JUNE 16, 2021
CITY COUNCIL CHAMBERS
5:00 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	**Paul McNamara**
DEPUTY MAYOR	**Michael Morasco**
COUNCIL MEMBERS	**Consuelo Martinez** **Tina Inscoe** **Joe Garcia**
CITY MANAGER	**Jeffrey Epp**
CITY CLERK	**Zack Beck**
CITY ATTORNEY	**Michael McGuinness**
DIRECTOR OF COMMUNITY DEVELOPMENT	**Mike Strong**
DIRECTOR OF ENGINEERING SERVICES	**Julie Procopio**

Public Comment: To submit comments in writing, please do so at the following link: https://www.escondido.org/agenda-position.aspx.

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

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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.

June 16, 2021
5:00 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

FLAG SALUTE

ROLL CALL: Garcia, Inscoe, Martinez, Morasco, McNamara

PROCLAMATIONS: Jeffrey R. Epp Day, June 28th, 2021

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 353371 - 353558 dated June 02, 2021

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. APPROVAL OF MINUTES: Regular Meeting of May 26, 2021

4. AWARD PURCHASE OF FUELS FOR FISCAL YEAR 2022 -

Request the City Council approve the purchase of unleaded gasoline, renewable diesel, and clear diesel fuel from SC Fuels, Inc., in the amount of $1,200,000, utilizing a City of San Diego Purchasing agreement which contains a Public Agency Clause with renewable extensions, pursuant to Escondido Municipal Code section 10-90.

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

RESOLUTION NO. 2021-85

5. CONSULTING AGREEMENT WITH ADMINSURE INC., TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR THE CITY'S WORKERS' COMPENSATION PROGRAM -

Request the City Council approve authorizing the Mayor to execute a one-year renewable contract with AdminSure to provide third-party administrator services for the City of Escondido Workers Compensation Program.

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

RESOLUTION NO. 2021-83

6. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE NON-SWORN POLICE (NSP) BARGAINING UNIT –

Request the City Council approve a successor Non-Sworn Police (NSP) Bargaining Unit contract.

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

RESOLUTION NO. 2021-92

7. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE MAINTENANCE AND OPERATIONS BARGAINING UNIT, TEAMSTERS' LOCAL 911 –

Request the City Council approve a successor Maintenance and Operations, Teamsters 911 Bargaining Unit contract.

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

RESOLUTION NO. 2021-99

8. REJECT ALL BIDS FOR THE KIT CARSON PARK LIGHTING PROJECT -

Request the City Council approve rejecting

all bids received for the Kit Carson Park Lighting project and authorize staff to re-bid the project.

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

RESOLUTION NO. 2021-89

9. **SEVENTH AMENDMENT TO THE CONSULTING AGREEMENT FOR THE CITRACADO PARKWAY IMPROVEMENT PROJECT -**

Request the City Council approve authorizing a Seventh Amendment to the Consultant Agreement with Brian F. Smith and Associates, Inc. for archeological and tribal monitoring services during construction in compliance with the Memorandum of Agreement with the Army Corps of Engineers and State Historic Preservation Officer for the Citracado Parkway Extension Project.

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

RESOLUTION NO. 2021-91

10. **ADOPTION OF THE FISCAL YEAR 2021/22 ROAD MAINTENANCE AND REHABILITATION ACCOUNT INITIAL PROJECT LIST -**

Request the City Council approve the list of streets proposed to be completed with Fiscal Year 21/22 Road Maintenance and Rehabilitation Account (RMRA) funds.

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

RESOLUTION NO. 2021-94

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

PUBLIC HEARINGS

11. **2020 URBAN WATER MANAGEMENT PLAN, WATER SHORTAGE CONTINGENCY PLAN, AND 2015 URBAN WATER MANAGEMENT PLAN AMENDMENT -**

Request the City Council approve the 2020 Urban Water Management Plan (UWMP), approve the Water Shortage Contingency Plan, and amend the 2015 UWMP.

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

a) RESOLUTION NO. 2021-42 b) RESOLUTION NO. 2021-43 c) RESOLUTION NO. 2021-44

CURRENT BUSINESS

12. **REVIEW OF DRAFT COMMUNITY CHOICE ENERGY TECHNICAL FEASIBILITY STUDY -**
Request the City Council receive and file an overview conducted by EES Consulting, Inc., regarding the results from the Technical Feasibility Study

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

FUTURE AGENDA

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, www.escondido.org.

- **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**
June 23	-	-	Cancelled	-
June 30	-	-	No Meeting	-
July 7	-	-	No Meeting (Independence Day)	-
July 14	Wednesday	4:00 & 5:00 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.

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

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

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

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, 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 4:00 in Closed Session and 5:00 in Open Session.
(Verify schedule with City Clerk's Office)
Members of the Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.

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

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at (760) 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.

ESCONDIDO
City of Choice

Consent Item No. 1 **June 16, 2021**

A F F I D A V I T S

OF

I T E M

P O S T I N G

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 2 **June 16, 2021** **File No. 0400-40**

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers 353371 – 353558 dated June 2, 2021.

FISCAL ANALYSIS:

The total amount of the warrants for the period of May 27 – June 2, 2021, is $1,208,696.78

BACKGROUND:

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

May 26, 2021
4:30 p.m. Meeting

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on May 26, 2021 in the Closed Session Room at City Hall with Mayor McNamara presiding.

ATTENDANCE

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoe, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

ORAL COMMUNICATIONS

None.

CLOSED SESSION: (COUNCIL/RRB)

CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)

a. **Agency Representative:** Jeffrey Epp (City Manager) and/or designee
   Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters)

b. **Agency Representative:** Jeffrey Epp (City Manager) and/or designee
   Employee Organization: ECEA Unit (ACE and SUP)

c. **Agency Representative:** Jeffrey Epp (City Manager) and/or designee
   Employee Organization: Police Officers' Association Non-Sworn Bargaining Unit

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:52 p.m.

_____ _____

MAYOR CITY CLERK

May 26, 2021
5:00 P.M. Meeting

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. May 26, 2021 in the City Council Chambers with Mayor McNamara presiding.

MOMENT OF REFLECTION
Zack Beck, City Clerk led the Moment of Reflection

FLAG SALUTE
Michael McGuinness, City Attorney, led the Flag Salute

PROCLAMATIONS: Water Awareness Month May 2021

PRESENTATIONS: Award Presentation for the Annual Water Awareness Poster Contest

ATTENDANCE
The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoe, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Christopher McKinney, Deputy City Manager; Michael McGuinness, City Attorney; and Zack Beck, City Clerk.

CLOSED SESSION REPORT
None.

ORAL COMMUNICATIONS

Kevin Stevenson - Expressed support for cannabis commercialization.

Gloria Conejo - Expressed support for cannabis commercialization, decriminalization and legalization.

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Garcia to approve all consent calendar items, except item 6. Approved unanimously.

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

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 352690 - 352915 dated May 12, 2021

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. APPROVAL OF MINUTES: Regular Meetings of May 12, 2021 and May 19, 2021

4. CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT - ASSESSMENT ENGINEER'S REPORT FOR ZONES 1-38 -

Request the City Council approve the Final Engineer's Report and set assessments for Zones 1-38 of the City of Escondido Landscape Maintenance Assessment District for FY 2021/2022. The City Council held a public hearing on April 21, 2021 to accept public comment on the proposed levies for FY 2021/2022. (File No. 0685-10)

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

RESOLUTION NO. 2021-20

5. ADOPTION OF ADDENDA TO THE EIR FOR THE CITRACADO PARKWAY IMPROVEMENT PROJECT –

Request the City Council approve the Addenda to an adopted EIR prepared for the Citracado Parkway Extension Project. (File No. 0820-20)

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

RESOLUTION NO. 2021-82

6. DESIGNATION OF CITY OWNED SURPLUS LAND –

Request the City Council approve designating city-owned parcels as surplus land. (File No. 0690-20)

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

RESOLUTION NO. 2021-73

MOTION: Moved by Mayor McNamara Inscoe and seconded by Martinez to delay this item to a future date. Approved unanimously.

7. FINAL MAP, ESCONDIDO TRACT SUB15-0022 DEL PRADO NORTH –

Request the City Council approve the Final Map for Escondido Tract SUB15-0022, an 81 Unit Residential Condominium Subdivision located at the intersection of Brotherton Road and South Centre City Parkway. (File No. 0800-10)

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

8. NOTICE OF COMPLETION FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY STORM WATER TREATMENT SYSTEM RETROFIT PROJECT –

Request the City Council approve authorizing the Director of Utilities to file a Notice of Completion for the HARRF Stormwater Retrofit Project. (File No. 0600-95)

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

RESOLUTION NO. 2021-67

9. AUTHORIZATION TO SUBMIT FUNDING APPLICATION TO CALIFORNIA IBANK FINANCING FOR THE SAN PASQUAL UNDERGROUNDING PROJECT –

Request the City Council approve authorizing the Director of Utilities to submit an application to the California Infrastructure and Economic Development Bank (IBank) requesting $25 Million in financing for the San Pasqual Undergrounding Project (SPUP). The resolution authorizes incurrence of obligation payable to IBank, declaring intent to reimburse certain expenditures from obligation proceeds, and approving certain related matters to the financing application. (File No. 0440-30)

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

RESOLUTION NO. 2021-71

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN AND MASTER DEVELOPMENT FOR A 120-UNIT CONDOMINIUM DEVELOPMENT AND AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION -

Approved on May 12, 2021 with a vote of 3/2 (Martinez, McNamara - No)

ORDINANCE NO. 2021-05 (Second Reading and Adoption)

PUBLIC HEARINGS

11. SHORT-FORM RENT REVIEW BOARD HEARING FOR CASA GRANDE MOBILE ESTATES (FILE NO. 0697-20-10282) -

Request the City Council approve considering a short-form rent increase application involving 91 spaces submitted for Casa Grande Mobile Estates, located at 1001 S Hale Ave, and if approved, adopt Rent Review Board Resolution No. 2021-01 granting an increase as requested in the application. (File No. 0697-20)

Staff Recommendation: **Approval (Mobilehome Rent Control Administration: Mike Strong)**

RENT REVIEW BOARD RESOLUTION NO. 2021-01

Alex Hernandez - Park Representative. Expressed support for the item.

MOTION: Moved by Deputy Mayor Morasco and seconded by Councilmember Martinez to approve considering a short-form rent increase application involving 91 spaces submitted for Casa Grande Mobile Estates, located at 1001 S Hale Ave, and if approved, adopt Rent Review Board Resolution No. 2021-01 granting an increase as requested in the application. Approved unanimously.

12. POTENTIAL FOR FUTURE LEGALIZATION OF CANNABIS SALES –

Request the City Council approve considering a short-form rent increase application involving ten spaces submitted for Westwinds Mobilehome Park, located at 1415 S. Pine Street, and if approved, adopt Rent Review Board Resolution No. 2021-02 granting an increase as requested in the application. (File No. 0697-20)

Staff Recommendation: **Approval (Mobilehome Rent Control Administration: Mike Strong)**

RENT REVIEW BOARD RESOLUTION NO. 2021-02

Jim Younce - Park representative. Expressed support for the item.

MOTION: Moved by Councilmember Garcia and seconded by Councilmember Inscoe to approve considering a short-form rent increase application involving ten spaces submitted for Westwinds Mobilehome Park, located at 1415 S. Pine Street, and if approved, adopt Rent Review Board Resolution No. 2021-02 granting an increase as requested in the application. Approved unanimously.

CURRENT BUSINESS

13. PUBLIC COMMENT POLICY –

At the May 19, 2021 City Council Meeting, Councilmember Martinez requested an item be placed on the Future Agenda to discuss the public comment policy during Council Meetings.

Staff Recommendation: **None (Councilmember Martinez)**

Karla Aguilar - Requested that public comments submitted online be read into the record at the meeting.

Frida Gonzalez - Requested that public comments submitted online be read into the record at the meeting.

Kevin Stevenson - Requested that public comments submitted online be read into the record at the meeting.

Gloria Conejo - Requested that public comments submitted online be read into the record at the meeting.

Leyel Malave - Requested that public comments submitted online be read into the record at the meeting.

MOTION: Moved by Councilmember Martinez and seconded by Councilmember Garcia to adopt a hybrid public comment policy that provides members of the public with the option to address the Council in-person during Council meetings or submit their comments online, which will be read into the record by the City Clerk during Council meetings. Approved unanimously.

FUTURE AGENDA

14. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Councilmember Martinez - Attended a meeting with State Assembly Member Marie Waldron.

Councilmember Inscoe - Attended a San Dieguito River Park JPA Board meeting. Stated that the Chamber of Commerce will host a job fair on May 27, 2021.

Deputy Mayor McNamara – Stated that "Concerts on the Green" is happening May 28 through May 29 at the California Center for the Arts Escondido. Had a meeting with the new City Manager, Sean McGlynn.

Mayor McNamara - Lobbying SANDAG to start the 5 Big Moves in Escondido.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, www.escondido.org.

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

Bob Wise - Expressed opposition to a decision made at the 2013 and 2016 long-form Rent Review Board meetings.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:24 p.m.

_____ _____

MAYOR CITY CLERK

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 4 **June 16, 2021** **File No. 0470-20**

SUBJECT: Award Purchase of Fuels for Fiscal Year 2022

DEPARTMENT: Public Works Department, Fleet Services

RECOMMENDATION:

It is requested the City Council adopt Resolution No. 2021-85, approving the purchase of unleaded gasoline and diesel fuel from SC Fuels, Inc. in the amount of $1,200,000 utilizing a 5-year Cooperative Purchase Agreement between the City of San Diego and SC Fuels, RFP No. 10089315-18-K, pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-90.

FISCAL ANALYSIS:

Sufficient funds are available and were approved in the Fiscal Year ("FY") 2022 Operating Budget for Public Works, Fleet Services. The funding for annual fuel purchases is in Account No. 5111-653-715 for unleaded gasoline in the amount of $900,000, and in Account No. 5113-653-715 for diesel fuel in the amount of $300,000.

PREVIOUS ACTION:

On June 24, 2020, per City of Escondido ("City") Resolution No. 2020-80, the City Council awarded SC Fuels, Inc. the FY 2021 fuel contract.

BACKGROUND:

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

Fleet Services is requesting approval to purchase unleaded gasoline, renewable diesel, and clear diesel fuel from SC Fuels through a Cooperative Purchase Agreement with the City of San Diego along with other public agencies throughout San Diego County. SC Fuels was awarded the City of San Diego contract in 2018 and has provided exceptional customer service to the City. Fleet Services

has budgeted funds for this purchase in Account No. 5111-653-715 for unleaded gasoline, and Account No. 5113-653-715 for diesel fuel, previously approved in the FY 2022 budget.

This is an efficient and economical procurement for bulk gasoline and diesel fuels. On average, the City saves between $0.60 and $0.80 per gallon from regular pump prices, as well as reduces the staff time to annually procure this contract. Local supplier prices are regularly checked for competitive prices, but the Cooperative Purchase Agreement rates attained by this consortium through SC Fuels has proven to continually provide better economy.

In order to assist in achieving Climate Action Plan goals, Fleet Services has implemented priority delivery requests for Renewable Diesel Fuel (R99), which is a drop-in replacement for clear petroleum diesel fuel (dependent on local availability). Renewable diesel fuel is similar to biodiesel where it is derived from nonpetroleum renewable resources such as natural fats, vegetable oils, and greases but due to hydrogenation, there are no cold temperature gelling or storage issues as found with biodiesel. Renewable diesel will substantially reduce carbon emissions and improve air quality without sacrificing power, performance, or driving range.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Joseph Goulart, Director of Public Works
06/09/21 5:12 p.m.

ATTACHMENTS:

1. Resolution No. 2021-85
2. Resolution No. 2021-85 Exhibit “A”

RESOLUTION NO. 2021-85

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

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

WHEREAS, the City wishes to purchase automotive fuels from SC Fuels utilizing the Cooperative Purchase Agreement RFP No. 10089315-18-K with the City of San Diego; and

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

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

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

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

WHEREAS, the Public Works Director recommends the approval of the purchase of fuels from SC Fuels, in the amount of $900,000 for Unleaded Gasoline, and $300,000 for renewable diesel (R99) and clear Diesel fuel; and

WHEREAS, sufficient funds for said purchase have been approved in the Fleet Services Fiscal Year 2022 operating budget; and

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

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

1. That the above recitations are true.

2. That the City Council accepts the recommendation of the Public Works Director.

3. That the City Council is authorized to approve, on behalf of the City, the purchase of unleaded gasoline and diesel fuel from SC Fuels, utilizing the City of San Diego Purchasing Agreement which is attached and incorporated to this Resolution as Exhibit “A”.

The City of SAN DIEGO

Request for Proposal (RFP) for Fuel

Solicitation Number:	10089315-18-K
Solicitation Issue Date:	May 18, 2018
Questions and Comments Due:	12:00 p.m., June 6, 2018
Proposal Due Date and Time (Closing Date):	2:00 p.m., June 25, 2018
Contract Terms:	Five (5) years year from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Brent Krohn, Supervising Procurement Contracting Officer, 1200 Third Avenue, Suite 200, San Diego, CA 92101 BKrohn@sandiego.gov, (619) 236-6044
Submissions:	Respondent is required to provide three (3) original, four (4) copies, and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. **Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.** **Note: Emailed submissions will not be accepted.**

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089315-18-K, Fuel

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089315-18-K, Fuel (Contractor).

RECITALS

On or about 5/18/2018, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide various fuels as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I
CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

ARTICLE II
DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of Five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for delivery of Goods rendered in accordance with the winning Price Proposal Spreadsheet. (Attachment 1)

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

ARTICLE VI
ADDITIONAL CONTRACT INFORMATION

6.1 Contract Administrator. In addition to the information provided in Section T. Contract Administration of Exhibit B, The Fleet Services Department (Department) is the administrator for the day to day requirements of this contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Alia Khouri, Director, Fleet Services
2740 Caminito Chollas, Suite
ekhouri@sandiego.gov

6.2 City Holidays. The City observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

6.3 Additional Insurance Requirements. In addition to the insurance requirements in Article VII of Exhibit C, the Contractor shall provide the following:

6.3.1. Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits **no less than two million dollars ($2,000,000) per occurrence with a four million dollar ($4,000,000) annual aggregate.**

6.3.2 Commercial Pollution Liability Insurance

Contractor shall procure and maintain at its expense or cause its subcontractor to procure and maintain, Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of the collection, cleanup, removal, storage, disposal or handling of hazardous wastes, E-wastes, Universal Wastes or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than five million dollars ($5,000,000) per occurrence for bodily injury and property damage and with a ten million dollar ($10,000,000) annual aggregate. **As an alternative, seven million dollars ($7,000,000) per occurrence for bodily injury and property damage and with a seven million dollar ($7,000,000) annual aggregate is acceptable**. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim. Contractual liability

shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Work commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a 12 month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Scope of Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or nonrenewal of the policy or policies.

6.3.3 Contractors Hazardous Transporters Pollution Liability Insurance

Including contractual liability coverage to cover liability arising out of transportation of hazardous wastes, petroleum products and wastes, or toxic, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than two million ($2,000,000) limit per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed $25,000 per claim. Any such insurance provided by a subcontractor must be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the subcontractor providing the insurance.
Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Scope of Services commences and shall be maintained for the duration of the Contract. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of the Contract, and shall include a twelve (12) month extended Claims Discovery Period applicable to the Contract or the existing policy or policies must continue to be maintained for twelve (12) months after the completion of the Scope of Services under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this contract.

Commercial General Liability Insurance.

Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respected elected officials, officers, employees, agents and representatives with the respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf. (b) Contractor's products, (c) Contractor's work, including but not limited to Contractor's completed operations performed by Contractor or on Contractor's behalf or (d) premises owned, leased, controlled or used by Contractor.

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS "**Gross Unbranded Low Rack with CAR Cost**" for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The (*Date*) Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST (*date)* up until 10:00 a.m.

to be performed, including but not limited to changes in quantities, specifications, place of deliveries and delivery schedules, or methods of shipment. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Director of Purchasing and Contracting grants a further period of time before the date of final payment under the Contract.

No services for which additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written change agreed to in writing.

6.6 Damage. The Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills or for any contaminated fuel or the issue of the fuel in all tanks at all locations; i.e. Diesel in a gasoline tank. In addition, the City reserves the right to cancel the Contract of any Contractor which, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who under any circumstances, causes a spill while delivering. Contractor shall provide vapor recovery hose when delivering fuel.

Notwithstanding the above, the Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of the City. If the Contractor's failure to use care causes damages, the Contractor shall replace and/or repair the damage at no expense to the City. Failure to replace and/or repair can result in the City deducting cost for repairs from the Contract.

6.7 Cooperation and Disentanglement. Contractor shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

6.8 Media. All media, press releases or reports in any which way concerning the City and this Contract are unauthorized without the written permission from the following individuals:

Tim Graham, Supervising Public Information Officer and

Craig Gustafson, Office of the Mayor

6.9 Payment Card Industry Data Security Standards (PCI DSS)

6.9.1 PCI Compliance. Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section.

6.9.2 Contractor Compliance with Payment Card Industry Security Standards Council Standards. Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees

that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

6.9.3 Attestation of PCI Compliance. Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

6.9.4 Contractor Remediation. Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

6.9.5 Service Provider Responsibility Matrix. Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

6.9.6 Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access. Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at:

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

6.9.6.1 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

6.9.6.2 Upon the City's request, Contractor must provide to City a copy of the Checklist.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

SC Commercial, LLC
Proposer

1800 W. Katella Ave. Ste. 400
Street Address

Orange, CA 92867
City

(714) 744-7140
Telephone No.

E-Mail

BY:
Signature of
Proposer's Authorized
Representative

Robert W. Bollar
Print Name

Corp. Sec.
Title

3/11/19
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Jeff Sturak
Deputy Chief Operating Officer

4/22/19
Date Signed

Approved as to form this 23RD day of
April, 2019.
MARA W. ELLIOTT, City Attorney

BY:
Deputy City Attorney

RR- 312290

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

Proposer must submit a completed and signed Contract Signature Page(s) with original, wet signature.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Manufacturer's Price List.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact

identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within Ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the

proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	**15**
1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects	
B. Staffing Plan.	**15**
1. Qualifications of personnel adequate for requirement 2. Availability/Geographical location of personnel for required tasks 3. Clearly defined Roles/Responsibilities of personnel 4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	**30**
1. Relevant experience of the Firm and subcontractors 2. Previous relationship of firm and subcontractors on similar projects 3. Specific experience on Multi-Protocol Label Switching (MPLS) networks 4. Other pertinent experience	

	MAXIMUM EVALUATION POINTS
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	**30**
E. Mandatory Demonstration/Presentation.	**10**
1. Equipment	
2. Software	
3. Support Model	
4. Real Time Operation	
5. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	**100**
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	**12**
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	**112**

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. REJECTION OF PROPOSALS. The City may reject any and all bids or proposals when to do so is in the best interests of the City, and may re-advertise for bids or proposals.

G. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED LETTER. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date upon the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions and Article VI, Section 6.3. Additional Insurance Requirements, of this RFP.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. SPECIFICATIONS

The City of San Diego (City) is seeking proposals for furnishing Various Fuels to the City and other named participating Agencies as listed below, as a cooperative procurement contract. The City of San Diego has agreed to advertise and solicit this request for proposals for the joint purchase of fuel to obtain the best possible price for all participants. All agencies are responsible for entering into separate agreements with the Contractor provided that the participating public agencies may purchase products and services on the same terms, conditions, and pricing as the City, subject to any applicable local purchasing ordinances and the laws of the State of purchase. These Agencies may or may not decide to purchase fuel from the winning Contractor at their discretion. Submitting a proposal to the City in response to this RFP constitutes separate, irrevocable offers to the City and each of these Agencies to deliver fuel at the prices bid in the Price Proposal Spreadsheet (Attachment 1) and under the terms and conditions of this RFP. In addition, this proposal may be utilized by other educational and governmental Agencies that have not been specifically listed, in accordance with Appendix B of this contract.

Participating Agency
City of Carlsbad
City of Chula Vista
Chula Vista Elementary School District
City of Coronado
City of Escondido
City of La Mesa
City of Santee
County of San Diego
Escondido Union High School District
La Mesa Spring Valley School District
Metropolitan Transit System
Port of San Diego
Rancho Santa Fe Fire Protection District
San Diego Community College District
San Diego County Office of Education
San Diego Metropolitan Transit System
San Diego Unified School District
Zoological Society of San Diego (San Diego Zoo and Safari Park)
San Dieguito Union High School District
South Bay Union School District
Sweetwater Authority
Sweetwater Union High School District
Valley Center-Pauma Unified School District
San Diego State University

All products shall be delivered to the City meeting the specifications as detailed below. Any product not meeting these specifications could necessitate costly repairs to equipment. The Contractor shall be held responsible for all expenses incurred in connection with

substandard products. The City reserves the right to terminate the Contract when products do not meet these specifications.
Conformity of all products to be supplied under this Contract shall meet or exceed all State of California and Federal specifications for unleaded gasoline used in Southern California. All diesel fuels to be supplied under this contract shall meet or exceed California Air Resources Board (CARB) diesel specifications.

The brand names and manufacturer specifications of all fuel(s) proposed shall be furnished with the technical portion of the proposal submittal. If the Contractor is not the refiner of the product being proposed, Contractor shall submit a certification from the refinery that the product to be supplied meets the specifications stated herein, and further, that supply of the product shall conform to these specifications.

1. **Gasoline – Unleaded Regular**

Regular unleaded gasoline shall be not less than 87 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B and shall meet the limits of ASTM D-4814 or the latest standard established by the Security of Automotive Engineers.

2. **Gasoline – Unleaded Mid-Grade**

Mid-Grade unleaded gasoline shall be not less than 89 Octane, and shall meet all of the most recent Federal Specifications VVG-1690B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

3. **Gasoline – Unleaded Premium**

Premium unleaded gasoline shall be not less than 91 Octane, and shall meet all of the most recent Federal Specifications VVG-1690-B, and shall meet the limits of ASTM D-4814 or the latest standard established by the Society of Automotive Engineers.

4. **CARB No.2 Ultra Low Sulfur Diesel**

Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Sulfur	D975	15 ppm max	15 ppm max
Lubricity	(Scuffing Load Ball)	3100 SLBOCLE min.	3100 SLBOCLE min.
Aromatic HC (vol %)	D5186-96	10% max	20% max
Polycyclic Aromatic HC (wt%)	D5186-96	1.4% max	4% max
Nitrogen Content (ppm)	D4629-96	10 ppm max	90 ppm max
Natural Cetane Number	D613-84	48 min	47 min
Gravity, API	D287-82	33-39	33-39

Viscosity at 40° cST	D445-83	2.0-4.1	2.0-4.1
Flash Point deg. F (min)	D93-80	130	130
Distillation, deg. F	D86-96		
IBP		340-420	340-420
10% Rec		400-490	400-490
50% Rec		470-560	470-560
90% Rec		550-610	550-610
EP		580-660	580-660
Ash Wt % max	D482	.01	.01
Property	ASTM Test Method or (Other)	General Reference Fuel Specifications	Small Refiner Reference Fuel Specifications
Cu Strip Corrosion 3-hrs at 122° F max	D130	3	0.3
Stability, mg/100ml, max	D2274	1.0	1.0

5. No. 2 Diesel Fuel

Shall meet ASTM Standard D-975 for 2-E diesel fuel oil and not more than 0.5 weight percent of sulfur; Water and sediment volume not in excess of 0.05%. Cetane number of 40 or a maximum aromatic content of 35% (see Appendix A).

6. Biodiesel

Biodiesel shall meet the ASTM specification D6751. Biodiesel of B5, B10 and B20 shall be available.

7. Renewable Diesel

Renewable diesel shall meet all of the most recent Federal specifications R99, or the latest standard established by the Society of Automotive Engineers. Please provide a SDS for renewable diesel which is being proposed.

