS employer rate for Teamsters Local 911 Classic members.

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

ORDINANCE NO. 2018-14 (Second Reading and Adoption)

**20. DESIGNATION OF VOTING DELEGATE - LEAGUE OF CALIFORNIA CITIES CONFERENCE -**

Request the City Council approve designating a voting delegate, and up to two alternates, to represent the City of Escondido at the business meeting to be held during the League of California Cities Annual Conference September 12-14, 2018, in Long Beach, California.

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**

## FUTURE AGENDA

**21. 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

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

## ADJOURNMENT

### UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
July 18	-	-	No Meeting	-
July 25	-	-	No Meeting	-
August 1	-	-	No Meeting	-
August 8	Wednesday	3:30 & 4:30 p.m.	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.*



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING**



Consent Item No. 2

July 11, 2018

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**APPROVAL**

**OF**

**WARRANT REGISTER**

**CITY OF ESCONDIDO**  
**June 13, 2018**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:33 p.m. on Wednesday, June 13, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

Tolu Peters led the Moment of Reflection.

**FLAG SALUTE**

Councilmember Gallo led the flag salute.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, and Mayor Sam Abed. Absent: Deputy Mayor John Masson. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael R. McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

**ORAL COMMUNICATIONS**

**CONSENT CALENDAR**

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of Item 4. Ayes: Abed, Diaz, Gallo, Morasco. Noes: None. Absent: Masson. Motion carried.

- 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**
- 4. REQUEST FOR AUTHORIZATION TO PROCESS AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN RELATED TO WEDDINGS AND RECEPTIONS WITHIN THE SOUTHERN GATEWAY DISTRICT -**  
Request the City Council approve authorizing City staff to process the application to amend the Downtown Specific Plan to allow weddings and receptions within the Southern Gateway District of the Downtown Specific Plan, subject to approval of a Conditional Use Permit. (File No. 0800-70)

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

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve authorizing City staff to process the application to amend the Downtown Specific Plan to allow weddings and receptions within the Southern Gateway District of the Downtown Specific Plan, subject to approval of a Conditional Use Permit. Ayes: Abed, Diaz, Gallo, Morasco. Noes: None. Absent: Masson. Motion carried.

**5. LAKE WOHLFORD DAM REPLACEMENT DESIGN SECOND AMENDMENT -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation, in the amount of \$334,765 for engineering and environmental services for the Lake Wohlford Dam Replacement Project. (File No. 0600-10 [A-3060])

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

RESOLUTION NO. 2018-93

**6. UNDERGROUNDING THE ESCONDIDO CANAL THROUGH THE SAN PASQUAL INDIAN RESERVATION -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Michael Baker International, in the amount of \$1,563,297.50 for the design of the San Pasqual Undergrounding Project and authorize the Mayor and City Clerk to execute a Consulting Agreement with Helix Environmental Planning, Inc. in the amount of \$100,000 for environmental surveys and permitting for the San Pasqual Undergrounding Project. (File No. 0600-10 [A-3253, A-3254])

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

A) RESOLUTION NO. 2018-94 B) RESOLUTION NO. 2018-95

**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.)

**7. AMENDMENT TO ARTICLE 66 (SIGN ORDINANCE) OF THE ESCONDIDO ZONING CODE RELATING TO DRIVE THROUGH MENU BOARDS (AZ 18-0004) -**

Approved on June 6, 2018 with a vote of 5/0 (File No. 0810-20)

ORDINANCE NO. 2018-15 (Second Reading and Adoption)

**PUBLIC HEARINGS**

**8. ADOPTION OF FISCAL YEAR 2018/19 ANNUAL OPERATING BUDGET AND THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR FISCAL YEAR 2018/19 AND APPROVAL TO MODIFY THE BUDGETARY AND FINANCIAL POLICIES -**

Request the City Council approve the Fiscal Year 2018/19 Annual Operating Budget; approve the Appropriations Limit (GANN Limit) for Fiscal Year 2018/19; and modify the Budgetary and Financial Policies concerning the use of one-time resources. (File No. 0430-30)

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

A) RESOLUTION NO. 2018-82 B) RESOLUTION NO. 2018-83 C) RESOLUTION NO. 2018-106

Sheryl Bennett, Deputy City Manager/Administrative Services, Joan Ryan, Assistant Director of Finance, and Jodi Coco, Budget Manager, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve the Fiscal Year 2018/19 Annual Operating Budget; approve the Appropriations Limit (GANN Limit) for Fiscal Year 2018/19; and modify the Budgetary and Financial Policies concerning the use of one-time resources and adopt Resolution No. 2018-82, Resolution No. 2018-83, and Resolution No. 2018-106. Ayes: Abed, Gallo, Morasco. Noes: Diaz. Absent: Masson. Motion carried.

## CURRENT BUSINESS

### 9. GENERAL MUNICIPAL ELECTION - NOVEMBER 6, 2018 -

Request the City Council approve calling for and giving notice of a General Municipal Election on November 6, 2018, for the following elective offices: one (1) City Councilmember with a four-year term to represent District One, one (1) City Council Member with a four-year term to represent District Two, and one (1) Mayor with a four-year term to be elected at-large; and approve requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election. (File No. 0650-40)

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**

A) RESOLUTION NO. 2018-90 B) RESOLUTION NO. 2018-91

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve calling for and giving notice of a General Municipal Election on November 6, 2018, for the following elective offices: one (1) City Councilmember with a four-year term to represent District One, one (1) City Council Member with a four-year term to represent District Two, and one (1) Mayor with a four-year term to be elected at-large; and approve requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election and adopt Resolution No. 2018-90 and Resolution No. 2018-91. Ayes: Abed, Diaz, Gallo, Morasco. Noes: None. Absent: Masson. Motion carried.

## FUTURE AGENDA

### 10. FUTURE AGENDA -

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

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

## COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo reported the San Diego County Water Authority will hold a budget meeting on June 21.

Mayor Abed reported SANDAG approved San Diego Forward Regional Plan and shared information regarding funding scenarios.



## **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**

## **ADJOURNMENT**

Mayor Abed adjourned the meeting at 5:18 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DEPUTY CITY CLERK

**CITY OF ESCONDIDO**  
**June 20, 2018**  
**3:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, June 20, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Deputy Mayor John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

**ORAL COMMUNICATIONS**

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

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Gallo to recess to Closed Session. Motion carried unanimously.

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
  - a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
  - Employee Organization:** Non-Sworn Police Bargaining Unit
  
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
  - a. **Property:** 613 E. Lincoln Avenue, APNs 229-160-54, 229-160-53
  - City Negotiator:** Jeffrey Epp, City Manager
  - Negotiating Parties:** Escondido Community Child Development Center
  - Under Negotiation:** Price and Terms of Agreement
  
- III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
  - a. One Case

**DEPUTY MAYOR MASSON ABSTAINED FROM ITEM NO. II.a. AND LEFT THE CLOSED SESSION ROOM.**

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 4:10 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
ASSISTANT CITY CLERK

**CITY OF ESCONDIDO**  
**June 20, 2018**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, June 20 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

Ed Anderson led the Moment of Reflection.

**FLAG SALUTE**

Deputy Mayor Masson led the Flag Salute.

**ATTENDANCE:**

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Deputy Mayor John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael R. McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Eva Heter, Assistant City Clerk.

**PROCLAMATIONS**

Robert Barrientos, President of the Lansing Circle Neighborhood Group, accepted the proclamation for Robert Barrientos Day.

**ORAL COMMUNICATIONS**

**Rene Glotzbach, San Marcos**, shared the story of two women killed by a drunk driver and encouraged citizens not to drink and drive.

**Katherine B. Fromm, Escondido**, shared a history of Latin America.

**CONSENT CALENDAR**

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Diaz to approve all Consent Calendar items with the exception of Items 10, 14, 15, and 16. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of June 6, 2018**

- 4. APPROVAL OF A LICENSE AGREEMENT, MAINTENANCE AGREEMENT, AND PROFESSIONAL SERVICES AGREEMENT WITH ASSETWORKS TO UPGRADE THE FLEET MANAGEMENT SYSTEM -**  
 Request the City Council approve authorizing the Assistant Director of Public Works to enter into a License Agreement, Maintenance Agreement, and Professional Services Agreement with AssetWORKS for a total amount of \$175,885.52, to upgrade and maintain the fleet management system. (File No. 0600-10 [A-3255])

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**  
 RESOLUTION NO. 2018-55
- 5. CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT - FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONES 1-38 FOR FISCAL YEAR 2018/2019 -**  
 Request the City Council approve the Assessment Engineer's Report and the annual levy and collection of assessments for the City of Escondido Landscape Maintenance Assessment District for Zones 1-38 for the Fiscal Year 2018/2019. (File No. 0685-10)

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**  
 RESOLUTION NO. 2018-73
- 6. ICMA RETIREMENT CORPORATION DEFERRED COMPENSATION CONTRACT RENEWAL -**  
 Request the City Council approve authorizing the Deputy City Manager of Administrative Services to execute an updated Agreement with ICMA Retirement Corporation to administer the City's Deferred Compensation Plans. (File No. 0600-10 [A2184])

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**  
 RESOLUTION NO. 2018-75
- 7. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH) -**  
 Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) for Fiscal Year 2018-19. (File No. 0685-20)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**  
 RESOLUTION NO. 2018-87
- 8. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2001-01 (HIDDEN TRAILS) -**  
 Request the City Council approve setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) for Fiscal Year 2018-19. (File No. 0685-20)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**  
 RESOLUTION NO. 2018-88
- 9. AWARD OF CONTRACT FOR LEGAL ADVERTISING FOR FISCAL YEAR 2018-19 -**  
 Request the City Council approve the bid and approve awarding the contract for the City's legal advertising for a one-year period to The Daily Journal. (File No. 0600-10 [A-3250])

Staff Recommendation: **Approval (City Clerk's Office: Diane Halverson)**  
 RESOLUTION NO. 2018-92

**10. PUBLIC SERVICES AGREEMENT WITH STEVEN SMITH LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT -**

Request the City Council approve authorizing the Mayor and the City Clerk to execute a Public Services Agreement with Steven Smith Landscape, Inc. for Landscape Maintenance Services for the City of Escondido LMD. (File No. 0600-10 [A-3256])

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

RESOLUTION NO. 2018-97

Julie Procopio, Director of Engineering Services, was available to answer questions.

**MOTION:** Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve authorizing the Mayor and the City Clerk to execute a Public Services Agreement with Steven Smith Landscape, Inc. for Landscape Maintenance Services for the City of Escondido LMD and adopt Resolution 2018-97. Motion carried unanimously.

**11. AUTHORIZE PURCHASE OF FUELS FOR FISCAL YEAR 2019 -**

Request the City Council approve the purchase of unleaded gasoline in the amount of \$900,000 and diesel fuel in the amount of \$300,000 from The SoCo Group, Inc. (File No. 0470-35)

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

RESOLUTION NO. 2018-98

**12. REJECT ALL BIDS FOR THE RECYCLED WATER EASTERLY MAIN AND TANKS PROJECT AND AUTHORIZE RE-ADVERTISEMENT -**

Request the City Council approve rejecting all bids submitted for the Recycled Water Easterly Main and Tanks Project (also known as Blended RO Line Project - Package 2A & 2B) and authorize staff to re-advertise for bids. (File No. 0600-10 [A-3248])

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

RESOLUTION NO. 2018-99

**13. CONTINUING EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE (HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES), CHANGE ORDER, AND BUDGET ADJUSTMENT -**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of five damaged sewer main sections along Hale Avenue, authorize Change Order No. 1 to the Public Improvement Agreement with Orion Construction Company for an amount not to exceed \$500,000, and approve a budget adjustment in the amount of \$500,000. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File No. 0600-10 [A-3242])

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

RESOLUTION NO. 2018-102

**14. SAN DIEGO HUMANE SOCIETY AGREEMENT EXTENSION -**

Request the City Council approve a one-year extension of the existing San Diego Humane Society Agreement and authorize the Mayor and City Clerk to execute documents on behalf of the City. (File No. 0600-10 [A-2624])

Staff Recommendation: **Approval (Police Department: Craig Carter)**

RESOLUTION NO. 2018-107

Police Captain Gregory Kogler was available to answer questions.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve a one-year extension of the existing San Diego Humane Society Agreement and authorize the Mayor and City Clerk to execute documents on behalf of the City and adopt Resolution No. 2018-107. Ayes: Diaz, Gallo, Masson, Abed; Noes: Morasco; Motion carried.

**15. FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT -**

Request the City Council approve authorizing the Mayor and City Clerk to execute, on behalf of the City of Escondido, a First Amendment to Employment Agreement with Michael R. McGuinness to continue serving as the City Attorney. (File No. 0600-10 [A-3211])

Staff Recommendation: **Approval (City Manager's Office: Jeffrey Epp)**

RESOLUTION NO. 2018-108

Per California Government Code Section 54953(c)(3), Mayor Abed publicly announced and summarized the recommended changes to the City Attorney contract in open session.

**MOTION:** Moved Councilmember Gallo and seconded by Councilmember Diaz to approve authorizing the Mayor and City Clerk to execute, on behalf of the City of Escondido, a First Amendment to Employment Agreement with Michael R. McGuinness to continue serving as the City Attorney and adopt Resolution No. 2018-108. Motion carried unanimously.

**16. POLICIES FOR CITY PROPERTY SOLD FOR DEVELOPMENT -**

Request the City Council approve the adoption of draft policies which would govern acceptable use and development of real property sold by the City in the Downtown Transit Station Target Area of the Escondido General Plan. (File No. 0690-10)

Staff Recommendation: **Approval (City Manager's Office: Jay Petrek)**

Jay Petrek, Assistant City Manager, presented the staff report utilizing a Power Point presentation.

**Patricia Borchmann, Escondido**, questioned if current uses will be treated as nonconforming uses and noted that public stakeholders need to be informed of any conflicts of interests.

**MOTION:** Moved by Councilmember Gallo and seconded by Deputy Mayor Masson to approve the adoption of draft policies which would govern acceptable use and development of real property sold by the City in the Downtown Transit Station Target Area of the Escondido General Plan and directed staff to return to Council with development strategies. Ayes: Gallo, Masson, Morasco, Abed; Noes: Diaz. Motion carried.

**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

**17. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, FISCAL YEAR 2018/19 CAPITAL IMPROVEMENT PROGRAM BUDGET, AND REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM -**

Request the City Council approve adopting Fiscal Years 2018/19-2022/23 Five-Year Capital Improvement Program, Fiscal Year 2018/19 Capital Improvement Program Budget, and adopt the Regional Transportation Improvement Program for Fiscal Years 2018/19-2022/23. (File No. 0430-30)

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

A) RESOLUTION NO. 2018-85 B) RESOLUTION NO. 2018-86

Sheryl Bennett, Deputy City Manager/Administrative Services, introduced Christina Holmes, Revenue Manager; Matt Soutterre, Associate Engineer; and Angela Morrow, Deputy Director of Utilities/Construction and Engineering, who presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

**Cynthia Weir, Board Chairman of the California Center for the Arts, Escondido**, expressed disappointment that no funding was allocated for deferred maintenance areas that need to be addressed and requested Council fund and repair these areas in time for the 25th anniversary celebration in fall 2019.

Mayor Abed asked if anyone else wanted to speak. No one asked to be heard; therefore, he closed the public hearing.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve adopting Fiscal Years 2018/19-2022/23 Five-Year Capital Improvement Program, Fiscal Year 2018/19 Capital Improvement Program Budget, adopt the Regional Transportation Improvement Program for Fiscal Years 2018/19-2022/23, adopt Resolution No. 2018-85, and Resolution No. 2018-86. Motion carried unanimously.

## CURRENT BUSINESS

**18. ADOPTION OF RESOLUTION OF INTENTION TO AMEND THE CALPERS CONTRACT AND INTRODUCTION OF FIRST READING OF ORDINANCE AMENDING THE CALPERS CONTRACT**

Request the City Council approve the intention to amend the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Teamsters Bargaining Unit CalPERS Classic members, Government Code Section 20516. (File No. 0720-40)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

A) RESOLUTION NO. 2018-84 B) ORDINANCE NO. 2018-14 (First Reading and Introduction)

Patrice Russell, Human Resources Manager/Benefits, presented the staff report utilizing a PowerPoint presentation.

**MOTION:** Moved by Councilmember Gallo and seconded by Deputy Mayor Masson to approve the intention to amend the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one percent for the Teamsters Bargaining Unit CalPERS Classic members, Government Code Section 20516, adopt Resolution No. 2018-84, and introduce Ordinance 2018-14. Motion carried unanimously.



**19. REQUEST FOR AUTHORIZATION TO REVIEW ZONING REQUIREMENTS FOR CERTAIN NON-RESIDENTIAL LAND USES -**

Request the City Council provide direction to staff as appropriate and authorize a six (6) month work program to study the City of Escondido's Zoning Code, with a focus on the zoning land use matrix and permitting requirements imposed by non-residential zoning district regulations. Authorization to initiate this land use matrix study would also imply authorization to potentially amend some of the City's specific plans to ensure that desired land use regulations are reviewed and considered consistently Citywide. (File No. 0680-50)

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

Mike Strong, Assistant Director of Planning, presented the staff report utilizing a PowerPoint presentation.

**Patricia Borchmann, Escondido**, recommended early public feedback to expand the scope of study.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize a six (6) month work program to study the City of Escondido's Zoning Code, with a focus on the zoning land use matrix and permitting requirements imposed by non-residential zoning district regulations. Authorization to initiate this land use matrix study would also imply authorization to potentially amend some of the City's specific plans to ensure that desired land use regulations are reviewed and considered consistently Citywide. Motion carried unanimously.

**20. CLIMATE ACTION PLAN (CAP) UPDATE - INFORMATIONAL REPORT AND STATUS UPDATE**

Request the City Council receive and file the CAP informational report and provide direction to staff as appropriate. (File No. 0800-40)

Staff Recommendation: **Provide Direction (Community Development Department: Bill Martin)**

Mike Strong, Assistant Director of Planning, presented staff report utilizing a PowerPoint presentation.

**Sebastian Sarria, Climate Action Campaign member**, shared support for the Climate Action Plan and provided key recommendations to the City Council.

**Patricia Borchmann, Escondido member of Climate Action Alliance**, voiced support of the Climate Action Plan.

**COUNCIL ACTION:** Council received and filed the CAP information report and provided direction to staff.

## **FUTURE AGENDA**

**21. 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**

Councilmember Gallo attended a LOSSAN Rail Corridor Agency Meeting on Monday, June 18 as North County Transit District Alternate.

## **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**

## **ADJOURNMENT**

Mayor Abed adjourned the meeting at 7:26 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
ASSISTANT CITY CLERK



# CITY COUNCIL STAFF REPORT

Consent Item No. 4

July 11, 2018

File No. 0430-80

SUBJECT: Write-off of City Receivables Budget Adjustment – Fiscal Year 2017/2018

DEPARTMENT: Finance Department  
Housing and Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council approve the write-off of various receivables and the related budget adjustment.

FISCAL ANALYSIS:

The total amount of the write-off is \$14,990. All reasonable means of collection and/or recouping funds have been completed. This write-off of uncollectable loans is necessary to accurately report the City's overall financial status without overstating assets.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by ensuring the City's financial statement records are accurately reflected in accordance with Generally Accepted Accounting Principles.

PREVIOUS ACTION:

On December 12, 2012, the City Council adopted Resolution No. 2012-172 establishing policies for uncollectible receivables and setting the standards of when the City should remove the receivable from the financial records. In accordance with the policy, all amounts over \$5,000 are being submitted to the City Council as a group.

BACKGROUND:

The current fiscal year write-off includes the following housing loan:

Account Type	Justification	Original Balance	Amount Collected	Write Off Amount
Mobilehome Rehabilitation Loan	Mobile home abandoned	\$19,990	\$5,000	\$14,990

**Total Fiscal Year 2017/2018 Write Off \$14,990**

The Housing Division currently oversees 458 active loans made to promote home ownership and provide safe and decent housing for target households. The funding for these loans has the express purpose of assisting households with specific income limitations and has no bearing on the General Fund.

The current loan write-off request involves one mobile home rehabilitation loan made in 2006 for \$19,990 to a low-income household. The owner of the mobile home became sick and abandoned the coach after the coach had failed a HUD health and safety inspection. The park manager approached Housing & Neighborhood Services regarding a potential settlement approximately a year after the coach owner abandoned the substandard unit. The Housing Division staff works closely with the City Attorney's office regarding all housing loan defaults, foreclosures, and settlement negotiations with property owners and/or their representatives in an effort to secure partial payment opportunities prior to writing off loans.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Administrative Services  
7/2/2018 2:27 p.m.

ATTACHMENTS:

1. Budget Adjustment





**REVISED**

# **CITY COUNCIL STAFF REPORT**

**Consent Item No. 5**

**July 11, 2018**

**File No. 0480-70**

SUBJECT: San Diego Gas & Electric 2018 SAFE San Diego Initiative - CERT

DEPARTMENT: Fire Department, Emergency Management

RECOMMENDATION:

It is requested that the City Council accept \$2,500 in funding from San Diego Gas and Electric's (SDG&E) SAFE San Diego Initiative to purchase equipment for Escondido's Community Emergency Response Team (CERT); authorize the Fire Chief or his designee to execute grant documents on behalf of the City of Escondido; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

The SDG&E SAFE San Diego Initiative is 100 percent funded by SDG&E and distributed through the San Diego Burn Institute. No matching funds are required and the City will be prefunded for all expenditures. The City will receive a total of \$2,500 to purchase "Escondido CERT" Baseball Caps for CERT volunteers. The issued hats will provide for CERT member identification during activations such as disasters and other City events. The hats also provide a layer of sun protection when the CERT members work outdoors.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

None

BACKGROUND:

SDG&E's SAFE San Diego Initiative, provides local project funding for community based organizations such as CERT programs and Fire Safe Councils to encourage safety and emergency preparedness at home, at local businesses, and in our neighborhoods.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Rick Vogt*, Fire Chief  
7/9/2018 11:14 a.m.

*Jeff Murdock*, Emergency & Disaster Preparedness Manager  
7/9/2018 10:51 a.m.

ATTACHMENTS:

1. Budget Adjustment



**CITY OF ESCONDIDO**  
**BUDGET ADJUSTMENT REQUEST**

Date of Request: 7/6/18

Department: Fire

Division: \_\_\_\_\_

Project/Budget Manager: Laura Lacy 5408  
Name Extension

Council Date (if applicable): 7/11/18  
(attach copy of staff report)

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

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	2,500	
Fire/Emergency Management Grants	451-New Project Number	2,500	

Explanation of Request:  
A budget adjustment is needed to spend San Diego Gas and Electric SAFE San Diego Initiative grant funds.

**APPROVALS**

 Department Head	<u>7/6/18</u> Date	_____ City Manager	_____ Date
 Finance	<u>7/9/18</u> Date	_____ City Clerk	_____ Date

Distribution (after approval): Original: Finance



## CITY COUNCIL STAFF REPORT

Consent Item No. 6

July 11, 2018

File No. 0480-70

SUBJECT: Fiscal Year 2017 Operation Stonegarden Grant

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council accept FY 2017 Operation Stonegarden Grant Funds in the amount of \$51,120 from the California Office of Emergency Services through the County of San Diego; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

PREVIOUS ACTION:

On June 28, 2017, the City Council accepted a FY 2016 Operation Stonegarden Grant in the amount of \$25,000 to pay overtime expenses.

BACKGROUND:

The Escondido Police Department has received \$51,120 for FY 2017 Operation Stonegarden Grant from the California Emergency Management Agency. The Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations and to purchase License Plate Reader equipment. This grant will provide operational funding to enforce local and State laws, within our jurisdiction, to target human trafficking, narcotics trafficking, criminal gang activity, and weapons trafficking. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Craig Carter*, Chief of Police  
6/28/2018 11:14 a.m.

ATTACHMENTS:

1. Budget Adjustment





CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: July 11, 2018
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): July 11, 2018
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4128-451-New Project Number, \$51,120) and Police Grants (451-New Project Number, \$51,120).

Explanation of Request:

A budget adjustment is needed to spend grant funds for FY 2017 Operation Stonegarden overtime and equipment purchases.

APPROVALS

Department Head [Signature] Date 7/2/18
Finance [Signature] Date 7/2/18

City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance



## CITY COUNCIL STAFF REPORT

Consent Item No. 7

July 11, 2018

File No. 0480-70

**SUBJECT:** Fiscal Year 2018 Regional Realignment Response Grant

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council accept FY 2018 Regional Realignment Response Grant funds in the amount of \$119,785; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

**FISCAL ANALYSIS:**

This action will have no impact on the General Fund Budget. Grant funds will be used for police officer overtime and associated overhead.

**PREVIOUS ACTION:**

On June 22, 2016, the City Council approved \$140,000 from the Regional Realignment Response Grant. These grant funds covered police officer overtime and associated overhead.

**BACKGROUND:**

The Escondido Police Department has been allocated funds under the FY 2018 Regional Realignment Response Grant. This funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts. Escondido's allocation is used to support regional and local enforcement efforts. Funds must be used for police officer overtime and associated overhead.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Craig Carter*, Chief of Police  
6/28/2018 11:14 a.m.

**ATTACHMENTS:**

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: July 11, 2018
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): July 11, 2018
(attach copy of staff report)

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

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Rows include Revenue (4127-451-New Project Number, 119,785) and Police Grants (451-New Project Number, 119,785).

Explanation of Request:

A budget adjustment is needed to spend FY 2018 Regional Realignment Response Grant funds for police officer overtime and associated overhead.

APPROVALS
Department Head (Signature) Date 7/2/18
Finance (Signature) Date 7/2/18
City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance



## CITY COUNCIL STAFF REPORT

**Consent Item No. 8**

**July 11, 2018**

**File No. 0480-70**

**SUBJECT:** Fiscal Year 2016 Urban Area Security Initiative (UASI) Grant – Dispatch Communications Center Upgrade

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-118 authorizing the Mayor and City Clerk to execute a Public Service Agreement (PSA) between the City of Escondido and Motorola Solutions, Inc., for the purchase and installation of upgraded equipment for the Dispatch Communications Center pursuant to a cooperative agreement with the County of San Diego.

**PREVIOUS ACTION:**

On February 1, 2017, the City Council accepted a FY 2016 Urban Area Security Initiative (UASI) Grant in the amount of \$569,126 to purchase upgraded equipment for the Dispatch Communications Center.