Property	Units	Min.	Max
Cetane number		70	-
Density at 15° C	Kg/m^3	770.0	790.0
Polycyclic aromatic hydrocarbons content	% (m/m)	-	0.1
Sulfur content	mg/kg	-	5.0
Flash point	°C	61	-

Carbon residue (on 10% distillation residue)	% (m/m)	-	0.10
Ash content	% (m/m)	-	0.001
Water content	mg/kg	-	200
Total contamination	mg/kg	-	10
Copper strip corrosion (3h at 50°C)	rating	Class 1	
Oxidation stability	g/m3	-	25
Lubricity	µm	-	see footnote b
Viscosity at 40°C	mm2/s	2.00	4.00
Distillation 95% (V/V) recovered at	°C	-	320
Cloud point and CFPP	°C	Max. -5/ -15/ -22/ -34 Cloud point as agreed, report only for CFPP	
Properties additional to EN 590			
Appearance	Clear and bright		
Color		70	
Total aromatics content	% (m/m)	-	1.0
Distillation FBP	°C		330
Acid value	mgKOH/g		0.01

B. FUEL MEASUREMENT. It is the responsibility of the Contractor to have the delivering driver measure each tank with a fuel gauge stick. These readings shall be taken prior to unloading fuel and after unloading fuel and shall be recorded on delivery receipts. Delivery Receipts are to be electronically sent to a designated, to be determined, email address while Contractor is still on site. Although gauges may be available at each delivery site, each delivery truck must be equipped with a fuel tank gauge stick.

C. PRICE SCHEDULE PROPOSAL– GENERAL INSTRUCTIONS

1. Contractors shall submit their Price Schedule proposal in accordance with the following instructions. Following the Price Schedule proposal instructions will help ensure consistency in the price evaluation process. The Price Schedule proposal (Attachment 1) shall be completed in full and shall be incorporated herein. Any deviations from the Price

Schedule proposal instructions may result in the rejection of the proposal as being non-responsive.

2. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel, taxes (except as provided in Section D.3 below) and any other expenses incurred in the course of performing under the terms of this Contract. No other charges will be considered.

Evaluation of Pricing. Price Schedules proposals will be evaluated by calculating the total estimated contract price and converting it to points to be incorporated into a total score for the Proposal as set forth in Exhibit A, Section B. Pricing of this RFP. The total estimated contract price is calculated by modifying the Benchmark Index (described below) by the Market Differential (described below) entered by the Contractor (+ or -) for each delivery location, and multiplying the resulting price per gallon by the estimated quantity of fuel to determine the estimated cost for each delivery location. The sum of the estimated costs for all locations will determine the total estimated contract price. Contractors must enter only one Market Differential for each location based on the vehicle the Contractor will use to deliver the fuel. Multiple entries on one row will prevent the City from calculating the total estimated contract price for the Price Schedule and may result in rejection of the Proposal as non-responsive. The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Exhibit A, Section B. Pricing of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest.

D. PRICE SCHEDULE PROPOSAL – SPECIFIC INSTRUCTIONS

The basis for pricing for motor fuels will be to utilize a formula, consisting of a Benchmark Index and a Market Differential (refer to Section D, paragraph 4 below, for pricing instructions for Renewable Diesel (R99) fuel). Descriptions of the components of this price formula are provided below.

1. Benchmark Index

The City intends to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions as specified in this RFP, the benchmark index will be established by market rather than using one index for all Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS "**Gross Unbranded Low Rack with CAR Cost**" for San Diego will be utilized to establish the benchmark for each Rack market, and the 10:00 a.m. EST **gross Unbranded Low Rack with CAR Cost prices** for each fuel product will be the benchmark index. **In the event that Gross Unbranded Low Rack with CAR cost prices are unavailable for a specific fuel, Contractors shall use the Gross Branded Low Rack with Car Cost prices for that specific fuel.** The Unbranded Low Rack is a snapshot of the lowest supplier posting in the OPIS rack market at approximately 10:00 a.m. Eastern Standard Time, Monday. The snapshot includes all price moves from 6:00 p.m. EST the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The (*Date*) Unbranded Low Rack encompasses all price moves that were made at 6:00 p.m. EST (*date)* up until 10:00 a.m.

benchmark index in response to this RFP. For the sole purpose of enabling the City to evaluate all proposals consistently, the OPIS 10:00 a.m. EST Unbranded Low Rack in San Diego for **Monday, August 13, 2018** will be used to evaluate the total proposed prices per gallon, including the Market Differential described below. Contractors are required to acknowledge the intended benchmark index and pose any questions regarding the use of the index specified in their response to this RFP.

NOTE: OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of Federal copyright law. It is highly encouraged that both suppliers and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

2. Market Differential

The Market Differential is to be proposed by Contractors for each OPIS Rack market (refer to Section C, paragraph 4 below, for price schedule instructions for Renewable Diesel fuel). The Market Differential is to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The Market Differential is to include all cost and profit components determined by the Contractor, but should exclude any applicable taxes (see Taxes below). A Price Schedule Proposal Spreadsheet (Attachment 1) in Microsoft Excel electronic format is an included, integral component of this RFP. Suppliers are required to use this Price Schedule Proposal Spreadsheet (Attachment 1) to submit their proposed Market Differential for each fuel product by Rack market. This Spreadsheet must be submitted to the City in its Microsoft Excel electronic form, with no changes to the formatting or City-designed nature of the Spreadsheet. Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the terms and conditions set forth herein. Contractors are required to bid every fuel product in the Price Schedule Proposal Spreadsheet (Attachment 1) for every location indicated. Failure to do so may result in the Contractor's bid being rejected as non-responsive.

3. Taxes

3.1 The collection of federal, state and local taxes on all fuels purchased under this Contract may vary for each Agency that will utilize any contract resulting from this RFP, and the determination of the tax-exempt status of any Agency shall be determined by such Agency. It is the Contractor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the Agency of its tax-exempt status regarding any and all taxes on motor fuels. Agencies will provide tax-exempt certifications upon request. Any applicable taxes are to be added as a separate line to each invoice submitted under the terms of this RFP, and each applicable tax (e.g., federal, state, etc.) is to be separately identified on the invoice regarding the taxing authority imposing such tax to enable Agencies to assess the accuracy of taxes imposed.

3.2 The price for all fuels under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislation, judicial decision or administrative action says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract awarded hereunder which

the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for **renewable diesel** fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for **renewable diesel** with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of **Monday, August 13, 2018**. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on **Monday, August 13, 2018**.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

E. DELIVERY.

The Contractor shall provide method(s) of delivery for each Agency based on the estimated usage of each Agency as indicated in Appendix B. In doing so, Contractor shall preface their delivery proposal with a summary explaining the method or methods of delivery that are intended for this contract, and that they believe will lead to the most efficient cost-effective and beneficial delivery solutions for all Agencies including but not limited to the following information:

1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

the Contractor is required to pay or bear the burden of as the result of legislation, judicial decision, or administrative action taking effect after the date of contract award.

3.3 The price for all fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of federal, state and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislation, judicial decision or administrative action taking effect after the date of contract award.

3.4 The City of San Diego and any other Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of San Diego and any other Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful Contractor for the duration of the Contract.

4. Price Schedule Proposal Instructions – Renewable Diesel Fuel

Proposers shall provide their own method of price per gallon for renewable diesel (R99) fuel based on the estimated usage for biodiesel fuel as indicated in Appendix B, Agency Details. Proposers shall preface their Price Schedule Proposal Schedule (Attachment 1) for renewable diesel with a summary explaining the pricing method that is proposed for this contract that will lead to the most beneficial and cost-effective fuel which shall be consistent with all other Price Schedule Proposal instructions, as specified in this RFP, as applicable. If the price per gallon is tied to an index, for purposes of evaluating proposals the price will be calculated based on the index on the date of Monday, June 18, 2018. If another method is used, the Proposer must indicate what price the method would yield if the renewable diesel fuel were delivered on Monday, June 18, 2018.

5. Spill Fees or Leaking Underground Storage Tank (LUST) Fees

Spill or LUST fees shall be excluded from the Price Schedule Proposal (Attachment 1). However, the successful Proposer must clearly identify any Spill or LUST charges as separate line items on the billing invoice. These charges shall be direct pass-through costs to the City and participating agencies. No markup or profit shall be added to these charges to the City or any participating agency.

E. DELIVERY.

The Contractor shall provide method(s) of delivery for each Agency based on the estimated usage of each Agency as indicated in Appendix B. In doing so, Contractor shall preface their delivery proposal with a summary explaining the method or methods of delivery that are intended for this contract, and that they believe will lead to the most efficient cost-effective and beneficial delivery solutions for all Agencies including but not limited to the following information:

1. Explain details regarding the proposed method or methods of delivery that will be offered to meet the requirements, including but not limited to truck and trailer deliveries, tank/wagon deliveries and wet hose service.

At a minimum, the Contractor must monitor the tanks specified on a daily basis to ensure that a timely delivery is made to insure that the sites being monitored never run out of fuel. Contractor shall also monitor the tanks for usage to make sure the Contractor does not overfill tanks where usage is limited.

Contractor shall also furnish "on demand service" whereby orders for fuel will be requested twenty-four (24) hour notice prior to delivery.

2. State delivery time required after receipt of order for all Agencies. Agencies listed in Appendix B will provide specific delivery schedules and any other applicable information not already provided herein, at the time of making their own contractual arrangements.

3. Split Loads. For purposes of this Contract, "split load" shall be defined as any delivery that contains any combination of fuel types being delivered to multiple tanks at a single location during a single delivery. Split loads or partial shipments to the City or participating Agency where there are multiple tanks within a single delivery site are not acceptable unless prior written approval from the City or participating Agency is received.

The Proposer shall specify how they propose to handle split loads as defined above for the City or any participating Agency having multiple tanks within a single delivery site within their response to this item in their proposal.

4. Delivery Types. For purposes of this Contract, the following delivery types are hereby defined:

4.1 Transport Load is a tanker with a capacity of approximately 8,500 gallons to approximately 9,200 gallons of unleaded gasoline or approximately 7,500 gallons of diesel.

4.2 Short Transport is a bobtail with a capacity of approximately 500 gallons to approximately 4,000 gallons of either unleaded or diesel.

4.3 Tank Wagon is a larger bobtail with a capacity of approximately 4,000 gallons to approximately 5,000 gallons of unleaded or diesel.

5. Delivery Notification

Contractor shall provide an electronic e-mail to specific City personnel (e-mails to be provided separately) which includes the actual price, quantity, and location of all fuel delivered to the site, within twenty-four (24) hours upon fuel drop. The preferred format is an Excel spreadsheet.

Contractor shall also provide an electronic e-mail to the aforementioned specific City personnel on a daily basis which includes the daily fuel price. The daily price e-mail shall be sent daily regardless of whether any deliveries occur that day, and separate of the delivery e-mail.

The above information is required in order to keep the City's Fleet management information system current for computation of daily fleet operating costs, and for reconciliation of delivered amounts. Multiple site deliveries may be contained in each e-mail. The City will keep e-mail contacts updated as changes are made throughout the contract.

6. Delays

Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material and the circumstances are within the control of the contractor, the City may terminate this Contract as provided in Exhibit C, Article IV Suspension and Termination.

If delays in performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; acts of terror; changes in law or government regulation; labor disputes; strikes; earthquakes; fires; floods; adverse weather; inability to obtain materials; equipment or labor; or other specific reasons agreed to between the City and the Contractor, provided, however, that: (a) this provision shall not apply to a delay caused acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment or labor.

Except when caused by the unforeseen events described above, this contract may be terminated if Contractor fails on more than one (1) occasion, at any time during the contract period, to deliver this material within the time stated within the proposal, and it late or non-delivery causes any city facility to run short of fuel or to run the risk of being entirely out of fuel. The City will be the sole judge or whether or not to place an emergency order for this product.

7. Delivery/Freight Charges

All fuel delivery charges are to be included in the Market Differential discussed in this RFP (i.e., the Market Differential must not include cost estimates for delivery). Because of the number and location of storage tanks at each Agency, and the number and location of each agency eligible to utilize this contract delivery charges are anticipated to vary between Agencies, resulting in different Market Differentials for each Agency. When determining delivery charges specific to each Participating Agency, Contractor must identify in its proposal any additional charges for split deliveries at different locations or for loads smaller than tank loads. The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

At a minimum, unless otherwise specified in Appendix B or when other delivery times are specified when an order placed, standard delivery times for the City and participating Agencies will be between 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor shall notify the City at least 7 days in advance if deliveries cannot be made due to tank farm closure and provide alternative fuel delivery solutions if applicable.

Title to the material and supplies purchased shall pass directly from Contractor to City at F.O.B. Destination point specified for each delivery, subject to the right of City to reject upon inspection. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods or services.

Time is of the essence and the Contract is subject to termination for failure to deliver on time.

The City of San Diego and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Contract, with delivery charges to new sites being a direct cost pass-through to the Agency.

F. EMERGENCY DELIVERY. There may be occasions when emergency fuel deliveries are required by the City to meet public safety needs. Emergency delivery services may include the following: wet hose delivery, after-hour fueling for generators (by site), and coordination with key City staff for County-wide needs.

Successful Contractor will propose a detailed emergency response plan that will be incorporated into this Contract. The emergency response plan should appear as its own tabbed section of the Contractor's proposal document.

G. SAFETY DATA SHEETS (SDS). Contractor shall send with each shipment one (1) copy of the MSDS for each product shipped and shall furnish updates as may be required. Failure to comply with the procedure will be cause for immediate termination of the contract for violation of safety procedures.

H. TEMPERATURE CORRECTIONS. Corrections shall be made on all bulk deliveries of petroleum products in accordance with Table 6B, Generalized Products Volume Correction to 60 degrees F, Copyright 1980 by American Petroleum Institute or most recent revision. Temperature Correction will not be required for deliveries below 5,000 gallons.

I. TEST REPORTS. A test report shall be submitted on request for each product proposed. Testing shall be in accordance with A.S.T.M. Standards. All products supplied by Contractor may be subject to periodic test by independent laboratories at City's option to determine whether or not products being supplied meet specifications. In the event products supplied fail to meet the specifications, Contractor may be required to remove and replace them at their own expense, or make other adjustments as deemed appropriate.

J. DELIVERY TICKETS. The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

K. REPORTS. Monthly and/or quarterly statements with specific date ranges as needed shall be furnished as requested by the City referencing fueling data by location (quantities delivered and price). Report formats shall be available electronically and emailed to the Contract Administrator. The preferred format is an Excel spreadsheet.

L. WARRANTY. Contractor warrants to the City that all products supplied shall conform to the requirements hereof and shall be free from defects. In addition to other remedies which may be available, the City may, as its option, require return of any non- conforming or defective product to Contractor and/or require correction or replacement of said product at the location of the product when the defect is discovered, all at the Contractor's sole risk and expense. If the City does not require correction for replacement of non-conforming or defective product, the Contractor shall credit such portion of the payment specified herein or such additional amount as is equitable under the circumstances. City's rights hereunder are in addition to, but not limited by, Contractor's standard warranties.

Inspection and acceptance of items by the City, or payment therefore, shall not relieve the Contractor of its obligation hereunder.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

M. CUSTOMER SERVICE AND CONTACTS. Contractor shall provide a customer service operation for City customers for handling each type of fuel order anticipated under this Contract, as well as for any other questions including delivery problems, billing or any other issue that may arise during the Contract. The Customer service operation shall include access to a local area coded number (619, 858 and 760), or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer service issues and available to the City during regular working hours, Monday through Friday, 8:00 a.m. PT to 5:00 p.m. PT.

N. QUALIFICATIONS AND EXPERIENCE. The following information regarding qualifications, experience, and other related information is required to evaluate the Contractor's potential for successfully completing the requirements of this Contract:

1. Provide a company/corporation organization chart including an organization plan for management of the City's program. Contractor/team should designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or suppliers;
2. Description of Contractor's core competency;
3. State number of years Supplier has been in business;
4. Resumes and descriptions of experience of principals/associates who will be assisting in the management of this Contract; and
5. Indicate number of team members by technical disciplines, professional registration, education and experience, which are anticipated to be working on this Contract. Contractor/team must demonstrate a high level of expertise in fuels and fuel delivery. Identify the project team composition, project leadership, reporting responsibilities, and address how sub-contractors will fit into the management structure. Individuals assigned as project managers and account representatives shall not be changed without the prior approval of the City.

O. DESCRIPTION OF ANY CONTRACTOR/TEAM STRENGTHS.

1. Location of office(s);
2. Competitive advantages over competition;
3. Unique service offerings;
4. Computer programs and management systems utilized;
5. Internal and external audit controls;

6. Reporting capabilities;

7. Provide the number, size and location of your company's distribution facility(s), warehouse(s), and retail network, as applicable; and

8. Describe how your company proposes to distribute the products/service based upon the requirements of this Contract. Identify any other companies that will be involved in processing, handling or shipping the products/service to the end user.

P. NEW TECHNOLOGIES. Contractor will provide the City the option to benefit from new technologies and acquire those which could significantly improve the City's carbon off-set or goals part of its Climate Action Plan (CAP). Introductions to new technologies shall occur at the regularly scheduled business reviews as determined by the City.

Q. INSPECTION AND ACCEPTANCE. The City's Contract Administrators, or designees, will be responsible for inspecting and accepting all product, work, documents, and information received from the Contractor for the scope of services specified herein.

Inspection and acceptance will occur at the shipment destination unless specified otherwise, and will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City. The City reserves the right to waive a variation in specification if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Risk of loss or damage to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

R. CONTRACT ADMINISTRATION. The City's Fleet Services Department will provide daily oversight of this contract to ensure compliance. The Director of Purchasing and Contracting shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Director of Purchasing and Contracting. All changes will be submitted in writing signed by the Director of Purchasing and Contracting.

1. Purchase Order and Sub-Order

The City of San Diego will issue multiple Purchase Orders to the Contractor for the estimated requirements of various City Departments. This will authorize the acceptance of sub-orders from the various divisions within these City Departments for their specific requirements. Contractor shall complete delivery of material ordered to destinations set forth in the sub-order. Each sub-order shipment shall be accompanied by a copy of a delivery ticket itemizing all materials delivered. Partial shipments are not acceptable when ordered by sub-order.

2. Invoicing and Payment

Contractor shall work directly with the City's Contract Administrators to ensure invoices for services rendered are furnished with the required detail and provided in a timely manner. The City may, at its discretion, terminate this contract when invoicing is delinquent. Payment of invoices shall be tied to the acceptance by the City in accordance with the requirements and specifications of this Contract.

2.1 Invoices must be submitted once per month in duplicate (one copy to be marked "original") to the billing contact listed on a valid City Purchase Order, and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information:

a. The Contract number, department (division) and purchase order number;

b. A complete itemization of all costs including quantities ordered, sub-order (if any), and delivery date, and any other data relative to the shipment. Applicable sales tax and any other applicable governmental fuel fees shall be shown as separate line items;

c. Invoices must clearly indicate the OPIS (Oil Price Information Service) Benchmark Index per the terms of this Contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this Contract. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with the number of gallons sold separately stated by fuel product. Invoices shall also include line item adjustments for Temperature on all loads over 5,000 gallons. The extended total sales for each fuel product sold must be identified. Taxes, if any, must be stated on a separate line item on the invoice to derive the total cost to the Participating Agency.

   Invoices must show the same number of gallons as the number of gallons on the delivery ticket. When a split load occurs, the amount dropped in each tank must be shown in both inches and gallons. The cumulative amount must equal the amount billed on the invoice.

   If confirmation of pricing by the City or any Participating Agency finds any discrepancy with the terms of this Contract, Contractor shall make corrections before payment of invoice or refund of any overpayment for incorrect invoices already paid without any penalty assessed upon the Participating Agency. Any discounts offered under the terms of the Contract shall also be specified;

d. Evidence of the accepted supplies or services by the City of San Diego, which shall include copies of delivery tickets with tank number, and the delivery location shall accompany each invoice. A copy of the delivery ticket must be signed by the individual accepting delivery.

e. Unique traceable invoice number(s);

f. Total Charges billed at this time and date.

2.2 Upon review and approval from the City Department invoices shall be approved for payment and payment shall be carried out by the Office of the City Comptroller.

2.3 Subject to the withholding provisions of the Contract, if any, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

2.4 Contractor shall provide a fully executed W-9 Form to the Director of Purchasing and Contracting. It is the Contractor's responsibility to notify the Director of Purchasing and Contracting of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City. To ensure that this Form is a current Revision at time of submittal, the Contractor shall download this Form and submit as specified herein. The website to obtain this form is: http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf.

2.5 The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule Proposal (Attachment 1), allowing for City approved adjustments, if any.

2.6 If applicable, any labor charges for extraordinary services shall be included on the invoice along with a description of the extraordinary work performed and the location/and or section where the work was performed. Contractor must attach written authorization from the Contract Administrator approving all extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be stated on the current Price Schedule Proposal (Attachment 1).

2.7 If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City, as well as item description, quantity, and extension.

S. PARKING. If at any time Contractor or its representatives shall be on the premises of the City, then Contractor is responsible for all parking fees, tickets, and permits. Contractor or its representatives shall also obey all parking regulations.

PRICE SCHEDULE PROPOSAL

Estimated Need. The estimated annual quantities provided by the City and the participating agencies in the Price Schedule Proposal (Attachment 1) are not guaranteed. The quantities may vary depending on the demands of the City and the agencies. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. The City will total the amount in the Price Schedule Proposal Spreadsheet (Attachment 1) (as described in Exhibit C, Section B. Price Schedule Proposal) to be used in the "Price" evaluation criteria calculation.

Exhibit C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III
COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) day of the subsequent month.

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

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV
SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6. 2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6. 3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6. 4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6. 5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII
BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Appendix A

Detailed Requirements for Diesel Fuel Oils[2]

Property	ASTM Test Method	Grade Low Sulfur No. 1-D	Grade Low Sulfur No. 2-D	Grade No. 1-.D[C]	Grade No. 2-D[C]	Grade No. 4-D[C]
Flash Point, °C, min.	D93	38	52(125)	38	52	55
Water and Sediment, % vol, max	D1796	0.05	0.05	0.05	0.05	0.5
Distillation Temperature, °C 90%	D86		282°			
% vol Recovered			338			
min		...		...	282°	...
max		268 (550)		288 (550)	338	...
Kinematic Viscsity, mm²/S at 40c	D445					
min		1.3	1.9	1.3	1.9	5.5
max	...	2.4	4.1	2.4	4.1	24.0
Ash % mass, max	D482	0.01	0.01	0.01	0.01	0.10
Sulfur, % mass. Max[E]	D2622[F] D129	0.05 ...	0.05 ...	.... 0.50	.... 0.50	... 2.00
Copper strip corrosion rating max 3 h at 50°C	D130	No. 3	No. 3	No. 3	No. 3	...
Catane number, min[G]	D613	40[H]	40[H]	40[H]	40[H]	30[H]
One (1) of the following properties must be met:						
(1) Catane index, min.	D978°	40	40	...	...	...
(2) Aromaticity, % vol, max	D1319[F]	35	35	...	...	...
Cloud point, °C, max	D2500	1	1	1	1	1
Ramsbottom carbon residue on 10%	D524	0.15	0.35	0.15	0.35	...
distllation residue, % mass, max						

Appendix A

Detailed Requirements for Diesel Fuel Oils[2] (Continued)

Property	ASTM Test Method	Specifications
Sulfur, Wt %	D2622	500 ppm Max.
Aromatics, Vol %	D1319	10% Max.
Polycyclic Aromatics, Wt %	D2425	1.4 % Max.
Nitrogen, Wt %	D4629	10 ppm Max.
Natural Cetane Number	D613	48 Min.
Gravity API	D287	33-39
Viscosity at 40°C, cSt	D445	2.0 - 4.1
Flash Point, °C	D93	54 Min.
Distillation, °C	D86	(340-420 °F)
Initial Boiling Point	171-216	(400- 490 °F)
10% Recovered	204-254	(470 - 560 °F)
50% Recovered	243-293	(550 - 610 °F)
90% Recovered	288-321	(580 - 660 °F)
End Point	304-349	

*SFC (D5186) now approved by CARB as an alternative.

The City uses Series 60 engines. Therefore, Diesel #2 must meet the standards set out in Table 2 on the next page plus Cloud Point # 10°F (6°C) Below the lowest expected fuel temperature per ASTM Test D2500.

Appendix A

Fuel Oil Selection Chart

General Fuel Classification	ASTM Test	No. 1 ASTM 1-D	No. 2 ASTM 2-D
Gravity, ° AP1#	D287	40 - 44	33 - 37
Flash Point Min. °F (°C)	D93	100 (38)	125 (52)
Viscosity, Kinematic, cSt @ 100 °F (40 °C)	D445	1.3 - 2.4	1.9 - 4.1
Cloud Point °F #	D2500	See Note 1	See Note 1
Sulfur Content wt %. Max	D129	0.5	0.5
Carbon Residue on 10%, wt%. Max.	D524	0.15	0.35
Accerlated Stability, Total Insolubles, mg/100 ml. Max.#	D2274	1.5	1.5
Ash, wt%, Max.	D482	0.01	0.01
Cetane Number, Min. +	D613	45	45
Distillation Temperature, °F (°C) IBP, Typical # 10% Typical # 50% Typical # 90% + End Point #	D86	 350 (177) 385 (196) 425 (218) 500 (260) Max. 550 (288) Max.	 375 (191) 430 (221) 510 (256) 625 (329) Max. 675 (357) Max.
Water & Sediment %, Max.	D1796	0.05	0.05

= Not Specified in ASTM D975
= + Differs from ASTM D975

Note 1: The cloud point should be 10° F (6°C) below the lowest expected fuel temperature to prevent clogging at fuel filters by crystals.

Note 2: When prolonged idling periods or cold weather conditions below 32°F (0°) are encountered, the use of 1-D fuel is recommended. Number 1-D fuels should also be considered when operationg continuously at altitudes above 5,000 ft.

AGENCY DETAILS

1. Name of Department

   City of San Diego Fire-Rescue

2. Name and address of facility

   City of San Diego Fire-Rescue Headquarters
   Attn: Fiscal Services MS604
   1010 Second Ave Suite 400
   San Diego, CA 92101-4912

3. Contact Information

   Amanda Santillan 858-573-1363
   Carmen Camou 619-533-4358

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)
      Truck/Trailer

   b. Delivery specifications
      Weekdays

   c. Tank(s)

      1) Number of tanks
         Fire Rescue has 49 fuel pumps

      2) Size of tank (in gallons)
         Station Generators are 125 gal. capacity

         Fuel Pumps are 1000 gal capacity.