**BACKGROUND:**

The Escondido Police Department received Urban Area Security Initiative (UASI) Grant funds from the Department of Homeland Security through the County of San Diego. Grant funds will cover the cost of equipment, hardware and software, installation and services to outfit the Escondido Police Department Dispatch Communications Center with upgraded consoles.

To maintain regional interoperability, the County of San Diego completed a competitive solicitation process. Motorola Solutions, Inc. was awarded County Contract Number 553982 for equipment and services to upgrade Dispatch Communications Center consoles throughout the region.

Approval of Resolution No. 2018-118 will allow the Escondido Police Department to utilize County Contract Number 553982 to establish a Public Service Agreement (PSA) with Motorola, Inc. to upgrade the City's Dispatch consoles.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Craig Carter, Chief of Police*  
6/28/2018 11:14 a.m.

**ATTACHMENTS:**

1. Resolution No. 2018-118
2. Resolution No. 2018-118 – Exhibit A

RESOLUTION NO. 2018-118

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE, ON BEHALF OF THE  
CITY, A PUBLIC SERVICES AGREEMENT  
FOR THE PURCHASE AND INSTALLATION  
OF DISPATCH CONSOLES FOR THE  
POLICE DEPARTMENT

WHEREAS, the Escondido Police Department participates in the San Diego County – Imperial County Regional Communication System (“RCS”) which ensures integrated radio communication with other agencies; and

WHEREAS, the City of Escondido must upgrade its dispatch consoles to maintain integrated communication capabilities with allied agencies; and

WHEREAS, Urban Area Security Initiative Grant funds have been allocated to cover the cost of hardware, system integration, and installation of the new consoles; and

WHEREAS, Motorola Solutions Inc. can provide the new dispatch consoles; and

WHEREAS, Motorola Solutions Inc. will supply compliant equipment and installation services for all allied agencies; and

WHEREAS, the County of San Diego awarded a contract for equipment and services to Motorola Inc. effective June 27, 2017.

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

1. That the above recitations are true.

2. That the City Council authorizes the use of cooperative purchase with the County of San Diego for the purchase of dispatch consoles for the Police Department.

3. The Mayor and City Council are hereby authorized to execute, on behalf of the City, a Public Services Agreement for the purchase of dispatch consoles attached as Exhibit "A" to this Resolution and incorporated by reference, in substantially similar form as approved by the City Attorney.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_\_ day of July, 2018.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Sam Abed  
760-839-4706  
("CITY")

And: Motorola Solutions, Inc.  
1301 E. Algonquin Road  
Schaumburg, IL 60196  
ATTN: Lauren Kirkland  
(619) 405-7100  
Lauren.Kirkland@motorolasolutions.com  
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$ 512,645. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by December 31, 2018. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
  - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

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

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

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution.



Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

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

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

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

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

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

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

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

Motorola Solutions

\_\_\_\_\_  
Signature

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

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_

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

## **Attachment A**

### **Scope of Services**

1. The contractor, Motorola Solutions, shall provide equipment, hardware and software, installation and services to outfit the Escondido Police Department Dispatch in accordance with the specifications outlined in the MCC7500 Console Proposal, attached as "Attachment A – Exhibit 1."
2. The contractor shall install 7 of the complete MCC7500 consoles ("Consoles") to upgrade the City's emergency dispatch services.
3. The contractor shall ship all equipment needed for staging to their Customer Center; set up and rack the solution equipment as it will be configured on site; cut and label cables; complete cabling/connecting of subsystems to each other; assemble required subsystems to assure system functionality; power up, load application parameters, program, and test all staged equipment; confirm system configuration and software compatibility with existing system; perform factory functional acceptance tests of system features; conduct site and system level testing; and inventory equipment.
4. The contractor shall deliver equipment to the Escondido Police Department dispatch center; install all proposed fixed equipment based upon agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to power panels or receptacles, and audio/control line connection points in accordance with R56 standards and state and local codes; install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet; connect installed equipment to the provided ground system; perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards; remove, transport, and dispose of old equipment.
5. The contractor shall connect each Console to circuit demarcation points; install PC workstation w/keyboard, mouse and monitor; install a Voice Processor Module (VPM) and purchased peripheral Console equipment in accordance with R56 standards and state/local codes; develop templates for Console programming; and perform Console programming and configuration.
6. The contractor shall ensure that the upgraded audio log recorder will interface with the MC7550 Consoles, and shall install and integrate said recorder to the system.
7. The contractor shall verify that all equipment is operating properly testing the features, functions, and failure modes for the installed equipment in order to verify the operation according to design.
8. The contractor shall begin project upon acceptance of this agreement, and shall complete by December 31, 2018.
9. The contractor shall warrant and provided above-warranty services for the equipment for 3 years in accordance with the warranty and service provisions of the existing contract between the County of San Diego and Motorola, Contract #553982 dated 06/27/2016.

“The Warranty Period for Consoles purchased under this Agreement shall commence upon Acceptance of the Console and shall continue for a period of three (3) years or until the expiration of the Warranty Period for Phases 1 and 2, whichever is later.”

The warranty includes system performance, installation, and all hardware parts, software, and materials (including third-party equipment) and it shall be warranted for a period of 3 years, including all related return and delivery fees.

### **Compensation**

The City of Escondido shall compensate the contractor a total of \$325,484 for equipment upon contract execution and \$187,161 for services upon completion of the project. If the service or equipment are changed upon direction of the City, then the price shall be adjusted to reflect that change.



PROPOSAL  
ESCONDIDO POLICE DEPARTMENT

# MCC7500 CONSOLE PROPOSAL



**MOTOROLA SOLUTIONS**



The design, technical, pricing, and other information (“Information”) furnished with this submission is proprietary information of Motorola Solutions, Inc. (“Motorola”) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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June 21, 2018

Jody Patt  
Communications Manager

Escondido Police Department  
1163 N Centre City Pkwy  
Escondido, California 92026

RE: Motorola Solutions MCC7500 Console Proposal PS-000080279

Dear Ms. Patt,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Escondido Police Department quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

The proposed solution includes a combination of hardware, software and services. Specifically, this solution provides 7 MCC 7500 Dispatch Console operator positions and related equipment, as well as the implementation and warranty services needed to support them. Motorola has also included optional pricing for additional console positions.

This proposal is subject to the terms and conditions of the existing contract between Escondido Police Department and Motorola Solutions, dated June 27, 2016, and shall remain valid for a period of 60 days from the date of this letter. Any questions Escondido PD has regarding this proposal can be directed to Andy Grimm, Motorola Representative at 858.864.3660, (agrimm@daywireless.com).

Our goal is to provide Escondido PD with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jerry Burch'.

Jerry Burch  
Area Sales Manager

MOTOROLA SOLUTIONS, INC.





SECTION 1

# SOLUTION OVERVIEW



Motorola's proposed dispatch solution for Escondido Police features our MCC 7500 Dispatch Console, offering IP based seamless connectivity between Escondido Police's dispatch operators and field personnel.

### **MCC 7500 Console Configuration for Escondido Police**

The proposed solution includes Seven (7) MCC 7500 Dispatch Consoles designed to interface with the existing San Diego County Regional Communication System (RCS) and the future Next Generation RCS. All of the dispatch positions will be located at the Escondido Police Department's dispatch center. The proposal details the functionality of the following included components.

#### **Each MCC 7500 Console position includes the following equipment:**

- (1) Small form factor PC with 24" Touch Monitor
- (1) MCC 7500 Voice Processor Modules (VPM)
- (2) Headset Jacks
- (1) Headset Base with PTT and 15 Foot Cord
- (3) Desktop Speakers
- (1) Gooseneck Microphone
- (1) Transmit Footswitch

Each position licensed for the following capabilities:

- MCC 7500 trunking radio operation
- MCC 7500 advanced conventional radio operation
- AES and DES Encryption
- MCC 7500 Over the Ethernet Keying (OTEK)
- Instant Recall Recorder

Site Equipment Included:

- (2) Motorola GGM 8000 Gateways
- (2) Site Ethernet LAN Switches
- (2) Conventional Channel Gateway (CCGW)
- (1) Conventional Site Controller (CSC)
- (1) Aux I/O Shelf
- (1) MKM 7000 Console Alias Manager
- (1) Standard PC
- (1) Archiving Interface Server
- (1) Firewall

MCC 7500 Console Operator Positions connect directly to the radio system's IP transport network through the site LAN Switch and Gateway. Audio processing, encryption, and switching intelligence for dispatch is performed within each software-based operator position, without additional centralized electronics. MCC 7500 consoles function as integrated components of the entire radio system, enabling full participation in system level features such as end-to end encryption and agency partitioning. Operator position hardware proposed consists of a personal computer, monitor, keyboard and mouse, speakers, audio accessories and a VPM. The VPM allows analog devices to be connected to the digital console. The low-profile VPM can be rack mounted, furniture mounted or placed on the desktop.

The MCC 7500 console does not require separate configuration or performance management equipment. The console system is configured and managed by the radio system's configuration manager, fault manager and performance reporting applications to provide the customer with a single point for configuring and managing the entire radio system. Aliases for Radio PTT IDs may be managed both locally and centrally in the same system to provide agencies sharing an ASTRO 25 radio system with the flexibility to meet their alias management needs.

### **GGM8000 Gateway**

Designed to provide a clear demarcation point between your existing IP network architecture and ASTRO 25 systems, the GGM 8000 Gateway is a multi-purpose network communications platform, constructed to interconnect devices and networks within ASTRO 25 systems. The need for special protocols, including multicast, are eliminated with static tunnels through your backhaul network. The easy serviceable design allows all internal modules to be replaced without removing the chassis from the rack. Motorola manages the firmware, configurations and applications to ensure the highest levels of system integrity, performance, and information assurance compliance. Dual Gateways have been provided to ensure dispatch functionality is not completely lost in the event of a Gateway failure.

### **LAN Switch**

The site LAN switch provides LAN interfaces for dispatch site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment. Dual LAN switches have been provided to ensure dispatch functionality is not completely lost in the event of a LAN switch failure.

### **MKM 7000 Console Alias Manager**

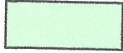

The Motorola MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases that are displayed on MCC7500 consoles. It enables agencies that are sharing a radio system to make changes to the aliases that are displayed on their dispatch positions and logging recorders (if applicable), without affecting the aliases displayed on the dispatch positions and logging recorders of other agencies on the system. A typical dispatch console uses many types of aliases to make it easier for dispatchers to do their jobs by providing meaningful, descriptive names instead of numeric ID numbers for different resources on the console. For example, aliases are used for:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Frequencies on multi-frequency conventional channels
- PL codes on conventional channels using PL
- Preconfigured pages
- Radio unit IDs (also called radio PTT IDs)

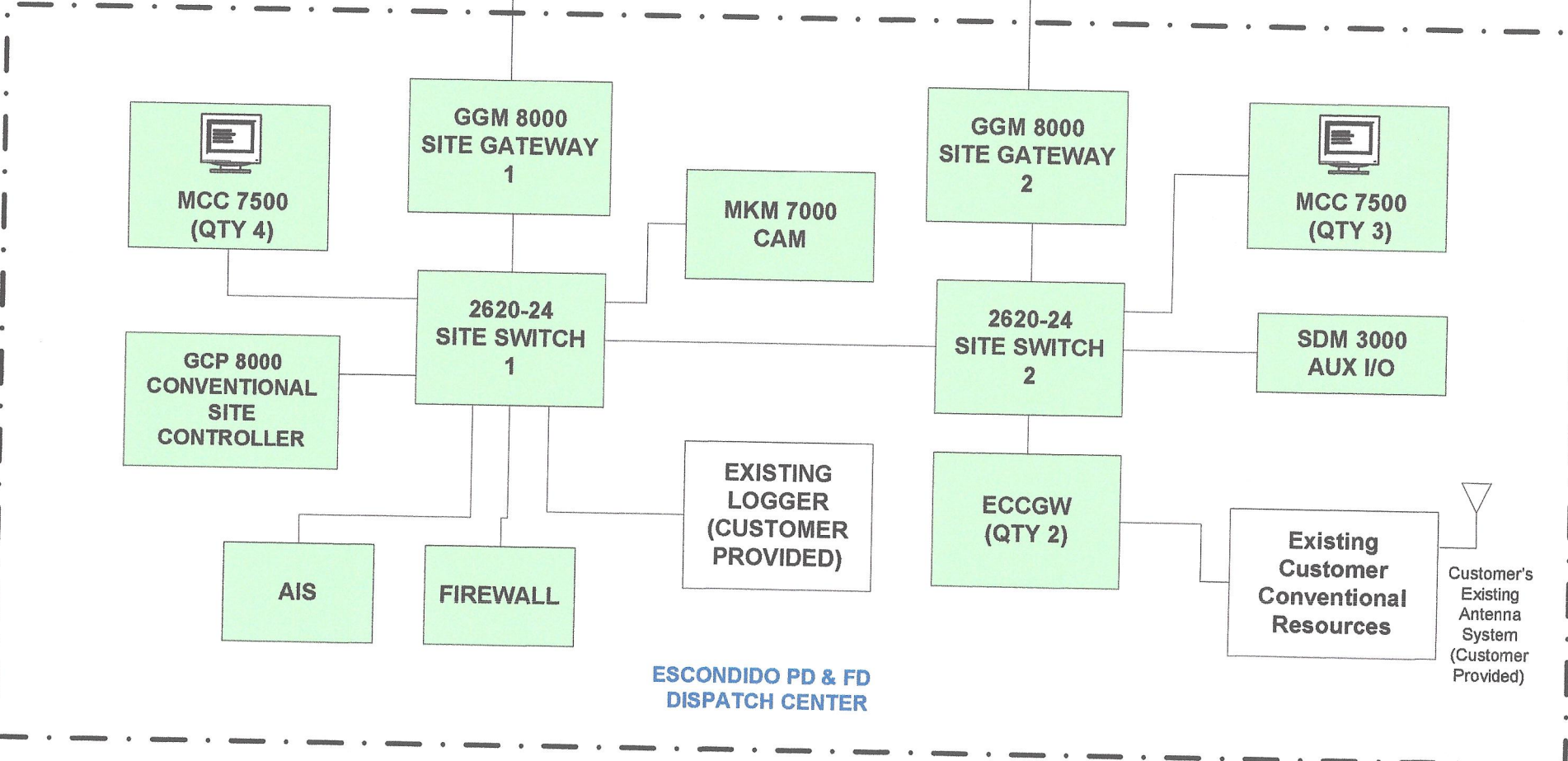
Most of these aliases are defined when the console is first installed and rarely or never change. But, radio unit IDs can change more often and thus need a way to easily make changes. The MKM 7000 Console Alias Manager satisfies this need.

# SAN DIEGO COUNTY ASTRO 25 MASTER SITE

Legend:

-  New equipment
-  Existing equipment

*2 Public Safety Grade  
Ethernet Links (CUSTOMER  
PROVIDED)*



**ESCONDIDO PD & FD  
DISPATCH CENTER**

Customer's  
Existing  
Antenna  
System  
(Customer  
Provided)

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.



SECTION 2

# SYSTEM DESCRIPTION

## 2.1 MCC 7500 SOLUTIONS OVERVIEW

Motorola's proposed dispatch solution for the Escondido Police Department is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Escondido PD's dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide Escondido Police Department with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. See the figure titled "MCC 7500 Dispatch Console."



**Figure 1: MCC 7500 Dispatch Console. The Console includes desktop PC, headset, speakers, display, keyboard, mouse, microphone, and Voice Processor Module**

The proposed solution for Escondido PD includes seven MCC 7500 Dispatch consoles at Escondido. The following table summarizes the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

**Table 1: Summary of Proposed Equipment**

Quantity	Description
Operator Positions	
7	Personal Computer
7	Voice Processor Module
7	Computer Display
14	Headset Jack
21	Desktop Speakers
7	Footswitch
7	Gooseneck Microphone
Additional Equipment	
2	Console LAN Switch
2	Console Site Router



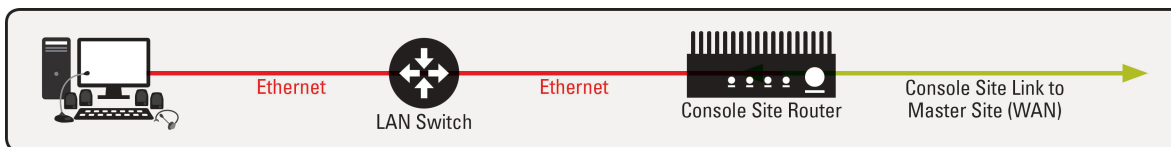
Quantity	Description
2	GGM 8000 Gateway with a Conventional Gateway Interface (CCGW)
1	GCP 8000 K-Core Site Controller
1	SDM 3000 Auxiliary Input/Output Server
1	Archiving Interface Server
1	MKM 7000 Console Alias Manager





## 2.2 CONSOLE CONNECTIVITY

The proposed MCC 7500 Dispatch consoles will connect into the ASTRO 25 master site at The PSC Master Site. A conceptual diagram of the proposed console connectivity has been provided in the figure titled "System connectivity for proposed solution."



**Figure 2: System connectivity for proposed solution.**

The solution will rely on Ethernet links provided by San Diego County for backhaul connectivity.

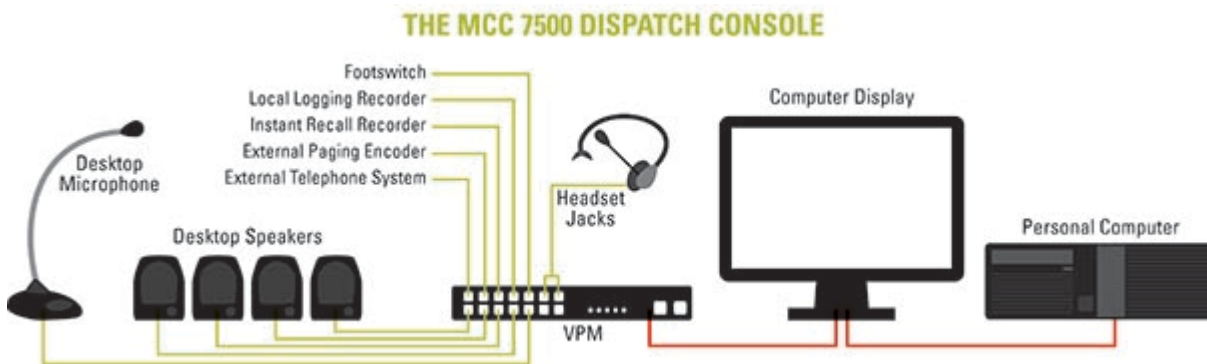






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## 2.3 ELEMENTS OF THE MCC 7500



**Figure 3: MCC 7500 Dispatch Console Components**

As proposed to Escondido PD, each MCC 7500 Dispatch console includes the following elements:

### **Personal Computer (PC)**

The personal computer included with the console position is Windows-based, and certified by Motorola to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured.

### **Computer Display**

A 24" touch Computer Display is provided with each MCC 7500 dispatch console.

### **Headset Jack**

The dispatch console supports two headset jacks, both push-to-talk (PTT) and non-PTT-enabled for simultaneous use by the dispatch operator and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

### **Gooseneck Microphone**

The microphone controls the dispatch console's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

### **Voice Processor Module (VPM)**

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

### **Footswitch**

Each dispatch console includes a footswitch for general transmit.

### **Desktop Speakers**

Three audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

---



## 2.4 ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the MCC 7500 to meet Escondido PD's needs.

### SDM 3000 Auxiliary Input/Output Server



The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.

### GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)



The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports,

and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital, and mixed mode channels.

### GCP 8000 K-Core Site Controller



The GCP 8000 enables dispatch operators to access and control local call activity between radios. It also enables operators to acknowledge, grant, and end calls, as well as arbitrate channel assignments and distribute subscriber signaling to affiliated consoles.

### MKM 7000 Console Alias Manager

The MKM 7000 manages the display of radio unit ID aliases on the dispatch console. It enables agencies to manage their radio unit ID aliases independently and autonomously without requiring a network manager client at the dispatch center. The MKM 7000 also supports aliases for radio unit IDs for ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, Advanced Securenet conventional systems, and SmartX-enabled SmartZone or SMARTNET systems.

### Archiving Interface Server

The Archiving Interface Server (AIS) serves as the interface between the radio system and the logging recorder solution, archiving and transferring call audio and any information associated with the call (PTT ID, Alias, Type of Call, etc.) to the recorder. The AIS monitors all identified resources, passes call-control information to the logging recorder, and redirects the audio for those monitored channels to the logging recorder.





## 2.5 EQUIPMENT LIST

Please see the attached equipment list for the proposed solution.



QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (USD)	EXT LIST (USD)
<b>MCC7500 Console Equipment</b>				
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$ 250.00
7	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$ 83,440.00
7	CA01642AA	MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$ 84,000.00
7	CA01643AA	MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$ 35,000.00
7	CA01644AA	MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$ 21,000.00
7	CA00147AF	MCC 7500 SECURE OPERATION	\$ 3,250.00	\$ 22,750.00
7	CA00182AB	AES ALGORITHM	\$ 750.00	\$ 5,250.00
7	CA00144AC	DES-XL ALGORITHM	\$ 750.00	\$ 5,250.00
7	CA01220AA	MCC 7500 / MCC 7100 OTEK OPERATION	\$ 3,350.00	\$ 23,450.00
7	CA00140AA	AC LINE CORD, NORTH AMERICAN	\$ -	\$ -
7	DSEV241	TECH GLOBAL EVOLUTION SERIES 24INCH WITH TOUCH	\$ 4,378.00	\$ 30,646.00
7	SMALLCOMPUTER	Small Form Factor Computer	\$ 2,950.00	\$ 20,650.00
7	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 350.00
21	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$ 9,450.00
14	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 2,800.00
7	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$ 1,750.00
7	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	\$ 210.00	\$ 1,470.00
7	DQACM3151	TRANSMIT FOOT SWITCH	\$ 606.00	\$ 4,242.00
7	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$ 1,155.00
7	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)	\$ 2,648.00	\$ 18,536.00
7	CDN6673	CREATIVE LABS INSPIRE A60	\$ 46.00	\$ 322.00
<b>MCC7500 Site Equipment</b>				
2	CLN1856	2620-24 ETHERNET SWITCH	\$ 2,250.00	\$ 4,500.00
2	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$ 8,400.00
1	F4543	SITE MANAGER BASIC	\$ 1,855.00	\$ 1,855.00
1	VA00874	AUX I-O SERV FW CURR ASTRO REL	\$ 175.00	\$ 175.00
1	V266	90VAC TO 260VAC PS TO SM	\$ 120.00	\$ 120.00
3	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$ 270.00
1	F4547	SM IO EXPANSION BASIC	\$ 900.00	\$ 900.00
3	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$ 270.00
1	BVN1013	MKM 7000 Console Alias Manager Software	\$ 250.00	\$ 250.00

1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$	2,950.00	\$	2,950.00
1	T7885	MCAFFEE WINDOWS AV CLIENT	\$	165.00	\$	165.00
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$	50.00	\$	50.00
2	SQM01SUM0205	GGM 8000 GATEWAY	\$	4,200.00	\$	8,400.00
2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$	6,000.00	\$	12,000.00
1	T7038	GCP 8000 SITE CONTROLLER	\$	3,000.00	\$	3,000.00
1	CA00303AA	QTY (1) SITE CONTROLLER	\$	2,500.00	\$	2,500.00
1	X153AW	RACK MOUNT HARDWARE	\$	50.00	\$	50.00
1	CA01136AA	MCC 7500 CONVEN SITE OPER	\$	6,500.00	\$	6,500.00
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$	495.00	\$	495.00
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$	118.00	\$	236.00
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$	85.00	\$	85.00
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$	2,950.00	\$	2,950.00
1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$	11,920.00	\$	11,920.00
1	CA00288AB	MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$	15,060.00	\$	15,060.00
1	CA00147AF	MCC 7500 SECURE OPERATION	\$	3,250.00	\$	3,250.00
1	CA01220AA	MCC 7500 / MCC 7100 OTEK OPERATION	\$	3,350.00	\$	3,350.00
1	CA00182AB	AES ALGORITHM	\$	750.00	\$	750.00
1	CA00144AC	DES-XL ALGORITHM	\$	750.00	\$	750.00
1	CA00140AA	AC LINE CORD, NORTH AMERICAN	\$	-	\$	-
1	T8126	FORTINET FIREWALL APPLIANCE	\$	3,200.00	\$	3,200.00
			<b>Total</b>		<b>\$</b>	<b>466,162.00</b>



SECTION 3

# IMPLEMENTATION PLAN

## 3.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

**Table 2: Project Tasks and Responsibilities**

Tasks	Motorola Solutions	Escondido PD
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign resources.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule project kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Record and distribute project status meeting minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintain responsibility for third-party services contracted by Motorola Solutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete assigned project tasks according to the project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submit project milestone completion documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upon completion of tasks, approve project milestone completion documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present project scope and objectives.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review SOW responsibilities and project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Present the system design and operational requirements for the solution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present installation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		



Tasks	Motorola Solutions	Escondido PD
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide obstruction-free area for the cable run between the demarcation point and system equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios etc.).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Sites meet physical requirements for equipment installation.		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to Motorola's Customer Center for Solutions Integration (CCSi).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assemble required subsystems to assure system functionality.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power up, load application parameters, program, and test all staged equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Confirm system configuration and software compatibility with the existing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform factory functional acceptance tests of system features	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduct site and system level testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: System staged and ready for shipment.		





Tasks	Motorola Solutions	Escondido PD
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Receive solution equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inventory solution equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of and inventory solution equipment with designated contact.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install of all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connect installed equipment to the provided ground system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Note any required changes to the installation for inclusion in the "as-built" system documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remove, transport, and dispose of old equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Equipment installed.		
<b>Console Installation and Configuration</b>		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connect console to circuit demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install PC workstation w/ keyboard and mouse, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Develop templates for console programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform console programming and configuration.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Console equipment installation completed.		
<b>Logging Recorder Interface</b>		
Provide logging recorder interface.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Logging recorder interface installation completed.		
<b>Develop Console Dispatch Profiles</b>		







Tasks	Motorola Solutions	Escondido PD
Develop Dispatch Profiles with Escondido's input.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Designate user group representatives for the user groups, to make timely decisions on their behalf.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and approve dispatch profiles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Program approved templates into console.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approve templates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Deliverable: Fleetmap plan completed and approved by Customer.</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Deliverable: Completion of System Optimization.</b>		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolve any minor task failures before Final System Acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Deliverable: Completion of functional testing and approval by Customer.</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	Escondido PD
Provide and program user radio and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify the personnel affected by the cutover of the date and time planned for cutover.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication with users regarding the project and schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Deliverable: Migration to new system completed, and punchlist items resolved.</b>		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Deliverable: Service information delivered and approved by Customer.</b>		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: • Site Block Diagrams. • Site Equipment Rack Configurations. • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. • Console Programming Template (where applicable). • Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Deliverable: All required documents are provided and approved. Final Project Acceptance.</b>		

### 3.2 PROJECT SCHEDULE

The estimated time for completion of the project is 5 months from Project Kickoff through Final Project Acceptance.