      3) Fire station tank and generator locations are as follows:

Location	Generator	Fuel Pump
Station 1 1222 First Ave., San Diego, CA 92101	Yes	Yes
Station 2 875 West Cedar Street, San Diego, CA 92101	Yes	No
Station 3 725 W. Kalmia St., San Diego, CA 92103	Yes	Yes
Station 4 404 Eighth Ave., San Diego, CA 92101	Yes	Yes
Station 5 3902 Ninth Ave., San Diego, CA 92103	Yes	Yes
Station 6 693 Twining Ave., San Diego, CA 92154	Yes	Yes
Station 7 944 Cesar E Chavez Pkwy., San Diego, CA 92113	Yes	Yes
Station 8 3974 Goldfinch St., San Diego, CA 92103	Yes	Yes
Station 9 7870 Ardath Lane, San Diego, CA 92037	Yes	Yes

Location	Generator	Fuel Pump
Station 10 4605 62nd St., San Diego, CA 92115	Yes	Yes
Station 11 945 25th St., San Diego, CA 92102	Yes	Yes
Station 12 4964 Imperial Ave., San Diego, CA 92102	Yes	Yes
Station 13 809 Nautilus Ave., San Diego, CA 92037	Yes	Yes
Station 14 4011 32nd St., San Diego, CA 92104	Yes	Yes
Station 15 4711 Voltaire St., San Diego, CA 92107	Yes	Yes
Station 16 2110 Via Casa Alta, San Diego, CA 92037	Yes	Yes
Station 17 4206 Chamoune Ave., San Diego, CA 92115	Yes	Yes
Station 18 4676 Felton St., San Diego, CA 92116	Yes	Yes
Station 19 3434 Oceanview Blvd., San Diego, CA 92113	Yes	Yes
Station 20 3305 Kemper Blvd., San Diego, CA 92110	Yes	Yes
Station 21 750 Grand Ave., San Diego, CA 92109	Yes	Yes
Station 22 1055 Catalina Blvd., San Diego, CA 92106	Yes	Yes
Station 23 2190 Comstock St., San Diego, CA 92111	Yes	Yes
Station 24 13077 Hartfield, San Diego, CA 92130	Yes	Yes
Station 25 1972 Chicago St., San Diego, CA 92110	Yes	Yes
Station 26 2850 54th St., San Diego, CA 92105	Yes	Yes
Station 27 5064 Clairemont Dr., San Diego, CA 92117	Yes	Yes
Station 28 3880 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Station 29 198 W. San Ysidro Blvd., San Diego, CA 92173	Yes	Yes
Station 30 2265 Coronado Ave., San Diego, CA 92154	Yes	Yes
Station 31 6002 Camino Rico, San Diego, CA 92120	Yes	Yes
Station 32 484 Briarwood Rd., San Diego, CA 92114	Yes	Yes
Station 33 16966 Bernardo Center Dr., San Diego, CA 92128	Yes	Yes
Station 34	Yes	Yes

Location	Generator	Fuel Pump
6565 Cowles Mtn Blvd., San Diego, CA 92119		
Station 35 4285 Eastgate Mall, San Diego, CA 92122	Yes	Yes
Station 36 5855 Chateau Dr., San Diego, CA 92117	Yes	Yes
Station 37 11640 Spring Canyon Rd., San Diego, CA 92131	Yes	Yes
Station 38 8441 New Salem St., San Diego, CA 92126	Yes	Yes
Station 39 4949 La Cuenta Dr., San Diego, CA 92124	Yes	Yes
Station 40 13393 Salmon River Rd., San Diego, CA 92129	Yes	Yes
Station 41 4914 Carroll Canyon Rd., San Diego, CA 92121	Yes	Yes
Station 42 12110 World Trade Dr., San Diego, CA 92128	Yes	Yes
Station 43 1590 La Media Rd., San Diego, CA 92154	Yes	Yes
Station 44 10011 Black Mtn Rd., San Diego, CA 92126	Yes	Yes
Station 46 14556 Lazanja Dr., San Diego, CA 92127	Yes	Yes
Station 47 6041 Edgewood Bend Ct., San Diego, CA 92130	Yes	Yes
FCC 3750 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes
Repair Facility 3870 Kearny Villa Rd., San Diego, CA 92123	Yes	Yes

5. Fuel
   a. Fuel type: Diesel
   b. Estimated annual quantity: SDFD = 510,299 gallons
   c. Fuel specifications: Ultra Low Sulfur Diesel fuel which meets with the State of California requirements.

6. **<u>Additional Information</u>**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fire-Rescue, Lifeguard Division

2. Name and address of facility

   Lifeguard Head Quarters, 2581 Quivira Ct., San Diego CA 92109

3. Contact information

   (619) 221-8899

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Weekdays-as requested

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         One above ground

      2) Size of tank (in gallons)

         4,000 gallons

5. Fuel

   a. Fuel type

      Unleaded Regular

   b. Estimated annual quantity

      16,438 gallons

   c. Fuel specifications: Unleaded Regular

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Pump Station 2
   4077 N. Harbor Dr.
   San Diego, CA. 92101

3. Contact information

   Steven Hiczewski 619-221-8748

   Richard Snow, Richard 619-221-8321

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Low sulfur diesel fuel No.2

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         3

      2) Size of tanks (in gallons)

         2 x 1000 gallon and 1 x 400 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur diesel #2

   b. Estimated annual quantity

      100 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: None

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Gas Utilization Facility, Point Loma Wastewater Treatment Plant

3. Contact information

   Steven Hiczewski 619-221-8748

   Richard Snow, Richard 619-221-8321

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)
      Truck
   b. Delivery specifications
      Low sulfur diesel fuel No.2
   c. Number of tanks
      One
   d. Tank(s)

      1) Number of tanks
         One double walled tank
      2) Size of tank (in gallons)
         4,000 gallons

5. Fuel

   a. Fuel type
      Ultra low sulfur Diesel #2
   b. Estimated annual quantity
      200 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Grove Avenue Pump Station
   2484 Grove Ave.
   San Diego Ca. 92154

3. Contact information

   Steve Hiczewski, (619) 221-8748

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Low sulfur diesel fuel No.2

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         One double walled tank

      2) Size of tank (in gallons)

         2000 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur diesel #2

   b. Estimated annual quantity

      120 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Point Loma Wastewater Treatment Plant
   1902 Gatchell Rd.
   San Diego, CA 92106

3. Contact information

   Ted Taylor, Ken Goebel

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

   c. Tank(s)

      1) Number of tanks: three unleaded and two diesel.

      2) Size of tank (in gallons)

         55 gallons each.

5. Fuel

   a. Fuel type:

      Regular Unleaded and ULS Diesel #2

   b. Estimated annual quantity

      120 gallons Regular Unleaded

      120 gallons ULS Diesel

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Metropolitan Operations Center
   9192 Topaz Way.
   San Diego Ca. 92123

3. Contact information

   Albert Molina, (858)614-4569

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Low sulfur diesel fuel No.2

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         One double walled tank

      2) Size of tank (in gallons)

         5200 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur diesel #2

   b. Estimated annual quantity

      120 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Unknown

   Does current fuel provider manage inventory on tanks? Unknown

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   Otay River Pump Station
   1800Boundery Ave.
   San Diego CA 92154

3. Contact information

   Steve Hiczewski, (619) 221-8748

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Low sulfur diesel fuel No.2

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         One double walled tank

      2) Size of tank (in gallons)

         1125 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur Diesel #2

   b. Estimated annual quantity

      120 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities Dept./WWT&D

2. Name and address of facility

   South Bay Water Reclamation Plant
   2411 Dairy Mart Rd.
   San Diego Ca. 92154

3. Contact information

   Shawn Lee, (619) 692-4977

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck

   b. Delivery specifications

      Low sulfur diesel fuel No.2

   c. Number of tanks

      One

   d. Tank(s)

      1) Number of tanks

         One double walled tank

      2) Size of tank (in gallons)

         5000 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur Diesel #2

   b. Estimated annual quantity

      120 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Emerson System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Chollas Operations Yard
   2740 Caminito Chollas
   San Diego, CA 92105

3. Contact information

   Days-Juan Romero 619-527-7617
   Nights—Brian Hobbs 619-527-7617

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/wagon

   b. Delivery specifications

   c. Number of tanks

      Five (5)

   d. Tank(s)

      1) Number of tanks

         2 Regular Unleaded
         3 Renewable Diesel

      2) Size of tank (in gallons)

         Unleaded—20,000 gallons each (1 is high speed tank)
         Diesel—two @ 20,000 gallons each (1 is high speed tank), 1 @ 10,000 gallons

5. Fuel

   a. Fuel type

      Regular Unleaded and Renewable Diesel.

   b. Estimated annual quantity

      Approx. 349,000 gallons regular unleaded and 578,000 gallons Renewable Diesel

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Central Operations Yard
   1210 Caminito Centro
   San Diego, CA 92102

3. Contact information

   Fredy Cletus 619-527-6000

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      Un-manned Site

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1) Number of tanks

         1 Unleaded, 1 Renewable Diesel

      2) Size of tank (in gallons)

         20,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded and Renewable Diesel.

   b. Estimated annual quantity

      Approx. 287,000 gallons regular unleaded and 116,000 gallons Renewable Diesel

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Rose Canyon Operations Yard
   3775 Morena Blvd
   San Diego, CA 92117

3. Contact Information

   Days –Greg Edwards 858-581-7817
   Nights – Joe Gasca 858-581-7817

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Number of tanks

      Two (2)

   c. Tank(s)

      1) Number of tanks

         1 Unleaded, 1 Renewable Diesel

      2) Size of tank (in gallons)

         20,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded and Renewable Diesel

   b. Estimated annual quantity

      Approx. 185,000 gallons unleaded and 161,000 gallons Renewable Diesel

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Miramar Landfill (Mini Ops)
   5180 Convoy Street
   San Diego, CA 92111

3. Contact information

   Michael Dunn 858-492-6155

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      6:30am-4:00pm

   c. Number of tanks

      Two

   d. Tank(s)

      1) Number of tanks

         1 Renewable diesel and 1 Renewable red dye diesel

      2) Size of tank (in gallons)

         10,000 gallons each

5. Fuel

   a. Fuel type

      Renewable diesel

   b. Estimated annual quantity

      Approx. 747,000 gallons Renewable Diesel

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Miramar Place Operations Yard
   8353 Miramar Place
   San Diego, CA 92121

3. Contact information

   Days – Devon Whitney 858-526-2349
   Nights – Ricky Riojas 858-526-2003

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Number of tanks

      Three (3)

   c. Tank(s)

      1) Number of tanks

         1 Unleaded
         2 Renewable Diesel

      2) Size of tank (in gallons)

         Unleaded – 12,000 gallons
         Renewable Diesel – 15,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded, Renewable Diesel

   b. Estimated annual quantity

      Approx. 19,400 gallons regular unleaded, 529,000 gallons Renewable Diesel

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Northern Police
   4275 Eastgate Mall
   San Diego, CA 92037

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-12:00am

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1) Number of tanks
         2 Unleaded
      2) Size of tank (in gallons)
         12,000 gallons each

5. Fuel

   a. Fuel type
      Regular Unleaded.

   b. Estimated annual quantity

      Approx. 138,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Northeastern Police
   13396 Salmon River Road
   San Diego, CA 92129

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:30am

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1) Number of tanks

         Two unleaded

      2) Size of tank (in gallons)

         10,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded.

   b. Estimated annual quantity
      Approx. 128,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Eastern Police
   9225 Aero Drive
   San Diego, CA 92123

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:30am

   c. Number of tanks

      Two

   d. Tank(s)

      1) Number of tanks

         2 Unleaded

      2) Size of tank (in gallons)

         10,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded.

   b. Estimated annual quantity

      Approx. 221,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Southeastern Police
   7222 Skyline Drive
   San Diego, CA 92114

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:30pm

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1. Number of tanks

         2 Unleaded

      2. Size of tank (in gallons)

         12,000 gallons each

5. Fuel

   a. Fuel type
      Regular Unleaded.

   b. Estimated annual quantity
      Approx. 107,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Central Police
   3940 Federal Blvd
   San Diego, CA 92102

3. Contact information

   Freddy Cletus 619-527-6000

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-12:00am

   c. Number of tanks

      One (1)

   d. Tank(s)

      1) Number of tanks

         1 Unleaded

      2) Size of tank (in gallons)

         12,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded

   b. Estimated annual quantity

      Approx. 322,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Western Police
   5215 Gaines Street
   San Diego, CA 92110

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:30pm

   c. Tank(s)

      1) Number of tanks

         2 Unleaded

      2) Size of tank (in gallons)

         10,000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded

   b. Estimated annual quantity

      Approx. 155,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Southern Police
   1120 27th Street
   San Diego, CA 92154

3. Contact information

   Mike French 619-692-4840

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:00pm

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1) Number of tanks
         2 Unleaded
      2) Size of tank (in gallons)
         10,000 gallons each

5. Fuel

   a. Fuel type
      Regular Unleaded

   b. Estimated annual quantity

      Approx. 95,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Mid-City Police
   4310 Landis Street
   San Diego, CA 92105

3. Contact information

   Freddy Cletus 619-527-6000

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:30pm

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1) Number of tanks
         2 Unleaded
      2) Size of tank (in gallons)
         10,000 gallons each

5. Fuel

   a. Fuel type
      Regular Unleaded

   b. Estimated annual quantity

      Approx. 104,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Northwestern Police
   12610 El Camino Real
   San Diego, CA 92137

3. Contact information

4. Mike French 619-692-4840

5. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      5:30am-11:00pm

   c. Number of tanks

      One (1)

   d. Tank(s)

      1) Number of tanks
         1 Unleaded
      2) Size of tank (in gallons)
         20,000 gallons

6. Fuel

   a. Fuel type
      Regular Unleaded.

   b. Estimated annual quantity

      Approx. 64,000 gallons unleaded

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Fire Repair Facility
   3870 Kearny Villa Road
   San Diego, CA 92123

3. Contact information

   Devon Whitney 858-526-2349

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Number of tanks

      One (1)

   c. Tank(s)

      1) Number of tanks

         1 Unleaded

      2) Size of tank (in gallons)

         1,000 gallons

5. Fuel

   a. Fuel type
      Regular Unleaded

   b. Estimated annual quantity

      Approx. 28,000 gallons unleaded

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   Mission Bay Golf Course
   2702 N. Mission Bay Dr.
   San Diego, CA 92109

3. Contact information

   Peggy Furtado (858) 581-7887

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bob Tail

   b. Delivery specifications

      5:30am-2:30pm

   c. Tank(s)

      1. Number of tanks

         1 Unleaded, 1 B5 Diesel

      2. Size of tank (in gallons)

         750 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded, B5 Bio Diesel.

   b. Estimated annual quantity

      Approx. 1,569 gallons unleaded; 1,126 B5 Bio Diesel

6. **Additional Information**

   Current Fuel Provider: **SOCO**

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? Yes-top off plan

AGENCY DETAILS

1. Name of Department

   City of San Diego, Parks & Recreation, Golf Operations Division

2. Name and address of facility

   Torrey Pines Golf Course
   11480 N. Torrey Pines Rd.
   La Jolla, CA 92037

3. Contact information

   Peggy Furtado (858) 581-7887

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bob Tail

   b. Delivery specifications

      5:30am-2:30pm

   c. Tank(s)

      1. Number of tanks

         1 Unleaded, 1 B5 Diesel

      2. Size of tank (in gallons)

         1000 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded, B5 Bio Diesel.

   b. Estimated annual quantity

      Approx. 12,579 gallons unleaded; 11,827 B5 Bio Diesel

6. **Additional Information**

   Current Fuel Provider: **SOCO**

   Tank Monitoring Equipment: No

   Does current fuel provider manage inventory on tanks? Yes-top off plan

AGENCY DETAILS

1 Name of Department

City of San Diego, Parks & Recreation, Golf Operations Division

2 Name and address of facility

Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92102

3 Contact information

Peggy Furtado (858) 581-7887

4 Delivery

a. Delivery type (e.g. tank/wagon or truck/trailer)

Bob Tail

b. Delivery specifications

5:30am-1:00pm

c. Tank(s)

1. Number of tanks

1 Unleaded, 1 B5 Diesel

2. Size of tank (in gallons)

1. Unleaded = 240 gallons
2. Diesel = 480 gallons

5 Fuel

a. Fuel type

Regular Unleaded, B5 Bio Diesel.

b. Estimated annual quantity

Approx. 1,216 gallons unleaded; 1,413 B5 Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? Yes-top off plan.

AGENCY DETAILS

1. Name of Department

   City of San Diego Fleet Operations

2. Name and address of facility

   SDCCU (Qualcomm) Stadium
   9449 Friars Road
   San Diego, CA 92108

3. Contact information

   Bobby Slabe
   rslabe@sandiego.gov / (619)641-3111

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bob Tail

   b. Delivery specifications

      7:00am-3:30pm

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1. Number of tanks

         1 Unleaded, 1 ultra-low sulfur Diesel

      2. Size of tank (in gallons)

         500 gallons unleaded / 1000 gallons diesel

5. Fuel

   a. Fuel type
      Unleaded, ultra-low sulfur Diesel

   b. Estimated annual quantity
      Approx. 1,630 gallons unleaded; 1,760 ultra-low sulfur Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego, Park & Recreation, Community Parks II

2. Name and address of facility

   Mt. Hope Cemetery
   3751 Market St.
   San Diego, CA 92102

3. Contact information

   David Noriega (619) 527-3402

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bob Tail

   b. Delivery specifications

      7:00am-3:30pm

   c. Number of tanks

      Two (2)

   d. Tank(s)

      1. Number of tanks

         1 Unleaded, 1 ultra-low sulfur Diesel

      2. Size of tank (in gallons)

         500 gallons each

5. Fuel

   a. Fuel type

      Regular Unleaded, ultra-low sulfur Diesel

   b. Estimated annual quantity

      Approx. 1,760 gallons unleaded; 1,410 ultra-low sulfur Diesel

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Department

   City of San Diego Public Utilities / Water Operations Branch /System Operations Division

2. Name and address of facility

Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
CATALINA PS	1061 CATALINA BLVD	3000
BLACK MOUNTAIN PUMP STATION	14799A BLACK MOUNTAIN RD	700
OTAY LAKE FILTRATION PLANT	1510 WUESTE RD	1100
PS 65TH & HERRICK	6512 AKINS AVE	500
PS SOUTH CREEK	12304 SPRINGHURST DR	500
ALVARADO FILTRATION WTP	5540 KIOWA DR	1300
ALVARADO FILTRATION PLANT LAB	5530 KIOWA DR	825
MIRAMAR TREATMENT PLANT (New Mtr)	10710 SCRIPPS LAKE DR G	5200
STONEBRIDGE 1135 PUMP STATION	14210 STONEBRIDGE PKWY	175
BAYVIEW PS	1975 PARKVIEW TERRACE	720
OTAY LAKE PS	1510 WUESTE RD	1100
MIRAMAR LAKE PS	10100 SCRIPPS LAKE DR	1100
COUNTRY CLUB PS	7269 ENCELIA DR	320
CARMEL MTN HIGH PS	11600 SHOAL CREEK RD	300
PEN BLUFFS PS	9198 OVIEDO DR	720

Facility Name	Facility Address	Diesel Fuel Tank Capacity (Gallons)
MIRAMAR RANCH N PS	11496 WEATHERHILL WAY	720
CHOLLAS YARD	2797 CAMINITO CHOLLAS	150
CARMEL INDUSTRIAL WPS	11403 RANCHO CARMEL DR	720
SCRIPPS WOODS PS	12404 SEMILION BLVD	350
PS VILLA DOMINIQUE	4707 SEDA DR	300
DEERFIELD PS	8002 MISSION GORGE RD	900
SCRIPPS MIRAMAR PS	10300 MIRAMAR DAM DR	1250
MUIRLANDS PS	7460 COUNTRY CLUB DR	300
RANCHO PEN PUMP STATION	8888 SPARREN WAY	1800
STONEBRIDGE 1250 PS	14800 STONEBRIDGE PKWY	520
SAN VICENTE DAM	12393 MORENO AVE, LAKESIDE	1100
MONTEZUMA PS	4998 CATOCTIN DRIVE	720
SCRIPPS RANCH PS	16050 SCRIPPS LAKE DRIVE	1442

3. Contact information

   Bernie Labiano, 619-871-2519, BLabiano@sandiego.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/Wagon

   b. Delivery specifications

      Deliver Upon Request from Department

   c. Tank(s)

      1) Number of tanks – 28 (see above)

2) Size of tank (in gallons) – see above

5. Fuel

a. Fuel type – Ultra Low Sulfur Diesel.

b. Estimated annual quantity – 2,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: No

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Sweetwater Authority

2. Name and address of facility

   Sweetwater Authority (OPS)
   Operations Center
   744 F Street
   Chula Vista, CA 91910

   Sweetwater Authority (PWTP)
   Perdue Water Treatment Plant
   100 Lakeview Ave
   Spring Valley, CA 91977

3. Contact information

   Scott Moss 619 409-6872 smoss@sweetwater.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      No preference

   b. Delivery specifications

      Deliveries of #2 Clear Diesel fuel for the Ops location should be scheduled on a weekly basis to top off the tank.

      Deliveries of Unleaded Fuel for the OPS location and #2 Clear Diesel Fuel for the PWTP location will be scheduled as required with a request for next day delivery.

   c. Tank(s)

      1) Number of tanks

         The OPS location has 2 tanks
         The PWTP location has 1 tank

      2) Size of tank (in gallons)

         OPS has one 10,000 gallon underground tank for Unleaded, Regular gas and one 1,000 gallon above ground tank for #2 Clear Diesel

         PWTP location has one 500 gallon above ground tank for #2 Clear Diesel

5. Fuel

   a. Fuel type

      Unleaded, Regular for OPS location
      # 2 Clear Diesel for Ops and PWTP locations

b. Estimated annual quantity

Unleaded Regular for Ops location	36,000 gallons
#2 Clear Diesel for Ops location	14,000 gallons
#2 Clear Diesel for PWTP location	2,600 gallons

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root-OPS Center / Nothing-PWTP**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   San Diego Metropolitan Transit System (MTS)
   San Diego Transit Corporation (SDTC)

2. Name and address of facility

   San Diego Transit Corp. (SDTC) – (Diesel and Gasoline)

   Imperial Avenue Division (IAD)
   100 16th Street
   San Diego, CA 92101

   Kearny Mesa Division (KMD)
   4630 Ruffner Street
   San Diego, CA 92111

   VEOLIA/MTS – (Diesel Only)

   East County Division
   1213 N. Johnson Avenue
   El Cajon, CA 92020

   MTS Access & MCS Minibus (Gasoline Only)
   Copley Park Division
   7490 Copley Park Place
   San Diego, CA 92111

   San Diego Trolley, Inc – (Gasoline Only)
   C Building
   1535 Newton Avenue
   San Diego, CA 92113

3. Contact information

   SDTC/MTS & San Diego Trolley
   Theodore Metz, Manager - MTS
   Tel: (619) 446-4059
   Cell: (619) 514-7334
   Email: theodore.metz@sdmts.com

   VEOLIA/MTS
   Armando Acevedo, Maint. Mgr–Veolia
   Tel.: 619-401-4510

   Email: Armando.acebo@transdev.com

   MTS Access & MCS Minibus
   Chris Lunn, Maint. Manager – First Transit
   Tel.: 858-737-7808
   Cell: 619-666-1243
   Email: chris.d.lunn@firstgroup.com

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Small tanker and/or large tanker

   b. Delivery specifications

      Diesel: Delivery hours is 8:00 am to 4:00 pm

Gasoline: Delivery hours are 8:00 am to 4:00 pm (all locations except San Diego Trolley). Preferred delivery hours are 8:00 a.m. to 3:00 p.m. (MTS Access/MCS Minibus). San Diego Trolley delivery hours are 6:00 a.m. – 9:00 a.m.

c. Tank(s)

1) Number of tanks

2) Size of tank (in gallons)

DIESEL	SAN DIEGO TRANSIT CORP. (SDTC)
Tank:	IAD – Underground / 20,000 gallons
Delivered to:	IAD – 100 16th Street, San Diego, CA 92101

DIESEL	VEOLIA / MTS
Tank:	Underground / 12,000 gallons
Delivered to:	East County Veolia/MTS: 1213 N. Johnson Avenue, El Cajon, CA 92020

GASOLINE	SAN DIEGO TRANSIT CORP. (SDTC)
Tank(s):	IAD – Underground / 18,000 gallons – Aboveground / 1,000 gallons KMD – Aboveground / 1,000 gallons
Delivered to:	IAD – 100 16th Street, San Diego, CA 92101 KMD – 4630 Ruffner Street, Kearny Mesa, CA 92111

GASOLINE	MTS Access & MCS Minibus (Copley Park Division)
Tank(s):	Two (2) 10,000 gallon – Total: 20,000 gallons / Aboveground
Delivered to:	Copley Park Division (MTS Access & MCS Minibus) - 7490 Copley Park Place, San Diego, CA, 92111

GASOLINE	San Diego Trolley
Tank(s):	**One (1) 600 gallon –Aboveground**
Delivered to:	**C Building, 1535 Newton Avenue, San Diego, CA, 92113**

5. Fuel

a. Fuel type and Estimated annual quantity

San Diego Transit Corporation (SDTC) - KMD		
PRODUCT DESCRIPTION	**ESTIMATED MONTHLY USAGE**	**ESTIMATED ANNUAL USAGE**
Gasoline, Carb, 87 Octane **Approximately (1) load of 600 gallons every other week**	**1399**	**16,788**

VEOLIA / MTS		
PRODUCT DESCRIPTION	**ESTIMATED MONTHLY USAGE**	**ESTIMATED ANNUAL USAGE**
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15 **Approx. Two (2) Loads Of 6,000 Gal. Per Week (Total Of 12,000 Gal Per Week)**	**13,636**	**163,641**

SAN DIEGO TRANSIT CORPORATION (SDTC) - IAD		
PRODUCT DESCRIPTION	**ESTIMATED MONTHLY USAGE**	**ESTIMATED ANNUAL USAGE**
Gasoline, Carb, 87 Octane **Approx. One (1) Load Of 8,700 Gal. Every Month; Also Approx. One (1) Load Of 600 Gal. Every Other Week For Each Division**	**8,137** **1200** **TOTAL: 9,337**	**97,647** **14,400** **TOTAL: 112,047**
Diesel, Ultra Low Sulfur Carb Approved - (Clear), meets standard ASTM D-975 2D S15	**625**	**7,500**
MTS Access & MCS Minibus (Copley Park Division)		
PRODUCT DESCRIPTION	**ESTIMATED MONTHLY USAGE**	**ESTIMATED ANNUAL USAGE**
Gasoline, Carb, 87 Octane **Approx. Two (2) Loads Of 7,500 Gal. Every Week**	**55,100**	**661,204**

San Diego Trolley		
PRODUCT DESCRIPTION	**ESTIMATED MONTHLY USAGE**	**ESTIMATED ANNUAL USAGE**
Gasoline, Carb, 87 Octane **Approx. one (1) load Of 600 Gal. six days a week**	**12,350**	**148,200**

6. **Additional Information**

   Current Fuel Provider: Supreme Oil Company, Soco Group, Merrimac Petroleum, IPC, Flyers Energy, Southern Counties Lubricants

   Tank Monitoring Equipment: Fleet watch at Kearney Mesa, Imperial Ave, East County, and Copley. No formal system at Building C

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   La Mesa Spring Valley School District

2. Name and address of facility:

   La Mesa Spring Valley School District, Operations Center;
   3838 Conrad Dr.
   Spring Valley CA 91977

3. Contact information:

   Nick Richard, Director Transportation, Warehousing
   619-668-5767 Ext 4728
   nick.richard@lmsvschools.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer) : truck/trailer

   b. Delivery specifications: Aboveground Storage Tanks; Pumped to top of tank.

   c. Tank(s)

      1) Number of tanks: Two Tanks

      2) Size of tank (in gallons): 10,000 gallon diesel; 6000 gallon unleaded

5. Fuel

   a. Fuel type: diesel and unleaded

   b. Estimated annual quantity: 70,000 Gallons Diesel; 18,000 Unleaded

   c. Fuel specifications: ultra low sulfur diesel; regular unleaded

6. **Additional Information**

   Current Fuel Provider: Supreme

   Tank Monitoring Equipment: None

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Rancho Santa Fe Fire Protection District

2. Name and address of facility

   16936 El Fuego, Rancho Santa Fe, CA 92067 (Station 1)
   16930 Four Gee Road, San Diego, CA 92127 (Station 2)
   6424 El Apajo, Rancho Santa Fe, CA 92067 (Station 3)
   18040 Calle Ambiente, Rancho Santa Fe, CA 92067 (Station 4)

3. Contact information

   Fred Cox
   18027 Calle Ambiente, Rancho Santa Fe, CA 92067
   858-756-6002
   cox@rsf-fire.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bobtail

   b. Delivery specifications

      Every two weeks or as needed

      Expect emergency priority

   c. Tank(s)

      1) Number of tanks **(All above ground)**

         6 tanks (see addresses above)

      2) Size of tank (in gallons)

         Station 1 – 1,500 gallons unleaded; 500 gallons diesel
         Station 2 – 500 gallons unleaded; 500 gallons diesel
         Station 3 – 1,000 gallons diesel
         Station 4 – 1,000 gallons diesel

5. Fuel

   a. Fuel type

      ULS Diesel fuel
      Regular Unleaded Gasoline

   b. Estimated annual quantity

      Diesel – 9,000 gallons
      Unleaded – 24,000 gallons

c. Fuel specifications

Diesel fuel, 2 NA1993, PGIII Ultra low sulfur 15 PPM or less
Regular Unleaded Gasoline, 3, UN1203, PGIII Unleaded ethanol 10%

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: All tanks are ConVault AST's, Fuel controllers are "Fuel Force"

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Sweetwater Union High School District

2. Name and address of facility

   Transportation Department
   1130 5th Ave.
   Chula Vista, CA 91911

3. Contact information

   Suzanne Gamez
   (619) 691-5540 / suzanne.gamez@sweetwaterschools.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck / trailer

   b. Delivery specifications

      Transportation Dept.
      1130 5th Ave.
      Chula Vista, CA 91911

   c. Tank(s)

      1) Number of tanks = 2 diesel, 1 gasoline -**All underground**
      2) Size of tank (in gallons) = 12,000 gal diesel, 15,000 gal diesel, 5,000 gal gasoline.