### 3.3 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Escondido PD's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during the Design Review.





SECTION 4

## SUPPORT PLAN

Motorola will warrant and provide additional above-warranty services for the proposed equipment in accordance with the warranty and service provisions of the existing contract #553982 between the County of San Diego and Motorola as stated below:

15.2.3.(iii) The Warranty Period for consoles purchased under this Agreement shall commence upon Acceptance of the console and shall continue for a period of three (3) years or until the expiration of the Warranty Period for Phases 1 and 2, as specified in Section 15.2.3(a)(i) above, whichever is later.





SECTION 5

# PRICING

The following table provides a pricing breakdown for the proposed equipment and services.



## 5.1 PRICING FOR ESCONDIO POLICE DEPARTMENT MCC7500 CONSOLE PROJECT

Pricing includes shipping / freight.

MCC7500 Console MIGRATION	Price
Equipment at List Price	\$466,162
19% Contract Discount	-\$88,571
Incentive Discount for Console Orders prior to December 31, 2018; additional 20% off discounted amount	-\$75,518
Equipment Subtotal	\$302,073
Tax on equipment 7.75%	\$23,411
Equipment with Tax Subtotal	\$325,484
Services	\$187,161
TOTAL SALE PRICE INCLUDING TAX	\$512,645

## 5.1 PAYMENT MILESTONES:

**Equipment Price plus Tax:** Upon Contract Execution

**Services Price:** Upon Completion of Project



SECTION 6

## CONTRACTUAL DOCUMENTATION

Motorola proposes to include the equipment and services in the proposed solution per the terms and conditions of the existing contract #553982 between the County of San Diego and Motorola, dated June 27, 2016.



## CITY COUNCIL STAFF REPORT

**Consent Item No. 9**

**July 11, 2018**

**File No. 0600-10, A-3242**

**SUBJECT:** Continuing Emergency Repair of Five Sections of Escondido Sewer Pipeline (Hale Avenue Underpass of I-15, Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates)

**DEPARTMENT:** Utilities Department, Wastewater Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-103, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

**FISCAL ANALYSIS:**

Funding for this emergency sewer pipeline work is available in the Wastewater Fund. The contracts will be time and materials contracts, meaning that the contractors will bill for staff time, equipment, and construction materials necessary to complete the repairs. The contract values, \$1,184,580 for Southland Paving, Inc. and \$3,000,000 for Orion Construction Corp., are not to be exceeded without further Council approval.

**BACKGROUND:**

Previously, the City Council adopted Resolution No. 2018-50, approving emergency action to immediately begin repairs on the five sections of pipeline located along sections of Hale Avenue. The existing sewer pipeline along Hale Avenue is a 24-inch to 27-inch diameter reinforced concrete pipe, installed in 1959. The pipeline that includes sections covered by this emergency runs for approximately 7,300 feet from Tulip Street to the Hale Avenue Resource Recovery Facility (HARRF). This pipeline conveys raw sewage from approximately 40 percent of Escondido to the HARRF.

On March 30, 2018, the City of Escondido ("City") completed an agreement in an amount not to exceed \$797,970 with Southland Paving, Inc. to perform the emergency repair of the sewer pipeline along Hale Avenue between Tulip and Simpson. On April 17, 2018, the City completed an agreement in an amount not to exceed \$2,500,000 with Orion Construction Company to perform the emergency repair of the sewer pipeline along Hale Avenue at the Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates.

Continuing Emergency Repair of Five Sections of the Sewer Pipeline in Hale Avenue  
July 11, 2018  
Page 2

On April 18, 2018, the City Council adopted Resolution No. 2018-65, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On May 2, 2018, the City Council adopted Resolution No. 2018-69, declaring that emergency repairs should continue on the damaged sewer main sections. The City Council also approved a budget adjustment in the amount of \$2,000,000 from the Wastewater Operating Fund to the Sewer Pipeline Replacement CIP.

On May 16, 2018, the City Council adopted Resolution No. 2018-70, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On June 6, 2018, the City Council adopted Resolution No. 2018-71, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue, approving Change Order No. 1 for the Southland Paving agreement for an amount not to exceed \$386,610, and approving a budget adjustment of \$386,610 from the Wastewater Operating Fund Reserve to the Sewer Lines Capital Outlay to fund the emergency sewer main repairs.

On June 20, 2018, the City Council adopted Resolution No. 2018-102, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue, approving Change Order No. 1 for the Orion Construction Company agreement for an amount not to exceed \$500,000, and approving a budget adjustment transferring \$200,000 from Collection System Maintenance (CIP #800329) and \$300,000 from Alley Rehabilitation Project (CIP #807705) into the Sewer Pipeline Replacement (CIP #807704) to fund the emergency sewer main repairs.

As of June 28, 2018, Southland Paving, Inc. has completed the emergency repair of the sewer pipeline along Hale Avenue under Interstate 15 between North Tulip Street and Simpson Way.

Orion Construction Company has completed two sections of sewer pipeline located in the following areas: 1) South Hale Avenue from the Escondido Creek, through the Windsor Gardens Apartments, across 9<sup>th</sup> Avenue to the entrance of the Casa Grande Mobile Estates; and 2) in the Kia dealership parking lot. Orion Construction Company is currently working on the sewer pipeline sections located in Casa Grande Mobile Estates and Green Tree Mobile Home Estates.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Dir. of Utilities  
7/2/2018 1:04 p.m.

*Angela Morrow*, Dep. Dir. of Util./Const. & Eng.  
7/2/2018 12:14 p.m.

ATTACHMENTS:

1. Resolution No. 2018-103



RESOLUTION NO. 2018-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF FIVE SECTIONS OF THE ESCONDIDO SEWER PIPELINE ALONG HALE AVENUE

WHEREAS, five sections of the sewer pipeline generally along Hale Avenue were at risk of an imminent, catastrophic failure; and

WHEREAS, pursuant to Resolution No. 2018-50, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, staff subsequently entered into a Public Improvement Agreement (“Agreement”) with Southland Paving, Inc. in an amount not to exceed seven hundred ninety-seven thousand nine hundred seventy dollars (\$797,970), and an Agreement with Orion Construction Corp. in an amount not to exceed two million five hundred thousand dollars (\$2,500,000), to repair the five sections of sewer pipeline; and

WHEREAS, pursuant to Resolution No. 2018-65, the City Council found it to be in the best public interest to continue the emergency action; and

WHEREAS, pursuant to Resolution No. 2018-69, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-70, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-71, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, the pursuant to Resolution No. 2018-102, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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

1. That the above recitations are true.
2. That the Mayor and City Council finds the failure of the five sections of sewer pipeline generally along Hale Avenue is a public health and safety emergency; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the sewer pipeline.

## CITY COUNCIL STAFF REPORT

**Consent Item No. 10**

**July 11, 2018**

**File No. 600-10, A-3257**

**SUBJECT:** Bid Award and Public Service Agreement for Senior Nutrition Program Meals and Transportation Service

**DEPARTMENT:** Community Services Department, Older Adult Services Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-104 authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services in the amount of \$286,752. Of that total amount, \$132,921.50 will pay for the preparation and delivery of the Park Avenue Community Center (Center) Nutrition Program meals and \$153,830.50 will pay for the senior transportation services to and from the Center.

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

N/A

**PREVIOUS ACTION:**

On June 17, 2015, the City Council approved Resolution No. 2015-97, authorizing the Mayor and City Clerk to execute a Public Service Agreement with Redwood Senior Homes and Services for provision of meal and transportation services. Amendments to this agreement have been approved by the City Council each fiscal year thereafter. This agreement expired on June 30, 2018.

On May 16, 2018, the City Council approved Resolution No. 2018-27, approving the One Year Action Plan for CDBG, HOME and ESG Funds.

On June 13, 2018, the City Council approved Resolution No. 2018-82, approving the City of Escondido Fiscal Year (FY) 2018-2019 Annual Operating Budget.

**FISCAL ANALYSIS:**

Funding for senior meal and transportation services is included in the FY 2018-2019 Senior Nutrition Budget in the amount of \$286,752. Additionally, the Senior Nutrition Program has been awarded CDBG funding for FY 2018-2019 in the amount of \$56,110 for meals and \$34,610 for transportation services. These grant funds will offset contract costs to the General Fund.

Furthermore, the City has been awarded a nutrition grant through the County of San Diego Aging and Independent Services, which will commence on July 1, 2018. This grant will also offset the Senior

Nutrition meal and transportation services contract cost to the general fund by a maximum of \$91,544.

BACKGROUND:

Escondido seniors are faced with a strained economy, soaring food and transportation costs, and find it difficult to make ends meet on a fixed income. The meal and transportation services offered through the Senior Nutrition Program present a solution to Escondido seniors to access good nutrition and combat isolation in a positive environment. As a result of this service, the senior community continues to be an active participant in the City's economic and civic growth.

The City of Escondido has offered the Senior Nutrition Program for over 40 years. During the past year, the Senior Nutrition Program has experienced an increase in the number of seniors who dine at the Park Avenue Community Center. In FY 2016-2017 staff served a total of 20,786 meals. By the end of FY 2017-2018, it is estimated that over 22,500 meals will have been served.

The City of Escondido has provided van service for the Senior Nutrition Program for approximately 22 years. During the past two years, the Senior Nutrition Program has experienced a steady increase in participation in the numbers of seniors who utilize the transportation service. In FY 2016-2017, over 11,000 one-way rides were completed. By the end of FY 2017-2018, it is estimated that 11,200 trips will have been completed.

In May 2018, Request for Proposals (RFPs) were mailed to six businesses that provide senior meal and transportation services to residential senior communities as well as other San Diego and North County senior centers. One bid was received. After reviewing the bid, Redwood Senior Homes and Services, located in Escondido, was determined to be a responsive bidder. Therefore, staff is recommending the bid be awarded to Redwood Senior Homes and Services.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joanna Axelrod*, Director of Communications and Community Services

ATTACHMENTS:

1. Resolution No. 2018-104
2. Resolution No. 2018-104 - Exhibit A (PSA)

RESOLUTION NO. 2018-104

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE, ON BEHALF OF THE  
CITY, A PUBLIC SERVICE AGREEMENT  
WITH REDWOOD SENIOR HOMES AND  
SERVICES FOR PROVISION OF MEAL AND  
TRANSPORTATION SERVICES

WHEREAS, the City of Escondido recognizes the need for nutrition services for elderly persons in our community; and

WHEREAS, the City of Escondido recognizes the need for transportation services for elderly persons in our community; and

WHEREAS, Redwood Senior Homes and Services ("RSHS") has submitted a proposal; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve a Public Service Agreement ("Agreement") with RSHS to provide meal and transportation services for elderly persons; and

WHEREAS, the Director of Communications and Community Services recommends approval of entering into an Agreement with RSHS for one (1) year; effective July 1, 2018, through June 30, 2019, in an amount not to exceed \$132,921.50 for meals, and \$153,830.50 for transportation services.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Communications and Community Services.

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement for one (1) year with Redwood Senior Homes and Services for meal and transportation services. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Joanna Axelrod  
760-839-4871  
("CITY")

And: Redwood Senior Homes and Services  
710 West 13<sup>th</sup> Ave  
Escondido, California 92025  
Attn: Kurt Norden  
1-760-747-4306  
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachments A and B," which are attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$10.69 per ride, \$3.88 per meal, and a \$10.00 daily delivery charge, not to exceed \$286,752. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by June 30, 2019. Four additional one (1) year option periods may be granted immediately following the initial term, with mutual agreement between the CITY and CONTRACTOR, for a total of five (5) consecutive years. Agreement for a one (1) year option period will be confirmed in writing sixty (60) days prior to termination of the current contract period. Extension of terms or time of performance may be made only upon the City's written consent.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachments A and B." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.

7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
  - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

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

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

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



- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

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

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a

licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

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

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

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

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

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

Redwood Senior Homes and Services

\_\_\_\_\_  
Signature

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

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_

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

Attachment A

**CITY OF ESCONDIDO  
REQUEST FOR PROPOSAL  
FOR THE PREPARATION AND DELIVERIES OF MEALS**

**RELEASE DATE:** May 18, 2018

**REQUEST FOR PROPOSAL:** Park Avenue Community Center Nutrition Program Meals

Notice is hereby given that the City of Escondido, hereinafter referred to as "City," is seeking proposals for the Park Avenue Community Center Nutrition Program Meals. One copy of the request for proposal is enclosed. Bidders shall complete and return proposals on or before the closing date and time. The City of Escondido reserves the right to reject any or all proposals on any basis whatsoever.

**FOR:** Park Avenue Community Center Nutrition Program Meals

**DUE DATE:** June 4, 2018 by 3:00 p.m.

**Return Completed Proposals to:**

**Park Avenue Community Center  
210 Park Avenue  
Escondido, CA 92025  
760-839-4384  
Attn: Jilaine Hernandez**

**Any proposals received after the above date and time will be returned to the bidder unopened.**

Any requests for information or clarification regarding this proposal should be directed to Jilaine Hernandez at [jahernandez@escondido.org](mailto:jahernandez@escondido.org) or 760-839-4384 by 3:00 p.m. on Friday, May 25, 2018.

Each proposal shall be in accordance with specifications, instructions and information contained in the proposal request package. The City reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the City.

## **REQUEST FOR PROPOSALS FOR THE PREPARATION AND DELIVERIES OF MEALS**

The City of Escondido is seeking proposals from qualified bidders for the preparation and delivery of meals for the Park Avenue Community Center Nutrition Program. The Nutrition Program is held on site at the Park Avenue Community Center, Monday through Friday, excluding up to 12 holidays per year. The successful bidder will work with City staff to design meals and menus in accordance with specific guidelines established through the County of San Diego Aging and Independence Services, prepare meals, and deliver the meals to the Park Avenue Community Center beginning on July 1, 2018. Any contract awarded will be for one (1) year with an option to renew for four (4) additional one-year periods, for a total of three (5) years, as stated under the Special Conditions of this contract.

Specifications and samples of the menu have been provided to facilitate completion of the proposal. **Proposals, which shall include all pages of the original packet, must be received by Park Avenue Community Center no later than June 4, 2018 at 3:00 p.m.** (Mail, E-mail, or deliver in person to: Jilaine Hernandez, Park Avenue Community Center, 210 Park Avenue, Escondido, CA 92025).

After review of the submitted proposals, the City may choose to interview the top three (3) bidders. Finalists will be asked to submit samples of food items that would be on a typical menu, to the interview panel at no charge to the City. Although cost is a significant factor, the selection of the successful bidder will not be based on lowest cost, but on the proposal that demonstrates the ability to best meet the City's needs. The City anticipates that a proposal will be awarded by June 2018. The selected bidder should be prepared to provide required Escondido business license and insurance prior to commencing work on July 1, 2018. By submitting a proposal, you are indicating your willingness and ability to obtain the insurance specified.

Thank you for your interest in the providing meals for the Park Avenue Community Center Nutrition Program.

**PROPOSAL SUBMITTAL FORM**

1. Congregate Meals \$ 3.88 per meal \$ 10.00 daily delivery charge
2. Attach a list of at least three local references; contact name, organization name, and telephone number (reference checking may not be limited to those submitted).
3. Attach information about your company in general, including the type of customers you serve and length of time in business. Include a copy of the owners and/or food service manager's Food Safety Certification, and other certifications and/or education relative to the work being proposed.
4. Attach a statement that indicates whether you will comply with the requirements in this RFP and sample agreement, and details about any exceptions.
5. Attach a sample menu in a format similar to Attachment 4 & 5.

Redwood Senior Homes and Services  
Company Name

1-760-747-4306  
Phone Number

  
Authorized Signature

5-24-18  
Date

Kurt Norden  
Contact Name

1-760-747-4306  
Phone Number

Kurt.Norden@HumanGood.org  
E-Mail Address

ATTACHMENT "A"

**REDWOOD SENIOR HOMES AND SERVICES**  
**Service Ageement**  
**Meals for the Senior Nutrition Program**  
Fiscal year 2018-2019  
(July 1, 2018 to June 30, 2019)

Working with City of Escondido staff, Redwood Terrace provides nutritionally balanced meals to older adults for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday. Redwood Senior Homes and Services agrees to provide the following:

1. Meals Mondays through Friday at a cost of \$3.88 per meal.
2. Transport the meals from Redwood Terrace to the Escondido Senior Center, 210 Park Avenue, at a cost of \$10.00 per day.

The total cost of meals services for FY 18-19 shall not exceed \$132,921.50



# State of California

## Department of Social Services

Facility Number: 374600566

Effective Date: 08/26/1997

Total Capacity: 210

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

### this License to

REDWOOD SENIOR HOMES SERVICES & SCPH

to operate and maintain a

RCFE-CONTINUING CARE RETIREMENT COMMUNITY

### Name of Facility

REDWOOD TERRACE  
710 WEST 13TH AVENUE  
ESCONDIDO, CA 92025

This License is not transferable and is granted solely upon the following:

SERVES PERSONS OVER AGE 60. APPROVED FOR ALL NON-AMBULATORY. APPROVED DEMENTIA WAIVER FOR 12 BED AREA WITH SECURED PERIMETERS. APPROVED HOSPICE WAIVER FOR FIVE (5) TERMINALLY ILL RESIDENTS.

Client Groups Served:


CONTINUE CARE CONTRACT (CCC)

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office

(619) 767-2300

Jeffrey Hiratsuka  
Deputy Director,  
Community Care Licensing Division

  
\_\_\_\_\_  
Authorized Representative of Licensing Agency





Exam Form No. 5018  
Cert. No. 12043669

TO KARA EDWARDS

Date of Examination 02/17/2016  
Date of Expiration 02/17/2020

Local laws apply. Check with your local regulatory agency for certification requirements.  
© 2016 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe is a registered trademark of the NRAEF. Used under license by National Restaurant Association Solutions, LLC. The name appearing next to ServSafe is a trademark of the National Restaurant Association.



40655



Registered Dietitian™



Registered Dietitian Nutritionist™

**Commission on Dietetic Registration**

The credentialing agency for the Academy of Nutrition and Dietetics

CDR certifies that

Kara E Edwards

has successfully completed requirements for dietetic registration.

eat right.

*Kara Edwards RDN*

Signature

Registered Dietitian™ (RD™)

Registered Dietitian Nutritionist™ (RDN™)

Registration I.D. Number: 712803

Registration Payment Period:  
09/01/2017 - 08/31/2018

*Aileen Liscano* MS, RDN, CSP, FAND  
Chair, Commission on Dietetic Registration

*Kara's License*

# Redwood Terrace

a human good community

06/20/2018

Redwood Senior Homes and Services will comply with the requirements in this RFP and sample agreement.

Regards,



Kurt Norden

Executive Director  
Redwood Terrace

Life. It's personal.

## **SPECIAL CONDITIONS**

### **SELECTION**

The City of Escondido reserves the right to accept all or part of the proposal, or to reject it in its entirety. The City reserves the right to award any proposal to those bidders who are responsive, responsible, and who submit a proposal that is most advantageous to the City's best interest.

### **INDEPENDENT BUSINESS/PROVIDER**

The successful bidder shall be an independent business/provider and nothing contained in the final contract shall be construed to cause the bidder to be deemed or represented as an agent or employee of the City. The successful bidder agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability or claim of liability, including attorney fees, arising by reason of personal injury, death, or property damage and resulting from the successful bidder's negligent acts, errors, or omissions in the conduct of work performed under the contract.

### **BUSINESS LICENSE**

The business/provider shall obtain a City of Escondido Business License prior to commencing the quoted work.

### **PAYMENT TERMS**

Invoices shall be prepared and submitted to: City of Escondido, Park Avenue Community Center, 210 Park Avenue, Escondido, CA 92025. Invoices shall contain the following information: invoice #, description of services, unit prices, extended totals, and purchase order #. Upon completion of each month, the successful bidder may submit an invoice to the City for payment. Upon receipt of the invoice, the City will submit payment within thirty (30) days.

**TERMS, RENEWALS AND TERMINATION**

The contract with the City shall be for a minimum of one (1) year, beginning on July 1, 2018. If, for any reason, either party desires to terminate the contract within the initial term, a thirty (30) day written notice of termination shall be required. Four (4) additional one (1) year periods may be granted after the initial term, with mutual agreement between the City and the successful bidder, for a total of three (5) years. Agreement for a one (1) year extension will be confirmed in writing sixty days (60) prior to the termination of the contract period. Either party may, at that time, decline to renew the contract, and such declination would render the renewal option null and void.

The recommendation for award will be based on the initial contract period only and NOT on the option periods, if any.

**RENEWAL OPTION**

Option Period 1 – July 2019 – June 2020	YES <u>X</u>	NO ___
Option Period 2 – July 2020 – July 2021	YES <u>X</u>	NO ___
Option Period 3 – July 2021 – June 2022	YES <u>X</u>	NO ___
Option Period 4 – July 2022 – July 2023	YES <u>X</u>	NO ___

If bidder accepts the option to renew, the City will accept a maximum increase of six (6) percent of the original quote. Please indicate the maximum percent increase below.

Bidder stipulates that the cumulative total of all Option Period 1 increases would not exceed 5 % of the prices in effect at the end of the initial period.

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

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

Bidder stipulates that the cumulative total of all Option Period 4 increases would not exceed 5 % of the prices in effect at the end of Option Period 3.

## SPECIFICATIONS

### BACKGROUND

The Park Avenue Community Center has been serving lunches to seniors ages 50+, for over 39 years. This service was established out of the basic idea that "good nutrition is needed to maintain healthy bodies and an active interest in life." The nutrition program, formally deemed "the Park Avenue Café" in 2007, boasts an inviting atmosphere where seniors experience camaraderie with friends who often have similar backgrounds. A transportation component provides door-to-door service for seniors, from their home to the Park Avenue Community Center and back again. This transportation component is essential to reducing the isolation of seniors in the Escondido community. (Transportation component is bid in conjunction with Meal Program.)

Meals served at the Park Avenue Community Center are developed by a nutritionist contracted through the County of San Diego Aging and Independence Services. The nutritionist works closely with City staff and the contracted food vendor in order to provide meals that are designed to meet the dietary needs of seniors, keeping in mind that for many seniors the Park Avenue Café lunch is often their only meal of the day. Below are the cumulative numbers of meals we have served over the last three fiscal years:

- FY 14-15      23,839 meals served
- FY 15-16      23,641 meals served
- FY 16-17      20,786 meals served

The nutrition team consists of one full-time and one part-staff members to assist with the operations, and 15 volunteers who serve meals and clear tables. Because the program is supplemented by a County of San Diego grant through the Aging and Independence Services, seniors ages 60 and older are only asked for a suggested donation of \$3 for each meal. Those 59 and younger are required to pay \$5.00 per meal.

The Park Avenue Café at the Park Avenue Community Center offers Escondido seniors nutritious meals and social interaction. This combination is vital to their ability avoid isolation, and to live independently with confidence and vitality!

## **SCOPE OF SERVICES**

1. The City and the successful bidder will create menus that comply with specifications, see Attachments 4 & 5. The City and the successful bidder shall assure that all meals meet the standards of Title III of the Older Americans Act, and Nutritional Guidelines of the County of San Diego Aging and Independence Services (Attachment 1). The successful bidder will comply fully with all requirements of the California Department of Aging Program Manual including the section attached hereto (Attachment 2).
2. All menus must be written in five week cycles (minimum) and submitted to City staff by the first of the month prior. Only approved menus are to be used as a guide for meal preparation with the exception of deviations requested by City staff.
3. The successful bidder will prepare on average, 110 congregate meals per day Monday through Friday, except on holidays designated by the City (provided in Attachment 6). The City will communicate the initial number of meals needed for the following day by 3:00 p.m. on the previous day including the last day of the week before the weekend, and provide final confirmation by 9:00 a.m. the day of, with the ability to increase or decrease initial order by 10 meals. Per day meals may increase to approximately 150 meals per day on special holiday lunches. The number of requested meals may be below these numbers. The City will be charged a flat per meal rate for congregate meals.
4. The successful bidder shall comply with all federal, state, A.I.S. and local laws, and regulations governing the preparation and handling of food; and procure and keep in effect all necessary licenses, permits and food handlers' cards required by law; and post such licenses, permits and cards in a prominent place within the meal preparation areas. In addition, all food prepared for the City will be prepared in a Health Inspected Facility. Upon request, the successful bidder will deliver to the City a copy of the successful bidder's last Health Inspection Report, beginning with the last restaurant operated by the successful bidder. Upon request, the successful bidder will deliver to the City a copy of the successful bidder's latest Food Manager's Certificate.
5. The successful bidder shall deliver meals to the Park Avenue Community Center, 210 Park Avenue, Escondido, no later than 11:00 a.m. Monday through Friday. Exceptions must be

mutually agreed upon, by both the City and the successful bidder before changes are made regarding delivery. The successful bidder is responsible for delivering items to the City that were missing or shorted immediately after it is noticed by the City staff and communicated to the successful bidder.

6. The successful bidder shall be responsible for ordering, purchasing, and paying for raw food items and consumable supplies to be used in the preparation of all meals. Food preparation shall occur at the successful bidder's site and under supervision of successful bidder's employees. The successful bidder will not deliver overcooked or under-cooked food items. The successful bidder may deliver uncooked food items if requested in advance by the City. Fresh or frozen vegetables will be cooked only to the point of tenderness at time of delivery to the City. Fresh fruit will be served daily or as required by A.I.S. The successful bidder will also participate in the A.I.S. Harvest of the Month program by incorporating the predetermined fruit or vegetable into the meals at least once per week during that month.

7. The successful bidder will prepare a quantity of food necessary to assure that shortages do not occur due to minor serving errors. The size of serving portions necessary to meet nutritional requirements will be communicated to the City with each meal.