5. Fuel

   a. Fuel type

      Ultra low sulfur diesel
      Regular Unleaded Gasoline

   b. Estimated annual quantity: 240,000 gal. Diesel; 12,000 gal. gasoline

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   San Dieguito Union High School District

2. Name and address of facility

   San Dieguito Union High School District
   Transportation Department
   1142 Bonita Dr
   Encinitas, CA 92024

3. Contact information

   Daniel Love
   Daniel.love@sduhsd.net
   (760) 753-8298 ext 5052
   (760) 753-0179 ext 5400

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank

   b. Delivery specifications

      One day turnaround required, two day maximum, 4am – 5pm, M-F

   c. Tank(s)

      1) Number of tanks = 2 **(Both underground)**

      2) Size of tank (in gallons)

         Diesel = 12,000 Gallon
         Unleaded = 5,000 Gallon

5. Fuel

   a. Fuel types = Low Sulfur Diesel & Unleaded Mid-Grade
   b. Estimated annual quantity
      1) Low Sulfur Diesel = 70,000 Gallons
      2) Unleaded Mid-Grade = 50,000 Gallons
   c. Fuel specifications = Ultra Low Sulfur Diesel, Unleaded Mid-Grade.

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   San Diego Unified School District

2. Name and address of facility

   Transportation Department
   4710 Cardin Street, San Diego, CA 92111
   Phone (858) 496-8460/8480; Fax (858) 496-8700

3. Contact information

   Keith Salkeld
   Manager, Fleet Services / Transportation Department
   (858) 496-8451 ksalkeld@sandi.net

   John Groll
   Contract Specialist / Strategic Sourcing & Contracts Department
   San Diego Unified School District
   2351 Cardinal Lane, Building M
   San Diego, CA 92123
   Phone: 858 522-5821
   Fax: 619 542-5721 / E-mail: jgroll@sandi.net

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Full Truck & Trailer – full load only

   b. Delivery specifications

      Time is of the essence in regard to fuel delivery. All fuel deliveries must be made within 24 hours of notice of request for delivery. All deliveries shall be made between the hours of 6:00 a.m. and 3 p.m.

   c. Tanks **(all underground)**

      1) Number of tanks

         4 Tanks (T1-T4)

      2) Size of tank (in gallons)

Tank No. T1	30,000 gallons	Renewable Diesel
Tank No. T2	30,000 gallons	Renewable Diesel
Tank No. T3	20,000 gallons	Unleaded gas
Tank No. T4	20,000 gallons	Renewable Diesel

AGENCY DETAILS

5. Fuel

   a. Fuel type

      Renewable Diesel
      Unleaded (87 Octane)

   b. Estimated annual quantity

      1,400,000 gal Renewable Diesel
      240,000 gal Unleaded (87 Octane)

   c. Fuel specifications

      Renewable Diesel
      Unleaded (Octane 87) ASTM standard specifications

6. Additional Information

Current Fuel Provider: **IPC, Inc**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   South Bay Union School District

2. Name and address of facility

   Transportation Department
   2000 Leon Ave
   San Diego, CA 92154

3. Contact information

   Jennifer Smith
   Purchasing Department
   619-628-5385
   jsmith@sbusd.org

4. Delivery

   a. Delivery type (e.g. truck/trailer)

      Bobtail

   b. Delivery specifications

      M-F, 7am-4pm

   c. Tank(s)

      1) Number of tanks

         1 split tank (above ground, double walled, covered)

      2) Size of tank (in gallons)

         Gasoline 1000 gallon
         Diesel 2000 gallon

5. Fuel

   a. Fuel type
      Gasoline- minimum Octane 87
      Diesel- Ultra Low Sulfur Diesel

   b. Estimated annual quantity
      Gasoline – 30,000 gallons
      Diesel – 20,000 gallons

6. **Additional Information**

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Husky 5885 (unsure)**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Carlsbad

2. Name and address of facility

   City of Carlsbad/Fleet Operations
   2480 Impala Dr.
   Carlsbad, Ca 92010

3. Contact information

   Amy Hazen, Acct Tech.
   ph 760-931-2192
   fax 760-438-1532
   Amy.hazen@carlsbadca.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Fuel tanker truck approx 7,000 gal load

   b. Delivery specifications

      Occasionally split load into two tanks

   c. Tank(s)

      1) Number of tanks (**all underground**)

         2 unleaded, 1 diesel.

      2) Size of tank (in gallons)

         Tank #1 and #2 are 20,000 gal each.
         Tank #3 is 12,000 gal.

5. Fuel

   a. Fuel type: Unleaded Regular, Ultra Low Sulfur Diesel

   b. Estimated annual quantity: 179,903 gallons unleaded; 52,843 gallons diesel

   c. Fuel specifications: Unleaded Regular, Ultra Low Sulfur

6. **Additional Information**

   Current Fuel Provider: SOCO and Propel Fuel

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

AGENCY DETAILS

1. Name of Agency

   City of Santee

2. Name and address of facility

   Santee Fire Station No. 5
   9120 Carlton Oaks Drive
   Santee, CA 92071

3. Contact information:

   Fire Chief Richard Smith
   Office: (619) 258-4100 / Cell: (619) 871-2204

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer): Small Tanker Truck

   B. Delivery Specifications: Gated Entry; Call Ahead Arrangements

      To Be Made with Fire Station Personnel at (619) 258-4100 ext. 500.

   c. Tank(s)

      1) Number of tanks: (2) **(both above ground)**

      2) Size of tank (in gallons)

         Gasoline: 240 Gallons
         Diesel: 500 gallons

5. Fuel

   a. Fuel type: Unleaded Gasoline and Diesel

   b. Estimated annual quantity:

      Gasoline: 4,000 gallons
      Diesel: 10,500 gallons

   c. Fuel specifications: 87 Octane Unleaded Gasoline and Diesel #2.

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: "At-A-Glance" tank gauge

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Escondido Union High School District

2. Name and address of facility

   Transportation Yard,
   1789 N. Broadway
   Escondido CA. 92026

3. Contact information

   Linda Rendon
   Director, Transportation
   (760) 291-3052
   lrendon@euhsd.org

   or

   Sheri Walden
   Director, Purchasing
   (760) 291-3223
   swalden@euhsd.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)
      Truck

   b. Delivery specifications
      Bi weekly

   c. Tank(s)

      1) Number of tanks (1) one – **Above ground**
      2) Size of tank (in gallons) 1500 gallons

5. Fuel

   a. Fuel type

      Ultra low sulfur diesel.

   b. Estimated annual quantity

      35,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? Yes

AGENCY DETAILS

1. Name of Agency

   San Diego County Office of Education

2. Name and address of facility

   6401 Linda Vista Road, San Diego, CA 92111

3. Contact information

   Keith Hildreth
   khildreth@sdcoe.net
   858-292-3524 or 858-292-3587

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck "Bob Tail"

   b. Tank(s)

      1) Number of tanks – one (underground)

      2) Size of tank (in gallons) 6000

5. Fuel

   a. Fuel type

      Regular unleaded.

   b. Estimated annual quantity

      44,000 gal.

6. **Additional Information**

   Current Fuel Provider: Supreme Oil

   Tank Monitoring Equipment: Veeder Root

   Does current fuel provider manage inventory on tanks? Yes

AGENCY DETAILS

1. Name of Agency:

   City of La Mesa

2. Name and Address of facility:

   Public Works Operations Center
   8152 Commercial Street
   La Mesa, CA

3. Contact Information:

   Jack Phillips – Fleet Maintenance Supervisor
   619.667.1393
   jphillips@ci.la-mesa.ca.us

4. Delivery:

   a. Delivery type (e.g. tank/wagon or truck/trailer):

      Truck/Trailer

   b. Delivery specifications: As Needed

   c. Tank(s):

      1) Number of tanks: 2 (one – gasoline, one-diesel) **(both underground)**
      2) Size of tank (in gallons): 12,000/each

5. Fuel:

   a. Fuel Type: **No 2 ULS Diesel** and Regular Unleaded Gasoline

   b. Estimated annual quantity: 26,000 gallons Diesel; 78,000 gallons Gasoline

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   Port of San Diego

2. Name and Address of facility:

   1400 Tidelands Ave
   National City, CA 91950
   (Tanks 1 & 2)

   10th Ave Marine Terminal
   San Diego, CA 92101
   (Tank 3)

3. Contact Information:

   Charlie Starns, Maintenance Supervisor
   Cstarns@portofsandiego.org
   619-686-6331

4. Delivery:

   a. Delivery type:

      Truck (truck/trailer)

   b. Delivery specifications:

      Upon Request Only

   c. Tank(s):

      1) Number of tanks: 3
      2) Size of tank (in gallons):

         Tank 1 – 10,000 (Unleaded Regular) – Above Ground
         Tank 2 – 5,000 (Renewable Diesel R-99-Clear) – Above Ground
         Tank 3 – 1,850 (Off Highway Red ULS Diesel) – Gottwald Crane Fuel Tank

5. Fuel:

   a. Estimated annual quantity and fuel specifications:

      Tank 1 – Unleaded Regular – 52,000
      Tank 2 – Renewable Diesel R-99-Clear – 11,000
      Tank 3 – Off Highway Red ULS Diesel – 4,000

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Zoological Society of San Diego

2. Name and address of facility

   San Diego Zoo Safari Park
   15500 San Pasqual Valley Rd.
   Escondido, CA 92027-7017

3. Contact information

   Dirk Monnartz
   Fleet Maintenance Supervisor
   p. 760.738.5087
   f. 760.738.5092
   dmonnartz@sandiegozoo.org

   Kevin Brown
   Lead Mechanic
   p. 760.796.5655
   f. 760.796.5605
   kbrown@sandiegozoo.org

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Bobtail truck

   b. Delivery specifications

      1) Weekly – Tuesdays prior to 9:00 a.m.
      2) 1,500 Gallons Gasoline available on truck
      3) Diesel ordered as needed.

   c. Tank(s)

      1) Number of tanks

         4

      2) Size of tank (in gallons)

         a. 87 Octane Gasoline - 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)
         b. Ultra low sulfur Diesel Grade 2 - 1 @ 2,000 gallons (underground), 1 @ 1,000 gallons (above ground)

5. Fuel

Fuel Type:

1) Gasoline Regular (87 Octane)
2) Ultra low sulfur Diesel Grade 2 (Highway)

b. Estimated annual quantity:

1) Gasoline 83,000 gallons
2) Diesel 28,000 gallons

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root-Both underground tanks, OPW-Diesel above ground tank, Morrison Bros-Gasoline above ground tank

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   Zoological Society of San Diego/ DBA San Diego Zoo Global

2. Name and address of facility

   San Diego Zoo
   3391 Richmond Street
   San Diego

3. Contact information

   Chuck Windt
   CWindt@sandiegozoo.org
   Zoo Garage @ (619) 231-1515 ext. 4303

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck or Truck/Trailer.

   b. Delivery specifications

      Delivery gate is available M-F/6:00 a.m. – 3:00 p.m.

   c. Tank(s) (both underground)

      1) Number of Tanks – One (1) Gas and one (1) Diesel
      2) Size of Tank (in Gallons) – 10,000 gal/gas and 2,000 gas/diesel.

5. Fuel

   a. Fuel type

      Gasoline – Premium, Diesel – Clear Ultra Low Sulfur

   b. Estimated annual quantity

      Gasoline @ 140,000 gallons, Diesel @ 10,000 gallons.

   c. Fuel specifications

      Gasoline is Premium and Diesel is Clear Ultra Low Sulfur.

6. **Additional Information**

   Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root TLS-300

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Chula Vista

2. Name and address of facility

   City of Chula Vista - Public Works Center
   1800 Maxwell Rd.
   Chula Vista, CA 91911

3. Contact information

   Steve Knapp
   Fleet Manager
   (619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Truck/trailer

   b. Delivery specifications

      As requested

   c. Tank(s)

      1) Number of tanks = 2 **(both above ground)**
      2) Size of tanks (in gallons) = 12,000 each

5. Fuel

   a. Fuel type

      Regular Unleaded 87 octane gasoline
      ULS Diesel-Clear (Carb approved)

   b. Estimated annual quantity

      Diesel = 69,200 gal.; Gasoline = 50,000

   c. Fuel specifications: Diesel to meet ASTM standard D-6751.

6. **Additional Information**

   Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Chula Vista

2. Name and address of facility

   City of Chula Vista Fire Station #2
   80 E. "J" St.
   Chula Vista, CA 91910

3. Contact information

   Steve Knapp
   Fleet Manager
   (619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/wagon

   b. Delivery specifications

      Keep full

   c. Tank(s)

      1) Number of tanks = 2 **(both underground)**
      2) Size of tank (in gallons) = 1,000 each

5. Fuel

   a. Fuel type

      Unleaded 87 octane gasoline
      ULS Diesel-Clear (Carb approved)

   b. Estimated annual quantity

      Diesel = 20,200 gal.; Gasoline = 26,700 gal.

   c. Fuel specifications

      Diesel to meet ASTM standard D-6751.

6. Additional Information

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Chula Vista

2. Name and address of facility

   City of Chula Vista Fire Station #4
   850 Paseo Ranchero
   Chula Vista, CA 91911

3. **Contact information**

   Steve Knapp
   Fleet Manager
   (619) 397-6079 / sknapp@chulavistaca.gov

4. **Delivery**

   a. **Delivery type (e.g. tank/wagon)**

      Tank/wagon

   b. **Delivery specifications**

      Keep full

   c. **Tank(s)**

      1) **Number of tanks = 2 (both above ground)**
      2) **Size of tank (in gallons) = 500 and 1,000**

5. **Fuel**

   a. **Fuel type**

      Red Diesel (off road)
      ULS Diesel -Clear (Carb approved)

   b. **Estimated annual quantity**

      Red Diesel = 500; Diesel = 10,800 gal.

   c. **Fuel specifications**

      Diesel to meet ASTM standard D-6751.

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Chula Vista

2. Name and address of facility

   City of Chula Vista Fire Station #7
   1640 Santa Venetia St.
   Chula Vista, CA 91911

3. Contact information

   Steve Knapp
   Fleet Manager
   (619) 397-6079 / sknapp@chulavistaca.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tank/wagon

   b. Delivery specifications

      Keep full

   c. Tank(s)

      1) Number of tanks = 2 **(both above ground)**
      2) Size of tank (in gallons) = 1,000 each

5. Fuel

   a. Fuel type

      Unleaded 87 octane gasoline
      ULS Diesel-Clear (Carb approved)

   b. Estimated annual quantity

      Diesel = 18,650 gal.; Gasoline = 32,600 gal.

   c. Fuel specifications

      Diesel to meet ASTM standard D-6751**.**

6. **Additional Information**

Current Fuel Provider: **SOCO**

Tank Monitoring Equipment: **Veeder Root**

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   San Diego Community College District

2. Name and address of facility

   City College – 1400 Park Blvd., San Diego, CA
   Mesa College – 7250 Mesa College Dr., San Diego, CA
   Miramar College – 10440 Black Mountain Rd., San Diego, CA

3. Contact information

   Donn Betz
   Building and Grounds Supervisor - SDCCD
   1544 Frazee Rd., San Diego, CA
   dbetz@sdccd.edu / 619-388-6422

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Shorter Truck

   b. Delivery specifications:

      During business hours. Monday through Friday, 6:30 a.m. to 5:00 p.m.

   c. Tank(s)

      1) Number of tanks: Three tanks
      2) Size of tank (in gallons): 1,000 gallons each.

5. Fuel

   a. Fuel type: Mid-grade unleaded

   b. Estimated annual quantity: 70,000 to 75,000 gallons.

   c. Fuel specifications: Mid-grade unleaded.

6. Additional Information

Current Fuel Provider: Information not available

Tank Monitoring Equipment: Information not available

Does current fuel provider manage inventory on tanks? Information not available

AGENCY DETAILS

1. Name of Agency

   County of San Diego

2. Name and address of facility

   County of San Diego
   Department of General Services
   Fleet Maintenance Division

3. Contact information

   Michael Collins
   Fleet Coordinator
   858.694.2151
   Mike.collins@sdcounty.ca.gov

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)
      17 sites require truck and trailer delivery
      4 sites require bobtail delivery

   b. Delivery specifications
      Monday – Friday 7:30 am to 3:30 pm
      Deliver Upon Request from Department

   c. Tank(s)

      1) Number of tanks 37

      2) Size of tank

         Unleaded

         1 20,000 gallon tank
         1 15,000 gallon tank
         14 12,000 gallon tanks
         2 8,000 gallon tanks
         1 2,000 gallon tank
         2 1,000 gallon tanks

         Diesel

         13 12,000 gallon tanks
         2 2,000 gallon tanks
         1 1,000 gallon tank

AGENCY DETAILS

5. Fuel

   a. Fuel type

      Regular Unleaded
      No. 2 Diesel
      Bio-Diesel

   b. Estimated annual quantity

      Unleaded =2.5 million gallons
      Diesel = **561,506 gallons**

   c. Fuel specifications

      Regular Unleaded Gasoline
      Ultra Low Sulfur Diesel

6. Additional Information

Current Fuel Provider: Mansfield Oil Co.

Tank Monitoring Equipment: Veeder Root System

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency

   City of Coronado

2. Name and address of facility

   Primary Facility: Department of Public Services
   City of Coronado
   101 B Avenue
   Coronado, CA 92118

   Secondary Facility: Coronado Cays Fire Department, 101 Grand Caribe Causeway, Coronado, CA 92118

   Tertiary Facility: City of Coronado Golf Course, 635 Glorietta Blvd., Coronado, CA 92118

3. Contact information:

   Cecilia Lyon, Management Analyst, Department of Public Services, 619.522.7311
   cecilial@coronado.ca.us

   Maria Herrera, Management Assistant, Department of Public Services, 619.522.7381
   mherrera@coronado.ca.us

   Denise Johnson, Department of Public Services, (619) 522-7349, djohnson1@coronado.ca.us

4. Delivery

   a. Delivery type (e.g. tank/wagon or truck/trailer)

      Tanker aka tractor/trailer

   b. Delivery specifications:

      Primary Facility: Fuel is delivered every Tuesday and Thursday
      Secondary Facility: Fuel is delivered every 2 months
      Tertiary Facility: Fuel is delivered twice a month.

   c. Tank(s)

      1) Number of tanks

         At Primary Facility (101 A Avenue): Two (2) above-ground tanks totaling 2,000 gallons unleaded and 1,000 gallons diesel

At Secondary Facility (101 Grand Caribe Causeway): One (1) above-ground dual-fuel tank: 500 gallons unleaded, 1000 gallons diesel
At Tertiary Facility (635 Glorietta Blvd.): One (1) above-ground dual-fuel storage tank: 750 gallons diesel and 250 gallons unleaded gas.

2) Size of tank (in gallons):

Primary Facility: One 2,000 gallon tank (unleaded) and One 1,000 gallon tank (diesel)

Secondary Facility: One 1,500 gallon tank (duel-fuel)

Tertiary Facility: One 1,000 gallon tank (duel-fuel)

5. Fuel

a. Fuel type:

Mid-grade Unleaded & diesel,

b. Estimated annual quantity:

62,000 gallons unleaded mid-grade
26,000 gallons diesel

c. Fuel specifications:

Diesel must be mid-grade for our police vehicles.

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: OPW 200TG, At a Glance THERMAL, Krueger Sentry

Does current fuel provider manage inventory on tanks? Yes

AGENCY DETAILS

1. Name of Agency:

   Valley Center-Pauma Unified School District

2. Name and Address of facility:

   Transportation Department
   28751 Cole Grade Rd.
   Valley Center, CA 92082

3. Contact Information:

   Cheri McGee
   Director, Transportation
   (760) 749-6382

   Or

   Lauren Holt
   Purchasing
   (760) 749-04644.
   Holt.la@vcpusd.org

4. Delivery:

   a. Delivery type

      Truck (truck/trailer)

   b. Delivery specifications

      Once per Week

   c. Tank(s)

      1) Number of tanks: 1 (split tank)
      2) Size of tank (in gallons):

         Tank 1 – 1,000 (87 Octane Regular) – Above Ground
         Tank 2 – 4,000 (Ultra Low Sulfur Diesel) – Above Ground

5. Fuel:

   a. Estimated annual quantity and fuel specifications:

   Tank 1 – 87 Octane Regular – 23,090
   Tank 2 – Ultra Low Sulfur Diesel – 40,659

6. Additional Information

Current Fuel Provider: SOCO

Tank Monitoring Equipment: Veeder Root System

Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Public Works Tank 1
   475 N. Spruce St.
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck and Trailer (truck/trailer)

   b. Delivery specifications:

      As Needed/Approximately Weekly

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – 87 Octane Regular – 220,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Public Works Tank 2
   475 N. Spruce St.
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck and Trailer (truck/trailer)

   b. Delivery specifications:

      As Needed/Approximately Weekly

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 10,000 (87 Octane Regular) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – 87 Octane Regular – 220,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Public Works Tank 3
   475 N. Spruce St.
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed/Approximately Bi-Weekly

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 5,000 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – ULS Diesel Clear – 50,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Lake Wohlford
   25453 Lake Wohlford Rd
   Escondido, CA 92027

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck and Trailer (truck/trailer)

   b. Delivery specifications:

      As Needed/Approximately Quarterly

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 500 (87 Octane Regular) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – 87 Octane Regular – 1,800 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   HARRF Tank 1
   1521 S. Hale Avenue
   Escondido, CA 92029

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 1,000 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Ultra Low Sulfur Diesel Clear – 2,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   HARRF Tank 2
   1521 S. Hale Avenue
   Escondido, CA 92029

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Ultra low sulfur diesel Clear – 1,200 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   HARRF Tank 3
   1521 S. Hale Avenue
   Escondido, CA 92029

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 660 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Ultra Low Sulfur Diesel Clear – 1,200 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Lift Station #1
   3680 Sunset Drive
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 300 (Diesel-Red) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Diesel Red – 600 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Lift Station #2
   2698 S. Escondido Blvd.
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 105 (Diesel-Red) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Diesel Red – 200 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Lift Station #3
   2045 S. Escondido Blvd.
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 150 (Diesel-Red) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Diesel Red – 300 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Lift Station #11
   1400 Country Club
   Escondido, CA 92029

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 80 (Diesel-Red) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Diesel Red – 160 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Police Shooting Range

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 100 (Diesel-Red) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – Diesel Red – 500 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 1
   310 N. Quince
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 2000 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – ULS Diesel Clear – 13,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 2
   421 N. Midway
   Escondido, CA 92027

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

      Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 3
   1808 Nutmeg St
   Escondido, CA 92026

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

   1) Number of tanks: 1
   2) Size of tank (in gallons):

      Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 4
   3301 Bear Valley Pkwy
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

      Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 5
   2319 Felicita Rd
   Escondido, CA 92025

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 1
      2) Size of tank (in gallons):

         Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 6
   1735 Del Dios Rd.
   Escondido, CA 92029

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

   1) Number of tanks: 1
   2) Size of tank (in gallons):

      Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

      Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   City of Escondido

2. Name and Address of facility:

   Fire Station 7
   1220 N. Ash St.
   Escondido, CA 92027

3. Contact Information:

   Jeramiah Jennings or Misty Breymeyer
   760-839-4883
   fleet@escondido.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

   1) Number of tanks: 1
   2) Size of tank (in gallons):

      Tank 1 – 450 (Diesel-Clear) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

      Tank 1 – ULS Diesel Clear – 3,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Orpak (Gasboy) Veeder Root System

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   Chula Vista Elementary School District

2. Name and Address of facility:

   Education Service and Support Center
   84 East J Street,
   Chula Vista, CA 91910

3. Contact Information:

   Ken Shilling - Fleet Maintenance Supervisor
   619-425-9600 ext. 161605
   Kenneth.shilling@cvesd.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

   1) Number of tanks: 2
   2) Size of tank (in gallons):

      Tank 1 – 5000 (Unleaded) – Above Ground
      Tank 2 – 5000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

      Tank 1 – 29,700 gallons
      Tank 2 – 16,000 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   Chula Vista Elementary School District

2. Name and Address of facility:

   CVESD Corporate Yard
   1855 Maxwell Road
   Chula Vista, CA 91911

3. Contact Information:

   Theron Neal, Director Transportation Services
   619-425-9600 ext. 161602
   Theron.Neal@cvesd.org

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 2
      2) Size of tank (in gallons):

      Tank 1 – 10,000 (Regular Unleaded) – Above Ground
      Tank 2 – 10,000 (Ultra Clear Low Sulfur Diesel) – Above Ground

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – 4,000 gallons
   Tank 2 – 76,800 gallons

6. **Additional Information**

   Current Fuel Provider: SOCO

   Tank Monitoring Equipment: Trusco-5,000 gallon tank, Veeder Root-10,000 gallon tank

   Does current fuel provider manage inventory on tanks? No

AGENCY DETAILS

1. Name of Agency:

   San Diego State University

2. Name and Address of facility:

   SDSU Facilities
   5500 Campanile Dr.
   San Diego, CA 92182

3. Contact Information:

   Cesar Romero, Assistant Director SDSU Facilities Dept.
   619-594-4968
   Cesar.romero@sdsu.edu

4. Delivery:

   a. Delivery type:

      Bobtail Truck (truck/trailer)

   b. Delivery specifications:

      As Needed

   c. Tank(s):

      1) Number of tanks: 2
      2) Size of tank (in gallons):

      Tank 1 – 12,000 (Unleaded)
      Tank 2 – 2,000 (Ultra Low Sulfur Red Diesel) – Off Highway

5. Fuel:

   Estimated annual quantity and fuel specifications:

   Tank 1 – 53,200 gallons
   Tank 2 – 2,700 gallons

6. **Additional Information**

   Current Fuel Provider: Information not available

   Tank Monitoring Equipment: Information not available

   Does current fuel provider manage inventory on tanks? Information not available

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over $50,000, the City shall:

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

   a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

   b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

   c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☑ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: SC Commercial, LLC

Certified By Robert W. Bollar Title Corp. Sec.

Name

Signature Date 2/25/19

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor ☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: SC Commercial, LLC, a Delaware limited liability company

ADA/DBA: SC Fuels

Address (Corporate Headquarters, where applicable): 1800 W. Katella Avenue, Ste. 400

City: Orange County: Orange State: CA Zip: 92867

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273

Name of Company CEO: Steven P. Greinke

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 5962 Priestly Drive

City: Carlsbad County: San Diego State: CA Zip: 92008

Telephone Number: (714) 744-7140 Fax Number: (714) 922-7273 Email: mdavis@thesocogroup.com

Type of Business: Wholesale commercial fuels and lubricant s Type of License: Business License

The Company has appointed: Chris Mattson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1800 W. Katella Avenue, Ste. 400, Orange, CA 92867

Telephone Number: 714-516-7294 Fax Number: Email: mattsonc@scfuels.com

---

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of SC Commercial, LLC, a Delaware limited liability company (Firm Name)

Orange (County), California (State) hereby certify that information provided herein is true and correct. This document was executed on this 25th day of Feb, 20 19

(Authorized Signature)

Robert W. Bollar, Corp. Sec.
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: SC Commercial, LLC DATE: 2/25/19

OFFICE(S) or BRANCH(ES): All employees COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	6	1	0	0	0	0	2	1	16	7	0	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	5	1	0	0	0	0	0	0	11	4	0	0
Administrative Support	1	2	6	7	0	2	0	0	0	0	6	16	0	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	7	0	0	0	0	0	0	0	3	0	0	0
Operative Workers	5	0	74	0	2	0	1	0	3	0	33	0	5	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	8	1	1	0	0	0	0	0	5	0	1	1

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	6	2	106	10	3	2	1	0	5	1	74	27	6	3

Grand Total All Employees 246

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	6	0	0	1	0	0	0	1	6	1	0	1

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SC Commercial, LLC DATE: 2/25/19

OFFICE(S) or BRANCH(ES): COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

The City of SAN DIEGO

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report[1, 3]. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial
Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional
Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts
Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal for Fuel

B. BIDDER/PROPOSER INFORMATION:

SC Commercial, LLC, a Delaware limited liability company		Ca	
Legal Name		DBA	
1800 W. Katella Avenue, Ste. 400	Orange	CA	92867
Street Address	City	State	Zip
Matt Davis. South Regional Manager	(760) 804-8460	(760) 929-8063	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jonathan DaDeppo	Bid Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Matt Davis	South Regional Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Patrick Barnecut	President
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
None	
Interest in the transaction	

Steven P. Greinke	Manager
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager	
Interest in the transaction	

Southern Counties Oil Co., a California Limited Partnership	Member
Name	Title/Position
Orange, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100% Ownership of SC Commercial, LLC	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐**Yes** ☑**No**

   If **Yes,** attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☑**Yes** ☐**No**

   If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

N/A

☐ **Corporation** Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☐

Is the corporation authorized to do business in California: ☐ **Yes** ☐ **No**

If **Yes,** after what date: _____

Is your firm a publicly traded corporation? ☐ **Yes** ☐ **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____

_____

_____

_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ **Yes** ☐ **No**

If **Yes,** please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: 08/24/2018 State of formation: Delaware

List the name, title and address of members who own ten percent (10%) or more of the company:

Southern Counties Oil Co., a California Limited Partnership owned by Frank P. Greinke, Steven P. Greinke, and Cindy A. Greinke-Juliano

_____

_____

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

_____

_____

_____

_____

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____

_____

_____

_____

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form.*

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☑ **No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: Comerica Bank

   Point of Contact: John Yarter

   Address: 611 Anton Blvd #100, Costa Mesa, CA 92626

   Phone Number: (714) 435-3923

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: will obtain upon award Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐ **Yes** ☑ **No**

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Anaheim (current)

Contact Name and Phone Number: Mike McCarty (714) 765-6826

Contact Email: MMcCarty@anaheim.net

Address: 200 S. Anaheim Blvd., Ste. 620, Anaheim,, CA 92805

Contract Date: January 1, 2014

Contract Amount: $ 3,021,587.00

Requirements of Contract: Supply and deliver gas, diesel, & biodiesel

Company Name: Long Beach Public Transportation Co.

Contact Name and Phone Number: Mike Zito, Buyer (562) 599-8553

Contact Email: mzito@lbtransit.com

Address: 1963 E. Anaheim Street, Long Beach, CA 90813

Contract Date: July 1, 2016

Contract Amount: $ 0.00

Requirements of Contract: Supply and deliver diesel fuel ($ no stated)

Company Name: City of Los Angeles

Contact Name and Phone Number: Shane Vongchaisaree 213-978-3168

Contact Email: shane.vongchaisaree@lacity.org

Address: 111 E. First Street, Room 110, Los Angeles, CA 90012

Contract Date: July 1, 2006

Contract Amount: $ 0.00

Requirements of Contract: Supply and deliver Unleaded ($0 Maximum)

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ **Yes** ☑ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐**Yes** ☑**No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☑**Yes** ☐**No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐**Yes** ☑**No**

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification # N/A
   b. Woman or Minority Owned Business Enterprise Certification # N/A
   c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐**Yes** ☑**No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Robert W. Bollar, Corp. Sec.		2/25/19
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? Yes.
- Cardlock Fuels System, Inc.
- PNEC Corporation
- Southern Counties Oil Co., a California Limited Partnership
- SC Retail, LLC
- United Fuel & Energy Corporation.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Robert W. Bollar, Corp. Sec.		2/25/19
Print Name, Title	Signature	Date

THE SOCO GROUP, INC.

OPIS Benchmark Pricing- August 13th, 2018 -10:00am

1. Unleaded Gasoline = $222.25/100 gallons = **$2.2225/gallon**
2. Ultra Low Sulfur Diesel = $242.25/100 gallons = **$2.4225/gallon**
3. Biodiesel (BRD Low Rack) = $251.50/100 gallons = **$2.5150/gallon**
4. Renewable Diesel = $246.00/100 gallons = **$2.4600/gallon**
   (Unbranded Low Rack -Ultra Low Sulfur Diesel-Los Angeles)

ADDENDUM D
AUGUST 1st, 2018

Market Differential Price Schedule Proposal, Including Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City, with no changes to the spreadsheet formatting.
All four digits to the right of the $0. decimal point must be completed by the Proposer. If one or more of the four digits called for are ommitted by the Proposer, the City will assume the value of the ommitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.
Any changes to or deviations from the below Price Schedule will be considered non-responsive and cause for the Proposer to be rejected as non-responsive.

AGENCY	DEPARTMENT	DIVISION OR LOCATION	FUEL TYPE	ESTIMATED ANNUAL QUANTITY (GALLONS)		TRANSPORT LOAD (-)			TRANSPORT LOAD (+)		SHORT TRANSPORT LOAD (-)			SHORT TRANSPORT LOAD (+)		TANK WAGON LOAD (-)			TANK WAGON LOAD (+)	Price per gallon with OPIS index pricing	Extended Price (total price per gallon x Annual Quantity
CITY OF CARLSBAD	FLEET OPERATIONS		REGULAR UNLEADED GASOLINE	179,903	(-) $0.		OR	(+) $0.	$0.0192	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2417	$403,288.56
CITY OF CARLSBAD	FLEET OPERATIONS		ULTRA LOW SULFUR DIESEL NO. 2	52,843	(-) $0.		OR	(+) $0.	$0.0238	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.4463	$129,269.83
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		**ULTRA LOW SULFUR DIESEL NO. 2**	69,200	(-) $0.		OR	(+) $0.	$0.0244	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.4469	$169,325.48
CITY OF CHULA VISTA	FIRE STATION 2		**ULTRA LOW SULFUR DIESEL NO. 2**	20,200	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.7086	$54,713.72
CITY OF CHULA VISTA	**FIRE STATION 4**		**ULTRA LOW SULFUR DIESEL NO. 2**	**10,800**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.7086	$29,252.88
CITY OF CHULA VISTA	**FIRE STATION 4**		**RED DIESEL-OFF ROAD**	**500**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.7086	$1,354.30
CITY OF CHULA VISTA	FIRE STATION 7		**ULTRA LOW SULFUR DIESEL NO. 2**	18,650	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.7086	$50,515.39
CITY OF CHULA VISTA	PUBLIC WORKS CENTER		REGULAR UNLEADED GASOLINE	50,000	(-) $0.		OR	(+) $0.	$0.0168	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2393	$111,965.00
CITY OF CHULA VISTA	FIRE STATION 2		REGULAR UNLEADED GASOLINE	26,700	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.5086	$66,979.62
CITY OF CHULA VISTA	FIRE STATION 7		REGULAR UNLEADED GASOLINE	32,600	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2861	(-) $0.		OR	(+) $0.		$2.5086	$81,780.36
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	78,000	(-) $0.		OR	(+) $0.	$0.0168	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2393	$174,665.40
CITY OF LA MESA	PUBLIC WORKS OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	26,000	(-) $0.		OR	(+) $0.	$0.0228	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.4453	$63,577.80
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	**RENEWABLE DIESEL-R99**	**116,000**	(-) $0.		OR	(+) $0.	$0.1048	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.5648	$297,516.80
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	**RENEWABLE DIESEL-R99**	**161,000**	(-) $0.		OR	(+) $0.	$0.1048	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.5648	$412,932.80
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR LANDFILL (MINI OPS)	**RENEWABLE DIESEL-R99**	747,000	(-) $0.		OR	(+) $0.	$0.1055	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.5655	$1,916,428.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	**RENEWABLE DIESEL-R99**	**529,000**	(-) $0.		OR	(+) $0.	$0.1055	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.5655	$1,357,149.50
CITY OF SAN DIEGO	FIRE-RESCUE	LIFEGUARD	REGULAR UNLEADED GASOLINE	16,438	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.0926	(-) $0.		OR	(+) $0.		$2.3151	$38,055.61
CITY OF SAN DIEGO	FLEET SERVICES	CENTRAL OPERATIONS YARD	REGULAR UNLEADED GASOLINE	**287,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$641,186.70
CITY OF SAN DIEGO	FLEET SERVICES	ROSE CANYON OPERATIONS YARD	REGULAR UNLEADED GASOLINE	**185,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$413,308.50
CITY OF SAN DIEGO	FLEET SERVICES	MIRAMAR PLACE OPERATIONS YARD	REGULAR UNLEADED GASOLINE	**19,400**	(-) $0.		OR	(+) $0.	$0.0122	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2347	$43,353.18
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHERN	REGULAR UNLEADED GASOLINE	138,000	(-) $0.		OR	(+) $0.	$0.0122	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2347	$308,388.60
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHEASTERN	REGULAR UNLEADED GASOLINE	128,000	(-) $0.		OR	(+) $0.	$0.0130	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2355	$286,144.00
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, EASTERN	REGULAR UNLEADED GASOLINE	**221,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$493,736.10
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHEASTERN	REGULAR UNLEADED GASOLINE	**107,000**	(-) $0.		OR	(+) $0.	$0.0129	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2354	$239,187.80
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, CENTRAL	REGULAR UNLEADED GASOLINE	**322,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$719,380.20
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, WESTERN	REGULAR UNLEADED GASOLINE	**155,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$346,285.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, SOUTHERN	REGULAR UNLEADED GASOLINE	**95,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$212,239.50
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, MID-CITY	REGULAR UNLEADED GASOLINE	**104,000**	(-) $0.		OR	(+) $0.	$0.0116	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2341	$232,346.40
CITY OF SAN DIEGO	FLEET SERVICES	POLICE, NORTHWESTERN	REGULAR UNLEADED GASOLINE	**64,000**	(-) $0.		OR	(+) $0.	$0.0131	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.		$2.2356	$143,078.40
CITY OF SAN DIEGO	FLEET SERVICES	FIRE-RESCUE, REPAIR FACILITY	REGULAR UNLEADED GASOLINE	**28,000**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2872	(-) $0.		OR	(+) $0.		$2.5097	$70,271.60
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	REGULAR UNLEADED GASOLINE	1,569	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.5962	(-) $0.		OR	(+) $0.		$2.8187	$4,422.54
CITY OF SAN DIEGO	FLEET SERVICES	MISSION BAY GOLF COURSE	BIODIESEL, B5	1,126	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.5962	(-) $0.		OR	(+) $0.		$3.1112	$3,503.21
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	REGULAR UNLEADED GASOLINE	12,579	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2146	(-) $0.		OR	(+) $0.		$2.4371	$30,656.28
CITY OF SAN DIEGO	GOLF OPERATIONS	TORREY PINES GOLF COURSE	BIODIESEL, B5	11,827	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2146	(-) $0.		OR	(+) $0.		$2.7296	$32,282.98
CITY OF SAN DIEGO	**GOLF OPERATIONS**	**BALBOA PARK GOLF COURSE**	**REGULAR UNLEADED GASOLINE**	**1,216**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.3592	(-) $0.		OR	(+) $0.		$2.5817	$3,139.35
CITY OF SAN DIEGO	**GOLF OPERATIONS**	**BALBOA PARK GOLF COURSE**	**BIODIESEL, B5**	**1,413**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.3592	(-) $0.		OR	(+) $0.		$2.8742	$4,061.24
CITY OF SAN DIEGO	FLEET SERVICES	**SDCCU (QUALCOMM) STADIUM**	REGULAR UNLEADED GASOLINE	**1,630**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.1927	(-) $0.		OR	(+) $0.		$2.4152	$3,936.78
CITY OF SAN DIEGO	FLEET SERVICES	**SDCCU (QUALCOMM) STADIUM**	**ULTRA LOW SULFUR DIESEL NO. 2**	**1,760**	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.1927	(-) $0.		OR	(+) $0.		$2.6152	$4,602.75
CITY OF SAN DIEGO	**COMMUNITY PARKS**	MT HOPE CEMETERY	REGULAR UNLEADED GASOLINE	1,760	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2581	(-) $0.		OR	(+) $0.		$2.4806	$4,365.86
CITY OF SAN DIEGO	**COMMUNITY PARKS**	MT HOPE CEMETERY	**ULTRA LOW SULFUR DIESEL NO. 2**	1,410	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2581	(-) $0.		OR	(+) $0.		$2.6806	$3,779.65
CITY OF SAN DIEGO	FIRE-RESCUE	RESCUE HEADQUARTERS	ULTRA LOW SULFUR DIESEL NO. 2	510,299	(-) $0.		OR	(+) $0.		(-) $0.		OR	(+) $0.	$0.2125	(-) $0.		OR	(+) $0.		$2.6350	$1,344,637.87

CITY OF SAN DIEGO	PUBLIC UTILITIES	PUMP STATION 2	ULTRA LOW SULFUR DIESEL NO. 2	100	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$320.97
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT – GAS UTILIZATION FACILITY	ULTRA LOW SULFUR DIESEL NO. 2	200	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$641.94
CITY OF SAN DIEGO	PUBLIC UTILITIES	GROVE AVENUE PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	POINT LOMA WASTEWATER TREATMENT PLANT	REGULAR UNLEADED GASOLINE	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.0097	$361.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	METROPOLITAN OPERATIONS CENTER	ULTRA LOW SULFUR DIESEL NO. 2	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	OTAY RIVER PUMP STATION	ULTRA LOW SULFUR DIESEL NO. 2	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$385.16
CITY OF SAN DIEGO	PUBLIC UTILITIES	SOUTH BAY WATER RECLAMATION PLANT	ULTRA LOW SULFUR DIESEL NO. 2	120	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.7872	(–) $0.		OR	(+) $0.		$3.2097	$385.16
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	**RENEWABLE DIESEL–R99**	**578,000**	(–) $0.		OR	(+) $0.	$0.1061	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.5661	$1,483,205.80
CITY OF SAN DIEGO	FLEET SERVICES	CHOLLAS OPERATIONS YARD	REGULAR UNLEADED GASOLINE	**349,000**	(–) $0.		OR	(+) $0.	$0.0116	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2341	$779,700.90
CITY OF SAN DIEGO	PUBLIC UTILITIES	WATER OPERATIONS BRANCH, SYSTEM OPERATIONS DIVISION	ULTRA LOW SULFUR DIESEL NO. 2	2,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2898	(–) $0.		OR	(+) $0.		$2.7123	$5,424.60
CITY OF SANTEE	FIRE STATION NO. 5		REGULAR UNLEADED GASOLINE	4,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2415	(–) $0.		OR	(+) $0.		$2.4640	$9,856.00
CITY OF SANTEE	FIRE STATION NO. 5		ULTRA LOW SULFUR DIESEL NO. 2	10,500	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2415	(–) $0.		OR	(+) $0.		$2.6640	$27,972.00
CITY OR CORONADO			ULTRA LOW SULFUR DIESEL NO. 2	**26,000**	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1334	(–) $0.		OR	(+) $0.		$2.5559	$66,453.40
CITY OF CORONADO			MID–GRADE UNLEADED GASOLINE	**62,000**	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1334	(–) $0.		OR	(+) $0.		$2.3559	$146,065.80
COUNTY OF SAN DIEGO			REGULAR UNLEADED GASOLINE	2,500,000	(–) $0.		OR	(+) $0.	$0.0116	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2341	$5,585,250.00
COUNTY OF SAN DIEGO			ULTRA LOW SULFUR DIESEL NO. 2	**561,506**	(–) $0.		OR	(+) $0.	$0.0139	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4364	$1,368,053.22
		ALTERNATIVE TO ULS DIESEL	**RENEWABLE DIESEL–R99**	**561,506**	**(–) $0.**		**OR**	**(+) $0.**	**$0.1055**	**(–) $0.**		**OR**	**(+) $0.**	**$0.1255**	**(–) $0.**		**OR**	**(+) $0.**	**$0.4500**		
ESCONDIDO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION YARD		ULTRA LOW SULFUR DIESEL NO. 2	35,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1486	(–) $0.		OR	(+) $0.		$2.5711	$89,988.50
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	18,000	(–) $0.		OR	(+) $0.	$0.0131	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2356	$40,240.80
LA MESA SPRING VALLEY SCHOOL DISTRICT	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(–) $0.		OR	(+) $0.	$0.0141	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4366	$170,562.00
PORT OF SAN DIEGO	1400 TIDELANDS		REGULAR UNLEADED GASOLINE	52,000	(–) $0.		OR	(+) $0.	$0.0167	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2392	$116,438.40
PORT OF SAN DIEGO	1400 TIDELANDS		RENEWABLE DIESEL R–99–CLEAR	11,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1428	(–) $0.		OR	(+) $0.		$2.6028	$28,630.80
PORT OF SAN DIEGO	10TH AVE. MARINE TERMINAL		ULTRA LOW SULFUR DIESEL NO. 2–RED	4,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1275	(–) $0.		OR	(+) $0.		$2.5500	$10,200.00
RANCHO SANTA FE FIRE PROTECTION DISTRICT			REGULAR UNLEADED GASOLINE	24,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2784	(–) $0.		OR	(+) $0.		$2.5009	$60,021.60
RANCHO SANTA FE FIRE PROTECTION DISTRICT			ULTRA LOW SULFUR DIESEL NO. 2	9,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2784	(–) $0.		OR	(+) $0.		$2.7009	$24,308.10
SAN DIEGO COMMUNITY COLLEGE			MID–GRADE UNLEADED GASOLINE	75,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1888	(–) $0.		OR	(+) $0.		$2.4113	$180,847.50
SAN DIEGO COUNTY OFFICE OF EDUCATION			REGULAR UNLEADED GASOLINE	44,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.0650	(–) $0.		OR	(+) $0.		$2.2875	$100,650.00
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	VEOLIA/MTS		ULTRA LOW SULFUR DIESEL NO. 2	**163,641**	(–) $0.		OR	(+) $0.	$0.1024	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.5249	$413,177.16
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		REGULAR UNLEADED GASOLINE	**112,047**	(–) $0.		OR	(+) $0.	$0.0311	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2536	$252,509.12
SAN DIEGO TRANSIT CORPORATION	KEARNY MESA DIVISION		REGULAR UNLEADED GASOLINE	**16,788**	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2884	(–) $0.		OR	(+) $0.		$2.5109	$42,152.99
SAN DIEGO TRANSIT CORPORATION	IMPERIAL AVENUE DIVISION		ULTRA LOW SULFUR DIESEL NO. 2	**7,500**	(–) $0.		OR	(+) $0.	$0.0310	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4535	$18,401.25
METROPOLITAN TRANSIT SYSTEM ACCESS & MCS MINIBUS		COPLEY PARK DIVISION)	REGULAR UNLEADED GASOLINE	**661,204**	(–) $0.		OR	(+) $0.	$0.0352	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2577	$1,492,800.27
SAN DIEGO TROLLEY			**REGULAR UNLEADED GASOLINE**	**148,200**	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.3237	(–) $0.		OR	(+) $0.		$2.5462	$377,346.84
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	240,000	(–) $0.		OR	(+) $0.	$0.0116	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2341	$536,184.00
SAN DIEGO UNIFIED SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		**RENEWABLE DIESEL – R99**	1,400,000	(–) $0.		OR	(+) $0.	$0.1048	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.5648	$3,590,720.00
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		MID–GRADE UNLEADED GASOLINE	50,000	(–) $0.		OR	(+) $0.	$0.0116	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2341	$111,705.00
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	70,000	(–) $0.		OR	(+) $0.	$0.0160	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4385	$170,695.00
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	30,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1297	(–) $0.		OR	(+) $0.		$2.3522	$70,566.00
SOUTH BAY UNION SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	**20,000**	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1297	(–) $0.		OR	(+) $0.		$2.5522	$51,044.00
SWEETWATER AUTHORITY	OPERATIONS CENTER		REGULAR UNLEADED GASOLINE	36,000	(–) $0.		OR	(+) $0.	$0.0190	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2415	$80,694.00
SWEETWATER AUTHORITY	OPERATIONS CENTER		ULTRA LOW SULFUR DIESEL NO. 2	14,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2550	(–) $0.		OR	(+) $0.		$2.6775	$37,485.00
SWEETWATER AUTHORITY	PERDUE WATER TREATMENT PLANT		ULTRA LOW SULFUR DIESEL NO. 2	2,600	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.4087	(–) $0.		OR	(+) $0.		$2.8312	$7,361.12

SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	12,000	(–) $0.		OR	(+) $0.	$0.0180	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2405	$26,886.00
SWEETWATER UNION HIGH SCHOOL DISTRICT	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	240,000	(–) $0.		OR	(+) $0.	$0.0210	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4435	$586,440.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO		PREMIUM UNLEADED GASOLINE	140,000	(–) $0.		OR	(+) $0.	$0.0107	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2332	$312,648.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK		REGULAR UNLEADED GASOLINE	83,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1700	(–) $0.		OR	(+) $0.		$2.3925	$198,577.50
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO		ULTRA LOW SULFUR DIESEL	10,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1700	(–) $0.		OR	(+) $0.		$2.5925	$25,925.00
ZOOLOGICAL SOCIETY OF SAN DIEGO	SAN DIEGO ZOO SAFARI PARK		ULTRA LOW SULFUR DIESEL NO. 2	28,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1700	(–) $0.		OR	(+) $0.		$2.5925	$72,590.00
VALLEY CENTER-PAUMA USD	TRANSPORTATION DEPARTMENT		REGULAR UNLEADED GASOLINE	23,090	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2182	(–) $0.		OR	(+) $0.		$2.4407	$56,355.76
VALLEY CENTER-PAUMA USD	TRANSPORTATION DEPARTMENT		ULTRA LOW SULFUR DIESEL NO. 2	40,659	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2182	(–) $0.		OR	(+) $0.		$2.6407	$107,368.22
CITY OF ESCONDIDO	PUBLIC WORKS TANK 1		REGULAR UNLEADED GASOLINE	220,000	(–) $0.		OR	(+) $0.	$0.0216	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2441	$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 2		REGULAR UNLEADED GASOLINE	220,000	(–) $0.		OR	(+) $0.	$0.0216	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2441	$493,702.00
CITY OF ESCONDIDO	PUBLIC WORKS TANK 3		ULTRA LOW SULFUR DIESEL	50,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2125	(–) $0.		OR	(+) $0.		$2.6350	$131,750.00
CITY OF ESCONDIDO	LAKE WOHLFORD		REGULAR UNLEADED GASOLINE	1,800	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2950	(–) $0.		OR	(+) $0.		$2.5175	$4,531.50
CITY OF ESCONDIDO	HARRF TANK 1		ULTRA LOW SULFUR DIESEL	2,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.4250	(–) $0.		OR	(+) $0.		$2.8475	$5,695.00
CITY OF ESCONDIDO	HARRF TANK 2		ULTRA LOW SULFUR DIESEL	1,200	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.4250	(–) $0.		OR	(+) $0.		$2.8475	$3,417.00
CITY OF ESCONDIDO	HARRF TANK 3		ULTRA LOW SULFUR DIESEL	1,200	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.4250	(–) $0.		OR	(+) $0.		$2.8475	$3,417.00
CITY OF ESCONDIDO	LIFT STATION 1		DIESEL - RED	600	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$1.7000	(–) $0.		OR	(+) $0.		$4.1225	$2,473.50
CITY OF ESCONDIDO	LIFT STATION 2		DIESEL - RED	200	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$1.7000	(–) $0.		OR	(+) $0.		$4.1225	$824.50
CITY OF ESCONDIDO	LIFT STATION 3		DIESEL - RED	300	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$1.7000	(–) $0.		OR	(+) $0.		$4.1225	$1,236.75
CITY OF ESCONDIDO	LIFT STATION 11		DIESEL - RED	160	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$1.7000	(–) $0.		OR	(+) $0.		$4.1225	$659.60
CITY OF ESCONDIDO	POLICE SHOOTING RANGE		DIESEL - RED	500	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$1.9444	(–) $0.		OR	(+) $0.		$4.3669	$2,183.45
CITY OF ESCONDIDO	FIRE STATION 1		ULTRA LOW SULFUR DIESEL	13,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.3542	(–) $0.		OR	(+) $0.		$2.7767	$36,097.10
CITY OF ESCONDIDO	FIRE STATION 2		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CITY OF ESCONDIDO	FIRE STATION 3		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CITY OF ESCONDIDO	FIRE STATION 4		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CITY OF ESCONDIDO	FIRE STATION 5		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CITY OF ESCONDIDO	FIRE STATION 6		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CITY OF ESCONDIDO	FIRE STATION 7		ULTRA LOW SULFUR DIESEL	3,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.9770	(–) $0.		OR	(+) $0.		$3.3995	$10,198.50
CHULA VISTA ESD	EDUCATION CENTER		REGULAR UNLEADED GASOLINE	29,700	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1275	(–) $0.		OR	(+) $0.		$2.3500	$69,795.00
CHULA VISTA ESD	EDUCATION CENTER		ULTRA LOW SULFUR DIESEL	16,000	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.1275	(–) $0.		OR	(+) $0.		$2.5500	$40,800.00
CHULA VISTA ESD	CORPORATE YARD		REGULAR UNLEADED GASOLINE	4,000	(–) $0.		OR	(+) $0.	$0.0210	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2435	$8,974.00
CHULA VISTA ESD	CORPORATE YARD		ULTRA LOW SULFUR DIESEL	76,800	(–) $0.		OR	(+) $0.	$0.0189	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.4414	$187,499.52
SAN DIEGO ST UNIV	FACILITIES		REGULAR UNLEADED GASOLINE	53,200	(–) $0.		OR	(+) $0.	$0.0210	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.		$2.2435	$119,354.20
SAN DIEGO ST UNIV	FACILITIES		ULTRA LOW SULFUR DIESEL-RED	2,700	(–) $0.		OR	(+) $0.		(–) $0.		OR	(+) $0.	$0.2429	(–) $0.		OR	(+) $0.		$2.6654	$7,196.58
																			Total (All Agencies)	**$31,558,317.78**

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 5 **June 16, 2021** **File No. 0600-10, A-3156**

SUBJECT: Consulting Agreement with AdminSure Inc., to Provide Claims Administration Services for the City's Workers' Compensation Program

DEPARTMENT: Human Resources/Benefits & Workers' Compensation Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-83 authorizing the Mayor to execute a five-year Agreement with AdminSure to provide third party administrator services for the City of Escondido ("City") Workers' Compensation Program.

FISCAL ANALYSIS:

The five-year Agreement with AdminSure shall not exceed $1,420,728.

PREVIOUS ACTION:

On June 24, 2015, Council adopted Resolution 2015-112 authorizing the Mayor to execute an Agreement with AdminSure to provide third-party administrator services for the City's Workers' Compensation Program for a one-year term and the option for four additional one-year extensions. Although the City intended to seek Request for Proposals for the administration of the City's Workers' Compensation Program in 2020, City resources were devoted to addressing the emergency created by the COVID-19 pandemic. Therefore, on June 3, 2020, Council adopted Resolution 2020-73 authorizing the Mayor and City Clerk to execute a one-year extension of the AdminSure Agreement, which expires on July 31, 2021.

BACKGROUND:

The City has an Agreement with AdminSure to manage workers' compensation claims. AdminSure services include: opening, reviewing, and closing workers' compensation claims; reviewing claims to control costs; storing all documentation related to claims on a secured online system; completing medical reviews; and, working with the City Attorney's office on litigation and settlement matters.

With the Agreement with AdminSure expiring on July 31, 2021, the City issued a Request for Proposal to prospective bidders in January 2021. Based on the responses to the Request for Proposal and oral presentations made to the interview panel, staff would like to continue the consistency and efficiency that AdminSure provides in handling the City's workers' compensation claims and have AdminSure continue as the third party administrator for an additional five years effective August 1, 2021.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Jessica Perpetua, Director of Human Resources
06/09/21 6:22 p.m.