8. The successful bidder will allow the City and the A.I.S. to have access to the successful bidder's purchase documents and records, as well as food preparation, packaging and storage areas related to the performance of this contract to determine the adequacy of the successful bidder's purchasing, nutrition, and sanitation practices regarding meals provided under this contract.

9. The successful bidder shall comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

10. The successful bidder and City shall jointly maintain a Meal Transportation Log (Attachment 3), which includes menu items, portion size, and temperature record system. Said temperature record will be implemented and maintained to ensure sanitary and safe food handling procedures.

Temperature records shall include:

- Food prep
- Cool down
- Storage



- Refrigeration & freezer equipment (at facility opening & closing)
- Temperature of perishable food before loading for delivery

11. The successful bidder will supply information to the City for project reports as needed (e.g., actual labor costs and raw food costs).

12. Additional requirements are found in Attachment 1: Title 22, California Code of Regulations, beginning with §7638.5.

13. The successful bidder certifies that in performing under the purchase order awarded by the City of Escondido, it will comply with the County of San Diego Affirmative Action Program adopted by the Board of Supervisors, including all current amendments.

14. The successful bidder and the City will work to schedule menus up to 2 months in advance. This includes those special meals (e.g., holiday and special event meals) that can be predicted. The successful bidder will allow for occasional menu changes by the City due to diner preferences, food preparation or service difficulties, special events, etc.

15. Menu items that are part of the approved normal menu rotation will be standardized as to menu item name, ingredients used, preparation method and manner in which they are delivered to the City. All meals delivered on any one day will have identical ingredient items.

16. The City and successful bidder will work together to approve new menu items and changes in current menu items that will be added to the menu rotation. The successful bidder shall provide to the City for all new menu items under consideration: ingredients, preparation method, serving method and proposed packaging for delivery. New menu items must be approved by the City before their use.

17. At the time of meal transfer to the City, the City will account for the items delivered and sign successful bidder receipt for those items. Discrepancies will be noted on the receipt form by the City. Each menu item will be listed as a separate line item, (e.g., "salad with dressing on the side" will be listed as "salad" and "dressing"). The City shall not be required to pay for food or service not meeting the specifications discussed in this contract, referenced documents and approved menus. Substandard meals may include, but are not limited to, under-sized portions,

missing items, over-cooked items, poor quality food items, and burnt food. Food may be procured by the City from alternate sources at the successful bidder's expense if the Vendor fails to deliver meals, portions of meals or suitable meals. The City has the right to deduct from fees paid to the successful bidder the cost of food and preparation necessary to replace these meals. Even if deductions are made for missing or substandard meals, these situations are considered unacceptable.

18. The City shall notify the successful bidder of any variation from the current menu no less than one week before the meals are to be served. Vendor shall work with the City to comply with reasonable special menu requests for special events. A "Special Event" meal schedule will be provided to the successful bidder that may include specific meal items. The successful bidder may assume that menu variations received from the City have been approved by the A.I.S. nutritionist. If the successful bidder determines that they cannot comply with the menu change, the reason for non-compliance will be communicated to the City within 24 hours after receipt of the request. A subsequent negotiation between both parties will take place to reach a reasonable compromise.

19. The City agrees to provide beverages (not including milk and any beverage provided as a part of the nutritional meal requirements), and all cutlery, service utensils, trays and other non-dietary items not specifically otherwise stated to be the successful bidder's responsibility. All condiments normally associated with food items to be served will be provided by the successful bidder and be shown on menus submitted to the City for approval.

20. Meal assessments shall be conducted by the City on an on-going basis. The successful bidder shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by City staff documenting the quality of food and service received from the successful bidder. These records will be made available upon request.

## **ATTACHMENT 1**

**TITLE 22. SOCIAL SECURITY DIVISION  
1.8. CALIFORNIA DEPARTMENT OF AGING  
CHAPTER 4.(1) TITLE III PROGRAMS  
PROGRAM AND SERVICE PROVIDER REQUIREMENTS  
ARTICLE 5. TITLE III C-ELDERLY NUTRITION PROGRAM  
This database is current through 4/27/18, Register 2018, No. 17**

§ 7638.5. Nutrition Requirements of Meals.

- (a) Compliance with dietary guidelines:
1. In accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), each meal shall provide the following to participating individuals:
    - a. If the program provides one (1) meal per day, a minimum of one-third (1/3) of the in the Dietary Reference Intakes (DRIs) by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2006), which are incorporated by reference.
    - b. If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.
    - c. If the program provides three (3) meals per day, one hundred (100) percent of the RDAs.
  2. Meals shall comply with the Dietary Guidelines for Americans (2005. 6th.Edition) by the U.S. Department of Health and Human Services and the USDA, which is incorporated by reference.
- (b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:
1. a meal component system, or
  2. a detailed nutritional analysis.
- (c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.
- (d) Menus shall:
1. Be planned for a minimum of four (4) weeks.
  2. Be posted in a location easily seen by participants at each congregate meal site.
  3. Be legible and easy to read in the language of the majority of the participants.
  4. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3030g-21.

**ATTACHMENT 1 (continued)**  
**County of San Diego, Aging & Independence Services**  
**NUTRITION REQUIREMENTS FOR MEALS**  
**Senior Congregate and Home Delivered Meal Programs**  
**Effective July 2014**

**MENU PLANNING PROCEDURES**

**Title 22 of the California Code of Regulations requires the following:**

1. Meals must provide a minimum of one-third (1/3) of the DRIs as established by the Food & Nutrition Board, National Academy of Sciences-National Research Council and
2. Meals shall comply with the 2010 Dietary Guidelines for Americans (DGAs) published by the USDA and the U.S. Dept. of Health & Human Services.

**In order to meet these requirements, menus shall be planned and served using the following components. The requirements are as follows:**

<b>MENU COMPONENT and TARGET NUTRIENTS</b>	<b>REQUIRED SERVINGS PER MEAL* Minimum of 550 calories</b>	<b>MINIMUM SERVING SIZES</b>
<b>Lean Meats or Beans</b>	1 serving	2-3 ounces cooked. (Excludes skin, bones & breading)
<b>Vegetable (Includes potatoes)</b>	1-2 servings	½ cup cooked vegetables. 1 cup lettuce, vegetable quarters/chunks.
<b>Fruit</b>	1 serving	½ cup = one serving 1 cup = one serving of cubed fruit, strawberries, grapes or other similar sized items.
<b>Whole grain or enriched Bread/Pasta/Rice Couscous/Quinoa/ Kashka/Barley</b>	1-2 servings At least ½ of grain intake should be whole grains	1 slice bread (1 oz.) ½ Hamburger bun, bagel, English muffin or sandwich roll ½ cup cooked pasta, rice, etc.
<b>Low Fat Milk or Milk Alternate</b>	1 serving	1 cup
<b>Dessert Can be the Fruit/Grain Serving</b>	Optional	

**ATTACHMENT  
 1(continued)**

<b>Fiber</b>	7 grams/meal or averaged over the week	Combination of fruits, vegetables, whole grain bread/pasta/rice, beans, legumes, lentils
<b>Sodium</b>	Target of less than 1,000 mg/meal (<½ tsp. salt)	Denote menu items between 300 – 500 mg. sodium/serving with an *. Denote menu items with more than 500 mg sodium/serving with ** or !
<b>Potassium</b>	Target 1,500+ mg /meal	
<b>Oils</b>	7 grams or about 2 tsp.	Vegetable , nut and fish oils, soft vegetable oil spreads with 0 trans fat

\* The number of servings per meal estimates provision of 1/3 of the DRIs. Caloric value (1,600 Kcal/day) is based on a sedentary 70-year-old female.

**MEAL COMPONENTS & TARGET NUTRIENTS**

1. **Vitamin C.** Each meal shall provide a food(s) containing a minimum of **25 milligrams of Vitamin C.**
2. **Vitamin A.** A food(s) containing a minimum of **233 mcg. of Vitamin A shall be served at least three (3) times per week for a five (5) day a week menu,** and four times per week for a seven day a week menu.
3. **Fiber.** Each meal shall provide **7 grams of fiber per meal.** You may average fiber content over one week.
  - A. Fiber containing meal components are fruits, vegetables, breads/pasta/rice, whole grains and beans/lentils.
4. **Sodium.** Any **menu item containing between 300 - 500 mg. sodium** shall be noted with an \* on the menu for educational purposes. Any **menu item containing over 500 mg. sodium per serving** shall be noted with \*\* or ! for educational purposes.
  - A. It is recommended to incrementally decrease the amount of overall sodium in the meal over a period of time. Document efforts to reduce sodium content of meals.
  - B. The secondary goal is to decrease the number of high sodium food items (over 500 mg/serving) in a menu cycle.

### **ATTACHMENT 1 (continued)**

- C. **DO NOT use or salt substitutes such as potassium chloride.**  
Individuals should only use these products under the supervision of a healthcare professional.
5. **Potassium.** High potassium containing foods are encouraged, especially when high sodium food items are served.
6. **Protein.** Each meal shall provide a minimum of 2-3 ounces of cooked edible portion of **meat, fish, poultry, eggs, cheese, or the protein equivalent.**
- A. The meat in sauces, soups, stews or casseroles, must be a minimum of 2-ounce weight and provide at least 15 grams of protein per serving.
- B. Legume dishes include lentils, dried beans/peas, lima, kidney, navy, black, soybeans, pinto or garbanzo beans, black eyed peas, etc. A one half cup serving is equal to 1 ounce of meat.
- C. Count legumes as either a vegetable OR protein component. Do not count legumes as both a vegetable and a protein component.
- D. A ½ cup serving of cottage cheese is equal to 2 ounces of protein. 2 Tbsp. of Peanut Butter equals 1 ounce of protein. One egg equals 1 ounce of protein.
- E. Be as specific in the type of protein being used and method of preparation. Example: Turkey Meat Loaf, Chicken Enchiladas, Beef Enchiladas, Cheese Enchiladas, Baked Cod, Breaded Cod, Baked Swai, Baked Tilapia, etc. If a change in menu item is made, the Food Service Manager or Head Cook needs to notify the Nutrition Program Manager as soon as a change is made so participants can be informed.
7. **Vegetables.** Each meal shall contain **ONE – TWO (1-2) ½ cup servings,** drained weight or volume, of **vegetables.**
- A. A serving of tossed green salad, chunky vegetables like potatoes, squash or cherry tomatoes or other large items shall be one (1) cup.
- B. Potatoes, potato salad, sweet potatoes, etc. count as a vegetable, not a bread/starch.

**ATTACHMENT 1 (continued)**

- C. Vegetables added as an ingredient to a menu item (example: mixed vegetables in tuna casserole or mushrooms in gravy) must be ½ cup per serving in order for it to count as a serving.
  - D. One cup of a cooked vegetable such as in a stir fry dish will count as 2 servings.
8. **Fruit.** Each meal shall contain **ONE (1) ½ cup serving** of fresh, frozen or canned fruit packed in juice, light syrup, without sugar, or 100% fruit juice.
- A. Serving size of canned fruit is ½ cup drained.
  - B. Example of a serving size of unpeeled, whole fresh fruit is a small to medium sized banana, apple or orange.
  - C. Serving size of cubed fruit or items such as strawberries, grapes, etc is 1 cup.
  - D. Fruit packed in heavy syrup shall be rinsed.
  - E. See #11 below for serving the fruit as dessert.
  - F. Fruit juice can be served however the DGAs encourage the consumption of whole fruit rather than 100% fruit juice. Fruit juice lacks dietary fiber, when consumed in excess can contribute to extra calories and is a high glycemic index food.
9. **Whole grain bread/rice/pasta/etc.** Each meal shall contain **ONE-TWO (1-2) servings of whole grain or enriched bread or bread alternatives (rice, pasta, macaroni, etc.)**
- A. One-half of the daily grain intake should be from whole grains. These include whole grain ingredients that include the word “whole”, “entire”, “cracked”, “crushed” or “groats”; brown rice, oats, cornmeal, oat bran, wheat germ, rye and barley. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain.
  - B. A serving of cooked pasta or rice is ½ cup. If one cup is served, it will count as 2 servings.
  - C. A serving of bread is one slice or a small dinner roll (1-ounce weight).

**ATTACHMENT 1 (continued)**

- D. Hamburger buns, hot dog buns, a whole bagel or English muffin, torpedo sandwich breads all count as **2 servings of bread**.
  - E. See #11 below for serving a whole grain/grain as dessert.
10. **Milk/Milk Alternate.** Each meal shall contain **eight (8) ounces of fortified fat-free milk, low-fat milk or low-fat buttermilk**.
- A. Calcium fortified soy milk or other calcium fortified milk replacement with comparable nutrients equivalent to (1/3) of the DRI for calcium can be served.
11. Each meal can contain a **Dessert** to satisfy the caloric requirements or for additional nutrients.
- A. Whole, fresh fruit or canned fruit can be served as a dessert and counted as the fruit serving.
  - B. When a fruit based dessert contains  $\frac{1}{2}$  **cup** of fruit per serving, it may be counted as a serving of fruit. Example: pumpkin pie, fruit cobbler, strawberry shortcake, jello with 1/2c. fruit/veggies etc.
  - C. A whole grain based dessert contains primarily whole grains. Example: Oatmeal cookies, whole wheat bread pudding, granola, oat bars, etc. can contribute to the whole grain requirement.
  - D. Any other type of sweet, sticky dessert would be optional.
12. **Oils.** Choose plant based oils to provide flavor to meals, essential fatty acids and monounsaturated/polyunsaturated fatty acids.
- A. No food containing artificial trans-fat may be stored, distributed, served or used in the preparation of any food within a food facility.
  - B. Limit the consumption of solid fats. Common sources are: butter, beef/chicken/pork fat, stick margarine and shortening. Replace solid fats with plant based oils with beneficial monounsaturated and polyunsaturated fatty acids such as olive oil, canola oil or peanut oil.
  - C. Margarine for bread or as a condiment is not required but recommended. For Dietary Guidelines compliance it is recommended that a soft margarine be used instead of butter or hard margarine.



### **ATTACHMENT 1 (continued)**

- D. If you are providing a choice in salad dressings, provide an olive oil/canola oil based vinaigrette as an option.

#### **Other Considerations and Procedures:**

Attached menu format must be used. If another format is used, serving sizes of each menu item must be included on menu.

1. Menus are to be planned for a minimum of 4 weeks.
2. A minimum of 2 months' menus are to be planned and submitted to the AIS Nutrition Consultant 2 weeks before implementation. The 4-week cycle and/or menu items can be repeated during the 2 months submitted.
3. Substitutions to meals originally planned must meet the above requirements and be approved by a registered dietitian.
4. Menus are to be posted at the nutrition center in a location easily seen by participants at each congregate meal site. The menus should be legible, easy to read and in the language of the majority of the participants.

Other condiments that are traditionally part of the entrée should be provided. Examples are salad dressing, mustard/ketchup/relish for hotdogs, salsa for Mexican food, cranberry sauce for turkey, etc.

Some entrees or menu items do not hold up well during delivery. This should be considered during menu planning.

## **ATTACHMENT 2**



### **PROCEDURE MEMO Updated 7/2014**

## **FOOD TEMPERATURE DOCUMENTATION**

### **Background Information**

Our clients, both congregate and home delivered are one of the most susceptible populations to foodborne illness. Maintaining foods at proper temperatures will prevent the growth of disease causing bacteria. Bacteria can already be present in food or be introduced during food production or food service. By monitoring food temperature throughout the preparation and serving process, you are insuring that whatever bacteria may be present has been destroyed or is not multiplying at a rapid rate.

### **Procedure**

**All** potentially hazardous food (PHF) items, either served **hot or cold**, must be checked for temperatures. These include all menu items containing protein food items, cooked pasta/rice/grains/beans, cooked vegetables, cooked fruit, sliced tomatoes, cut melon, cut/chopped leafy greens, desserts containing protein, entrée salads and salads made from protein, salads with creamy dressings, sandwiches, and milk/dairy products.

If receiving more than one pan of the same food item, temp all to insure safe food temps.

### **When to Temp Foods**

Review the flow of food through your operation. Record the temperatures at the following Critical Control Points (CCPs) that apply to your operation.

- Completion of cooking/preparation – record on a temp log
- Removal from hot/cold holding or storage into carriers or HotShot (Congregate & HDM) – record on temp log
- Upon delivery of food, if satellite site or catered meal operation (Congregate & HDM) – record on temp log or Meal Transport Record
- Before serving (if holding time is more than 30 minutes) – record on temp log
- During serving, every 30 minutes – record on temp log

## **ATTACHMENT 2 (continued)**

Temperature information should be reviewed by Food Service Manager and corrective action must be taken to insure the safety of the food.

Catered/Satellite Meal sites should report deficiencies to the Caterer/Food Service Manager immediately. Site Managers should take necessary Corrective Actions in consultation with the Food Service Manager about the status of the menu item.

For HDMs, temperature of the last meal on a HDM route should be taken **daily**. Record temperature on Driver's Log. Manager to take corrective action if temperatures do not meet standard.

### **Temperature Standard**

Hot food temperatures shall be at 135° F or above, cold food temperatures shall be at 41° F or below.

### **Documentation Standard**

Temperatures at the CCPs must be documented with:

- Actual temperature
- Date and Time
- Employee/volunteer initial

Temperatures can be recorded on any of the following:

- Meal Transport Record (sample attached)
- Monthly Menu
- Temperature Log (sample attached)

### **Maintenance of Temperature Records**

Temperature Logs that record only Date/Time/Temperature/Initial shall be kept for 6 months.

Documentation on Meal Transport Records and/or Monthly Menu sheets that also record # meals sent, # meals served, supply orders or other information in addition to temperatures must be kept for one year after the applicable fiscal year.

### **Food thermometers**

- Food thermometers must be readily available in food preparation and food service areas.
- Calibrate thermometers on a regular (at least weekly basis).

### **ATTACHMENT 3**

#### **MEAL TRANSPORT RECORD**

MENU

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE:

# OF MEALS: \_\_\_\_\_

# SERVED: \_\_\_\_\_

MENU ITEMS NEEDED	SERVING INSTRUCTIONS	TEMPERATURES
Condiments Needed:		
MANAGER'S COMMENTS:		

**Attachment 4**

CONTRACTOR/CATERER:

TITLE IIIC – MENU  
AGING & INDEPENDENCE SERVICES - COUNTY OF SAN DIEGO

2014/2015

CYCLE:                      WEEK:

DATES Month & Date					
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b><u>ENTRÉE</u></b> Serving=2-3 oz. weight, cooked, edible protein portion					
<b><u>VEGETABLE</u></b> Serving= 1-2/day Vit. C = 25 mg/day Vit A = 233 mcg 3 days/week					
<b><u>FRUIT</u></b> Serving = 1/day					
<b><u>WHOLE GRAINS/ BREAD/ CEREAL/ PASTA/ RICE</u></b> Servings=1-2/day Size=1/2 cup, 1 oz wt, 1 ea					
<b><u>MILK</u></b> , 2%, 1%, skim Serving = 8 fl. oz.					
<b><u>DESSERT, optional</u></b>					
<b>MODIFICATIONS FOR HOME DELIVERED MEALS</b>					

## ATTACHMENT 5

### Park Avenue Café Lunch Menu - May 2018

Delicious lunch served Monday - Friday from 11:30 a.m. to 12:15 p.m.  
**Seniors 60 & over** - \$3 donation requested  
**Under 60** - \$5 fee

*We appreciate all donations! Your donation assists to offset Nutrition Program costs.*

Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4
	<b>Catch of the Day</b> Almond Currant Brown Rice Pilaf Romaine Salad Mandarin Oranges Whole Wheat Bread	<b>Meatloaf</b> Bacon-Ranch Mashers* Red Swiss Chard Peaches Whole Wheat Bread	<b>Pasta w/ Meat Sauce*</b> Mixed Vegetables Pineapple Chunks Whole Wheat Bread	<b>Rollo Asado</b> Caesar Salad Refried Beans Mexican Rice Tropical Mixed Fruit
7	8	9	10	11
<b>Turkey Brown Rice Casserole</b> Cucumber, Tomato & Pepper Salad Apricots Whole Wheat Bread	<b>Swedish Meatballs!</b> Whole Wheat Pasta Steamed Carrots Pineapple Chunks Whole Wheat Bread	<b>Beef Broccoli w/ Green &amp; Red Peppers</b> Brown Rice Oriental Blend Vegetables Peaches Whole Wheat Bread	<b>Turkey Meatloaf</b> Romaine Salad Tater Tots* Fresh Grapes	<b>Scalloped Potato &amp; Ham Casserole!</b> Seasonal Squash Tropical Mixed Fruit Whole Grain Bread
14	15	16	17	18
<b>Roast Beef</b> Mashed Potatoes & Gravy Green Beans Mandarin Oranges Whole Wheat Bread	<b>Parmesan Turkey &amp; Whole Wheat Pasta Casserole*</b> Broccoli Florets Apricot Halves Whole Wheat Bread	<b>Meatloaf</b> Spinach Salad Mashed Potatoes & Gravy Strawberries Whole Wheat Bread	<b>Cashew Chicken w/ Peppers</b> Steamed Rice Seasonal Vegetables Sliced Peaches Whole Wheat Bread	<b>Roasted Garlic Macaroni &amp; Cheese!</b> Salad w/ Carrots Stewed Tomatoes Fresh Grapes Whole Wheat Bread
21	22	23	24	25
<b>Beef Macaroni Casserole</b> Italian Blend Vegetables Fresh Strawberries Whole Wheat Bread	<b>Tamale Pie*</b> Spanish Rice Yellow Corn Tropical Mixed Fruit	<b>Mandarin Orange Chicken*</b> Romaine Salad Brown Rice Asian Blend Vegetables Fresh Oranges	<b>Teriyaki Beef</b> Whole Wheat Noodles Vegetables Medley Apricot Halves Whole Wheat Bread	<b>Grecian Style Chicken Pot Pie</b> Cucumber Salad Whole Green Beans Pineapple Chunks Whole Wheat Bread
28	29	30	31	
<b>CENTER CLOSED</b> 	<b>Lemon Tarragon Fish</b> Mixed Green Salad Vegetable Medley Fresh Strawberries Whole Wheat Bread	<b>Country Fried Steak!</b> Mashed Potatoes & Gravy Steamed Carrots Pineapple Chunks Whole Wheat Bread	<b>BBQ Chicken* Sandwich</b> Whole Wheat Bun Sweet Potato Fries Green Beans Tropical Mix Fruit	 <b>Harvest of the Month</b> This month's items: Fresh Strawberries Carrots Indicated by:

The nutrition program is supported by the City of Escondido and the County of San Diego Aging & Independence Services. No eligible person age 60+ will be denied a meal because of inability to contribute.

Menu subject to change without notice. \* denotes 300- 500 mg sodium ! denotes 500+ mg sodium

Please make your reservations by 12 noon the day before you wish to dine (on Friday for Monday reservations)  
**(760) 839 - 4803** Lunch reservation & cancellation line (24 hr. voice mail)  
**(760) 480 - 5667** Van reservation & cancellation line (24 hr. voice mail)

## ATTACHMENT 6

### City of Escondido Recognized Holidays Year 2018

New Year's Day Monday, January 1, 2018

Martin Luther King Day Monday, January 15, 2018

Presidents' Day Monday, February 19, 2018

Memorial Day Monday, May 28, 2018

Independence Day Wednesday, July 4, 2018

Labor Day Monday, September 3, 2018

Veterans' Day Sunday, November 11, 2018 (*Observed on Monday, November 12, 2018*)

Thanksgiving Day Thursday, November 22, 2018

Day after Thanksgiving Friday, November 23, 2018

Christmas Day Tuesday, December 25, 2018

**City of Escondido Recognized Holidays for Year 2019 will be approved by Escondido City Council and published on July 1, 2018.**

Attachment B  
**CITY OF ESCONDIDO**  
**REQUEST FOR PROPOSAL**

**RELEASE DATE:** May 18, 2018

**REQUEST FOR PROPOSAL:** Park Avenue Community Center Nutrition Program Transportation Component

Notice is hereby given that the City of Escondido, hereinafter referred to as "City," is seeking proposals for the Park Avenue Community Center Nutrition Program Transportation Component. The Nutrition Program is held at the Park Avenue Community Center, home of the Escondido Senior Center. One copy of the request for proposal is enclosed. Bidders shall complete and return proposals to the Park Avenue Community Center on or before the closing date and time. The City of Escondido reserves the right to reject any or all proposals on any basis whatsoever.

**FOR:** Park Avenue Community Center Transportation Component

**DUE DATE:** Monday, June 4, 2018 by 3:00 p.m.

**Request for Proposal Closing Date:**     **Park Avenue Community Center**  
  **210 Park Avenue**  
  **Escondido, CA 92025**  
  **760-839-4384**  
  **Attn: Jilaine Hernandez**

**Any proposals received after the above date and time will be returned to the bidder unopened.**

Any requests for information or clarification regarding this proposal should be directed to Jilaine Hernandez at [jahernandez@escondido.org](mailto:jahernandez@escondido.org) or 760-839-4384 by 3:00 p.m. on Friday, May 25, 2018.

Each proposal shall be in accordance with specifications, instructions and information contained in the proposal request package. The City reserves the right to accept or reject any or all proposals or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the City.



**REQUEST FOR PROPOSALS FOR PARK AVENUE COMMUNITY CENTER  
NUTRITION PROGRAM TRANSPORTATION COMPONENT**

The City of Escondido is seeking proposals from qualified businesses for the purpose of providing transportation for senior's roundtrip from their homes in Escondido and some neighboring unincorporated areas of the county to the Park Avenue Community Center. Transportation is a component of the Park Avenue Senior Nutrition Program, which is held on site at the Park Avenue Community Center, Monday through Friday, excluding up to 12 holidays per year. The successful bidder will provide rides to seniors 60+ and in accordance with specific guidelines established through the County of San Diego Aging and Independence Services beginning on July 1, 2018. Any contract awarded will be for one (1) year with an option to renew for four (4) additional one-year periods, for a total of three (5) years, as stated under the Special Conditions of this contract.

**Proposals, which shall include all pages of the original packet, must be received by the Park Avenue Community Center no later than Monday, June 4, 2018 at 3:00 p.m.** (Mail, E-mail, or deliver in person to: Jilaine Hernandez, Park Avenue Community Center, 210 Park Avenue, Escondido, CA 92025).

After review of the submitted proposals, the City may choose to interview the top three (3) bidders. Although cost is a significant factor, the selection of the successful bidder will not be based on lowest cost, but on the proposal that demonstrates the ability to best meet the City's needs. The City anticipates that a proposal will be awarded June 2018. The selected provider should be prepared to provide required insurance prior to commencing work on July 1, 2018. By submitting a proposal, you are indicating your willingness and ability to obtain the insurance specified.

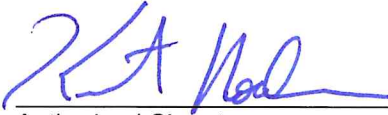
Thank you for your interest in the providing transportation for the Park Avenue Community Center Nutrition Program.

### QUOTE SUBMITTAL FORM

1. Please choose one of the options:
  - a. Flat monthly charge \$ \_\_\_\_\_
  - b. Per trip charge \$ 10.69 per trip
  - c. Other \_\_\_\_\_.
2. Attach a list of at least three local references; contact name, organization name, and telephone number (reference checking may not be limited to those submitted)
3. Attach information about your company in general, including the type of customers you serve and length of time in business. Include certifications and/or education relative to the work being proposed.
4. Attach information regarding the types of vehicles you will use including capacity, ability to transport seniors who may be using wheelchairs, walkers, etc. and how many you anticipate using per day in order to transport the number of customers anticipated.
5. Attach a statement that indicates whether you will comply with the requirements in this RFP, and details about any exceptions.

Redwood Senior Homes and Services  
Company Name

1-760-747-4306  
Phone Number

  
\_\_\_\_\_  
Authorized Signature  
5-24-18  
\_\_\_\_\_  
Date

Kurt Norden  
Contact Name

1-760-747-4306  
Phone Number

Kurt.Norden.HumanGood.org  
E-Mail

ATTACHMENT "A"

**REDWOOD SENIOR HOMES AND SERVICES**

**Service Agreement**

Fiscal year 2018-2019

(July 1, 2018 to June 30, 2019)

Working with City of Escondido staff to develop schedules to meet the needs of Escondido Seniors, Redwood Senior Homes and Services agrees to provide the following:

1. Transportation services for the Senior Nutrition Program offered at the Escondido Senior Center, Monday through Friday.
2. Morning drop offs will be completed by 10:15 a.m. and afternoon pick-up will commence at 12:30 p.m.
3. The cost of this service shall be billed on a monthly basis at the rate of \$10.69 per ride, not to exceed \$153,830.50 for FY 18-19

City of Escondido  
Senior Nutrition Program Transportation  
Submitted By: Redwood Terrace

Agency Legal Name: Redwood Senior Homes and Services  
DBA: Redwood Terrace  
<https://www.humangood.org/redwood-terrace>

Address: 1151 South Redwood Street Phone #: 760-747-4306  
Escondido, CA 92025

Contact Person: Jonathan Capitulo  
Director of Billing Services E-Mail: [Jonathan.Capitulo@HumanGood.org](mailto:Jonathan.Capitulo@HumanGood.org)

1. Contracted fee for services:
  - a) To provide transportation for seniors, from their homes to the Escondido Senior Center and back home. Redwood Senior Homes and Services proposes a per trip per person fee of \$10.69 or an annual contracted fee of \$153,830.50 to be paid on a monthly basis. All invoices submitted to the City of Escondido will contain: Invoice number, description
2. Local References:
  - a) West Escondido Automotive and Transmission  
Brian Bowersock  
2200 Auto Park Way  
Escondido, CA 92029  
(760) 571-3869
  - b) Dr. Elizabeth Salada  
15611 Pomerado Rd. #510  
Poway, CA 92064  
(858) 312-5492
  - c) Vicky Fox  
Braille Institute  
4555 Executive Dr.  
San Diego, CA 92121  
(858) 531-4317
3. Company Information
  - a) Redwood Terrace is a home-and-community based service arm of Redwood Senior Homes and Services (RSHS), a non-profit organization that has been providing residential and senior support services for over 30 years. Redwood Terrace's mission is to enhance independence, dignity, and quality for older and disabled adults and their families. Established in 1989, Redwood Terrace began providing both social adult day care and

case management services to community dwelling seniors and disabled adults. Over time Redwood Terrace's various programs have evolved as community needs have changed. Our spectrum of services now include: Senior transportation, senior nutrition program, in-home care, outpatient rehabilitation, residential services, warm water aquatic exercise, educational forums, and family caregiver support groups. Our menu of services contributes to senior wellness and enables them to lead more satisfying lives while remaining independent and at home, near family and friends. Redwood Terrace serves greater North County San Diego with most clients residing in Escondido/ San Marcos area.

b) Certifications and education relative to the proposed services is attached in Appendix A.

4. Vehicles

a) Primary Vehicle:

i 2010 Starcraft Bus

- I. 16 Passenger seats with 2 wheelchair accessible spaces or 12 passenger seats and 3 wheelchair accessible spaces.
- II. Vehicle is equipped with lift gate to provide access for riders in wheelchairs.

ii 2003 El Dorado Bus

- I. 16 Passenger seats with 2 wheelchair accessible spaces
- II. Vehicle is equipped with lift gate to provide access for riders in wheelchairs.

b) Alternate Vehicle:

i 2006 El Dorado Bus


- I. 14 Passenger seats with 2 wheelchair accessible spaces
- II. Vehicle is equipped with lift gate to provide access for riders in wheelchairs

5. Two vehicles will be used daily to provide the rides needed for the Senior Nutrition Program Service. All drivers are trained to provide assistance to riders who may use wheelchairs, walkers, canes etc. Attached in Appendix A are these training record. We anticipate a monthly average of 1,220 riders who will utilize this service based on historical averages.

6. We will comply with all requirements of the Escondido Senior Center Nutrition Program Transportation component request for proposals.

Redwood Senior Homes & Services

Company Name



Authorized Signature

760 - 747 - 4306

Phone Number

06-21-18

Date

Jonathan Capitulo  
Contact Name

Director of Billing Services  
Job Title

760 - 291 - 2736  
Phone Number

Jonathan . Capitulo @ Human . Good . org  
E-Mail

Supervisor Welcome DAWNI ? ?

- Dashboard
- Training & Enrollment
- Users
- Reports
- Relias Connect

Back to User List

## JOSEPH NIEBLAS's Training

TRANSCRIPT CURRENT LICENSE/CERTIFICATION ATTENDANCE RECORD

### TRANSCRIPT

Hire Date: 11/11/2002

Filter By: All Types Show Completed Completed on: All Certificates BrainSparks Op... Filters Clear  
 Year to Date: 1/1/2018 - 6/21/2018 Apply Clear

Only trainings that are set to 'Allow Override Status = Yes' in Course and Event Management are eligible for completion data modification.

Delete	Restore Deleted	Change Due Date	Mark as Complete	1-6 of 6					
Title				Type	Grade	Last Access	Available	Due Date	Completed
Effective Communication REL-ALL-0-EFFCOM 0.25 hours Course Evaluation Required				Course	100%	6/6/2018		3/31/2018	6/6/2018
Employee Wellness - Stress Management REL-ALL-0-STRMGT-V2 0.25 hours Course Evaluation Required				Course	100%	6/7/2018		6/30/2018	6/7/2018
Hazardous Chemicals: SDS REL-ALL-0-HCSDS 0.5 hours Course Evaluation Required				Course	100%	6/7/2018		3/31/2018	6/7/2018
Preventing Slips, Trips and Falls REL-ALL-0-PSTF 0.25 hours Course Evaluation Required				Course	100%	6/8/2018		6/30/2018	6/8/2018
Sexual Harassment for Employees REL-ALL-0-SHEMP 0.5 hours Course Evaluation Required				Course	80%	6/8/2018		6/30/2018	6/8/2018
Workplace Emergencies and Natural Disasters: An Overview REL-ALL-0-NDEP 1 hour Course Evaluation Required				Course	90%	6/11/2018		6/30/2018	6/11/2018

Supervisor ▾ Welcome DAWNI 👤 ? ↻

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- Training & Enrollment
- Users
- Reports
- Relias Connect

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## JOSEPH NIEBLAS's Training

TRANSCRIPT   CURRENT   LICENSE/CERTIFICATION   ATTENDANCE RECORD

### TRANSCRIPT

Hire Date: 11/11/2002

Filter By   All Types   Show Completed   Completed on...   All Certificates   BrainSparks Op...   Filters   Clear

Last Year   1/1/2017   -   12/31/2017   Apply   Clear

Only trainings that are set to 'Allow Override Status = Yes' in Course and Event Management are eligible for completion data modification.

Delote	Restore Deleted	Change Due Date	Mark as Complete	1-12 of 12						
Title				Type	Grade	Last Access	Available	Due Date	Completed	
				Customer Service REL-ALL-0-CSERV 0.5 hours	Course	80%			4/30/2017	4/5/2017
				Dealing with Conflict in the Workplace REL-SC-0-SSK-DCW 1 hour	Course	90%			6/30/2017	6/1/2017
				Effective Communication REL-ALL-0-EFFCOM 0.25 hours	Course	100%			3/31/2017	3/3/2017
				Infection Control REL-CV-0-IC 0.75 hours	Course	88%			5/31/2017	5/5/2017
				Influenza REL-ALL-0-INFLZA 0.5 hours	Course	80%			8/31/2017	8/23/2017
				Preventing Slips, Trips and Falls REL-ALL-0-PSTF 0.25 hours	Course	100%			9/30/2017	9/7/2017
				Preventing, Recognizing, and Reporting Abuse REL-SRC-0-PRRA 0.75 hours	Course	100%			2/28/2017	2/8/2017
				Protecting Resident Rights in Nursing Facilities REL-SRC-0-PRRNF 1 hour	Course	100%			2/28/2017	2/28/2017
				The Game Elements Tour REL-RLMS-0-GAME 0 hours	Course	100%				3/1/2017
				Understanding Alzheimer's Disease and Dementia REL-SRC-0-UADD 1 hour	Course	90%			1/31/2017	1/5/2017
				Workplace Emergencies and Natural Disasters: An Overview REL-ALL-0-NDEP 1 hour	Course	90%			4/30/2017	4/12/2017
				HumanGood Employee Handbook Acknowledgement HumanGood-Handbook 1 hour	External Course	100%				7/10/2017



Supervisor Welcome DAWN ?

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## JOSEPH NIEBLAS's Training

TRANSCRIPT CURRENT LICENSE/CERTIFICATION ATTENDANCE RECORD

### TRANSCRIPT

Hire Date: 11/11/2002

Filter By All Types Show Completed Completed on All Certificates BrainSparks Op Filters Clear  
 Last Year 1/1/2017 - 12/31/2017 Apply Clear

Only trainings that are set to 'Allow Override Status = Yes' in Course and Event Management are eligible for completion data modification

Delete	Restore Deleted	Change Due Date	Mark as Complete	1-12 of 12					
Title				Type	Grade	Last Access	Available	Due Date	Completed
				Course	80%			4/30/2017	4/5/2017
				Course	90%			6/30/2017	6/1/2017
				Course	100%			3/31/2017	3/3/2017
				Course	88%			5/31/2017	5/5/2017
				Course	80%			8/31/2017	8/23/2017
				Course	100%			9/30/2017	9/7/2017
				Course	100%			2/28/2017	2/8/2017
				Course	100%			2/28/2017	2/28/2017
				Course	100%				3/1/2017
				Course	90%			1/31/2017	1/5/2017
				Course	90%			4/30/2017	4/12/2017
				External Course	100%				7/10/2017

Supervisor Welcome DAWNI ? ↩

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## LANCE FORD's Training

TRANSCRIPT CURRENT LICENSE/CERTIFICATION ATTENDANCE RECORD

### TRANSCRIPT

Hire Date: 3/24/2014

Filter By All Types Show Completed Completed on All Certificates BrainSparks Op... Filters Clear  
 Last Year 1/1/2017 - 12/31/2017 Apply Clear

Only trainings that are set to 'Allow Override Status = Yes' in Course and Event Management are eligible for completion data modification

Delete	Restore Deleted	Change Due Date	Mark as Complete						1-13 of 13
Title				Type	Grade	Last Access	Available	Due Date	Completed
				Customer Service REL-ALL-0-CSESV 0 5 hours	Course	80%		4/30/2017	4/11/2017
				Dealing with Conflict in the Workplace REL-SC-0-SSK-DCW 1 hour	Course	100%		6/30/2017	6/15/2017
				Effective Communication REL-ALL-0-EFFCOM 0 25 hours	Course	100%		3/31/2017	3/28/2017
				Infection Control REL-CV-0-IC 0 75 hours	Course	88%		5/31/2017	5/8/2017
				Influenza REL-ALL-0-INFLZA 0 5 hours	Course	100%		8/31/2017	8/14/2017
				Preventing Slips, Trips and Falls REL-ALL-0-PSTF 0 25 hours	Course	100%		9/30/2017	8/31/2017
				Preventing, Recognizing, and Reporting Abuse REL-SRC-0-PRRA 0 75 hours	Course	88%		2/28/2017	2/7/2017
				Protecting Resident Rights in Nursing Facilities REL-SRC-0-PRRF 1 hour	Course	100%		2/28/2018	2/28/2017
				Protecting Resident Rights in Nursing Facilities REL-SRC-0-PRRF 1 hour	Course	90%		12/31/2017	8/29/2017
				Understanding Alzheimer's Disease and Dementia REL-SRC-0-UADD 1 hour	Course	80%		1/31/2017	1/11/2017
				Workplace Emergencies and Natural Disasters: An Overview REL-ALL-0-NDEP 1 hour	Course	80%		4/30/2017	4/11/2017
				Brand Integrity (1) - Living the Brand BrandIntegrity-1 0 hours	External Course	100%			6/27/2017
				HumanGood Employee Handbook Acknowledgement HumanGood-Handbook 1 hour	External Course	100%			7/27/2017

Supervisor ▾ Welcome DAWN!

Dashboard

Training & Enrollment

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## LANCE FORD's Training

TRANSCRIPT   CURRENT   LICENSE/CERTIFICATION   ATTENDANCE RECORD

### TRANSCRIPT

Hire Date: 3/24/2014

Filter By   All Types   Show Completed   Completed on...   All Certificates   BrainSparks Op...   Filters   Clear

Year to Date   1/1/2018   6/21/2018   Apply   Clear

Only trainings that are set to 'Allow Override Status = Yes' in Course and Event Management are eligible for completion data modification

Delete	Restore Deleted	Change Due Date	Mark as Complete					
				1-6 of 6				
Title	Type	Grade	Last Access	Available	Due Date	Completed		
Effective Communication <i>REL-ALL-0-EFFCOM</i> 0 25 hours	Course	100%	1/9/2018		3/31/2018	1/9/2018		
Employee Wellness - Stress Management <i>REL-ALL-0-STRMGT-V2</i> 0 25 hours	Course	100%	5/2/2018		6/30/2018	5/2/2018		
Hazardous Chemicals: SDS <i>REL-ALL-0-HCSDS</i> 0 5 hours	Course	80%	1/9/2018		3/31/2018	1/9/2018		
Preventing Slips, Trips and Falls <i>REL-ALL-0-PSTF</i> 0 25 hours	Course	100%	5/2/2018		6/30/2018	5/2/2018		
Sexual Harassment for Employees <i>REL-ALL-0-SHEMP</i> 0 5 hours	Course	100%	5/2/2018		6/30/2018	5/2/2018		
Workplace Emergencies and Natural Disasters: An Overview <i>REL-ALL-0-NDEP</i> 1 hour	Course	100%	5/2/2018		6/30/2018	5/2/2018		

# Redwood Terrace

a human good community

06/20/2018

Redwood Senior Homes and Services will comply with the requirements in this RFP and sample agreement.

Regards,



Kurt Norden

Executive Director  
Redwood Terrace

Life. It's personal.

## **SPECIAL CONDITIONS**

### **SELECTION**

The City of Escondido reserves the right to accept all or part of the proposal, or to reject it in its entirety. The City reserves the right to award any proposals to those bidders who are responsive, responsible, and who submit the quote that is most advantageous to the City's best interest.

### **INDEPENDENT BUSINESS/PROVIDER**

The successful bidder shall be an independent business/provider and nothing contained in the final contract shall be construed to cause the bidder to be deemed or represented as an agent or employee of the City. The successful bidder agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability or claim of liability, including attorney fees, arising by reason of personal injury, death, or property damage and resulting from successful bidder's negligent acts, errors, or omissions in the conduct of work performed under the contract.

### **BUSINESS LICENSE**

The successful bidder must obtain a City of Escondido Business License prior to commencing the quoted work.

### **PAYMENT TERMS**

Invoices shall be prepared and submitted to: City of Escondido, Park Avenue Community Center, 210 Park Avenue, Escondido, CA 92025. Invoices shall contain the following information: invoice #, description of services, unit prices, extended totals, and purchase order #. Upon completion of each month, the successful bidder may submit an invoice to the City for payment. Upon receipt of the invoice, the City will submit payment within thirty (30) days.

### **TERMS, RENEWALS AND TERMINATION**

The term of this contract shall be for a minimum of one (1) year, beginning on July 1, 2018. If, for any reason, either party desires to terminate the contract within the initial term, a thirty (30) day written notice of termination shall be required. Four additional one (1) year periods may be granted after the initial term, with mutual agreement between the City and the successful bidder, for a total of three (5) years. Agreement for a one (1) year extension will be confirmed in writing sixty days (60) prior to the termination of the contract period. Either party may, at that time, decline to renew the contract, and such declination would render the renewal option null and void.

The recommendation for award will be based on the initial contract period only and NOT on the option periods, if any.

**RENEWAL OPTION**

Option Period 1 – July 2019 – June 2020	YES <u>X</u>	NO ___
Option Period 2 – July 2020 – July 2021	YES <u>X</u>	NO ___
Option Period 3 – July 2021 – June 2022	YES <u>X</u>	NO ___
Option Period 4 – July 2022 – July 2023	YES <u>X</u>	NO ___

If bidder accepts the option to renew, the City will accept a maximum increase of six (6) percent of the original quote. Please indicate the maximum percent increase below.

Bidder stipulates that the cumulative total of all Option Period 1 increases would not exceed 5 % of the prices in effect at the end of the initial period.

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

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

Bidder stipulates that the cumulative total of all Option Period 4 increases would not exceed 5% of the prices in effect at the end of Option Period 3.

## **SPECIFICATIONS**

### **BACKGROUND**

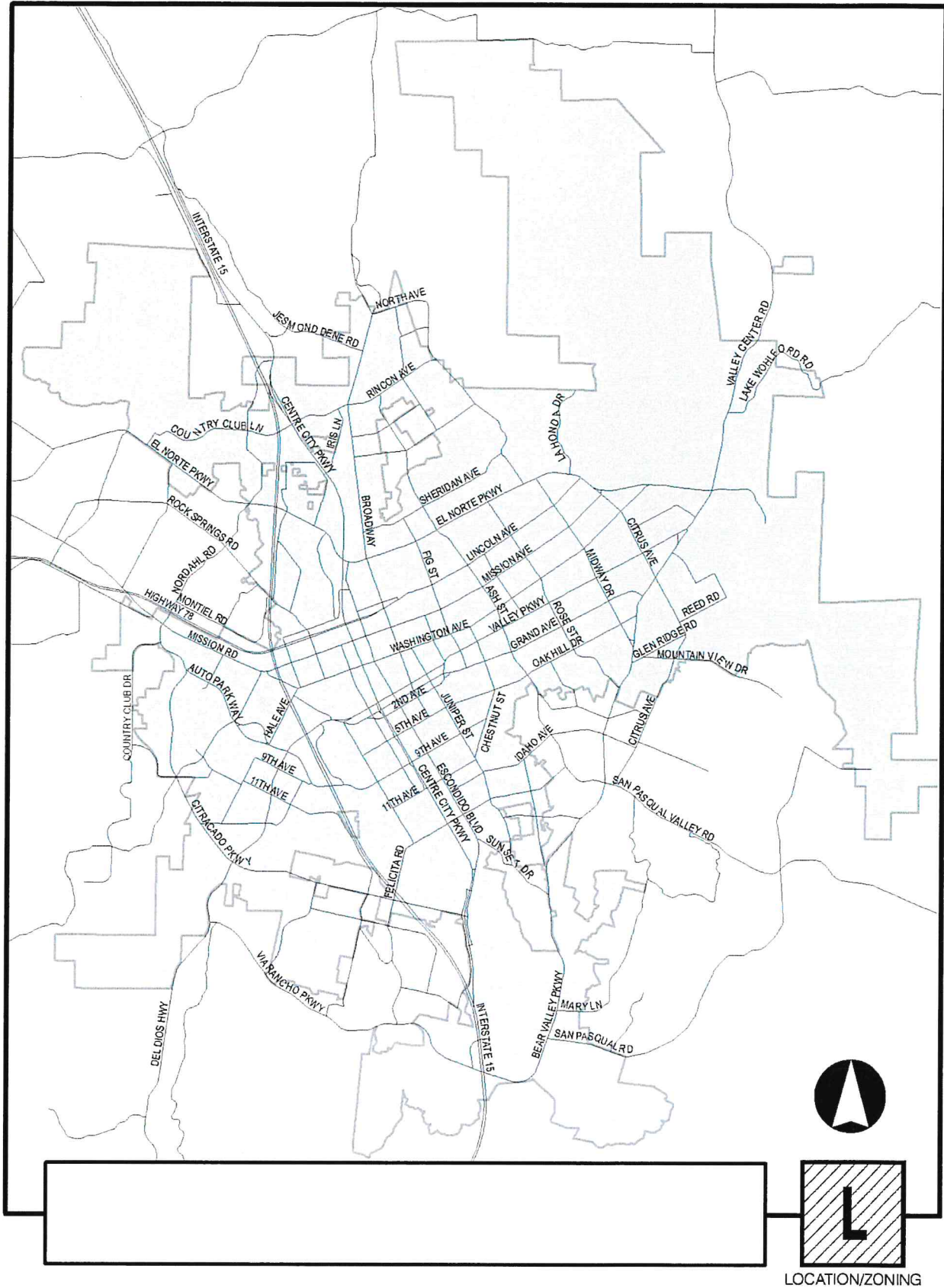
Transportation has been a crucial component of the Park Avenue Community Center Nutrition program for over 20 years. The transportation component affords seniors living in Escondido and some neighboring unincorporated areas of the county access to healthy meals through the Park Avenue Community Center nutrition program. Currently, many seniors receiving transportation services are subject to using walkers, canes, and wheelchairs. The monthly average number of one-way rides provided to seniors is 1,100.

By providing door-to-door service to and from the senior's home to the Park Avenue Community Center, Monday through Friday, seniors who would otherwise be housebound are able to participate in the nutrition program, exercise, and many other physical and social activities that contribute to healthy living. Providing access to these programs and activities that promote the social, physical and emotional well-being of seniors, helps facilitate aging in place with confidence and vitality.

9. The successful bidder shall accept donations from riders 60+ on behalf of the Park Avenue Community Center. Donations will be turned in to the Nutrition Manager weekly.
10. The successful bidder will bill the City of Escondido on a monthly basis.
11. Successful Bidder bonding requirements will be waived for this contract.
12. Successful Bidder certifies that in performing under the purchase order awarded by the City of Escondido, it will comply with the County of San Diego Affirmative Action Program adopted by the Board of Supervisors, including all current amendments.



# Attachment 1



## SCOPE OF SERVICES

1. The successful bidder will transport seniors who live within the City of Escondido and neighboring unincorporated areas of San Diego county that have Escondido addresses, and who may use wheelchairs, walkers, and canes. Transportation services will be provided Monday through Friday, except on holidays designated by the City (see Attachment 2). The successful bidder will pick up seniors in the morning and drop them off at the Park Avenue Community Center between the hours of 8:00 a.m. and 10:30 a.m. The successful bidder will begin transporting seniors from the Park Avenue Community Center to their respective homes beginning at 12:30 p.m. See area map - Attachment 1.
2. The successful bidder shall comply with all federal, state, local, and A.I.S. laws and regulations governing transportation; procure and keep in effect all necessary licenses and permits required by law; and post such licenses, permits and cards in a prominent and appropriate place.
3. Upon request, the successful bidder will deliver to the City a copy of the successful bidder's last annual California Highway Patrol, California Department of Transportation, company daily inspection reports, and/or mechanic safety inspection reports as they relate to the performance of this contract to determine the adequacy of the successful bidder's maintenance and safety practices regarding transportation services provided under this contract.
4. The successful bidder will allow the City and the A.I.S. to have access to the successful bidder's purchase documents and records, passenger manifests, and/or any inspection reports related to the performance of this contract.
5. The successful bidder shall be responsible for costs relating to maintenance, licensing, staffing, and daily operations of the vehicles for the transportation component.
6. The successful bidder shall be responsible for all coordinating transportation services and schedules between seniors and drivers.
7. The successful bidder will provide the City with monthly transportation reports that outline the seniors by name and how many one-way trips provided on a given day. Reports will be given to the Escondido Senior Center Nutrition Manager daily.
8. The successful bidder shall comply with all applicable federal, state, and local laws and regulations pertaining to the hiring procedures, wages and hours of employment.

## **Attachment 2**

### **City of Escondido Recognized Holidays Year 2018**

New Year's Day Monday, January 1, 2018

Martin Luther King Day Monday, January 15, 2018

Presidents' Day Monday, February 19, 2018

Memorial Day Monday, May 28, 2018

Independence Day Wednesday, July 4, 2018

Labor Day Monday, September 3, 2018

Veterans' Day Sunday, November 11, 2018  
(*Observed on Monday, November 12, 2018*)

Thanksgiving Day Thursday, November 22, 2018

Day after Thanksgiving Friday, November 23, 2018

Christmas Day Tuesday, December 25, 2018

**City of Escondido Recognized Holidays for Year 2019 will be approved by Escondido City Council and published on July 1, 2018.**

## CITY COUNCIL STAFF REPORT

**Consent Item No. 11**

**July 11, 2018**

**File No. 0600-10, A-3198**

**SUBJECT:** First Amendment to a Consulting Agreement for the Continuation of Planning Services for the Safari Highlands Ranch Project; and Related Budget Adjustment (Case No. SUB 15-0019, ENV 15-0009)

**DEPARTMENT:** Community Development Department, Planning Division

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2018-110 approving a First Amendment to a Consulting Agreement with John Helmer for the sum of \$82,800 to continue providing professional planning services on the project as a contracted extension of City staff. It is also requested the related budget adjustment be approved as well. Authorizing this request does not have any legally binding effect on any possible future discretionary action related to the proposed project.

**FISCAL ANALYSIS:**

Since 2015 the costs to prepare the Draft EIR, as well the costs to cover staff and consultant review, have been funded by the applicant, Safari Highlands Ranch, LLC. The requested City Council action to adopt Resolution No. 2018-110 would allocate more financial resources to continue the augmentation of Planning Division staff for the ongoing review of the project.