ATTACHMENTS:

1. Resolution No. 2021-83
2. Resolution No. 2021-83 Exhibit “A” – Consulting Agreement with AdminSure Inc.

RESOLUTION NO. 2021-83

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 CONTRACT WITH ADMINSURE TO PROVIDE THIRD PARTY ADMINISTRATOR SERVICES FOR THE CITY OF ESCONDIDO'S WORKERS' COMPENSATION PROGRAM

WHEREAS, the City of Escondido ("City") contracts for third party administration of its workers' compensation program; and

WHEREAS, currently, the City has an agreement with AdminSure to serve as the third party administrator for the City's workers' compensation program and said agreement will expire on July 31, 2021; and

WHEREAS, based on the responses to the Request for Proposal and oral presentations made to the interview panel, staff recommends AdminSure to continue as the third party administrator for the City's workers' compensation program, effective August 1, 2021.

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

1. That the above recitations are true.

2. That the Mayor is authorized to execute, on behalf of the City, a five-year contract with AdminSure to provide third party administrator and bill review services for the City of Escondido workers' compensation program. A copy of the proposed contract is attached to this Resolution as Exhibit "A" and is incorporated by this reference.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Patrice Russell
760-839-4865
("CITY")

And: AdminSure, Inc.
a California corporation
3380 Shelby St.
Ontario, CA 91764
Attn: Alithia Vargas-Flores
909-396-5814
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to act as the administrator of City's workers' compensation program;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **$1,420,728**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

    a. Each individual listed on Attachment "B" must file (i) a Statement of Economic Interests Form 700 ("Form 700") pursuant to the California Political Reform Act of 1974 within 30 days of commencing work pursuant to this Agreement and (ii) a "leaving office" Form 700 within 30 days of concluding work pursuant to this Agreement. If the term of this Agreement extends beyond one year, each individual listed on Attachment "B" must file a Form 700 on an annual basis for each subsequent term year on or before the first of April. The CITY may require each individual listed on Attachment "B" to assist the CITY in completing a Form 805 to identify consultants that make or participate in making governmental decisions and identify the consultants' disclosure requirements. The Clerk's Office will coordinate Form 700 and 805 completion on the CITY's behalf.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. Insurance Requirements.

    a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work,

by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

(1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

(2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

(3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the

Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

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

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE TO FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Paul McNamara
Mayor

AdminSure Inc.

Date: _____

_____
Alithia Vargas – Flores
President

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

AdminSure Inc., a California corporation ("Consultant"), will provide the City of Escondido, a California municipal corporation ("City",) with workers' compensation program (the "Program") administration services.

B. Location

Consultant to provide services at various locations including Consultant's office located at 3380 Shelby St., Ontario, CA 91764.

C. Services

1. PERIODIC MEETINGS. Consultant shall meet with the City staff periodically to:
   a. Assist City staff in developing internal procedures for the Program;
   b. Provide orientation and training to personnel involved in the administration of the Program; and
   c. Discuss specific claims and general trends in the Program.

2. ADVISORY SERVICES. Consultant shall provide the City information regarding the adoption, amendment, or repeal of all statutes, rules, and regulations, which may directly affect the Program.

3. REQUIRED FORMS. Consultant shall provide the City with all forms required by the state in connection with the Program.

4. CLAIMS ADMINISTRATION. Consultant shall comply with all performance standards of the City's excess insurer. Consultant shall also comply with the City's workers' compensation claims administration standards, but under no circumstances are the City's workers' compensation claims administration standards to be construed as having precedence over the performance standards of the City's excess insurer. Consultant shall also have the authority and responsibility to provide claims administration services, which include:
   a. Each examiner acting on behalf of Consultant shall have a caseload within a range of 150-165 open indemnity claims, which includes future medical claims. If the caseload contains medical only claims, two medical only claims shall equal one active indemnity claim.
   b. Establishing an electronic claim file and computer database record upon receipt of an injury report within two business days for each claim.
   c. The Consultant shall contact the City within two business days of receipt of notice of a claim by any source to conduct an initial and meaningful investigation. Such contact with the City shall be clearly documented in the computer system.
   d. When a claim reaches one-half of the City's self-insured retention ("SIR"), the Consultant shall report to the City every 90 calendar days regarding the status of the claim. Such report shall include a status of the claim, the examiner's plan of action for future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, vocational rehabilitation, medical and expense categories.
   e. Setting and updating reserves, which are monies set aside to pay the cost of claims in case of injury, disability or death arising in the course of work-related duty.
   f. Initiating and maintaining contact with injured workers within one business day. Same day is preferable. All written correspondence from employees will be responded to within five calendar days of receipt.

ATTACHMENT "A"

Scope of Work

g. Consultant shall promptly initiate investigation of issues identified as material to potential litigation. The City shall be alerted to the need for an outside investigation as soon as possible and the City will appoint an investigator. The City shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the computer system.
h. Consultant shall obtain authority from the City to delay or deny a claim. The City's authorization shall be clearly documented in the applicable claim file or in the computer system. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file within 14 business days of the receipt of the notification of the loss. Delay of benefit notices shall be mailed in compliance with the Division of Industrial Relations' guidelines. Copies of benefit notices will be maintained in the applicable claim file or stored in an electronic file. In no case shall a final compensability decision be extended beyond 9 calendar days from the City's knowledge of the claim.
i. Preparing and issuing benefit notices, if applicable.
j. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
k. Performing all utilization review services and communicating decisions to approve, modify, or deny medical treatment in accordance with state law.
l. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
m. Auditing and reviewing all medical bills utilizing the Official Medical Fee Schedule ("OMFS"), Inpatient Hospital Fee Schedule ("IHFS") and Preferred Provider Organizations ("PPO") while paying all properly adjusted medical bills in a timely and accurate manner.
n. Paying mileage or medical reimbursements to injured workers.
o. The initial indemnity payment or voucher will be issued and mailed to the injured worker together with a properly completed Division of Workers' Compensation ("DWC") benefit notice within 14 calendar days of the first day of disability. Late payments must include the self-imposed penalty in accordance with the law. If late due to Consultant, Consultant assumes all late payment penalties.
p. All indemnity payments or vouchers subsequent to the first payment will be verified, except for those payments where disability is expected beyond 90 calendar days in which case payments will be verified in 90-day increments. All disability payments will be issued in compliance with the law.
q. Arranging medical exams in conformance with state law to determine whether an injured worker's medical condition is permanent and stationary [reached Maximum Medical Improvement ("MMI")] and what, if any, permanent disability exists.
r. Paying the permanent disability compensation in accordance with the law.
s. The Consultant shall review, compute and pay all informal ratings, death benefits, life pensions, Findings and Awards or Compromise and Release settlements. Payments on Awards, computations, or Compromise and Release agreements shall be issued within 10 business days or sooner if necessary to ensure payment within 20 calendar days of the Workers' Compensation Appeals Board ("WCAB") approval date, following receipt of the appropriate document.
t. Arranging for attorney representation of the City whenever the need arises.
u. Monitoring attorneys and assisting them in preparing cases.
v. Auditing and paying legal expenses.
w. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
x. Auditing and paying vocational rehabilitation expenses.

ATTACHMENT "A"

Scope of Work

y. Preparing and issuing Supplemental Job Displacement Benefits ("SJDB") notices and benefits.
z. Upon specific City request, the Consultant shall arrange for an informal disability rating such as "speed rating" whenever to avoid WCAB litigation. The Consultant shall take advantage of any potential apportionment potential to prior claims, disabilities, and impairments. The Consultant shall also advise the City of potential credits and penalties to permanent disability benefits should the City accommodate permanent/alternative work for at least 12 months.
aa. Preparing and issuing the permanent disability compensation notices.
bb. The Consultant will pursue all subrogation involving responsible third-parties and work closely with City staff to resolve subrogation issues. The Consultant is not authorized to file litigation without consent of the City. The City must approve all settlements. The City will provide specific language to incorporate in any subrogation settlement. Consultant is responsible for protecting any and all statute of limitations and must notify City staff in writing no later than 60 days prior to expiration of the statute. The City retains the right to handle any subrogation issue it deems appropriate. The City requires copies of all subrogation correspondence.
cc. Notifying the City and excess insurers of all claims that exceed or may exceed the self-insurance retention. All cases that meet the established reporting criteria are to be reported within five business days of the day on which it is known the criterion is met. Consultant shall comply with all performance standards of the Client's excess insurer, if any. The Consultant shall also comply with the Consultant's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the City's excess insurer, if any.
dd. Obtaining settlement authority and negotiating settlement on appropriate claims.
ee. Attending all hearings that are required by law.
ff. The Consultant's claim supervisor shall review all inactive medical only files open beyond 90 days from the date of entry by the Consultant for potential closure or conversion to indemnity status. Inactive is defined as those claims with no payment, reserve, or file note activity during the prior 60 days. Claims with $5,000 or more paid-to-date on any medical only claim open beyond 180 calendar days from the date of Consultant entry shall be converted to indemnity status and a reasonable, precautionary indemnity reserve placed on the claim. All indemnity cases, where permanent disability is not an issue, will be closed within 60 calendar days of the final financial transaction or final correspondence to the injured worker as required by law. All indemnity claims, where permanent disability is an issue, will remain open for two years from the date of the last payment of benefit, then closed within 60 calendar days of that date.

5. TRUST FUND ACCOUNT. The City and Consultant agree that the City shall establish and maintain a Workers' Compensation Trust Fund Account ("Trust Fund Account") from which all Workers' Compensation benefits and expenses are to be paid. Consultant shall administer the Trust Fund Account in a prudent and reasonable manner in accordance with federal and state law and City policy. The Consultant shall report to the City monthly, or as needed, all Trust Fund Account transactions and upon request provide the City copies of any document associated with the Trust Fund Account. The Consultant shall ensure sufficient money is in the Trust Fund Account, at a level determined by the City and Consultant, to ensure adequate funds are available to meet all prompt payment standards required by law. Consultant shall request that the City transfer additional funds to replenish the Trust Fund Account whenever the funds available balance drops below $50,000. Consultant shall also request that the City prefund any medical, settlement or other anticipated payments in excess of $25,000 to minimize the cash flow impact on the Trust Fund Account. Consultant shall collect any overpayment of benefits or

ATTACHMENT "A"
Scope of Work

expenses made to claimants, vendors or other parties. Consultant shall not charge for any financial costs associated with establishing and administering the Trust Fund Account including any bank or check printing charges.

a. Consultant shall prepare checks and issue those checks directly to payees without delay.
b. Consultant shall sign checks with a facsimile signature or manually.
c. Consultant shall secure checks in a locked area accessible to a limited number of personnel.
d. The City shall maintain an adequate balance in their trust account to meet all Workers' Compensation obligations without delay.
e. The trust account may be used to pay penalties in which case the Consultant shall reimburse the City within 15 working days for any amount of the penalty that the Consultant caused.

6. ELECTRONIC DATA PROCESSING. Consultant shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within 10 days following the close of each calendar month. Consultant will also work with the City to develop ad hoc and other specialized reports as requested.

7. REGULATORY REPORTING. Consultant shall prepare all reports required by state and federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.

8. RECORDS. Consultant shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the City. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by Consultant for five years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all data, records, etc. Consultant shall not dispose of or destroy hard files without the prior, written authorization of the City.

9. OBLIGATIONS OF THE CITY. The City will perform the following:
   a. Submit all reports of work injury to Consultant in a timely manner not to exceed two business days of the City's knowledge of the injury.
   b. Respond to the Consultant's requests for information and authority within five days of such requests.
   c. Provide information that is accurate and is in a form specified by the Consultant.
   d. Grant settlement authority to Consultant in advance of WCAB, Rehabilitation, and legal hearings, or be available by phone or in person during same.

10. OTHER.
    a. Claim Review.
       i. All claims files shall be reviewed at least every 45 calendar days for active claims and at least every 90 days for claims that have settled but are open for the employee's future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the electronic notes. A plan of action will be included and separately labeled in the file notes during a diary review. The plan of action shall include, but not be limited to, the employee's current work status, medical status, review of reserves, and future activity to move the claim towards resolution. Consultant shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.

ATTACHMENT "A"

Scope of Work

ii. The Consultant's claim supervisor shall conduct a diary review within 14 days of receipt of a claim, a subsequent review within 90 days on all active indemnity claims, and every 180 days thereafter. Interval of review may be reduced based on the status of the claim.

b. Claim Supervision. The Consultant shall provide supervisory staff that will regularly review the work product of the examiners. The supervisor shall review at least 10% of each examiner's caseload each month to ensure each examiner is following the performance standards outlined in this Agreement. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of $100,000 and all problem or complex claims. Such reviews shall be labeled as "Supervisor Review" and clearly documented in the electronic notes. Future medical claims will remain current on the supervisory diary every 180 days.

c. Claim Reconciliation. All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payments were made in the correct amount and from the correct claim file. The physical file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for settlement authorization and at the time of submission for closure. Proof of the reconciliation should remain in the claim file and clearly documented in the computer system.

d. Future Medical Claims. Claims that remain open to monitor future medical care shall remain open for two years from the last payment of benefit. Reviews shall be documented in the claim notes to include settlement information, permanent work restrictions, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history. Reserves for future medical treatment will be reviewed every six months and adjusted for use over a three year average and the injured employee's life expectancy based on the latest version of the U.S. Life Table. The reason(s) and calculation(s) for the adjustment(s) shall be clearly documented in the electronic notes.

e. Litigated Cases. The City Attorney's Office is responsible for hiring and overseeing outside attorneys representing the City in litigated workers' compensation matters. The City will designate a panel of attorneys to handle litigated cases. In such cases, the City is the client and as such is entitled to direct the handling of the litigated claims and must receive all legal correspondence. Further, Consultant will not communicate directly with outside counsel without inclusion of City staff. Consultant will follow all protocols required by the City regarding communication with defense attorney. City Attorney oversight of litigated cases includes, but is not limited to, oversight of legal services provided by outside counsel, bill review, approval and payment. Consultant will document all payments made by the City to each claim file.

f. WCAB Hearings. Consultant must have approval from the City Attorney regarding representation of the City at WCAB hearings. The City retains the right to determine who will appear to represent the City.

g. Settlement. The City must pre-approve all settlements or structured settlements prior to entering into any settlement discussions with claimants or applicant attorneys. The City has an established settlement process that must be adhered to. The settlement process is a written process and must be started well in advance of anticipated Mandatory

ATTACHMENT "A"
Scope of Work

Settlement Conferences or trials. The City retains the right to assign potential claims to a structured settlement broker.

h. Computer Access. Consultant shall provide online access at no additional charge to the City of Escondido and/or designated representatives. Such data shall be in a format accessible from the Consultant's computers and will permit the Consultant to print copies of the data on its printers. Consultant shall provide training for use of the computer system at no additional charge.

i. Availability of Personnel.
   i. Consultant shall provide designated adjusters to handle the City of Escondido's claims. These adjusters shall be solely designated to the City's account. One adjuster must have at least five years of California workers' compensation claims experience with an organization of similar size and complexity as the City. This adjuster must be a "senior" adjuster and must be state certified to administer self-insured workers' compensation claims. The second adjuster must have a minimum of two years of California workers' compensation claims experience with an organization of similar size and complexity as the City.
   ii. The City's prior written consent is required for any change of an adjuster working on the City's account. The City has the right to request a change of adjuster and be involved in the selection and/or replacement of the adjuster. The City will not interfere with any progressive discipline and/or personnel issues that may warrant a change of adjusters. When the adjuster is off on an extended leave the City must be notified of who will cover the workload. In the event of a same day absence, the City must be notified of the absence by 9 a.m. the same day.
   iii. Consultant shall maintain at all times, one or more of the adjusters assigned to the City's claims, or in their absence, the supervisor or management above the supervisory level, to be available by telephone for emergencies through a 24-hour emergency telephone number.

D. Scheduling

Inquires relating to this Agreement, including scheduling and coordination with City staff, may be directed to Patrice Russell at 760-839-4865 or prussell@escondido.org.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed **$1,420,728**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

Payment of the contract price will be subject to the following monthly rates, which shall remain in effect throughout the term of this Agreement:

a. Year 1. For the first year, August 1, 2021 through July 31, 2022, of this Agreement, the City shall pay the Consultant $22,300 per month for Claims Administration Services rendered under this Agreement.

ATTACHMENT "A"

Scope of Work

b. Year 2. For the second year, August 1, 2022 through July 31, 2023, of this Agreement, the City shall pay the Consultant $22,969 per month for Claims Administration Services rendered under this Agreement.

c. Year 3. For the third year, August 1, 2023 through July 31, 2024, of this Agreement, the City shall pay the Consultant $23,658 per month for Claims Administration Services rendered under this Agreement.

d. Year 4. For the fourth year, August 1, 2024 through July 31, 2025, of this Agreement, the City shall pay the Consultant $24,368 per month for Claims Administration Services rendered under this Agreement.

e. Year 5. For the fifth year, August 1, 2025 through July 31, 2026, of this Agreement, the City shall pay the Consultant $25,099 per month for Claims Administration Services rendered under this Agreement.

The City shall allow Consultant to perform all bill review services. Bill review services will be provided at a rate of $10 per bill, and when applicable, plus $0.60 for e-bill/Optical Character Recognition ("OCR"). When applicable, preferred provider organization and negotiation resolution service fees shall not exceed 25% of savings. Consultant shall not charge additional fees for online access, reports, or for transmission of medical billing information to Workers' Compensation Information System ("WCIS") as required by state law; i.e. Medical Bill Review Electronic Data Interchange ("EDI").

The City will allow Consultant to perform all utilization review services. Utilization review fees are incorporated into bill review invoices at the rate of 5% of billed charges capped at $750 per bill reviewed/reported. Utilization review by a physician is billed separately in 10-minute increments, at the rate of $200 per hour.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **July 31, 2026**.

G. Other

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

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Alithia Vargas-Flores, President, Adminsure; and

2. Linda Jones, Workers' Compensation Claims Manager; and

3. Barbara Schweers, Workers' Compensation Claims Adjuster; and

4. Tatiana Izurieta, Workers' Compensation Claims Lead

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____ _____

[CONSULTANT Name/Title]

ATTACHMENT “B”

Personnel List

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 6 **June 16, 2021** **File No. 0740-30**

SUBJECT: Memorandum of Understanding between the City of Escondido and the Non-Sworn Police ("NSP") Bargaining Unit

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-92, approving the execution of a Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Non-Sworn Police ("NSP") Bargaining Unit, for a three-year contract extension, commencing July 1, 2021, through June 30, 2024.

It is also requested that the City Council approve a budget adjustment appropriating $66,140 to account for the increased contract costs in FY2021/22.

FISCAL ANALYSIS:

The cost to the General Fund for Fiscal Year 2020/21 is $66,140. The total cost over the three-year contract is $216,804. It is anticipated that use of the CalPERS Section 115 Trust will be a major factor, along with other decisions regarding the General Fund, in covering the costs of this contract.

PREVIOUS ACTION:
On July 15, 2020, the City Council voted to adopt an MOU between the NSP Bargaining Unit and the City for a one-year term that will expire on June 30, 2021.

BACKGROUND:

City staff and the NSP Bargaining Unit have reached a three-year labor agreement that will cover terms and conditions of employment and meet important objectives for each of the parties. Both parties understand the importance of maintaining good labor relationships to serve the community. Additionally, this Agreement provides a framework of cooperation as the City continues to grapple with the structural budget deficit and explore a possible revenue measure in 2022. On May 27, 2021, members of the NSP Bargaining Unit voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Jessica Perpetua, Director of Human Resources
06/10/21 9:10 a.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2021-92
3. Resolution No. 2021-92 – Exhibit “A”

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: June 16, 2021

Department: Finance

Division: _____

Project/Budget Manager: Christina Holmes (Name) 4620 (Extension)

Council Date (if applicable): June 16, 2021 (attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Regular Full-Time	5001-001-500	57,130	
Other Employee Overhead	5025-001-500	900	
PERS - Normal Cost	5026-001-500	6,310	
Workers Compensation	5028-001-500	1,620	
Flexible Benefits	5030-001-500	180	
Fund Balance - General Fund	3050-001-000		66,140

Explanation of Request:

FY2021/22 increased contract costs due to approval by the City Council of the Memorandum of Understanding between the City and the Police Officers' Association Non-Sworn Bargaining Unit

APPROVALS

DocuSigned by: Christina Holmes 6/8/2021
Department Head — DocuSigned by: 60C8E88A934247C... — Date

City Manager — Date

DocuSigned by: Jodi Coco 6/8/2021
Finance — F22DD68BFC2B4F3... — Date

City Clerk — Date

Distribution (after approval): Original: Finance

FM\105 (Rev.11/06)

RESOLUTION NO. 2021-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY'S NEGOTIATING TEAM TO EXECUTE, ON BEHALF OF THE CITY, A MEMORANDUM OF UNDERSTANDING WITH THE NON-SWORN POLICE ("NSP") BARGAINING UNIT

July 1, 2021 – June 30, 2024

WHEREAS, negotiating teams from the City of Escondido ("City") and the Non-Sworn Police ("NSP") Bargaining Unit, have been duly appointed and have been conducting meet-and-confer sessions with respect to matters affecting both parties; and

WHEREAS, a successor Memorandum of Understanding ("MOU") between the City and the Non-Sworn Police ("NSP") Bargaining Unit ("Union"), is necessary as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, it is the intent of the successor MOU to provide for continuation of the harmonious relationship between the City and the Union; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a successor MOU and certain other modifications.

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's negotiating team is authorized to execute, on behalf of the City and the City Council, a successor MOU extending the term of the MOU through

June 30, 2024, and also including terms as set forth in Exhibit “A,” which is attached to this Resolution and incorporated by this reference.

City of Escondido
Non-Sworn Police Bargaining Unit
Successor Memorandum of Understanding
July 1, 2021 – June 30, 2024

1. **Article 12 Term of Agreement, Section 12.01 Term**
   July 1, 2021 through and inclusive of June 30, 2024. All terms and conditions of the MOU will be continued as set forth in the current MOU, except for those sections which must be amended per the new contract terms.

2. **Article 2 Salaries and Compensation, Section 2.02 Salary**
   Public Safety Dispatcher and Public Safety Shift Supervisor classifications will have the base salary adjusted by the following amounts the first full pay period in July of the following years:

   a. 2021 – 2.5% base salary increase
   b. 2022 – 2.0% base salary increase
   c. 2023 – 2.0% base salary increase

   Community Service Officer classifications will have the base salary adjusted by the following amounts the first full pay period in July in the following years:

   a. 2021 – 5.0% base salary increase in exchange for the elimination of Specialty Pay under Sections 2.10 and 2.11
   b. 2021 – 2.0% base salary increase
   c. 2022 – 2.0% base salary increase
   d. 2023 – 2.0% base salary increase

3. **Article 2 Salaries and Compensation, Section 2.02 Salary, Salary Comparison Studies:**
   The City and the NSP Bargaining Unit agree to a method to formulate reasonable salary comparisons for use in studies where salary comparisons are made with other agencies for Public Safety Dispatcher and Public Safety Shift Supervisor classifications.

   A weighted salary comparison figure will be derived by:
   - Calculating the number of incumbents at Step 5 or below
   - Calculating the number of incumbents at Step 6
   - Applying the percentage ratio of incumbents at each level to the current hourly rates for Step 5 and Step 6
   - Combining the Step 5 and 6 ratios to create a total weighted hourly rate

4. **Article 2 Salaries and Compensation, Section 2.10 Investigation/Callout Pay and Section 2.11 Specialty Pay**
   Elimination of Investigation/Callout Pay and Specialty Pay to reflect the pay equivalent of a single section to Community Service Officer base rate of pay, as outlined in Article 2, Section 2.02 Salary.

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 7 **June 16, 2021** **File No. 0740-30**

SUBJECT: Memorandum of Understanding between the City of Escondido and the Maintenance and Operations Bargaining Unit, Teamsters' Local 911

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-99, approving the execution of a Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Maintenance and Operations Bargaining Unit, Teamsters' Local 911, for a two-year term commencing July 1, 2021, through June 30, 2023.

It is also requested that the City Council approve a budget adjustment appropriating $668,080 to account for the increased contract costs in FY2021/22.

FISCAL ANALYSIS:

The total cost over the two-year contract is $314,240 to the General Fund and $982,635 to all other funds. The cost to the General Fund for Fiscal Year 2021/22 is $191,560. It is anticipated that use of the CalPERS Section 115 Trust will be a major factor, along with other decisions regarding the General Fund, in covering the costs of this contract.

PREVIOUS ACTION:

On May 16, 2018, the City Council voted to adopt the MOU between the City and the Maintenance and Operations Bargaining Unit, Teamsters' Local 911, for a three-year term that expires on June 30, 2021.

BACKGROUND:

City staff and the Maintenance and Operations Bargaining Unit, Teamsters' Local 911 have reached a two-year labor agreement that will cover terms and conditions of employment and meet important objectives for each of the parties. Both parties understand the importance of maintaining good labor relationships to serve the community. Additionally, this Agreement provides a framework of cooperation as the City continues to grapple with the structural budget deficit and explore a possible revenue measure in 2022. On June 9, 2021, members of the Maintenance and Operations Bargaining Unit, Teamsters' Local 911 voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Jessica Perpetua, Director of Human Resources
06/10/21 9:10 a.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2021-99
3. Resolution No. 2021-99 – Exhibit "A"

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: June 16, 2021

Department: Finance

Division:

Project/Budget Manager: Christina Holmes (Name) 4620 (Extension)

Council Date (if applicable): June 16, 2021 (attach copy of staff report)

For Finance Use Only

Log #

Fiscal Year 2022

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Regular Full-Time	5001-001-102	2,810	
Other Employee Overhead	5025-001-102	50	
PERS – Normal Cost	5026-001-102	230	
Workers' Comp	5028-001-102	190	
Regular Full-Time	5001-001-103	58,560	
Other Employee Overhead	5025-001-103	910	
PERS – Normal Cost	5026-001-103	5,030	
Workers' Comp	5028-001-103	3,470	
Regular Full-Time	5001-001-403	102,780	
Other Employee Overhead	5025-001-403	1,600	
PERS – Normal Cost	5026-001-403	9,680	
Workers' Comp	5028-001-403	6,250	
Fund Balance – General Fund	3050-001-000		191,560
Regular Full-Time	5001-555-410	177,940	
Other Employee Overhead	5025-555-410	2,770	
PERS – Normal Cost	5026-555-410	14,320	
Workers' Comp	5028-555-410	10,410	
Regular Full-Time	5001-555-414	15,390	
Other Employee Overhead	5025-555-414	240	
PERS – Normal Cost	5026-555-414	1,420	
Workers' Comp	5028-555-414	1,020	

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Fund Balance – Water Fund	3050-555-000		223,510
Regular Full-Time	5001-558-420	157,820	
Other Employee Overhead	5025-558-420	2,460	
PERS – Normal Cost	5026-558-420	13,410	
Workers' Comp	5028-558-420	9,220	
Regular Full-Time	5001-558-422	7,030	
Other Employee Overhead	5025-558-422	110	
PERS – Normal Cost	5026-558-422	570	
Workers' Comp	5028-558-422	460	
Wastewater Fund Balance	3050-558-000		191,080
Regular Full-Time	5001-650-450	23,160	
Other Employee Overhead	5025-650-450	360	
PERS – Normal Cost	5026-650-450	2,100	
Workers' Comp	5028-650-450	1,490	
Fund Balance – Build Maint	3050-650-000		27,110
Regular Full-Time	5001-653-715	30,280	
Other Employee Overhead	5025-653-715	470	
PERS – Normal Cost	5026-653-715	2,410	
Workers' Comp	5028-653-715	1,660	
Fund Balance – Fleet Services	3050-653-000		34,820

Explanation of Request:

FY 2021/22 increased contract costs due to approval by the City Council of the Memorandum of Understanding between the City and the Maintenance and Operations Bargaining Unit.