The proposed First Amendment to the Consulting Agreement with John Helmer to facilitate the City's continued review of the EIR and development plan proposal has an estimated total cost of \$82,800. A budget adjustment of \$82,800 to Account Number 229-138602 is being requested to fund the extension of contract staff services. After the City Council authorizes the budget appropriation, the project applicant will deposit any outstanding balance to the City.

**PREVIOUS ACTION:**

On August 23, 2017, the City Council adopted Resolution No. 2017-121 to increase the consultant contract with Michael Baker International in the amount of \$120,860 to complete the project's environmental review process. Resolution No. 2017-122 was approved concurrently to authorize a new contract with John Helmer in the amount of \$90,000 to continue assisting the Planning Division through the provision of project planning services for the Safari Highlands Ranch project.

**BACKGROUND:**

Currently, the Planning Division is experiencing an increase in development applications, which impacts staff resources. Staff has made every effort to minimize delays and is evaluating

opportunities to maintain and promote organizational effectiveness and efficiency. One such strategy is through the use of professional consultants. Consultants are not employees of the City, but are used as a third-party resource to help expedite planning services, environmental services, and project case file management during temporary increases in the volume of applications.

The applicant has also been reimbursing the City for staff time and for a planning consultant who is managing the project for the City. To date, approximately \$241,956 has been utilized to fund contract staff services. The services performed under prior contracts have been fully funded by the project applicant, with no cost to the City. Although the consultant has performed services in accordance with the usual and customary professional care and generally accepted practice, the contract was set for a one-year term and needs to be amended to allow services to continue. Staff is confident that John Helmer still provides the best value for the City's needs. Future costs associated with processing this project including reimbursement of staff and consultant costs will continue to be funded by the applicant and will not impact City funds.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martin*, Director of Community Development  
7/2/2018 2:55 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-110
3. Resolution No. 2018-110 – Exhibit A



RESOLUTION NO. 2018-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO A CONSULTING AGREEMENT WITH JOHN HELMER TO PROVIDE CONTRACT EXTENSION STAFF SERVICES FOR THE PROPOSED CITYWIDE SPHERE OF INFLUENCE UPDATE AND SAFARI HIGHLANDS RANCH PROJECT

Case No.: ENV 15-0009, SUB 15-0019

WHEREAS, the applicant for the residential project known as Safari Highlands Ranch is proposing a Master Planned Community (“the Project”) involving 550 single-family residential lots, 13 open space lots, 15 Home Owners Associate lots, eight private street lots, two public facilities lots, one fire station lot, one public park lot, and one private park lot on 1,098 acres of vacant property northeast of the Rancho Vistamonte Community and north of the San Diego Zoo Safari Park in unincorporated San Diego County; and

WHEREAS, the Project application entitlements include a Sphere of Influence update, Development Agreement, Annexation to the City of Escondido, Specific Plan, Amendment to the Escondido General Plan regarding Specific Plan #3, Amendment to Escondido General Plan Circulation Element, Tentative Subdivision Map; Rezoning; Grading Exemptions; Specific Alignment Plan; and various Annexations and Detachments subject to approval of the Local Agency Formation Commission; and

WHEREAS, the project applicant has agreed to provide funding for the City to acquire a planning consultant to work specifically on the Safari Highlands Ranch project; and

WHEREAS, the City Council on August 23, 2017, adopted Resolution No. 2017-122 approving a consulting agreement with John Helmer for the sum of \$90,000 to continue providing professional planning services as a contracted extension of City staff; and

WHEREAS, the Director of Community Development recommends the execution of a First Amendment to the Consulting Agreement (“Agreement”) with John Helmer in an amount not to exceed \$82,800 for the continuation of contract extension staff services; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said First Amendment to a Consulting Agreement with John Helmer for contract extension staff services, in accordance with the Scope of Work identified as Attachment “A” to Exhibit “A.”

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 accepts the recommendation of the Director of Community Development.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a First Amendment to a Consulting Agreement with John Helmer in the amount not-to-exceed \$82,800 for contract extension staff services. A copy of the Consulting



Agreement is attached as Exhibit "A" and is incorporated herein by this reference as though fully set forth.

CITY OF ESCONDIDO  
FIRST AMENDMENT TO CONSULTING AGREEMENT

This "Amendment" is made this \_\_\_\_\_ day of July, 2018.

Between:           CITY OF ESCONDIDO  
                          a municipal corporation  
                          201 N. Broadway  
                          Escondido, California 92025  
                          Attn: Bill Martin, Director of Community Development  
                          760 839-4557  
                          ("CITY")

And:                 JOHN HELMER  
                          708 Fieldstone Lane  
                          Encinitas, CA 92024  
                          Jwhelmer4@gmail.com  
                          760 415-2098  
                          ("CONSULTANT")

Witness that whereas:

- A.     CITY and CONSULTANT entered into an agreement on September 11, 2017 ("Agreement"), wherein CITY retained CONSULTANT to provide services for the Planning Division review of the Safari Highlands, LLC Discretionary Permit General Application submitted to the City on July 13, 2015 (City Planning Case No. SUB 15-0019); and
  
- B.     CITY and CONSULTANT desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference;

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

- 1.     The CONSULTANT will furnish the services described in "Attachment A" to this Amendment.

- 2. CITY will compensate the CONSULTANT in an additional amount not to exceed \$82,800, pursuant to the conditions contained in "Attachment A" to this Amendment.
  
- 3. All additional terms under the Agreement between CITY and CONSULTANT still apply to the additional work to be performed by CONSULTANT under this Amendment. If any of the terms of this Amendment conflict with the Agreement, this Amendment must prevail.

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

CITY OF ESCONDIDO

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

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

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

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

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

\_\_\_\_\_  
John Helmer  
Consultant

*(The above signature should be notarized)*

APPROVED AS TO FORM:

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

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

## ATTACHMENT A

### **Scope of Services**

The consultant proposes the following tasks and estimated hours needed to complete review and processing of the Safari Highlands Ranch and City-wide Sphere of Influence Update project. All work would be on a time and materials basis with a not-to-exceed cost of \$82,800.00 at an hourly rate of \$120.00/hour. All work would be completed at the direction of the City during FY 2018/19:

#### **Task 1. Project Management and Administration (120 hours)**

- Maintain all project electronic and paper files
- Regularly meet with and provide project updates and information to City management
- Coordinate with City departmental staff and consultants on both Safari Highlands Ranch and Sphere of Influence Update and Annexation.
- Regularly meet and coordinate with applicant and applicant's team
- Provide regular updates and/or memos to Planning Division management
- Complete other tasks as assigned by the City

#### **Task 2. Final Environmental Impact Report Review (120 hours)**

- Meet with EIR consultant and applicant on a regular basis
- Coordinate with EIR consultant to review and comment on response to comments and any text changes in EIR.
- Coordinate with applicable City staff and other agencies as necessary
- Work with team to resolve issues/conflicts regarding response to comments as they arise
- Coordinate with City staff and applicant to review any proposed changes in project and ensure that such changes are reflected in Final EIR
- Coordinate with EIR consultant on preparation of Final EIR

#### **Task 3. Public and Private Stakeholder Outreach (90 hours)**

- Maintain project information on City website
- Respond to public inquiries
- Schedule, coordinate and attend public stakeholder meetings or workshops
- If necessary, coordinate with City of San Diego, County of San Diego and CalTrans regarding permits and/or issues relevant to each respective jurisdiction
- Coordinate with San Diego County and State and Federal resource agencies regarding Multiple Species Conservation Plan documentation

**Task 4. Planning Commission and City Council Meetings** (260 hours)

- Compile and coordinate all relevant documents and materials
- Prepare comprehensive Planning Commission staff report
- Prepare necessary resolutions/ordinances
- Attend Planning Commission public hearing(s)
- Coordinate with City staff, EIR consultant and applicant on any additional issues raised by Planning Commission
- Prepare City Council staff report and any relevant materials.
- Attend City Council hearing(s)
- File any CEQA related notices with appropriate agencies

**Task 5. Local Agency Formation Commission Actions** (100 hours)

- Compile and submit all necessary Sphere of Influence and annexation documentation
- Coordinate and meet with LAFCO and City staff regarding SOI Update/Annexation process and public hearings
- Work with City and other public agency stakeholders to resolve any outstanding issues
- Attend LAFCO hearing(s)
- File any necessary documentation if needed

*TOTAL ESTIMATED HOURS FOR FISCAL YEAR 2018/19 = 690 HOURS*

## CITY COUNCIL STAFF REPORT

**Consent Item No. 12**

**July 11, 2018**

**File No. 0470-35**

SUBJECT: Bid Award for Water Treatment Plant Chemicals

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-111 taking the following actions:

1. Accept the lowest responsive bids by unit price for the purchase of ninety-three percent (93%) Sulfuric Acid and Sodium Chloride submitted by Northstar Chemical and Step Saver CA, Inc., respectively.
2. Authorize the Deputy City Manager to execute contracts with the respective lowest responsible bidders, effective July 11, 2018, through June 30, 2019, with the option to renew the contracts for three additional one-year periods conditional upon budget appropriations.

FISCAL ANALYSIS:

The contract amounts are estimated annual costs based on unit price and anticipated chemical usage. Quantities required by the City of Escondido (City) may fluctuate up or down during the contract period. The Bid Analysis showing bid responses, with calculations for the first year estimated cost and the four year estimated cumulative cost is attached as Exhibit "A" to Resolution No. 2018-111.

Contract prices are firm for the first year. Any price increases under the contract renewal options are not to exceed three percent (3%) of the original contract price annually, and are subject to approval by the City. Sufficient funds are available in the Water operating budget to fund these contracts.

BACKGROUND:

On May 25, 2018, request for bids were sent out to thirty-three vendors to purchase ninety-three percent (93%) Sulfuric Acid and Sodium Chloride to be used at the Water Treatment Plant. On June 13, 2018, one bid response was received for each of the chemicals. Northstar Chemical was the lowest responsible bidder that submitted a responsive bid for the ninety-three percent (93%) Sulfuric Acid. Step Saver CA, Inc. was the lowest responsible bidder that submitted a responsive bid for the Sodium Chloride. The request for bids contained detailed chemical specifications and estimated annual quantities. It also required a firm price contract for one fiscal year 2018-2019, beginning on the date of the City Council approval through June 30, 2019. With satisfactory performance and mutual

Bid Award for Water Treatment Plant Chemicals  
July 11, 2018  
Page 2

agreement between the City and the awarded bidders, the City has the option to renew the contracts for three additional one-year periods.

Staff recommends accepting the bids from Northstar Chemical and Step Saver CA, Inc. as the lowest responsive bids and awarding contracts to the respective bidders for the purchase of chemicals.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Administrative Services  
7/2/2018 2:27 p.m.

ATTACHMENTS:

1. Resolution No. 2018-111
2. Resolution No. 2018-111 - Exhibit A

RESOLUTION NO. 2018-111

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK, ON BEHALF OF THE CITY, TO  
AWARD THE BIDS FOR WATER  
TREATMENT PLANT CHEMICALS

WHEREAS, the City of Escondido duly published an invitation for unit price bids with detailed specifications for the purchase of 93 percent (93%) Sulfuric Acid and Sodium Chloride; and

WHEREAS, a request for bids for chemicals was emailed to thirty-three vendors on May 25, 2018; and

WHEREAS, one bid was received for each of the chemicals, on June 13, 2018; and

WHEREAS, Northstar Chemical is the lowest responsible bidder that submitted a responsive bid for Sulfuric Acid; and

WHEREAS, Step Saver CA, Inc. is the lowest responsible bidder that submitted a responsive bid for Sodium Chloride; and

WHEREAS, the Bid Analysis of the bid responses is attached as Exhibit "A" to this Resolution and incorporated by this reference; and

WHEREAS, staff recommends awarding a one-year contract to the lowest responsive and responsible bidder for each chemical for fiscal year 2018-2019 in the estimated amounts calculated in Exhibit "A", with three one-year renewal options for the purchase of chemicals; and



WHEREAS, the contract renewal options are conditional upon budget appropriations and satisfactory performance by the bidder; and

WHEREAS, contract prices are firm for the first year; and

WHEREAS, price increases under the contract renewal options are not to exceed three percent (3%) of the original contract prices annually, subject to approval by the City; and

WHEREAS, Sufficient funds are available in the Utilities operating budget; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to accept the recommendations of staff.

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 determines the bids submitted in Exhibit "A," which is attached to this Resolution and incorporated by this reference, to be the lowest responsive and responsible bids that conformed to the City's bid specifications and requirements.
3. That the City Council authorizes the bid award for the purchase of chemicals to the bidders listed in Exhibit "A," in the estimated amounts calculated per the Exhibit.
4. That the City Council authorizes the Deputy City Manager to execute on behalf of the City one-year contracts with renewal options for the purchase of chemicals.

<b>BID ANALYSIS</b>						
<b>BID NO. RFB #19-01 WTP Unit Price Chemical Bid</b>						
<b>BID OPENING DATE: June 13, 2018 2:00 p.m.</b>			<b>Northstar Chemical</b>		<b>Step Saver CA, Inc.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	93% Sulfuric Acid (Tons)	144.2	\$ 263.00	\$ 37,924.60	N/A	
2	Sodium Chloride (Tons)	660	N/A		\$ 143.99	\$ 95,033.40
	<b>SUBTOTAL</b>			\$ 37,924.60		\$ 95,033.40
	<b>SALES TAX (7.75%)</b>			Included		Included
	<b>GRAND TOTAL (First Year Estimated Cost)</b>			\$ 37,924.60		\$ 95,033.40
	<b>(4) Four Year Estimated Cost</b>			\$ 151,698.40		\$ 380,133.60
	<b>NOTES:</b>					
	<b>All prices include freight and sales tax if applicable.</b>					

## CITY COUNCIL STAFF REPORT

**Consent Item No. 13**

**July 11, 2018**

**File No. 0600-10, A-3162**

SUBJECT: Notice of Completion for HARRF Phase III Primary Treatment Building and Odor Control Modifications Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-112, authorizing the Director of Utilities to file a Notice of Completion for the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project.

FISCAL ANALYSIS:

The project was completed for \$11,856,307. This amount exceeded the originally approved contract by 8.5 percent, within the 10 percent contingency allowed for construction projects.

PREVIOUS ACTION:

On December 9, 2015, the City Council adopted Resolution No. 2015-190, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with J.F. Shea Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$10,927,580 for construction of the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project. Approval of the contract also included ten percent (10%) contingency for any necessary change orders. Thus, the total expenditure including potential change orders was not to exceed \$12,020,338.

The City Council also approved a budget adjustment in the amount of \$8,189,266 to the Primary Building Upgrade CIP 801101. The amount budgeted to CIP 801101 prior to bidding the work was insufficient to pay for project completion. The budget adjustment fully funded the project, including the contingency described above.

BACKGROUND:

This complex project modified and replaced essential components of the Wastewater Treatment Plant process while it was still in operation. The main elements of the project included:

- (1) Modifications and demolition to portions of the old Operations Administration Complex (OAC) and construction of a new electrical room;
- (2) Relocation of fiber optics from the old OAC to the new operations building;

- (3) Removal of the deteriorating Primary Treatment Building roof, south wall, east wall, north wall above the operating floors, and top of the west wall;
- (4) Reconstruction of the primary basin and installation of aluminum covers;
- (5) Installation of new scum and sludge collection systems; and
- (6) Replacement of the odor control system and ducting with a more appropriately sized and efficient system.

By removing the deteriorating Primary Treatment Building, built in 1973, and its associated confined space limitations, working conditions and safety were improved, and the volume of foul air treated by the odor control was substantially reduced. This allowed for a better quality odor control system to be built in the same location and footprint as the (previously) existing system.

The Hale Avenue Resource Recovery Facility (HARRF) operates 24 hours per day, 365 days per year and receives an average of 10 million gallons per day of wastewater and residual storm water from the City of Escondido. Since it is Escondido's primary wastewater facility, there were no options to allow the facility to shut-down for upgrades. It was critical that the plant operate each day – even during construction phases – with little to no disruption to the treatment process, and that was accomplished during this project.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher W. McKinney*, Dir. of Utilities  
7/2/2018 1:04 p.m.

*Angela Morrow*, Dep. Dir. of Util./Const. & Eng.  
7/2/2018 12:14 p.m.

ATTACHMENTS:

- 1. Resolution No. 2018-112

RESOLUTION NO. 2018-112

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE DIRECTOR OF UTILITIES  
TO FILE A NOTICE OF COMPLETION FOR  
THE HARRF PHASE III PRIMARY  
TREATMENT BUILDING AND ODOR  
CONTROL MODIFICATIONS PROJECT

WHEREAS, on December 9, 2015, the City Council adopted Resolution No. 2015-190, authorizing execution of a Public Improvement Agreement for the construction of the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project (the "Project") in the amount of \$10,927,580; and

WHEREAS, on December 9, 2015, the City Council approved a budget adjustment in the amount of \$8,189,266 to the Capital Improvement Project ("CIP") No. 801101 to cover costs for completing the project; and

WHEREAS, the improvements to the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project were completed by J.F. Shea Construction, Inc.; and

WHEREAS, the City of Escondido staff and the Director of Utilities deems the filing of the Notice of Completion to be valid and recommends approval; and

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

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 accepts the recommendation of the Director of Utilities.
3. That the City Council hereby approves the request to file a Notice of Completion for the HARRF Phase III Primary Treatment Building and Odor Control Modifications Project.



## CITY COUNCIL STAFF REPORT

Consent Item No. 14

July 11, 2018

File No. 0480-70

SUBJECT: Active Transportation Program Grant Applications

DEPARTMENT: Engineering Services Department  
Community Development Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-114 authorizing two applications to Caltrans for Active Transportation Program (ATP) Grant funds; and if awarded, to accept the grant funds and complete necessary grant documents. The Director of Engineering Services or her designee shall be authorized to complete a grant to fund the Escondido Creek Trail Transit Center Bicycle Path Improvements Project and the Director of Community Development or his designee shall be authorized to complete a grant to fund the Escondido Comprehensive Active Transportation Strategy (CATS) Plan.

FISCAL ANALYSIS:

ATP consists of State and Federal funds. Final budgets for the projects are being finalized. Full project costs are anticipated to be covered by the grants, with the exception of an \$80,000 match budgeted for the Escondido Creek Trail Transit Center Bicycle Path Improvements Project. Completion of a CATS plan is included as an action item in the City's General Plan and Climate Action Plan and will make the City of Escondido more competitive for local, state and federal active transportation funding.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Community Improvement and Public Safety.

PREVIOUS ACTION:

The City of Escondido has received \$4,060,000 in funding for three active transportation projects under previous ATP cycles.

BACKGROUND:

The ATP program was created by Senate Bill 99 (Chapter 259, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation. Senate Bill 1 (SB1) (chapter 2031, Statutes of 2017) stipulates that \$100,000,000 of revenues from

the Road Maintenance and Rehabilitation Account will be available annually to the ATP. ATP goals include: increase biking and walking trips; increase the safety and mobility of non-motorized users; greenhouse gas reduction; enhance public health; and provide a broad spectrum of projects to benefit many types of active transportation.

Staff requests authorization to apply for funding for improvements to the Escondido Creek Trail Bicycle Path adjacent to the Transit Center to include pedestrian signals, crosswalks, signage, ramps, lighting, and striping to improve the visibility and safety of pedestrians and bicyclists where the bicycle path crosses Tulip Street and Quince Street.

Staff requests authorization to apply for funding to create a new CATS Plan, building upon the 1999 Trails Master Plan, 2012 Bicycle Master Plan, Complete Streets Policy, and 2013 Climate Action Plan. The Escondido CATS plan will lay the foundation for improved bicycle and pedestrian facilities within the City and connecting between adjacent jurisdictions.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Svs.  
7/2/2018 12:53 p.m.

*Bill Martin*, Director of Community Dev.  
7/2/2018 12:47 p.m.

ATTACHMENTS:

1. Resolution No. 2018-114



RESOLUTION NO. 2018-114

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO AUTHORIZING  
THE SUBMITTAL OF APPLICATIONS FOR  
ACTIVE TRANSPORTATION PROGRAM  
GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the 2019 Active Transportation Program (“ATP”) under Senate Bill 99, Chapter 259, Assembly Bill 101, Chapter 354, and Senate Bill 1 (SB1), Chapter 2031; and

WHEREAS, the California Transportation Commission (“CTC”) has statutory authority for the administration of the ATP and established necessary procedures; and

WHEREAS, the CTC has adopted the 2018 ATP guidelines on May 16, 2018, and released a call for projects.

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

1. That the above recitations are true.
2. That the City Council approves the filing of two applications to the CTC through Caltrans for the Escondido Creek Trail Transit Center Bicycle Path Improvements Project and Escondido Comprehensive Active Transportation Strategy Plan.
3. That the City Council appoints the Director of Engineering Services, or her designee, as agent to conduct all negotiations, execute and submit all documents to the CTC including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the Escondido Creek Trail Transit Center Bicycle Path Improvements Project.

4. That the City Council appoints the Director of Community Development, or his designee, as agent to conduct all negotiations, execute and submit all documents to the CTC including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the Escondido Comprehensive Active Transportation Strategy Plan.



## CITY COUNCIL STAFF REPORT

**Consent Item No. 15**

**July 11, 2018**

**File No. 0145-20**

**SUBJECT:** Tenth Amendment to the County of San Diego Senior Nutrition Services Contract No. 547766

**DEPARTMENT:** Community Services Department, Older Adult Services Division

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2018-115, authorizing the Assistant Director of Community Services to execute a Tenth Amendment to County Contract No. 547766, County of San Diego, Health and Human Services Agency Agreement with the City of Escondido for the Senior Nutrition Program.

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

N/A

**PREVIOUS ACTION:**

On July 1, 2014, the City Council approved the original Contract No. 547766 with the County of San Diego, Health and Human Services Agency by adopting Resolution No. 2014-90. Amendments to this agreement have been approved by the City Council each fiscal year thereafter.

**BACKGROUND:**

The basis of the Senior Nutrition Program is to offer seniors nutritionally balanced meals in a congregate setting to increase health and stave off isolation. The Escondido Senior Center has offered this program Monday through Friday for over 40 years. Furthermore, grants through the County of San Diego Aging and Independence Services have helped to offset costs for the Senior Nutrition Program for over 29 years.

In order to accomplish the above, the Senior Nutrition Program is comprised of two components, transportation and meal service. The transportation component provides seniors a means to access the meal service component. The County grant reimburses the City for both components. Therefore, reimbursement is received for transportation based on each one-way ride and for meal service based on each meal served to seniors 60 and older.

Tenth Amendment to the County of San Diego Senior Nutrition Services Contract  
July 11, 2018  
Page 2

In FY 2016-17 over 11,000 one-way rides were completed and 20,786 meals served. By the end of FY 2017-18, staff estimates providing over 11,000 one-way rides and serving over 22,500 meals.

The Senior Nutrition Council and the Escondido seniors served at the Escondido Senior Center are pleased with the Nutrition Program. This is a valuable service that increases socialization amongst the Escondido seniors and provides them with a balanced, nutritious meal.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Joanna Axelrod*, Director of Communications and Community Services  
7/2/2018 2:29 p.m.

ATTACHMENTS:

1. Resolution No. 2018-115
2. Resolution No. 2018-115 - Exhibit A (Amendment No.10)

RESOLUTION NO. 2018-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A GRANT IN AN AMOUNT NOT TO EXCEED \$91,544 FROM JULY 1, 2018, THROUGH DECEMBER 31, 2018, FROM THE COUNTY OF SAN DIEGO TO PROVIDE SENIOR NUTRITION SERVICES; AND EXECUTE THE TENTH AMENDMENT TO COUNTY AGREEMENT NO. 547766 WITH CITY OF ESCONDIDO

WHEREAS, the City of Escondido understands that there is a need to provide Escondido seniors with nutritious meals in a congregate setting to improve health and limit isolation; and

WHEREAS, the City of Escondido desires to make available the Senior Nutrition Program at the Escondido Senior Center Park Avenue Café; and

WHEREAS, the Senior Nutrition Program will be funded in part from funds made available through a grant provided by the County of San Diego, ("County"); and

WHEREAS, at the County's option, it may extend this agreement each year through December 31, 2018; and

WHEREAS, the Director of Communications and Community Services recommends approval of the Tenth Amendment to County Agreement No. 547766 ("Agreement"); and

WHEREAS, this City Council desires at this time, and deems it to be in the best public interest, to approve this Tenth Amendment to the Agreement to provide nutritionally balanced lunches effective July 1, 2018, through December 31, 2018.

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 accepts the recommendation from the Director of Communications and Community Services.
3. That the Assistant Director of Community Services, is authorized to execute, on behalf of the City, a Tenth Amendment to the Agreement (“Amendment”) to provide a Senior Nutrition Program at the Escondido Senior Center, in substantially the same form as used for previous amendments, and subject to final approval as to form by the City Attorney. A copy of the Amendment is attached as Exhibit “A” for reference, and is incorporated by this reference.
4. That the City Council authorizes the Assistant Director of Community Services to receive a \$91,544 grant from the County and execute, on its behalf, grant contract documents, including any extensions or amendments thereof.

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING  
CONTRACT NO. 547766 AMENDMENT NO. 10**

City of Escondido (“Contractor”) and the County of San Diego (“County”) enter into this amendment (“Amendment”) to amend the above-referenced contract (“Contract”) as described herein.

Title of Contract: **Senior Nutrition Program** Amendment Effective Date: **Date signed by Purchasing and Contracting**

**Description of Contract Change(s):**

1. Contract Terms and Work:
  - 1.1. The Services Template is modified as follows:
    - 1.1.1. The Compensation on the Signature Page is modified as follows:
      - 1.1.1.1. The compensation for the Third Option Year (Fiscal Year October 15, 2017-June 30, 2018) is increased by a maximum of \$16,802, from \$166,410, to \$183,212.
      - 1.1.1.2. The compensation for the six month option to extend from July 1, 2018 to December 31, 2018 is a maximum of \$91,544.
      - 1.1.1.3. Total contract price is increased by a maximum of \$108,346, from \$766,900, to \$875,246.
  - 1.2 Exhibit C - Payment Schedule for Fiscal Year October 15, 2017- June 30, 2018 is modified as follows:
    - 1.2.1 Congregate Meals: # of Service Units is increased by 1,650, from 21,335, to 22,985; Total is increased by \$7,607, from \$98,354, to \$105,961.
    - 1.2.2 Transportation: # of Service Units is increased by 1,500, from 9,712, to 11,212; Total is increased by \$7,875, from \$50,988, to \$58,863.
    - 1.2.3 Incentive Payments NSIP-C1: # of Service Units is increased by 1,650, from 21,335, to 22,985; Total is increased by \$1,320, from \$17,068, to \$18,388.
    - 1.2.4 TOTAL for the Period of July 1, 2017 – June 30, 2018 is increased by \$16,802, from \$166,410 to \$183,212.
  - 1.3 Exhibit C - Payment Schedule for July 1, 2018 - December 31, 2018 is added.
2. Compensation: The compensation due to Contractor under the Contract is increased by a maximum amount of \$108,346, for an amended total contract price not to exceed \$875,246, with an amended Fiscal Year 2017 – 2018 price of \$183,212 and a July 1, 2018 to December 31, 2018 price of \$91,544.

Revised Contract Total Price is \$875,246.

3. Term of Agreement: The Contract term remains July 1, 2014 through December 31, 2018.

**Please add the following:**

1. Exhibit C - Payment Schedule for Fiscal Year October 15, 2017 – June 30, 2018, marked Amendment #10.
2. Exhibit C - Payment Schedule for July 1, 2018 – December 31, 2018, marked Amendment #10.

All other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date set forth above. This Amendment is not valid unless signed by Contractor and the County Department of Purchasing and Contracting.

**CONTRACTOR:**

**COUNTY:**

By: \_\_\_\_\_  
DANIELLE M. LOPEZ, Assistant Director of  
Community Services  
City of Escondido  
[dmlopez@escondido.org](mailto:dmlopez@escondido.org)

Department Review and Recommended Approval:

By: \_\_\_\_\_  
CHUCK MATTHEWS, Ph.D., Interim Director  
Aging & Independence Services

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

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

**APPROVED:**

By: \_\_\_\_\_  
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

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

**COUNTY CONTRACT NUMBER 547766**  
**COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY**  
**AGREEMENT WITH CITY OF ESCONDIDO**  
**FOR SENIOR NUTRITION PROGRAM**  
**EXHIBIT C – PAYMENT SCHEDULE**

1. **COMPENSATION:** The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA). A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.
2. **SERVICE UNITS AND RATES FOR FISCAL YEAR July 1, 2018 – December 31, 2018**

<b>Exhibit A Paragraph Reference</b>	<b>Services</b>	<b>Funding Source</b>	<b># of Service Units</b>	<b>Fixed Supplemental Rate</b>	<b>Total***</b>
4.1	Congregate Meals	Title III-C1 (1)	11,493	\$4.70	\$54,017
4.4	Transportation	Title III-B (3)	5,506	\$5.25	\$28,907
4.1	Incentive Payments*	NSIP-C1	11,493	\$0.75	\$8,620
6.2.3	One-time-only (OTO)**	OTO-C1	N/A	N/A	\$0
6.2.3	One-time-only (OTO)**	OTO-C2	N/A	N/A	\$0
<b>TOTAL</b>					<b>\$91,544</b>

- (1) State of California C-1 funding stream
- (2) State of California C-2 funding stream
- (3) State of California B funding stream

\*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimated ONLY and may be adjusted based on actual prior year number of meals served.

\*\*OTO funds are restricted to the purchase or repair of equipment and/or County-provided vehicles. Refer to Paragraph 6.2.3 of Exhibit A for additional restrictions/requirements.

\*\*\*Dollar amounts in the total column have been rounded to the nearest dollar. \$0.49 or less is rounded down, \$0.50 or higher is rounded up.



## CITY COUNCIL STAFF REPORT

**Consent Item No. 16**

**July 11, 2018**

**File No. 0170-57**

SUBJECT: Approval of CalPERS Industrial Disability Retirement for Police Officer Paige Woog

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-117 approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Paige Woog.

BACKGROUND:

Ms. Woog is a 48-year-old Police Officer. She has been employed by the City for more than 16 years. The basis for Ms. Woog's Industrial Disability Retirement application is confirmed by medical reports from Dr. Robert Fenton, Dr. Norman Kane, Dr. Michael Kimball, and Dr. Ramin Raiszadeh. Ms. Woog's condition is orthopedic in nature. Accordingly, Ms. Woog is incapacitated within the meaning of the Public Employees' Retirement Law for performance of her usual and customary duties in the position of Police Officer.

Under State Law, the City Council is required to adopt a resolution determining that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2018-117, approving the CalPERS Industrial Disability Retirement for Paige Woog to be effective July 13, 2017.

CalPERS requires the City to make advance disability pension payments while they process the application. Upon approval, the City will receive a full refund.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Administrative Services  
7/2/2018 2:27 p.m.

ATTACHMENTS:

1. Resolution No. 2018-117

RESOLUTION NO. 2018-117

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING THE CALPERS INDUSTRIAL  
DISABILITY RETIREMENT FOR POLICE  
OFFICER PAIGE WOOG

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

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

WHEREAS, an application for industrial disability retirement due to orthopedic injury to her left shoulder and left foot from Paige Woog ("Employee"), employed by the City in the position of Police Officer, has been filed with CalPERS; and

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

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

1. That the above recitations are true.
2. That the City Council of the City of Escondido, California does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of her duties in the position of Police Officer. That the City Council certifies, in accordance with Govt. Code section 21156, that

this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

3. That Employee had filed a Workers' Compensation claim for her disabling condition. The Workers' Compensation claim was accepted.

4. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code section 21166 whether such disability is industrial.

5. BE IT FURTHER RESOLVED that the Employee's retirement date will be effective July 13, 2018, and her last day on paid status is July 12, 2018.

6. That there is not a possibility of third party liability.

7. That the City will make monthly Advanced Disability Pension Payments of \$3,948.00, beginning August 1, 2018, until CalPERS begins making retirement payments. The City will also make a one-time advance disability payment of \$2,419.74, for the remaining nineteen days of July 2018.

8. That the primary disabling condition is an orthopedic injury to her left shoulder and left foot, and arose out of and in the course of employment.

9. That the duration of the disabling condition is expected to be permanent from the date of the application for benefits, which has been certified by competent medical opinion.

## MOBILEHOME RENT REVIEW BOARD

**Public Hearing Item No. 17**

**July 11, 2018**

**File No. 0697-20-10168**

**SUBJECT:** Short-Form Rent Review Board Hearing for Carefree Ranch (File No. 0697-20-10168)

**DEPARTMENT:** Community Development Department, Housing & Neighborhood Services Division

**RECOMMENDATION:**

Consider the short-form rent increase application submitted by the Carefree Ranch.

If approved, adopt Rent Review Board Resolution No. 2018-08, granting an increase of 75 percent of the change in the Consumer Price Index, or 2.066 percent (an average of \$10.70) for the period of December 31, 2016, to December 31, 2017.

**INTRODUCTION:**

Carefree Ranch ("Park"), located at 211 N. Citrus Avenue, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

**THE RENT INCREASE APPLICATION:**

Carefree Ranch is a senior park with a total of 184 spaces with 70 spaces subject to rent control. The Park is requesting an increase for the 70 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. The amenities available for the residents include a furnished clubhouse with kitchen, a pool with spa, shuffleboard court, a guesthouse and coin laundry facilities.

The Park is currently renovating the clubhouse and removing two unused sheds. At the end of August 2018, streets will be resurfaced and slurry sealed. Since their last rent increase, the Park has completed CPUC conversion of gas and electric, some of this scheduled roadwork is related to this conversion.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75 percent of the change in CPI for the period of December 31, 2016, to December 31, 2017. Seventy-five percent of the change in the CPI for the period of consideration is 2.066 percent. The average monthly rent for the 70 residents that are affected by this application is \$517.94. The average monthly increase requested is \$10.70 per space, per month.

This is the twenty-second rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in July 2017 for an average amount of \$7.41 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on June 14, 2018, at 5 p.m. Four residents, the Park Manager and City staff attended the meeting. After a review of the rent control process, resident discussion focused on management issues including; appearance of the grass in common areas, timeline for the completion of the clubhouse remodel, trash overflowing due to inconsistent pick-up times on Mondays, street resurfacing, and proposed improvements to the shuffle board court. Wayne Louth volunteered to serve as resident representative.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Attachment A." The Owner and Resident Manager received a copy of the Report. No rent increase, if granted, will take effect until all code violations are corrected.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Bill Martin*, Director of Community Development  
7/2/2018 3:09 p.m.


Belinda Rojas, Program Administrator  
7/2/2018 2:07 p.m.

ATTACHMENTS:

1. Attachment A - Code Inspection Report
2. Rent Review Board Resolution No. 2018-08

**DATE: JUNE 21, 2018**

**TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD**

**FROM: MARK CASS, CODE ENFORCEMENT MANAGER** 

**SUBJECT: CAREFREE RANCH MOBILEHOME PARK RENT CONTROL**

Carefree Ranch Mobilehome Park was inspected on June 20, 2018, with the lighting inspection conducted the same evening. This inspection was a result of an application for a rent increase having been filed. Five general violations and no lighting violations were found and noted in the attached inspection report.

The resident meeting was held June 14, 2018 and was attended by four residents. A resident representative appointed for this park and given the paperwork to complete. Issues mentioned were of the nature to be addressed between the park and residents and there were no code issues brought forth.

There were no code enforcement cases in this park during the past year.

**Cc: Bill Martin, Director of Community Development**  
**Belinda Rojas, Rent Control Administration**

**June 21, 2018**

**MOBILEHOME PARK RENT CONTROL**  
**CODE ENFORCEMENT INSPECTION REPORT**

**Park Name:** Carefree Ranch Mobile Home Park  
211 N. Citrus Ave.  
Escondido, CA. 92027

**Park Owner:** Carefree Ranch LLC  
C/o Bart J. Thomsen  
8 Pinehurst Ln.  
Newport Beach, Ca. 92660

**Park Manager:** Jim Younce                      **Phone:** (760) 207-9727

**Inspection Date:** 6/20/2018                      **Inspector:** Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

**General Violations:**

1. Repair the section of dry rot and deterioration on the structure that is used for security or demolish the structure. **25 CCR 1102(a)&(b).**
2. Remove all trash, discarded wood & debris stacked by the security structure. **25 CCR 1120.**

**Areas of the park requiring illumination per 25 CCR 1108:**

**(Lighting Inspection conducted the evening of 6-20-2018)**

1. Repair the inoperable light by the park office entry door.



RESOLUTION NO. RRB 2018-08

A RESOLUTION OF THE ESCONDIDO  
MOBILEHOME RENT REVIEW BOARD  
MAKING FINDINGS AND GRANTING A RENT  
INCREASE FOR CAREFREE RANCH  
MOBILEHOME PARK

(File Number: 0697-20-10168)

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a short-form Rent Increase Application was filed pursuant to Section 12 of the Rent Review Board Guidelines and accepted on May 8, 2018, by Bart Thomsen/Carefree Ranch LLC, the owner of Carefree Ranch Mobilehome Park ("Park"). The Park is located at 211 N. Citrus in Escondido. The rent increase applies to 70 of the 184 spaces in the Park; and

WHEREAS, this is the twenty-second rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the board at a Rent Review Board Hearing held on July 12, 2017, and formally adopted by Rent Review Board Resolution 2017-03. The increase requested was for 1.467 percent, or approximately \$7.41 per space, per month; and

WHEREAS, at the time of the current application, the average monthly space rent was \$517.94 for the 70 spaces subject to rent control. The Park owner requested a rent

increase in the amount of 75 percent of the change in the Consumer Price Index (CPI) for the period of December 31, 2016, through December 31, 2017, in accordance with the Rent Review Board short-form policy guidelines. The application estimated this amount to be an average of \$10.70 (2.066 percent) per space, per month; and

WHEREAS, a notice of the Park's Rent Increase Application was sent to all affected homeowners. All parties were given notice of the time, date and place of the rent hearing before the Board; and

WHEREAS, on June 20, 2018, a Mobilehome Park Rent Control Code Enforcement Inspection Report ("Inspection Report") was completed. The Inspection Report noted Health and Safety Code violations in the Park; and

WHEREAS, on July 11, 2018, the Board held its public hearing. After an initial presentation, the Board invited testimony from Park ownership, residents of the Park and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an average rent increase of \$10.70 per space, per month, for the 70 spaces receiving rent increases under this application,

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the short-form Guidelines

("Guidelines").

3. That following the Guidelines, an increase based on 75 percent of the change in the Consumer Price Index (CPI) for San Diego County from December 31, 2016, through December 31, 2017, amounted to 2.066 percent, which averaged \$10.70 per space, per month, for the 70 spaces subject to rent control.

4. The Board concluded that an average increase of \$10.70 per space, per month, is consistent with the Guidelines, and is a fair, just, and reasonable increase in light of the information presented by all parties.

5. That the increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection.

6. That the increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.



## CITY COUNCIL STAFF REPORT

**Current Business No. 18**

**July 11, 2018**

**File No. 0610-95**

SUBJECT: City Council Action Plan Update

DEPARTMENT: City Manager's Office

RECOMMENDATION:

It is requested that the City Council review the 2017-2018 City Council Action Plan Update and provide input regarding the status of specified strategies discussed.

FISCAL ANALYSIS:

None

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan update regarding strategies that have a milestone review date of June 2018.

PREVIOUS ACTION:

On February 15, 2017, the City Council held a workshop for the development of the 2017-2018 City Council Action Plan. A draft of the Action Plan involving a variety of strategies was presented to the City Council on April 5, 2017, and the Plan was approved for implementation. On January 24, 2018, the City Council was updated on several strategy items from the Plan that had a target review date of December 2017 and provided input to Staff.

BACKGROUND:

The Action Plan represents the City Council's collective vision for Escondido's future. The Plan is developed biennially following a workshop where goals are identified and discussed. Four Priority Areas are identified in the 2017-2018 Action Plan, with a single overarching goal accompanying each Priority Area. Within these four Priority Areas, there are 29 individual strategies with a target review date for June 2018. The purpose of this presentation is to provide a status update to the City Council, and to solicit feedback from the City Council to Staff regarding the progress for implementing these individual strategies.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*William Wolfe*, Deputy City Manager  
7/2/2018 12:17 p.m.

ATTACHMENTS:

1. Council Action Plan Strategies and Status Matrix Update.

# 2017 – 2018 City Council Action Plan Update

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JULY 11, 2018



# Background:

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- City Council held a workshop on February 15, 2017
- During this workshop 4 key areas were identified and discussed:
  - Economic Development
  - Fiscal Management
  - Neighborhood Improvement
  - Public Safety
- These 4 key areas contain 70 individual strategies
  - 29 of these strategies had a milestone date of June 2018



## Priority Area: Economic Development

Strategy	<u>Completed</u>	<u>In Progress</u>
#4. Identify business attraction and expansion opportunities for non-retail businesses that generate sales tax revenue		☑
#8. Involve Escondido Chamber of Commerce in establishing business areas/groups to address unique needs of business clusters		☑
#9. Assess if business areas and groups would support a formal structure to fund area enhancements	☑	
#10. Improve competitiveness of grant applications for funding the Citracado Parkway extension	☑	
#13. Work with the Chamber of Commerce to gather feedback from business community on temporary sign regulations		☑
#17. Evaluate transferring responsibility for ensuring adequate parking in multi-tenant commercial/industrial properties to owners and agents		☑
#18. Facilitate re-development of former Palomar downtown site with land uses that support the City's long term vision		☑
#19. Establish an alternative compliance program as an opportunity to enhance development potential of projects seeking off-site storm water treatment compliance		☑

## Priority Area: Fiscal Management

Strategy	<u>Completed</u>	<u>In Progress</u>
#1. Establish regulations that limit the proliferation of targeted non-residential land uses that do not serve the broader interest of enhancing city revenues		<input checked="" type="checkbox"/>
#3. Increase Transient Occupancy Tax revenues by assisting in the completion of Marriott Springhill Suites and seek additional high-quality lodging opportunities	<input checked="" type="checkbox"/>	
#5. Pursue negotiations with the County to increase the City's apportionment of property taxes for future annexations		<input checked="" type="checkbox"/>
#7. Evaluate opportunities for outsourcing city operations		<input checked="" type="checkbox"/>
#10. Evaluate Development Impact and Processing fees and consider adjustments to align with regional averages, cost recovery and build-out needs	<input checked="" type="checkbox"/>	



# Priority Area: Neighborhood Improvement


Strategy	<u>Completed</u>	<u>In Progress</u>
#1. Continue the Neighborhood Transformation Project through various efforts	☑	
#5. Continue aggressive graffiti removal and consider eradication through a variety of efforts		☑
#9. Establish a goal of completing signal synchronization of one corridor per year, based on available funding		☑
#10. Investigate the application of adaptive signal timing and potential grant funding for its implementation		☑
#12. Conduct a City Council workshop to review the City's utility undergrounding policy to determine its appropriateness	☑	
#15. Implement approved Watershed Quality Improvement Plans that identify strategies for improving water quality		☑
#19. Improve and maintain current parks		☑
#22. Consider community surveys to assess community satisfaction. If directed by the City Council, release an RFP to solicit consultant bids for conducting a resident satisfaction survey		☑
#23. Develop a comprehensive Communications Plan for the City, including strategies for social media and other engagement tools	☑	
#24. Develop and launch a new City of Escondido website	☑	
#30. Monitor the Rose to Foxdale parking district for parking and appearance issues during the pilot program and report the findings to the City Council	☑	
#31. Consider efficacy and success of the RTF parking district and determine if requests from other groups warrant additional parking districts	☑	

## Priority Area: Public Safety

Strategy	<u>Completed</u>	<u>In Progress</u>
#1. Develop a Strategic Plan for Homelessness	<input checked="" type="checkbox"/>	
#3. Address the current gang issues in the City		<input checked="" type="checkbox"/>
#4. Evaluate opportunities of establishing a long-term contract with another law enforcement agency that provides funding for expanding the Firing Range Training Facility		<input checked="" type="checkbox"/>
#5. Explore regional partnerships to increase efficiencies and enhance services	<input checked="" type="checkbox"/>	


# SUMMARY

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- This City Council Action Plan has provided four key areas under which staff can prioritize specific action items. Resources are used more efficiently in fulfilling the action items.
  - The four key areas also provide guidance for ongoing activities of the City. City departments embrace this plan and make it a priority in daily operations.
  - The citizens are able to see the well-defined policy objectives of their elected officials.
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# WHAT'S NEXT?

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- A final review of strategies is scheduled for December 2018
  - The next Council Action Plan will be prepared in early 2019
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## CITY COUNCIL STAFF REPORT

**Current Business Item No. 19**

**July 11, 2018**

**File No. 0720-40**

SUBJECT: Adoption of Ordinance Amending the CalPERS Contract

DEPARTMENT: Human Resources Department, Benefits

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2018-14, authorizing an amendment to the contract between the City of Escondido (City) and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to provide employees sharing an additional cost of one (1) percent for the Teamsters Bargaining Unit CalPERS Classic Members, Government Code Section 20516.

FISCAL ANALYSIS:

The sharing of the CalPERS cost by Teamsters CalPERS Classic members of one (1) percent each year of the agreement has an estimated cost savings to the City of approximately \$240,457 for the term of the (2018-2020) Memorandum of Understanding (MOU) with the group.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council Action Plan regarding Fiscal Management. The additional employee cost sharing of pension benefits relates to addressing the cost of pension obligations.

PREVIOUS ACTION:

On May 16, 2018, the City Council adopted Resolution No. 2018-79 approving the MOU contract term agreement with the Teamsters bargaining unit. Within the agreement, it was agreed the Classic CalPERS members will share an additional cost of one (1) percent each year of the three-year term up to three (3) percent of the City's CalPERS costs.

On June 20, 2018, the City Council adopted Resolution of Intention No. 2018-84 to amend the CalPERS contract and introduced the first Reading of Ordinance 2018-14 authorizing a CalPERS contract amendment.

BACKGROUND:

Prior to the City implementing the cost-sharing provision, it is necessary for the City to amend its contract with CalPERS. The first reading of Ordinance No. 2018-14 was introduced to the City Council at the June 20, 2018 meeting. The final Ordinance and contract amendment will implement Government Code Section 20516 (Employees Sharing Additional Cost) for the Teamsters bargaining unit CalPERS Classic members to share an additional cost of one (1) percent of the City's CalPERS

costs. Additionally, California Government Code Section 7507 requires that future annual costs or benefit changes of the proposed contract amendment be made public at a public meeting at least two weeks prior to the adoption of the final Ordinance. Upon approval of the Ordinance, the effective date of the CalPERS contract amendment will be 30 days after the adoption of the Ordinance and occur on the first day of a pay period, which is August 12, 2018. The CalPERS contract amendment will modify Section A, Paragraph 15(k) of the current contract by replacing “the effective date of this amendment to contract” with “May 20, 2018,” in the first sentence, and by adding a new sentence, “From and after the effective date of this amendment to contract, one (1) percent for classic local miscellaneous members in the Teamsters Local 911 Maintenance and Operations Unit” in Exhibit “A”.

An election is required whenever the contract is amended to provide a benefit that changes the employees’ rate of contribution. All affected members voted via electronic ballot either for or against cost sharing. It is required that more than 50 percent of those voting must be in favor of cost sharing in order to amend the contract. Voting ballots were administered by a third party administrator. The Teamsters Bargaining Unit overwhelmingly voted for cost sharing.

Since the three (3) percent cost sharing will occur over the course of the three-year term agreements and CalPERS does not allow multi-year contract amendments for cost sharing, the City is required to execute a CalPERS contract amendment each year of the agreements. Accordingly, this same process will need to be repeated in the Spring of 2018 and 2019 in order to add the additional one (1) percent cost sharing to the CalPERS contract for July 1, 2019, and July 1, 2020. This process may change due to a pending Assembly Bill 2310. Assembly Bill 2310 would specify that once a contracting agency elects to be subject to the cost-sharing provision, contract amendments are not required to effectuate cost sharing in subsequent collective bargaining agreements or memoranda of understanding ratified by the employee bargaining unit and the governing body of the agency.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Sheryl Bennett*, Deputy City Manager/Administrative Services  
7/9/2018 8:40 a.m.

ATTACHMENTS:

1. Ordinance No. 2018-14
2. Ordinance No. 2018-14 – Exhibit “A”

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING AN AMENDMENT TO THE  
CONTRACT BETWEEN THE CITY COUNCIL  
OF THE CITY OF ESCONDIDO AN THE  
BOARD OF ADMINISTRATION OF THE  
CALIFORNIA PUBLIC EMPLOYEES'  
RETIREMENT SYSTEM

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN  
as follows:

SECTION 1. That an amendment to the contract between the City Council of  
the City of Escondido and the Board of Administration of the California Public  
Employees' Retirement System is hereby authorized, a copy of said amendment being  
attached hereto as Exhibit "A," and by such reference made a part hereof as though  
herein set out in full.

SECTION 2. That the Mayor of the City Council is hereby authorized,  
empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. That this Ordinance shall take effect 30 days after the date of its  
adoption and prior to the expiration of 15 days from the passage thereof be published  
one time in a newspaper of general circulation, printed and published in the County and  
circulated in the City of Escondido and thenceforth and thereafter the same shall be in  
full force and effect.



California  
Public Employees' Retirement System

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**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of Escondido

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1958, and witnessed August 6, 1958, and as amended effective August 1, 1964, December 1, 1968, July 1, 1973, January 1, 1974, February 7, 1975, July 1, 1977, November 1, 1978, August 1, 1980, July 1, 1982, June 28, 1987, December 25, 1988, June 25, 1989, May 27, 1990, January 1, 1991, June 1, 1991, October 9, 1993, January 20, 1996, May 25, 1996, January 2, 1998, July 12, 1998, July 11, 1999, January 9, 2000, November 12, 2000, June 24, 2001, September 26, 2004, July 1, 2007, May 27, 2012, September 30, 2012, December 23, 2012 and May 20, 2018 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective May 20, 2018, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.



## PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).

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5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **PROGRAM PERSONNEL HIRED ON OR AFTER 1/1/1973; AND**
  - b. **BUS DRIVERS HIRED ON OR AFTER FEBRUARY 7, 1975**
6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. This contract shall be a continuation of the contract of the Escondido Community Development Commission, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred July 1, 1996.
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after December 23, 2012 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after December 23, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

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11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member entering membership in the fire classification on or prior to May 27, 2012 and for those classic local police members entering membership in the police classification on or prior to September 30, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
13. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after May 27, 2012 and for those classic local police members entering membership for the first time in the police classification after September 30, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full)..
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).
  - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
  - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From November 1, 1978 and until June 28, 1987, the normal local safety member contribution rate shall be 2.75%. Legislation repealed said Section effective September 29, 1980.
  - d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
  - e. Section 20042 (One-Year Final Compensation) for those classic local fire members entering membership on or prior to May 27, 2012, classic local police members entering membership on or prior to September 30, 2012 and classic local miscellaneous members entering membership on or prior to December 23, 2012.
  - f. Section 20965 (Credit for Unused Sick Leave).

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- g. Section 21024 (Military Service Credit as Public Service).
- h. Section 20692 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) for classic local police members only.
- i. Section 21548 (Pre-Retirement Option 2W Death Benefit).
- j. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local fire members entering membership for the first time with this agency in the fire classification after May 27, 2012.

Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local police members entering membership for the first time with this agency in the police classification after September 30, 2012.

Section 21353 (2% @ 60 Full Formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 23, 2012

- k. Section 20516 (Employees Sharing Additional Cost):

From and after May 20, 2018, 1% for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Teamsters Local 911 Maintenance and Operations Unit.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

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16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
18. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF ESCONDIDO

BY \_\_\_\_\_  
ARNITA PAIGE, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 20**

**July 11, 2018**

**File No. 0130-10**

SUBJECT: Designation of Voting Delegate – League of California Cities Conference

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council designate a voting delegate, and up to two alternates, to represent the City of Escondido at the business meeting to be held during the League of California Cities Annual Conference September 12-14, 2018, in Long Beach, California.

FISCAL ANALYSIS:

Costs to attend the conference are included in the City Council's Training/Meeting budget.

BACKGROUND:

At the League of California Cities Annual Conference, the membership considers and takes action on resolutions that establish League policy. Each member city has a right to cast one vote on matters pertaining to the League's policies if their City Council has taken action to designate a voting delegate prior to July 31, 2018. Should the designated delegate be unable to serve, the City Council may also appoint up to two alternate voting delegates.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Diane Halverson*, City Clerk

7/2/2018 1:19 p.m.