APPROVALS

DocuSigned by:
Christina Holmes 6/8/2021
Department Head — DocuSigned by: 08C8508A084947C... — Date

City Manager — Date

DocuSigned by:
Jodi Coco 6/8/2021
Finance — F22DD68BFC2B4F3... — Date

City Clerk — Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2021-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY'S NEGOTIATING TEAM TO EXECUTE, ON BEHALF OF THE CITY, A MEMORANDUM OF UNDERSTANDING WITH THE MAINTENANCE AND OPERATIONS BARGAINING UNIT, TEAMSTERS' LOCAL 911

July 1, 2021 – June 30, 2023

WHEREAS, negotiating teams from the City of Escondido ("City") and the Maintenance and Operations Bargaining Unit, Teamsters' Local 911, have been duly appointed and have been conducting meet-and-confer sessions with respect to matters affecting both parties; and

WHEREAS, a successor Memorandum of Understanding ("MOU") between the City and the Maintenance and Operations Bargaining Unit, Teamsters Local 911 ("Union"), is necessary as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, it is the intent of the successor MOU to provide for continuation of the harmonious relationship between the City and the Union; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a successor MOU and certain other modifications.

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's negotiating team is authorized to execute, on behalf of the City and the City Council, a successor MOU extending the term of the MOU through June 30, 2023, and also including terms as set forth in Exhibit "A," which is attached to this Resolution and incorporated by this reference.

City of Escondido
Maintenance and Operations Bargaining Unit, Teamsters' 911
Successor Memorandum of Understanding
July 1, 2021 – June 30, 2023

1. **Article III Term**
   July 1, 2021, through and inclusive of June 30, 2023**.** All terms and conditions of the MOU will be continued as set forth in the current MOU, except for those sections which must be amended per the new contract terms.

2. **Article IV Compensation Policy, Section 1 Wages**
   A. Salary Range Increases
   All classifications in the bargaining unit will have the base salary adjusted by the following amounts the first full pay period in July of the following years:

   a. 2021 – 4.0% base salary increase

   b. 2022 – 2.5% base salary increase

   c. 2022 – 0.5% base salary increase in acknowledgement of 401(k) contributions

3. **Article IV Compensation Policy, Section 1 Wages**
   B. Utility Classification Equity Adjustments
   Benchmark Utility classifications that are 5% or greater below market median will be eligible for a 2.5 or 5.0% salary adjustment with the goal of being within 5% of market median.

4. **Article IV Compensation Policy, Section 18 Confined Space Entry Team**
   Members of the Confined Space Team, upon successful completion of training, will be paid $143.87 per month, paid in equal amounts of $66.40 per pay period, while assigned to the team. In accordance with CalPERS reporting requirements, Confined Space Team specialty pay will be paid and reported as a separate line item from an employee's hourly base rate of pay.

5. **Article IV Compensation Policy, Sections 20-21, 23-25, 28**
   In accordance with CalPERS reporting requirements, certification specialty pay will be paid and reported as a separate line item from an employee's hourly base rate of pay. Classifications eligible for certification pay will receive a flat dollar amount equivalent to five percent (5%) of their monthly base rate of pay, paid biweekly.

6. **Article VI Standby Policy, Section 3 Standby Pay**
   A. Increase standby pay from $200 to $300 for each completed seven (7) day standby assignment, effective the first full pay period of July 1, 2021.

7. **Article V Employee Benefits Program**
   Continue maintenance of health insurance and PERS benefits for the term of the agreement as set forth in Article V, Sections 1 through 7 of the current MOU.

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 8 **June 16, 2021** **File No. 0470-45**

SUBJECT: Reject All Bids for the Kit Carson Park Lighting Project

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-89 rejecting all bids for the Kit Carson Park Lighting project ("Project") and authorizing staff to re-bid the project.

FISCAL ANALYSIS:

The adopted Capital Improvement Program ("CIP") budget, includes $899,534 in Park Development Funds for the construction of this project. Currently $866,320 remains available in the project budget.

BACKGROUND:

The Project includes installation of light fixtures within the Sports Center Complex and surrounding areas of Kit Carson Park. The project will also add and replace LED fixtures on new and existing poles and under parking lot shade/solar structures, as well as installation of conduit for a future security system.

On June 3, 2021, two (2) sealed bids were received in response to the City Notice Inviting Sealed Bids for the Project, with the following results:

1)	Ace Electric	$1,266,900.00
2)	Precision Electric	$1,340,426.10

After evaluation of the bids submitted, staff recommends that all bids be rejected and the Project be re-bid. The apparent low bid was fifty-eight percent higher than the engineer's estimate of $800,000. Staff recommends that the City Council reject all bids and authorize rebid with a reduced project scope to fit within the available funding.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Julie Procopio, Director of Engineering Services
06/09/21 5:25 p.m.

ATTACHMENTS:
1. Resolution No. 2021-89

RESOLUTION NO. 2021-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REJECTION OF ALL BIDS FOR THE KIT CARSON PARK LIGHTING PROJECT

WHEREAS, the City of Escondido ("City") issued a Notice Inviting Sealed Bids for the Kit Carson Lighting Project ("Project"); and

WHEREAS, the City opened two sealed bids for the Project on June 3, 2021; and

WHEREAS, all bids received were at least fifty-eight percent higher than the Engineer's estimate; and

WHEREAS, City staff will update the bid documents to reduce the scope of work and lower Project costs; and

WHEREAS, the Director of Engineering Services / City Engineer has recommended the rejection of all formal bids.

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 Engineering Services/City Engineer to reject all bids for the Project, reduce scope to fall within available funding, and to re-advertise the Project for new bids.

3. That the City Council approves Resolution No. 2021-89 rejecting all bids received and opened for the Project by the City Clerk on June 3, 2021.

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 9 **June 16, 2021** **File No. 0600-10, A-3058**

SUBJECT: Seventh Amendment to the Consulting Agreement for the Citracado Parkway Improvement Project

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-91, authorizing the Mayor to execute, on behalf of the City, a Seventh Amendment to the Consulting Agreement with Brian F. Smith and Associates, Inc. ("BFSA") for archeological and tribal monitoring services during construction in the amount of $691,064 as required by the Memorandum of Agreement ("MOA") with the Army Corps of Engineers and State Historic Preservation Officer for the Citracado Parkway Extension Project ("Project").

FISCAL ANALYSIS:

Funds in the amount of $31.9 million remain in the Project budget, including a $12.5 million Local Partnership Program grant, a competitive grant selected by Caltrans. The construction phase is anticipated to cost $33 million. The adopted Capital Improvement Program ("CIP") projects additional programming of TransNet and Traffic Impact Fees totaling $6.2 million.

PREVIOUS ACTION:

On August 1, 2012, the City Council approved Phases I and II of archeological work necessary for the Citracado Pkwy project totaling $971,000. On September 9, 2014, the City Council approved the Second Amendment in the amount of $227,438, as necessary to process the large volume of artifacts discovered and to prepare a National Historic Preservation Act Section 106 study. Staff approved Amendments three and four, in the amounts of $18,700 and $12,525 respectively, for continued support during the City's extended four-year resource agency permit application period including preparation of documents requested by Army Corps of Engineers ("Corps") to address concerns of affected Native American tribes. In June 2019, the Corps issued a permit for the subject project, including the MOA with the State Historic Preservation Officer and affected Native American Tribes, which added the requirement to screen all culturally sensitive soils within the project footprint. On December 18, 2019, the City Council approved a Fifth Amendment, in the amount of $392,600, to begin excavating and screening sensitive soils in accordance with the issued MOA, using a mechanized process. On October 28, 2020, the City Council approved a Sixth Amendment in the amount of $399,898.75 to continue excavating and screening culturally sensitive soils to comply with the issued MOA generated by project permits, in advance of construction.

BACKGROUND:

Approval of the Seventh Amendment to the BFSA Consulting Agreement is requested in order to complete construction archeological services specified in the MOA. This contract amendment in the amount of $691,064 allows for monitoring of construction operations by two Native American tribe representatives and the project archeologist. This work includes screening of all excavated soil within culturally sensitive areas inaccessible prior to construction, identification and securing of cultural artifacts, processing, cataloging, relocating and repatriating artifacts within the project area. Authority for the City Manager to approve amendments for identified contingency tasks, if needed, in the amount of $307,455 is also requested.

Project Status:

All resource agency permits necessary for the project have been secured. The Corps has issued a permit and an MOA with the State Historic Preservation Officer and affected Native American Tribes. Preconstruction archeological work in all accessible culturally sensitive areas has been excavated, screened and processed. Screening of soil within the Rincon Water District easement, adjacent to an SDG&E power pole that is being removed, and completion of the SDG&E Pad to aide in their work will be completed during construction.

The relocation of SDG&E transmission facilities necessary for the project has resulted in the need for a Section 851 advice letter filing with the California Public Utilities Commission ("PUC"), which was filed on October 2, 2020, and approved on February 5, 2021. New SDG&E poles required for relocation of transmission facilities in conflict with the project have been received, inspected, and are ready for use. SDG&E designs for relocation work are complete, and coordination with area residents and power shutdowns necessary to complete this work are underway. SDG&E expects to begin relocation of distribution electric facilities in July and transmission electric facilities in August 2021. Once SDG&E completes their relocation, construction of the extension of Citracado Parkway may begin.

This month, staff will be submitting a request to the California Transportation Commission (CTC) to allocate funds for construction at their August 18th meeting. After allocation of funding by the CTC, Caltrans will issue an authorization to proceed with construction and the project will be advertised for bid. Construction is anticipated to begin in Fall 2021, and require approximately 18-months to complete.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Julie Procopio, Director of Engineering Services
06/09/21 5:25 p.m.

ATTACHMENTS:

1. Resolution No. 2021-91
2. Resolution No. 2021-91 Exhibit "A" Amendment Seven

RESOLUTION NO. 2021-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SEVENTH AMENDMENT TO THE CONSULTING AGREEMENT WITH BRIAN F. SMITH AND ASSOCIATES, INC. FOR THE CITRACADO EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Extension Project ("Project"); and

WHEREAS, additional archeological services are requested of Brian F. Smith and Associates, Inc. ("BFSA") for construction work to comply with Project permitting requirements in the amount of $691,064; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Seventh Amendment to the Consulting Agreement with BFSA for archeological services in the amount of $691,064 for the Project.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Seventh Amendment to the Consulting Agreement with BFSA, which is attached and incorporated to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.

3. The City Manager is authorized to approve amendments to the Consulting Agreement in an amount not to exceed $307,455.

CITY OF ESCONDIDO
SEVENTH AMENDMENT TO CONSULTING AGREEMENT

This Seventh Amendment to Consulting Agreement ("Seventh Amendment") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Julie Procopio
760-839-4001
("CITY")

And: Brian F. Smith and Associates, Inc.
a California corporation
14040 Poway Road, Suite A
Poway, CA, 92064
Attn: Brian F. Smith
(858) 679-8218
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated August 22, 2012, which was subsequently amended by a First Amendment dated February 5, 2014, Second Amendment dated September 9, 2014, Third Amendment dated September 13, 2017, Fourth Amendment dated October 1, 2018, Fifth Amendment dated January 14, 2020, and Sixth Amendment dated November 16, 2020 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for cultural resources data recovery for the Citracado Parkway, Andreasen Drive to West Valley Parkway Project, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Seventh Amendment, which is attached hereto and incorporated herein by this reference.

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Seventh Amendment.

2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of $691,064, pursuant to the conditions contained in "Attachment A" to this Seventh Amendment.

3. All other terms of the Agreement not referenced in this Seventh Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Seventh Amendment, this Seventh Amendment shall prevail.

4. This Seventh Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

5. This Seventh Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Seventh Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

6. Unless a different date is provided in this Seventh Amendment, the effective date of this Seventh Amendment shall be the latest date of execution set forth by the names of the signatory below.

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

CITY OF ESCONDIDO

Date: _____

_____
Paul McNamara, Mayor

BRIAN F. SMITH AND ASSOCIATES, INC.

Date: _____

_____
Signature

_____
Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Brian F. Smith and Associates, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with cultural resources data recovery services.

B. Location

Consultant will provide services at various locations, including the proposed extension site between South Andreasen Drive and West Valley Parkway in the City of Escondido.

C. Services

1. Consultant shall provide cultural resources data recovery services for the pre-construction, construction, and post-construction phases of the Cultural Resources Mitigation Monitoring Program (the "Mitigation Program") as required for the approved Environmental Impact Report ("EIR") for the Citracado Parkway Extension Project, and as part of the Memorandum of Agreement ("MOA") attached to the United States Army Corps of Engineers ("USACE") Clean Water Act Section 4041 Permit.
2. Services provided pursuant to this Seventh Amendment shall be in accordance with Consultant's proposal, which is attached hereto as Exhibit 1 to this Scope of Work and incorporated herein by this reference.
3. All services provided pursuant to this Seventh Amendment shall be consistent with the MOA requirements.

D. Scheduling

Inquires relating to services, including scheduling and coordination with City staff, shall be directed to Julie Procopio at 760-839-4001.

E. Contract Price and Payment Terms

The contract price of this Seventh Amendment shall not exceed **$691,064**.The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Seventh Amendment shall be from the Effective Date of the Agreement through December, 2022.

Brian F. Smith and Associates, Inc.
Archaeology / Biology / History / Paleontology / Air Quality / Traffic / Acoustics

April 26, 2021

Julie Procopio, P.E.
Engineering Services Director/City Engineer
City of Escondido
201 North Broadway
Escondido, California 92025

Re: Proposal for Consulting Services for the Citracado Parkway Extension Project Final Mitigation Monitoring Program

Dear Julie:

As we move forward into the construction phase of the Citracado Parkway Extension Project, all tasks related to the approved Mitigation Monitoring and Reporting Program (MMRP) for cultural resources will need to be satisfied. The MMRP is required by the approved Environmental Impact Report for the Citracado Parkway Extension Project and as part of the Memorandum of Agreement (MOA) attached to the United States Army Corps of Engineers (USACE) Section 404 Permit for this project. Brian F. Smith and Associates, Inc. (BFSA) is under contract with the City of Escondido to implement the MMRP and the following proposal (Change Order Request) is submitted to the City to present the scope of work and associated budget needed to complete the remaining mitigation measures.

The mitigation program was previously segregated into three phases of work: Pre-Grading Tasks, Grading Operation Tasks, and Post-Grading Tasks. A great deal of work has already been completed from the list of Pre-Grading Tasks; however, many of those tasks remain in progress because of issues related to the Rincon Water District's (RWD) water pipeline that parallels the Citracado Parkway alignment through the archaeological sites. The scope of work presented below will encompass the remaining tasks needed to achieve the requirements of the mitigation program. The budget for the completion of all tasks is provided after the scope of work.

Scope of Work

The MMRP for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological fieldwork and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseño and Red Tail Environmental for the Kumeyaay. The task to be accomplished by BFSA and the Native American participants are provided below.

Pre-Grading Tasks

1. *Delineation of Archaeological Site Boundaries*: Prior to the start of any construction-related activities, the limits of work in areas associated with archaeological sites shall be staked and delineated with orange construction fencing. This process was initiated for the area of SDI-12,209 in 2020 but will need to be expanded for any construction areas that are near cultural resources. BFSA and the tribal representatives shall further delineate with fencing, as needed, those areas of SDI-8280 and SDI-12,209 that require protection. In addition, the Kumeyaay-Luiseño Preservation Area (KLPA) situated between the east side of Citracado Parkway and west of the Hale Avenue Sewage Treatment Plant shall be staked and fenced to ensure that no construction work takes place within this protected area. BFSA and the Native American representatives will stake the configuration of the KLPA and the City will be responsible for installing permanent fencing at the conclusion of the construction phase of work.

2. *Secure Storage Arrangements*: Prior to the initiation of any construction-related activities or archaeological mitigation work, secure storage containers shall be located in a safe and secure location within the project to accept any human remains and/or associated burial goods/funerary objects. The Native American representatives have requested this secure storage unit to ensure that any human remains are keep safe. Storage units will also support the field archaeological operations.

3. *Prepare Field Laboratory*: Initially, the tribes requested that prior to the initiation of any construction-related activities or archaeological mitigation work, an on-site construction trailer shall be situated at the project to serve as a field laboratory to search for and separate any human remains from the other prehistoric artifacts gathered during the bulk screening process. In 2020, the tribes agreed that cultural materials could be treated at the BFSA laboratory. We will attempt to continue this arrangement and avoid the cost of establishing a lab in the field; however, the budget for a field laboratory will remain in the budget until the tribes concur to allow the treatment of human remains at the BFSA office.

4. *4A. Controlled Grading of Remainder of SDI-12,209*: In 2020, the area of SDI-12,209 Locus 1 within the Area of Potential Effect (APE) was subjected to controlled grading and the graded cultural soil was screened to recover artifacts and human remains. BFSA previously completed approximately 65 percent of the removal of the cultural soil. The areas of cultural soil that remain to be removed prior to grading include:

    - A 20-foot-wide corridor through SDI-12,209 containing the RWD's 14-inch

water main.

- An area around the existing SDG&E power pole (30-foot diameter) adjacent to the flood control berm on the north side of Escondido Creek.
- The proposed location for the relocated SDG&E power pole.
- The area beneath the flood control berm on the north side of Escondido Creek and on the south side of SDI-12,209 may contain cultural deposits. The soil beneath the berm will need to be accessed either before or during construction to determine if cultural deposits extend beneath the berm or if the construction of the berm removed the cultural deposits that may have been there prior to construction. Because this location corresponds to the north bridge abutment, determination of the presence of any cultural deposits will be important to the project schedule.

The areas listed above (with the exception of the area beneath the berm north of Escondido Creek; see 4B below) that will be subjected to controlled grading and screening for human remains is approximately 10,000 square feet. Once the RWD pipeline has been abandoned and the existing SDG&E power pole has been removed, the cultural soil can be removed and processed. As stipulated in the MOA between the City and the USACE, the controlled grading of any cultural deposits will be accomplished by a small piece of equipment, such as a paddle-wheel scraper or a road grader, that will facilitate very shallow cuts of a few inches of the archaeological deposits on each pass. The shallow cuts will be closely monitored to detect any cultural features, human remains, or other anomalies that would require focused archaeological data recovery excavations. Controlled grading will stop when non-cultural formational soil is encountered, or the designed depth of grading has been achieved. All cultural soil generated by this controlled grading process will first be stockpiled north of SDI-12,209 until the screening process can be initiated. All excavated soil will be screened to recover artifacts and human remains. The process for the recovery of cultural material may include mechanical screening followed by water screening.

4B. Contingency Task – Possible Controlled Grading of the Berm Area: The area of the Citracado Parkway alignment at the south side of SDI-12,209 crosses the flood control berm on the north side of Escondido Creek. This berm will be removed for the construction of the north bridge abutment and excavations for construction will penetrate below the bottom of the berm. It is uncertain at this point in time whether or not cultural deposits associated with SDI-12,209 exist beneath the berm. The area beneath the berm that will be affected by excavations is approximately 9,000 square feet. It is our recommendation that following the decommissioning of the RWD pipeline and removal of the SDG&E power pole, a backhoe trench be excavated into the north face of the berm to bisect the feature and expose soil horizon beneath the

berm to a sufficient depth to allow for the examination of soil profiles and make a determination of the status of any cultural deposits that might be exposed. If cultural deposits do exist beneath the berm, this continency task would include the control grading and removal of the cultural soil that would impacted by the bridge excavation and associated grading. The removal of the berm would be completed by the grading contractor, as that soil would not constitute cultural deposits.

5. *Contingency Task – Supplemental Data Recovery, if Required*: Any significant deposits or features associated with the prehistoric occupation at either SDI-12,209 or SDI-8280 that are identified as a consequence of the monitoring of road grading and construction shall be avoided until archaeological test units can be excavated. The quantity of formal test units that may be required to complete any supplemental data recovery process will be dependent upon the nature of any discoveries made. The methods and protocols for archaeological test units will follow the methods previously established by BFSA for the prior data recovery mitigation program. The excavation of up to five archaeological test units has been included as a contingency budget for the treatment of significant discoveries made during grading.

6. *6A. Bulk Screening of Cultural Soil*: All cultural soil generated by the controlled grading, the supplemental data recovery excavations, or any archaeological excavations of discovered features or potentially significant deposits will be screened to recover all cultural materials and any human remains larger than one-eighth of an inch. Cultural material smaller than one-eighth of an inch will not be recovered. The screening of soil for cultural material will include two techniques: mechanical bulk screening and water screening. The mechanical bulk screening effort will process an estimated 1,200 cubic yards of cultural soil. The mechanical screening will separate soil larger than one-eighth of an inch in size from smaller-sized material. BFSA will employ a Rubble Master HS 7500M mechanical screening machine to process the cultural soil from SDI-12,209. BFSA will then hydro-screen the recovered bulk material from the mechanical screening through one-eighth-inch mesh to wash away any remaining soil clumps or dust from the collection. All soil generated by the supplemental data recovery excavations or any additional archaeological test units will be hydro-screened. A location within the limits of work must be provided to allow BFSA to stage a hydro-screening process. A source of water (a fire hydrant, construction water source, or a water truck, for example) must be provided near the hydro-screening staging area or a water truck will be rented as a temporary water supply.

   The sorting of the screened material to collect artifacts and human remains will be conducted either at a temporary on-site laboratory or at the BFSA office. Any human

remains, ceremonial objects, or grave goods, as identified by the Native American monitors, shall be stored in a secured container on-site until the repatriation location has been prepared for use. All artifacts that are sorted but are not associated with human remains will be returned to the BFSA laboratory for further analysis.

6B. Contingency Task - Bulk Screening of Cultural Soil Below the Berm: If cultural deposits are identified beneath the flood control berm and will be impacted by the project, those deposits will be control-graded and stockpiled for screening. As part of Task 6, bulk screening of cultural soil from the berm area will be conducted as a contingency task.

7. *Milling Feature Relocation Program*: Prior to the start of grading, the project archaeologist, Native American representatives, the City, the grading contractor, and the project landscape architect will meet and review all bedrock milling features that will be impacted by grading to determine which features can be relocated. The preferred relocation of milling features would be part of landscape areas. Alternatively, the features could be relocated to the KLPA. Only features that can be relocated in a reasonable and economic matter will be part of the milling feature relocation effort. Unmovable bedrock milling features will be buried in place beneath the roadbed.

8. *Pictograph Recordation and Protection*: Prior to the start of grading, the pictographs located at SDI-8280 and SDI-12,209 shall be carefully covered in a protective cloth to minimize any damage from dirt, dust, or debris associated with the grading operation. The rock art images have been previously photographically recorded; however, a new set of images will be gathered prior to covering to ensure that maximum recordation of the faint images is completed prior to any potential disturbance from grading operations.

Grading-Related Tasks

9. *Archaeological Monitoring of Construction Grading and SDG&E Work*: All grading and earthwork within the construction zone related to the Citracado Parkway Extension Project shall be monitored by a qualified archaeologist. If necessary, more than one archaeologist may be required to provide adequate observation if multiple locations will be simultaneously graded. The BFSA archaeological monitor will be responsible for the production of a daily monitoring log to record the location of daily monitoring and any recovery of archaeological materials. Within the limits of grading, particular attention will be paid to the cultural resources identified within the APE, including SDI-12,209 and SDI-8280. This task will also include any earthwork related to the relocation of the SDG&E power pole relocation work at SDI-12,209.

10. *Native American Monitoring of Construction Grading*: Luiseño and Kumeyaay tribal representatives will be required to participate in the monitoring program. Tribal monitors will be on-site any time the archaeological monitor is present. The Native American monitors will be a subcontractor to BFSA.

11. *Pre-Construction Meeting*: Prior to the initiation of grading and underground construction, the contractor shall organize preconstruction training of all personnel scheduled to work on the grading and underground construction phases of the project. This training process will be part of the preconstruction meeting. The purpose of this training will be a worker education program to instruct the workforce about the cultural resources associated with the project, the sensitivity of these resources to the Native American community, and the protocols to be followed should any workers encounter artifacts during work on the project. The project archaeologist shall conduct the worker education program and shall include the Native American representatives as part of the presentation of Native American concerns. The contractor shall video-record the worker education program and require all personnel not attending the initial preconstruction meeting to view the training video prior to working on the grading and underground construction portion of the project.

12. *Contingency Task – Inadvertent Discoveries*: In the event that a previously unrecorded archaeological deposit is identified outside of the areas of SDI-12,209 and SDI-8280 during the monitoring program, the location of the discovery shall be protected from any further disturbance by the project archaeologist until the discovery can be recorded, studied, and evaluated. Any discoveries that are defined as significant and retain research potential may require additional archaeological investigations to ensure that adverse impacts are mitigated. Any discoveries shall be reported to the City of Escondido and the USACE in adherence with the MOA. Additional mitigation measures will require the participation of the tribal monitors to ensure that their perspective is considered. BFSA will prepare a work plan of additional measures needed to treat any significant discoveries, which will be circulated between all parties.

13. *Contingency Task – Discovery of Human Remains*: The potential to encounter human burials is evident by the quantity of human bone fragments recovered during the data recovery program. For this project, Luiseño and Kumeyaay Most Likely Descendants (MLDs) have already been identified. While human bone is present scattered within the cultural deposit, the potential to encounter an actual intact human burial remains a possibility anywhere within the Citracado Parkway Construction alignment. Protocols for the removal of intact human burials have been established as part of the data recovery program and will adhere to the Public Resources Code (PRC). There shall be no further excavation or disturbance of the area around the location of the discovery of

human remains within a 50-foot radius until:

- The City of Escondido project manager is contacted.
- The San Diego County Medical Examiner's Office is contacted by the City or BFSA per the PRC. If, using the archaeological information, the medical examiner concludes that this is a prehistoric burial, they will subsequently contact the Native American Heritage Commission (NAHC). The NAHC will confirm the MLD status of the San Luis Rey Band of Mission Indians and the Kumeyaay Cultural Repatriation Committee. The tribes' MLDs will provide direction as to the archaeological removal and repatriation of any human remains.
- The City will authorize construction activities to resume following consultation and approval of the project archeologist.

14. *Paleontological Monitoring*: The potential for fossils to be encountered within the alignment of Citracado Parkway is very low. However, should fossils be encountered, measures will be initiated to recover the fossils and prepare them for curation at the San Diego Natural History Museum (SDNHM). The monitoring program is presented below:

    - BFSA will provide paleontological monitoring as needed for this project. The archaeological monitor for the project will also be qualified as a paleontological monitor and will provide the dual task of monitoring for archaeology and paleontology.
    - Prior to the start of grading, the project paleontologist will attend the preconstruction meeting to explain the procedures and protocols for the removal of fossils from the field and the types of fossils that could be encountered.
    - In the event that fossils are encountered during grading, the location(s) of the fossil discovery shall be secured from further grading until the fossil(s) can be stabilized and removed from the grading area.
    - Any fossils that are recovered shall be prepared for curation at the SDNHM. Curation preparation of any recovered fossils will be completed by the BFSA senior paleontologist.
    - A paleontological monitoring report shall be prepared and submitted to the City upon completion of monitoring and any necessary laboratory processing of recovered fossils.

Post-Grading Tasks

15. *Preparation of a Preservation Plan*: BFSA shall draft a preservation plan on behalf of

the City to address the KLPA and the permanent protection for the repatriated human remains and any associated burial items or artifacts. The location of the KLPA has been previously approved by all parties to the MOA. The preservation plan shall reflect all details for the repatriation location listed in the MOA. Additional measures listing the types of fencing to be used, any revegetation needed, methods to bury the repatriated materials, and future Native American access shall be presented in the preservation plan. The preservation plan shall be reviewed and approved by all parties to the MOA.

16. *16A. Laboratory Processing of Artifact Collections*: Final cataloging of the extensive artifact collections from the controlled grading process (both from 2020 and in2021 will take place at the BFSA laboratory. Special studies, including radiocarbon dating, faunal analysis, obsidian hydration and sourcing, and flake attribute analysis, may be conducted to exhaust the research potential of the site areas impacted by the project. At the conclusion of the laboratory processing, all non-repatriated artifacts shall be prepared for permanent curation at the San Diego Archaeological Center (SDAC), unless the Native American representatives request reburial of artifacts at the KLPA. The scope of this task will be based upon the results of any subsequent data recovery excavations needed to address discoveries made during the controlled grading process. Further, if other cultural deposits are discovered within the project alignment outside of the area of controlled grading at SDI-12,209, and additional artifact collections are generated, the laboratory processing of that material would be added to this task. The SDAC will require a fee to accept collections from this project. The fee is dependent upon the size of the collection.