## **FUTURE CITY COUNCIL AGENDA ITEMS**

**Updated July 2, 2018**

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

**July 18, 2018**  
**NO MEETING (Summer Break)**

**July 25, 2018**  
**NO MEETING (Summer Break)**



# Weekly Activity Report



June 28, 2018

## FEATURED THIS WEEK

### Community Leader Honored

The Larry Himmel Foundation and Neighborhood services celebrated Robert Barrientos Day in Escondido on Saturday! In 12 years, Robert has transformed one of Escondido's toughest neighborhoods and made it a peaceful place to live. Ed Gallo presented Robert with a proclamation announcing June 23rd, Robert Barrientos Day. The foundation also presented Robert with the Good Neighbor Award! As the San Diego Union Tribune said, "The area is now a community in the truest sense of the word. People watch out for one another and, if there is a problem, they come to Robert with their concerns. He takes care of it."



### Community Recycling Event is Bigger Than Ever!

The City's Recycling Division co-hosted a free e-waste and shred event at Escondido High School on Saturday, June 23. Citizens brought e-waste (TVs, computer monitors, laptops, radios, phones, electronic accessories, etc.) and up to two bankers' boxes of documents to be shredded on-site. Escondido Disposal collected the e-waste, while certified shredding trucks did their work. 225 people participated; that's 65 more attendees than last year's event. They used the Police Department's new signboard to advertise the event to passersby!



## COMMUNITY DEVELOPMENT

### Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week. A more complete list and description of active or pending projects can be viewed [here](#).

### Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. A second grading plan check was submitted by the applicant on April 16, 2018, and the grading permit is ready to be issued once bonds are posted and fees paid.
2. Talk of the Town Gas Station/Convenience Store (Developer: Munthar Ghazal) 400 Brotherton Road – A proposed CUP modification to add a gas station next to the carwash and use part of the vacant restaurant building for a related convenience store was submitted on March 7, 2018. The applicant submitted revised plans on May 24, 2018, and has had a follow-up meeting with Fire. Comments were sent back to the applicant on June 22, 2018.
3. Ritz Theater “The Grand” (Developer: New Venture Church) 301, 309 E. Grand Avenue – A proposed CUP to renovate the existing Ritz Theater and adjacent commercial building to provide for a variety of assembly uses including performing arts and religious services. A café, offices and classroom studios are also included. The application was submitted on May 17, 2018. Planning met with the applicant on June 13, 2018 to discuss specific plan, historic resource and project schedule issues. The applicant anticipates filing a revised application the first week of July to address project-related issues.
4. Felicita Development, LLC (Developer: Katherine Park, Creative Design Associates) –This project proposal started over a year ago as a 140-unit hotel, and a gas station with an office/residential care facility at the southeast corner of Felicita Rd. and Gamble Lane. The applicant met with the wildlife agencies to discuss project impacts and then halted processing. It now appears the property has changed ownership and a revised site design with two hotels and a medical building is expected to be submitted soon to restart processing. It is anticipated additional technical analysis and coordination will be needed to address traffic, biology, water and sewer service, geotechnical and storm water concerns, along with a market study for the proposed uses.
5. Blue Night Banquet Hall (Developer: Trevino Architects) 130 E. Lincoln – A proposed CUP modification to add a 4,800 SF Zumba/Yoga building in the existing parking lot and enter into a joint-use agreement with an adjacent property for parking. The application was submitted on May 15, 2018. Plans have been distributed to all departments for comment. Potential parking issues are being assessed.

### Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – The applicant has not recorded a final map; and the building plan check has expired after 18 months (including extension). Updated plans in conformance with current code requirements will be required prior to building permit issuance.
2. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – A revised plot plan was approved and revised building plans were submitted into plan check on January 17, 2018. Esgil and Fire have approved the building plans. Engineering has approved the grading plan for the revised project and has been awaiting posting of the improvement bonds prior to authorizing issuance of the building permit. The applicant has indicated that they will post bonds, pay fees and pull building permits this week.

### **City Projects**

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for design-build engineering services on April 4, 2018. The design-build engineer will complete final design and help select and manage a design-build contractor for construction of the project. A project design kick-off meeting occurred on June 13, 2018.
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 including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information is being compiled by the City's biological consultants based on recent conversations with the agencies.

### **Institutional**

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on June 25, 2018. The applicant had agreed to modify the vehicular access at the building entry and realign the walkway on the eastern side of the building.

### **Residential**

1. Wohlford Subdivision (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – Staff and the applicant have been working for some time to complete negotiations on final terms for the Development Agreement. On February 13, 2018, the Planning Commission continued the public hearing on this item at the applicant's request to allow more time to finalize

negotiations. Negotiations have concluded and a Planning Commission hearing has been scheduled for June 26, 2018.

2. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

It is expected the responses to comments will generate related revisions to the project design. The applicant's engineer is currently working to incorporate those revisions into the proposed tentative map.

3. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. Staff is currently reviewing revised plans submitted by the applicant on April 5, 2018. Planning staff met with the applicant on June 27, 2018 to discuss remaining issues.
4. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – A street vacation for right-of-way frontage along Grand Avenue has been completed. Engineering approved the grading plan on May 22, 2018. The final map was approved by the City Council on June 6, 2018. The Building Division issued building permits for all buildings on June 27, 2018. Construction is expected to start soon.
5. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The vacant clubhouse building was destroyed by fire several days later. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City issued a demo permit for the clubhouse building on March 30, 2018, and demolition has been completed. The City has agreed to review construction plans for the project while the lawsuit is pending, but not issue any construction permits. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. Engineering plan check comments were issued on June 5, 2018. Planning comments also were issued the second week of June. Landscape plans were submitted on June 5, 2018.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

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

6. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – The Planning Commission voted to recommend approval of the project on November 28, 2017. The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. LAFCO has prepared and

distributed a draft staff report and a LAFCO hearing could occur in August. Final engineering plans were submitted on May 24, 2018.

7. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. Fire is awaiting confirmation that Maple Street will support the weight of their apparatus. A Traffic Impact Analysis has been provided and Planning is awaiting submittal of the rest of the environmental documentation for review.
8. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. The applicant has proposed changing circulation through the adjacent alley to one-way southbound; and a field demonstration of fire truck turning radii at the site occurred on May 2, 2018. Fire has now indicated they support the project design. An environmental initial study and Draft Mitigated Negative Declaration were submitted for review on June 11, 2018.
9. 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. Several follow-up meetings with staff were held to discuss the outstanding issues regarding the project design and revised plans were submitted in early April. Planning Fire, Engineering and Utilities comments on the revised plans were sent to the applicant on April 25, 2018. Planning and Engineering met with the applicant on May 31, 2018 to discuss the comments. Utilities met with the applicant on June 12, 2018, and resolved that no hydrants or water main extensions will be required on the site.
10. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St.– The five-story affordable senior housing apartment project was submitted on November 21, 2017. Three meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on April 11, 2018. The applicant has since provided a constraints drawing showing proposed access and utility easements for review. Staff reviewed the constraints drawing and sent mark-up comments back to the applicant several weeks ago. Utilities conducted a fire flow test at the site on June 26, 2018.
11. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Dailey Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering

issues occurred on June 27, 2018. A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

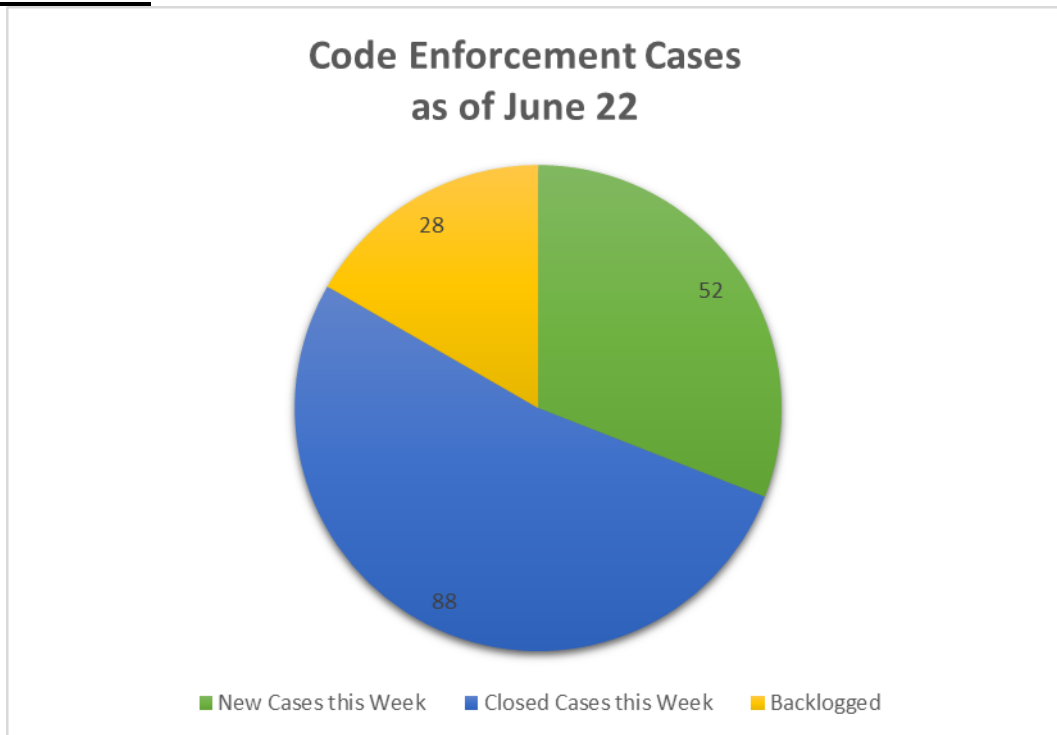
12. Accessory Dwelling Units – Planning staff is currently working on 11 applications for accessory dwelling units. Seven accessory dwelling units have been approved so far this year. Three accessory dwelling units were approved last year.

### **Building Division:**

1. The Building Division issued 59 permits last week with a total valuation of \$130,840.
2. 20 solar photovoltaic permits were issued for the week. The Building Division has issued 519 solar permits for the year compared to 460 issued for 2017.
3. Our building inspectors responded to 194 inspection requests for the week.
4. The total building valuation for all issued permits through June 23rd is \$34,435,800 compared with \$65,406,005 for same time last year. Building has processed 1,502 projects so far in 2018 compared with 1,643 projects in 2017.
5. Projects nearing permit issuance are:
  - a. 700 W Grand Ave Gateway project (previous police building).
  - b. 2516 S. Escondido Blvd. "Citron" a 63-unit condominium project (three buildings already issued).
  - c. 852 Metcalf. Five-story self-storage facility.
6. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. *No change from the previous.*
7. The Westminster Seminary at 1725 Bear Valley Pkwy has received final inspection approval for Buildings A, D and G. Four residential buildings remain for final inspection.
8. The Emanuel Faith Church education building at 639 E 17<sup>th</sup> Ave is preparing for final inspection and temporary electrical service has been released. *No change from the previous.*
9. The new Veterans Village residential project at 1540 S Escondido Blvd has received complete framing and drywall inspection approval for Building 2; and drywall inspection approval for the third floor of Building 1.
10. The new drive-thru restaurant at 720 N. Center City Pkwy, the new retail building at 730 N. Centre City Pkwy and the new drive-thru restaurant at 700 N. Centre City Pkwy have received underground water service piping inspection and are preparing for a final inspection of the exterior shell buildings. Construction of the interior tenant improvements has started. *No change from the previous.*
11. The new Starbucks at 121 W. Lincoln is preparing for final inspection.

12. The Latitude 2, apartment buildings at 610, 620, 630 and 640 N. Center City Pkwy have received second floor sheathing approval. The 650 building has received roof sheathing approval.
13. The new two story church sanctuary building at 1864 N Broadway has partial roof sheathing inspection approval. *No change from the previous.*
14. The 212,000 SF industrial shell building at 2005 Harmony Grove has received inspection approval for the T-bar ceiling.
15. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received foundation inspection approvals for Buildings 2 and 3. *No change from the previous.*
16. The new 105-room Springhill Suites hotel at 200 La Terraza has received fourth floor sheathing inspection. *No change from the previous.*
17. The new Starbucks at 1645 S. Centre City Parkway is preparing for final inspection. *No change from the previous.*
18. The new four-story Storquest self-storage facility at 222 W. Mission Avenue has received second floor “pan deck” inspection and is ready to receive concrete. Framing of the structure is on-going.

**Code Enforcement**

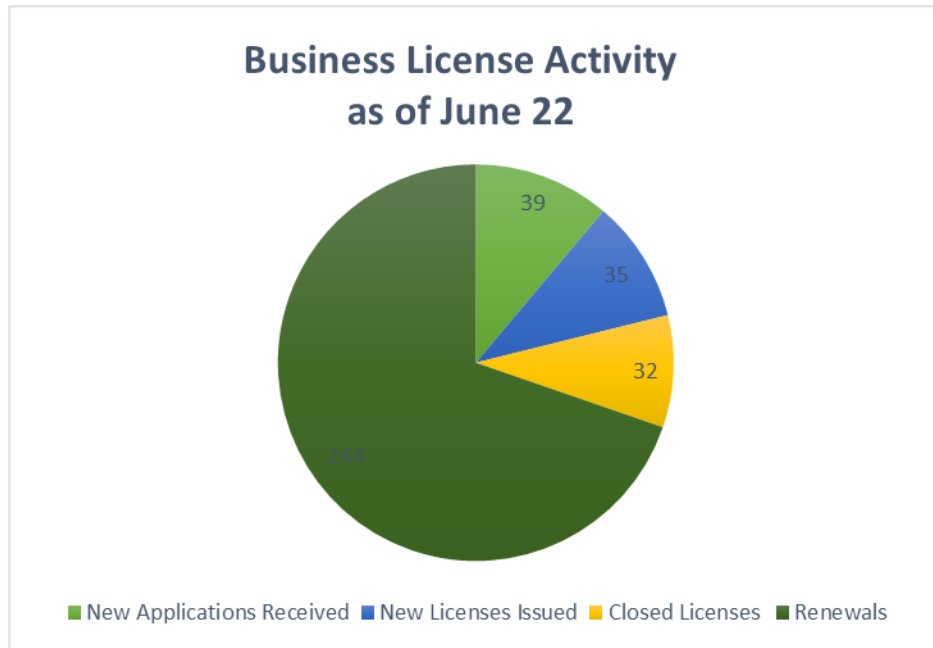


Total Open Code Cases
358

## Graffiti Restitution

Collected This Week	Collected Year to Date
\$90	\$5,431.92

## Business Licensing



## **PUBLIC WORKS**

- Public works is increasing staff presence along the bike path to aid in eradicating graffiti. This presence has been successful and within the last week the team removed 659 tags.
- The parks team moved 3,530 sq. ft. of vegetation this week.

## **ENGINEERING**

### Capital Improvements

#### **Valley Pkwy/Valley Center Road Widening Project: Calendar Day 230**

The prime contractor has started to remove the remainder of the roadway subgrade along Valley Center Road north of Lake Wohlford Road. The landscape contractor is continuing the installation of the new irrigation systems along both the east and west side of the project.

#### **Transit Center Pedestrian Bridge Project**

*No changes from that reported last week:* Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design. Resource agency permits from the Regional Water Board and Fish & Wildlife have been obtained and the City is now



pursuing final Permit from Army Corps. Negotiations of drainage/wall easements and TCEs with property owners are underway.

### **Missing Link Project**

The contractor is removing existing public improvements in preparation for the placement of new improvement on Monday, July 2 along Valley Parkway at Centre City Parkway. The signal contractor is laying out the new signal foundations at Woodward Avenue/Broadway intersection. The Centre City Parkway at Valley Parkway signal foundations are also being readied this week.

## **PRIVATE DEVELOPMENT**

### **Centerpointe 78**

The developer has requested a punch list walk for later this week.

### **Centre City Shopping Center**

The onsite construction of the new water main has been delayed due to a second conflict discovered last week. A design solution is being developed by the project engineer. New traffic signals have been placed at three corners of the intersection. The project is located at 425 W. Mission Avenue.

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

*No changes to report this week:* The final sewer main has been laid and tested for the project limits.

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

*No changes from that reported last week:* The developer is planning on restarting the storm drain construction along Washington Avenue between Centre City Parkway and Escondido Boulevard. The construction will require the closure of the #2 west bound lane on Washington Avenue between the hours of 5 A.M. 3:30 P.M. Electronic message boards will be placed in advance of the work zone to reroute vehicle traffic to alternate routes.

### **Exeter Industrial Park**

The contractor is importing material for the construction of the onsite parking lot this week. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

### **Citron Project**

Offsite pavement restoration associated with the recent storm drain construction is being performed this week. This is a 65-unit condo project located at 2516 S. Escondido Boulevard.

### **Gateway Project**

The contractor is continuing to grade the onsite soil in preparation for the placement of the new foundation. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.

### **Emanuel Faith Church**

The contractor is placing landscaping elements on site this week. The roadway contractor is preparing the parking lot for final pavement.

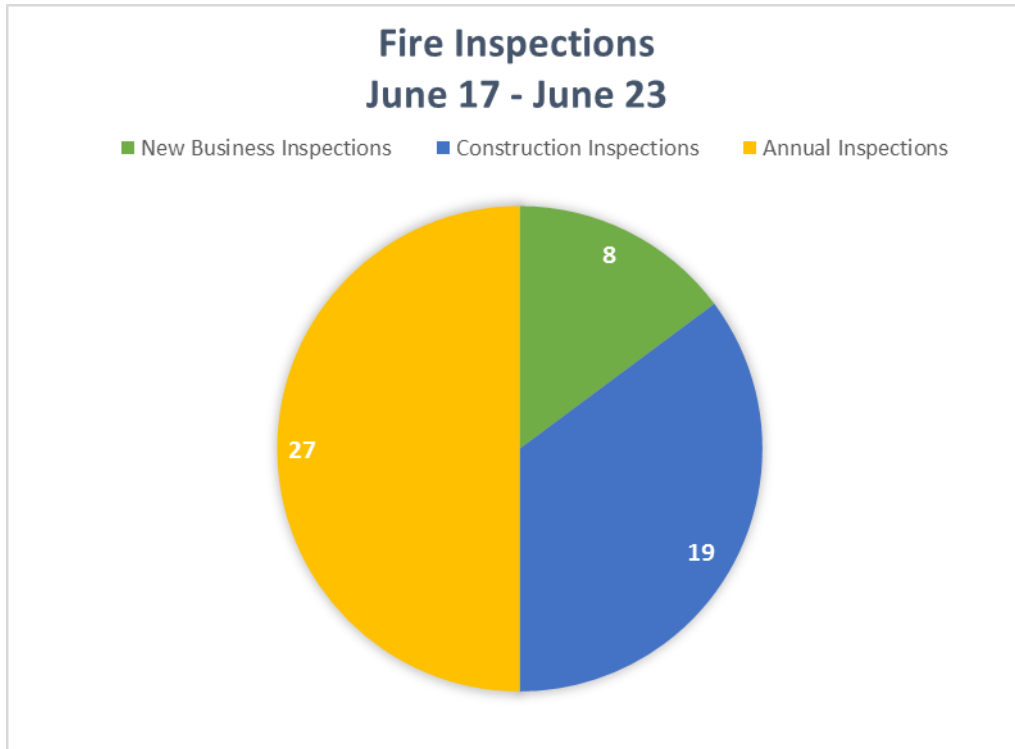
**StorQuest Self Storage**

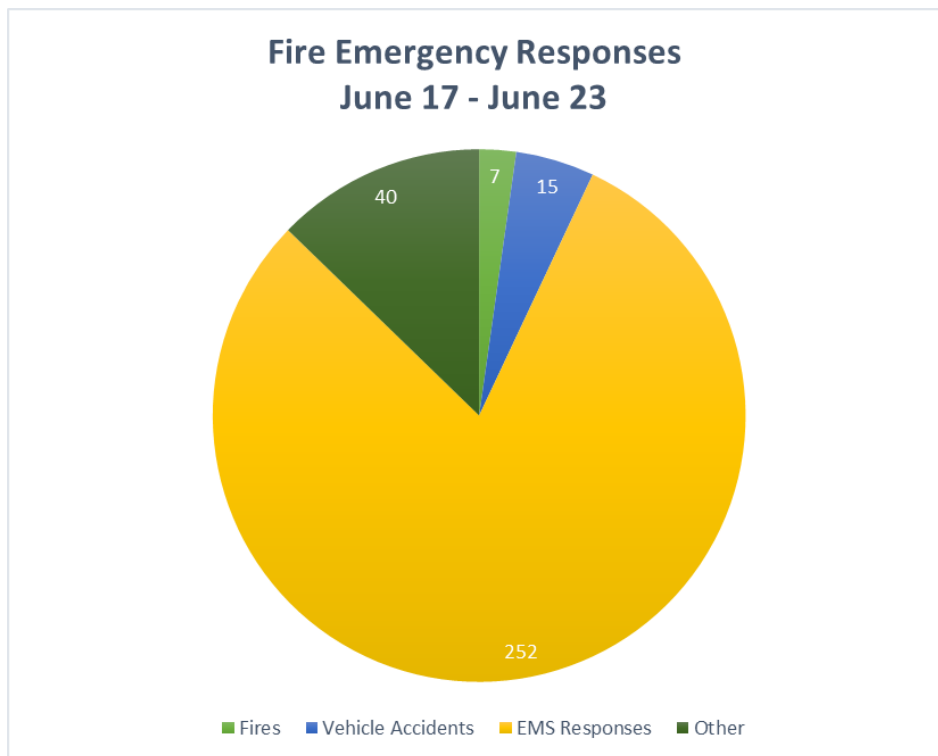
*No changes from that reported last week:* The second floor deck will be poured during a 14-hour operation starting at 2 A.M. on Tuesday of this week. The project is located at 222 W Mission Avenue.

**Lincoln Rock Apartments**

*No changes from that reported last week:* The contractor is continuing with the grading of the lot. The project is located at the southwest corner of Rock Springs Road and Lincoln Avenue.

**FIRE**





Total Emergency Responses (Year To Date)	7,455
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**News:**

- Many Escondido Community Emergency Response Team (CERT) members are Amateur radio operators (also called “hams”) ready to provide emergency communications to support the City of Escondido in the event of an emergency. Over the weekend, Escondido CERT members participated and practice their emergency communications skills at Dixon Lake with the Escondido Amateur Radio Society (EARS) at the annual Field Day event. Field Day is an amateur radio on-the-air event held annually in the US and Canada. During Field Day, Amateur Radio operators practice the skills needed to provide emergency communications during a disaster. Emergency antennas, powers systems (both solar and generator) and radios are taken to a remote sites, such as Dixon Lake, and tested to ensure operation and the ability to communicate with others throughout the U.S., Canada and Mexico. They are often able to communicate with Amateurs on other continents as well. Hams are well known for communications support in real disaster and post-disaster situations and have been called into action again and again to provide communications in crises when it really matters. In the event of a major disaster in Escondido, Escondido CERT hams will be ready to provide emergency communications under almost any conditions.



- Both OES862 and Brush 133 were requested the evening of Sunday, June 24<sup>th</sup> for the Pawnee Fire in Lake County, CA. OES8632 was manned by Captain Portman, Engineer Aubele, and Firefighter/Paramedics Kettl and Ward while Brush133 was manned by Captain Teague, Engineer Ratliff and Firefighter/Paramedic C. Smith. The fire has grown in size to over 11,500 acres and is 5% contained.
- On June 20, 2018 at approximately 08:39 a.m., the Escondido Police and Fire Communication Center received a report of smoke in an occupied mobile home at 1530 E El Norte Pkwy. The first arriving engine reported a light smoke coming from the mobile home and an elderly female attempting to evacuate with a walker. The crew was able to safely evacuate the resident, who suffered minor injuries and was transported to Palomar Medical Center, and then attempted to locate the source of the fire. Aggressive action by the firefighters contained and controlled the fire in approximately 40 minutes. The mobile home sustained fire and smoke damage. There were no firefighter injuries. 4 fire engines, 1 truck, 2 rescue ambulances, 2 Battalion Chiefs, and 1 Investigator responded to the fire. Escondido Police Units provided crowd and traffic control. The cause of the fire is currently under investigation.



- The City of Escondido Fire Department has launched its annual fireworks collection campaign. Escondido residents can turn in their fireworks, no questions asked, from 9 am on Friday, June 18 until 5:00 p.m., Monday, July 9 at any Escondido Fire Station. The purpose of the Fireworks Collection Campaign is to reduce the number of fires and injuries caused by illegal fireworks. The Escondido Fire Department reminds residents that all consumer fireworks are illegal in the City of Escondido and throughout San Diego County. That includes sparklers, firecrackers, cherry bombs, bottle rockets and even poppers. This year was the second driest year on record so the brush and fuels are extremely dry and easy to ignite.



## POLICE

### INCIDENTS:

- On 6-19-2018, police responded to a traffic collision in the 100 block of E. 9<sup>th</sup> Ave. Officers arrived on scene and found a construction truck had collided into a house. The truck had been traveling westbound on 9<sup>th</sup> Ave. when the driver failed to maintain control of the truck and drove off of the road through the front yard of one residence - plowing through two fences, running over hedges and destroying two retaining walls. The vehicle came to rest partially inside the garage of another residence. Building inspectors responded to the scene to assess the residence. No one was injured in the collision.



- On 6-20-2018, officers responded to a call of a vehicle burglary in the 800 block of W. Washington Ave. Officers arrived on scene and attempted to detain the suspect. The suspect fled from the officers. During the foot pursuit, the suspect climbed over the fence and entered the public works yard. One officer, who was inside the public works yard at the time of the call, attempted to detain the suspect. The suspect picked up a piece of concrete that was laying on the ground and threw it at the officer, barely missing the officer. Ultimately, the suspect was taken into custody with a minor use of force. The suspect was booked into the Vista Detention Facility for vehicle burglary, assault on a police officer and a warrant.

- On 6-23-2018, officers responded to the area of Rolando Court and El Cajon Blvd. regarding a call for assistance by the San Diego Police Department. Two officers from the San Diego Police Department had been shot while handling a disturbance call. Eventually, the Escondido Police contingency, along with several other police agencies, were released from the incident due to scene being controlled and stabilized by San Diego Police Department personnel. For more information about the incident see the local media piece: <https://www.nbcsandiego.com/news/local/Heavily-Police-Presence-486379131.html>

### **COPPS:**

The 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, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 7 arrests were made
- 18 citations were issued
- 15 radio calls

###