    16B. Contingency Task – Laboratory Processing of any Collections from the Berm Area, if Needed: If collections are generated as part of Contingency Tasks 6A and 12, the cataloging of those collections would be part of this contingency task.

17. *Final Report*: At the conclusion of the grading program and any field or laboratory tasks associated with the mitigation of impacts to cultural resources, a final report will be prepared to document all tasks associated with this project. The final report will be very detailed in describing the data recovery efforts, laboratory work, and interpretation of data. The final report will provide an expansion of the research questions previously presented in the 2016 data recovery and mitigation report. The final report will be completed within six months following completion of the project grading. In addition to the final report, monthly progress reports will be submitted to the City and the USACE to denote the progress made and any discoveries encountered.

18. *Repatriation*: The reburial of human remains and associated artifacts will be conducted

at the KLPA once all grading is complete, or as requested by the tribes. The exact protocols to be followed for the reburial will be identified as part of Task 15. We assume that the location for the reburial of remains and artifacts will include the excavation of a deep backhoe trench to place the materials followed by the backfilling of that trench.

Estimated Budget for the Mitigation Monitoring Program

The tasks listed in the scope of work for the mitigation monitoring program will be invoiced on a time and materials basis. The calculation of the budget for the MMRP tasks is based upon the estimated time required to complete the tasks listed above. However, because this process has the potential to generate unanticipated discoveries and costs, this budget includes contingency tasks to avoid change orders during construction. The estimated budget will include payment of Native American representatives during all phases of the project. The calculation of the budget for the mitigation monitoring program is provided in Attachment 1, while the summary of the budget is provided below.

The total budget of tasks required for the mitigation monitoring program and for compliance with the USACE permit is $558,364 in labor and $132,700 in reimbursable costs (**total of $691,064**). The contingency budget for possible additional tasks is $235,555 in labor and $71,900.00 in reimbursable costs (**total of $307,455**). The contingency budget, much of which is due to the unknown potential of encountering cultural deposits beneath the flood control berm between SDI-12,209 and Escondido Creek, should be sufficient to cover any expansion of work that may be triggered by discoveries. Change orders are unlikely unless a very significant discovery is made that dramatically increases the mitigation effort.

The total budget for the completion of the project, including all contingencies, is **$998,519**. Approximately 25 percent of this budget is represented by contingencies that may not be necessary. Additionally, the issue noted in the budget matrix is that we have not determined the cost of curation. The curation of artifacts at the SDAC is required as part of the MOA and MMRP. The curation will need to cover all artifacts from the data recovery phase of work and the controlled grading/bulk screening process. Typically, artifacts are placed into curation boxes (similar to a banker's document storage box) and submitted to the SDAC for a fee of $800 per box. At this time, we do not have a clear estimate of the number of boxes of artifacts that may be recovered. Also, we know in advance that the SDAC does not want the flakes and lithic debitage curated due to storage space issues at their facility. If we can get consensus between the Native American representatives to rebury the flakes and lithic debitage in the KLPA, the City would then only need to pay for curation of the formed artifacts. We are projecting that this curation cost (without the flakes/debitage) could range between $30,000 and $40,000; however, the actual cost of curation cannot be determined until all laboratory work is completed and we have had an opportunity to explore options with the Native American representatives. Summaries of the labor and contingency budget estimates are provided in Tables 1 and 2.

Table 1

Budget Summary for the Mitigation Monitoring Program

Task	Description	Budget	Reimbursables
1	Delineation of Archaeological Sites	$4,866	$600
2	Secure Storage Arrangements	$661	$3,000
3	Preparation for Field Laboratory	$1,800	$1,500
4A	Controlled Grading of SDI-12,209	$32,760	$8,400
6A	Bulk Screening of Cultural Soil From RWD Pipeline Alignment	$109,760	$113,000
7	Milling Feature Relocation	$6,581	
8	Pictograph Recordation and Protection	$5,048	$2,000
9	Monitoring of Construction Grading; Includes SDG&E Pole Relocation Program at SDI-12,209	$64,000	
10	Native American Monitoring of Grading	$108,80	
11	Preconstruction Meetings and Cultural Sensitivity Training	$2,280	
14	Paleontological Monitoring/ Fossil Treatment and Curation	$950	
15	Preservation Plan	$12,020	
16A	Laboratory Processing	$161,400*	$2,300
17	Final Report	$37,950	$700
18	Repatriation and Reburial of Human Remains and Artifacts	$9,488	$1,200
	Total	$558,364	$132,700

* - This total for laboratory analysis does not include curation costs.

Table 2

Contingency Budget Summary for the Mitigation Monitoring Program

Contingency Task	Description	Contingency Budget	Reimbursables
4B	Controlled Grading of Berm Area at SDI-12,209	$16,240	$4,600
5	Supplemental Data Recovery Excavations at SDI-12,209	$19,440	
6B	Bulk Soil Screening of Material From Berm Area	$87,260	$67,000
12	Inadvertent Discoveries During	$20,390	

Contingency Task	Description	Contingency Budget	Reimbursables
	Monitoring of Grading		
13	Discovery of Human Burials	$9,845	
16B	Laboratory Processing of Collections From Berm Area, if Needed	$82,380	$300
	Total	$235,555	$71,900

Change Orders

Should the effort needed to accomplish the listed tasks exceed the budget established in this proposal, change orders will be submitted to increase the budget following consultation with the City.

Invoicing

The contract amendment for the final phase of the mitigation monitoring program will continue to be conducted on a time and materials basis. The hourly rates to be used for BFSA personnel for this project are provided in Attachment 2.

The reimbursable charges will include mileage (charged at $0.57 per mile), rental equipment, field materials, and report copy charges. Invoices will be submitted monthly on a time and material basis. BFSA will contract directly with the Saving Sacred Sites and Red Tail Environmental and their invoices will be incorporated into our billing process. Invoices will be due and payable within 30 days of receipt.

If you have any questions about the scope or budget estimate for the data recovery program, please contact me.

Sincerely,

Brian F. Smith
BFS:ks

Attachment 1

Budget Estimate for the Mitigation Monitoring Program

Task	Description	Personnel	Projected Hours	Rate	Budget	Reimbursables	Contingency Costs
1	Field Delineation of Archaeological Site Boundaries	B. Smith	2	$225	$450		
		Field Supervisor	16	$75	$1,200		
		Field Archaeologists	16	$65	$1,040		
		Native American Monitors	32	$68	$2,176		
		Materials	1	$600		$600	
2	Secure Storage Arrangements	B. Smith	1	$225	$225		
		Field Supervisor	4	$75	$300		
		Rental of Three Storage Units for Six Months	1	$3,000		$3,000	
		Native American Monitors	2	$68	$136		
3	Preparation for Field Laboratory Trailer	B. Smith	4	$225	$900		
		Field Supervisor	4	$75	$300		
		Lab Supervisor	8	$75	$600		
		Materials/Lab Equipment	1	$1,500		$1,500	
4	**4A:** Controlled Grading of 20-Foot Corridor Along the RWD Pipeline Corridor (20x4x430 feet)	B. Smith	20	$225	$4,500		
		Field Supervisor	60	$75	$4,500		
		Field Archaeologists	240	$65	$15,600		
		Native American Monitors	120	$68	$8,160		
		Scraper Rental Days and Operator	7	$1,200		$8,400	
	4B. Contingency Task: Controlled Grading of Potential Cultural Deposits at SDI-12,209 Beneath the	Field Supervisor	40	$75			$3,000
		Field Archaeologists	120	$65			$7,800
		Native American Monitors	80	$68			$5,440
		Scraper Rental Days and Operator	3	$1,200		$3,600	

Task	Description	Personnel	Projected Hours	Rate	Budget	Reimbursables	Contingency Costs
	Flood Control Berm (Potential of 1,000 Square Yards)	Backhoe Rental and Operator	1	$1,000		$1,000	
5	**Contingency Task:** Supplemental Data Recovery Excavations, if Significant Deposits or Features are Discovered at SDI-12,209 or SDI-8280	B. Smith	10	$225			$2,250
		Project Archaeologist	10	$95			$950
		Field Supervisor	40	$75			$3,000
		Field Archaeologists	120	$65			$7,800
		Native American Monitors	80	$68			$5,440
6	**6A:** Bulk Soil Screening of 600 Cubic Yards From RWD Pipeline Alignment at SDI-12,209; Water Screening of 250 Cubic Yards; and Initial Sorting to Recover Cultural Materials and Human Remains	B. Smith	20	$225	$4,500		
		Field Supervisor	160	$75	$12,000		
		Field Archaeologists	1,100	$65	$71,500		
		Native American Monitors	320	$68	$21,760		
		Mechanical Screen Rental and Front Loader	1	$83,500		$83,500	
		Water Meter and Water Truck Rental	1	$7,500		$7,500	
		Materials for Archaeological Screening Platform	1	$4,000		$4,000	
		Rental Equipment and Operator	1	$18,000		$18,000	
	6B. Contingency Task: Bulk Soil Screening/ Water Screening of Cultural Deposits at SDI-12,209, if Located Beneath the Flood Control Berm (Potential	B. Smith	20	$225			$4,500
		Field Supervisor	120	$75			$9,000
		Field Archaeologists	800	$65			$52,000
		Native American Monitors	320	$68			$21,760
		Mechanical Screen Rental and Front Loader	1	$58,000		$58,000	
		Water Meter	1	$3,000		$3,000	

Task	Description	Personnel	Projected Hours	Rate	Budget	Reimbursables	Contingency Costs
	of 1,000 Square Yards)	and Water Truck Rental					
		Materials for Archaeological Screening Platform	1	$1,000		$1,000	
		Rental Equipment and Operator	1	$5,000		$5,000	
7	Milling Feature Relocation	B. Smith	5	$225	$1,125		
		Field Supervisor	16	$75	$1,200		
		Field Archaeologists	32	$65	$2,080		
		Native American Monitors	32	$68	$2,176		
8	Pictograph Recordation and Protection	B. Smith	8	$225	$1,800		
		Project Archaeologist	8	$95	$760		
		Field Supervisor	8	$75	$600		
		Photo Specialist	8	$100	$800		
		Native American Monitors	16	$68	$1,088		
		Equipment Rental	1	$1,200		$1,200	
		Materials	1	$800		$800	
9	Monitoring of Construction Grading; Includes SDG&E Pole Relocation Program at SDI-12,209	B. Smith	40	$225	$9,000		
		Field Supervisor	40	$75	$3,000		
		Archaeological Monitor	800	$65	$52,000		
10	Native American Monitoring	Native American Monitors	1,600	$68	$108,800		
11	Preconstruction Meetings and Cultural Sensitivity Training	B. Smith	5	$225	$1,125		
		Project Archaeologist	5	$95	$475		
		Native American Representatives	10	$68	$680		
12	**Contingency Budget:** Inadvertent	B. Smith	10	$225			$2,250
		Project Archaeologist	20	$95			$1,900

Task	Description	Personnel	Projected Hours	Rate	Budget	Reimbursables	Contingency Costs
	Discoveries During Monitoring of Grading	Field Supervisor	40	$75			$3,000
		Field Archaeologists	120	$65			$7,800
		Native American Monitors	80	$68			$5,440
13	**Contingency Budget:** Discovery of Human Burials	B. Smith	5	$225			$1,125
		Project Archaeologist	20	$95			$1,900
		Field Supervisor	20	$75			$1,500
		Field Archaeologists	40	$65			$2,600
		Native American Monitors	40	$68			$2,720
14	Paleontological Monitoring/ Fossil Treatment and Curation	T. Wirths	10	$95	$950		
15	Preservation Plan	B. Smith	10	$225	$2,250		
		Project Archaeologist	40	$95	$3,800		
		Editor/Word Processing	40	$65	$2,600		
		Graphics	10	$65	$650		
		Native American Consultation	40	$68	$2,720		
16	**16A:** Laboratory Processing	B. Smith	20	$225	$4,500		
		Laboratory Supervisor	400	$75	$30,000		
		Project Archaeologist	40	$95	$3,800		
		Laboratory Technicians	1500	$65	$97,500		
		Native American Monitors	200	$68	$13,600		
		Data Entry	200	$60	$12,000		
		Special Studies Budget	1	$2,000		$2,000	
		Materials Costs	1	$300		$300	
		Curation Fee	TBD	TBD			
	16B. Contingency	Laboratory Supervisor	100	$75			$7,500

Task	Description	Personnel	Projected Hours	Rate	Budget	Reimbursables	Contingency Costs
	Task: Laboratory Processing of Artifacts Recovered From the Berm Area, if Cultural Deposits are Identified	Laboratory Technicians	800	$65			$52,000
		Native American Monitors	160	$68			$10,880
		Data Entry	200	$60			$12,000
		Materials Costs	1	$300		$300	
		Curation Fee	TBD				
17	Final Report	B. Smith	40	$225	$9,000		
		Project Archaeologist	150	$95	$14,250		
		Laboratory Supervisor	40	$75	$3,000		
		Research Assistant	40	$65	$2,600		
		Editor/Word Processing	100	$65	$6,500		
		Graphics	40	$65	$2,600		
		Duplication Budget	1	$700		$700	
18	Repatriation and Reburial of Human Remains and Artifacts at the KLPA	B. Smith	16	$225	$3,600		
		Project Archaeologist	16	$95	$1,520		
		Field Supervisor	16	$75	$1,200		
		Field Archaeologists	32	$65	$2,080		
		Native American Monitors	16	$68	$1,088		
		Backhoe Rental and Operator	1	$1,200		$1,200	
				Total	$558,364	$204,600	$235,555
				Grand Total	**$998,519**		

Attachment 2

BFSA 2021-2022 Schedule of Hourly Rates

BFSA is a California corporation with offices in San Diego and Poway, California. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology. Current personnel classifications and rates are as follows:

Consulting Services	**Hourly Rate**
Principal Consultant	$225.00
Project Archaeologist	$ 95.00
Project Paleontologist	$ 95.00
Archaeological Field Supervisor	$ 75.00
Archaeological Field Technician	$ 65.00
Laboratory Supervisor	$ 75.00
Laboratory Technician	$ 60.00
Historic Research Assistant	$ 70.00
Archaeological Monitor	$ 65.00

Support Services

GIS/GPS Mapping Services, Production/Implementation	$ 75.00
Graphics Artist/Draftsperson	$ 65.00
Word Processor/Editor	$ 65.00
Clerical Support	$ 60.00

Reimbursable Charges

Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage ($0.59/mile); postage/delivery charges; any scanning/binding of documents will be charged at the clerical support rate.

Additional Cost Rates

Native American Monitors	$ 68.00
Specialists (GIS or Photography)	$ 100.00

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 10 **June 16, 2021** **File No. 1020-05**

SUBJECT: Adoption of the Fiscal Year 2021/22 Road Maintenance and Rehabilitation Account Initial Project List

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-94 approving the initial project list proposed to be completed with Fiscal Year (FY) 21-22 Road Maintenance and Rehabilitation Account ("RMRA") funds.

FISCAL ANALYSIS:

There is no fiscal impact associated with this action. The City of Escondido ("City") is required to submit a City Council approved initial project list in order to receive RMRA funding for use on approved projects.

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017. Prior to July 1st of each year, the City is required to provide the California Transportation Commission ("CTC") the draft list of projects, project locations, and the type of work proposed for RMRA funding. FY 21/22 RMRA funding is proposed to be used for the 2022 Street Rehabilitation and Maintenance project that will focus in the East-North Maintenance Zone bounded by Ash Street on the west, Lincoln Avenue on the north, Valley Parkway to the south, and the City limits to the east. The final list of streets will be included in the 2022 Street Maintenance and Rehabilitation Project to be awarded by the City Council during the third (3) quarter of FY 21/22. The final list of streets rehabilitated with RMRA funds will be submitted to the CTC by December 1st of each year.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Julie Procopio, Director of Engineering Services
06/09/21 5:25 p.m.

ATTACHMENTS:

1. Resolution No. 2021-94
2. Resolution No. 2021-94 Exhibit "A" FY 21/22 Road Maintenance Rehabilitation Account ("RMRA") Initial Project List

RESOLUTION NO. 2021-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE FISCAL YEAR 2021-22 ROAD MAINTENANCE AND REHABILITATION ACCOUNT INITIAL PROJECT LIST

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

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

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

WHEREAS, the City will receive an estimated $3,302,456 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging street improvements, providing bike lane

facilities, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone an extensive process to review each City street, create and prioritize eight Maintenance Zones within the City, and use submitted input from the community to ensure the community's transportation priorities are being addressed; and

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

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

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "fair/at-risk" condition and this revenue will help it increase the overall Pavement Condition Index ("PCI") of the City road system, and over the next decade will bring City streets and roads into a "good" condition; and

WHEREAS, the Road Maintenance and Rehabilitation Account Project List, and overall investment in local streets and roads infrastructure with a focus on safety, accessibility, bike facilities, maintenance, and upgraded signal facilities, and by investing in City street infrastructure, and using available technology, materials and practices, will have significant and positive co-benefits statewide.

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

1. That the above recitations are true.

2. That the City Council approves the Fiscal Year 2021-22 RMRA proposed list of projects to be completed with Road Maintenance and Rehabilitation Account revenues. The list of proposed projects is shown in Exhibit “A”, which is attached to this Resolution and incorporated by this reference.

Road Maintenance and Rehabilitation Account (RMRA)

FY 21/22 Initial Project List

FY 2021/22 Street Rehabilitation and Maintenance Project

The City has elected to use Road Maintenance and Rehabilitation Account (RMRA) funding on this project. This annual project rehabilitates street and sidewalk areas that are in the poorest condition within the City. A majority of this project will take place in the north-eastern part of the City. As part of this project RMRA funds will be used to remove and replace pavement in very poor condition along the following streets:

Collector and Above Classified Streets

ASH STREET	from	MISSION AVENUE	to	WASHINGTON AVENUE
ASH STREET	from	LINCOLN AVENUE	to	MISSION AVENUE
CITRUS AVENUE	from	FLOOD CHANNEL	to	VALLEY PARKWAY
CITRUS AVENUE	from	EL NORTE PARKWAY	to	WASHINGTON AVENUE
CITRUS AVENUE	from	WASHINGTON AVENUE	to	FLOOD CHANNEL
EL NORTE PARKWAY	from	WASHINGTON AVE	to	LINCOLN AVE
HARDING STREET	from	WASHINGTON AVENUE	to	VALLEY PARKWAY
MIDWAY DRIVE	from	LINCOLN AV	to	WASHINGTON AVENUE
MIDWAY DRIVE	from	WASHINGTON AVENUE	to	VALLEY PARKWAY
MISSION AVENUE	from	CITRUS AVENUE	to	MIDWAY DRIVE
MISSION AVENUE	from	ROSE ST	to	ASH ST
MISSION AVENUE	from	MIDWAY DRIVE	to	ROSE STREET
ROSE STREET	from	WASHINGTON AVENUE	to	VALLEY PARKWAY
ROSE STREET	from	MISSION AVENUE	to	LINCOLN AVENUE
ROSE STREET	from	WASHINGTON AVENUE	to	MISSION AVENUE
VALLEY PARKWAY	from	EL NORTE PKWY	to	BEAR VALLEY PKWY
VALLEY PARKWAY	from	BEAR VALLEY PKWY	to	CITRUS AVE
VALLEY PARKWAY	from	CITRUS AVE	to	MIDWAY DR
VALLEY PARKWAY	from	MIDWAY DRIVE	to	ROSE STREET
VALLEY PARKWAY	from	ROSE STREET	to	HARDING STREET
VALLEY PARKWAY	from	HARDING STREET	to	ASH STREET
WASHINGTON AVENUE	from	ROSE STREET	to	ASH STREET
WASHINGTON AVENUE	from	MIDWAY DR	to	ROSE STREET
WASHINGTON AVENUE	from	CITRUS AVE	to	MIDWAY DR
WASHINGTON AVENUE	from	EL NORTE PKWY	to	CITRUS AVE

Residential Streets

ALBRIGHT PLACE	from	HAYWARD PLACE	to	END
ALTA CAMINO COURT	from	GLEN MEADOW LN	to	END

ALTA MEADOW LANE	from	WASHINGTON	to	MEADOW LN
AMANECER PLACE	from	LAS BRIAS DRIVE	to	END
AMYS PLACE	from	HOLLY AVENUE	to	END
ANZA PLACE	from	BEGONIA STREET	to	END
ASTER STREET	from	MISSION AVENUE	to	END N
ASTER STREET	from	WASHINGTON AVENUE	to	MISSION AVENUE
ASTER STREET	from	CROFTON LANE	to	WASHINGTON AVENUE
BEGONIA STREET	from	WASHINGTON AVENUE	to	LINCOLN AVENUE
BEGONIA STREET	from	CROFTON LN	to	WASHINGTON AVE
BUCHANAN STREET	from	MISSION AVENUE	to	MCKINLEY STREET
CACTUS PLACE	from	MIDWAY DRIVE	to	END
CAMELLIA STREET	from	WASHINGTON AVENUE	to	LINCOLN AVENUE
CAMERON PLACE	from	JUSTIN WAY	to	END
CARLANN LANE	from	WASHINGTON AVENUE	to	HOLLY AVENUE
CROFTON LANE	from	ASTER STREET	to	END
DAISY STREET	from	LINCOLN AVE	to	WASHINGTON AVE
DAWN PLACE	from	BEGONIA STREET	to	END
DERRINGER PLACE	from	JUSTIN WY	to	E AND W TO ENDS
DIMAIO PLACE	from	WASHINGTION AVE	to	END E
EL MONTE PLACE	from	EL RANCHO PLACE	to	END
EL NORTE HILLS PLACE	from	WASHINGTON AVE	to	END
EL PRADO PLACE	from	EL RANCHO PLACE	to	END
EL RANCHO LANE	from	WASHINGTON AVENUE	to	END
ERICA STREET	from	WASHINGTON AVENUE	to	LINCOLN AVE
FERN STREET	from	LINCOLN AVE	to	WASHINGTON AVE
FIELDBROOK WAY	from	STONEYBRAE PLACE	to	SPRINGLAKE PLACE
FOOTBRIDGE WAY	from	WASHINGTON AVENUE	to	KIMBERLY PLACE
GEISE COURT	from	KAILE LANE	to	END
GLEN MEADOW LANE	from	ALTA MEADOW LN	to	END
GOLDENROD STREET	from	WASHINGTON AVENUE	to	LINCOLN AVE
HAYWARD PLACE	from	WASHINGTON AVENUE	to	END
HILLWARD STREET	from	SCOTT WAY	to	WALTON WAY
HOLLY AVENUE	from	CARLANN LANE	to	MAYWOOD STREET
HOLLY AVENUE	from	PITMAN STREET	to	CARLANN LANE
HOLLY AVENUE	from	CITRUS AVENUE	to	END E
HOOVER STREET	from	MISSION AVENUE	to	JEFFERSON AVENUE
INDIAN PLACE	from	MIDWAY DRIVE	to	END
IONA COURT	from	DERRINGER PL	to	GEISE CT
JEFFERSON AVENUE	from	MILLS ST	to	HARDING ST NB
JEFFERSON AVENUE	from	HOLLY AVE	to	MAYWOOD ST
JEFFERSON AVENUE	from	OLINDA STREET	to	ROSE STREET
JEFFERSON AVENUE	from	HARDING ST NB	to	ASH
JONATHON PLACE	from	HOLLY AVENUE	to	END

JUSTIN WAY	from	WASHINGTON AVENUE	to	DERRINGER PLACE
KAILE LANE	from	EL NORTE PKWY	to	GEISE CT
KIMBERLY PLACE	from	FOOTBRIDGE WAY	to	END
LAS BRISAS DRIVE	from	VALLEY PARKWAY	to	END
LEE AVENUE	from	PAULA STREET	to	END
LEE AVENUE	from	EL NORTE PKWY	to	PAULA ST
LEE DRIVE	from	MIDWAY DRIVE	to	VIRGINIA LANE
LINDA COURT	from	CITRUS AVE	to	END
MALIBU PLACE	from	JUSTIN WAY	to	END
MARK AVENUE	from	VIRGINIA LANE	to	MIDWAY DRIVE
MARK PLACE	from	PITMAN PLACE	to	END
MATTHEW PLACE	from	MIDWAY DRIVE	to	END
MAYWOOD STREET	from	MISSION AVENUE	to	WASHINGTON AVENUE
MAYWOOD STREET	from	MONTEMAR AVENUE	to	MISSION AVENUE
MCKINLEY AVENUE	from	HARDING STREET	to	MILLS STREET
MEDFORD AVENUE	from	MAYWOOD STREET	to	PAULA STREET
MEDFORD PLACE	from	PAULA STREET	to	END
MILLS STREET	from	TAYLOR AVE	to	WASHINGTON AVE
MILLS STREET	from	MISSION AVE	to	TAYLOR AVE
MISSION AVENUE	from	CITRUS STREET	to	END
MONTEMAR AVENUE	from	MAYWOOD STREET	to	PAULA STREET
MONTEMAR AVENUE	from	PAULA ST	to	MISSION AVE
MONTROS PLACE	from	ASH STREET	to	END
MURCOTT WAY	from	BURNET DR	to	BIJOU LIME LN
NORTE VILLA WAY	from	DIMAIO PL	to	EL NORTE HILLS PL
OAK TREE PLACE	from	El Norte Parkway	to	END
OBRIEN PLACE	from	HAYWARD PLACE	to	END
OLEANDER PLACE	from	MISSION AVENUE	to	END
OLINDA STREET	from	JEFFERSON AVENUE	to	WILSON AVENUE
PAULA STREET	from	MISSION AVENUE	to	LINCOLN AVENUE
PEARL AVENUE	from	HARDING STREET	to	END E
PECAN PLACE	from	OAK TREE PLACE	to	END
PITMAN PLACE	from	LEE AVENUE	to	MARK PLACE
PITMAN STREET	from	WASHINGTON AVENUE	to	MISSION AVENUE
PRAIRIESTONE WAY	from	STONYBRAE PLACE	to	RED ALDER PLACE
RANGPUR COURT	from	BURNET DR	to	BIJOU LIME LN
RED ALDER PLACE	from	FIELDBROOK WAY	to	END
RONDA AVENUE	from	HARDING ST	to	END E
ROOSEVELT STREET	from	MISSION AVENUE	to	JEFFERSON AVENUE
SCOTT WAY	from	PITMAN STREET	to	HILLWARD STREET
SOLEDAD PLACE	from	LAS BRIAS DRIVE	to	END
SPRINGLAKE PLACE	from	FIELDBROOK WAY	to	END
STEWART PLACE	from	EL NORTE PKWY	to	END

STONEYBRAE PLACE	from	EL NORTE PKWY	to	END
STONEYBRAE WAY	from	EL NORTE PKWY	to	FIELDBROOK WAY
SUMAC PLACE	from	MISSION AVENUE	to	END
TANGELO PLACE	from	EL NORTE PARKWAY	to	END
TAYLOR AVENUE	from	BUCHANAN STREET	to	MILLS STREET
TAYLOR PLACE	from	MAYWOOD STREET	to	END
TAYLOR PLACE	from	HARDING STREET	to	END E
THO NINH PLACE	from	ROSE ST	to	END
TROVITA COURT	from	WASHINGTON AVE	to	END
VERONICA PLACE	from	WASHINGTON AVENUE	to	END
VIA VENETO	from	MIDWAY DRIVE	to	END
VIRGINIA LANE	from	LEE DRIVE	to	MARK AVENUE
WABASH STREET	from	JEFFERSON AVENUE	to	WILSON AVENUE
WALTON WAY	from	PITMAN STREET	to	HILLWARD STREET
WAVERLY PLACE	from	WASHINGTON AVENUE	to	END S
WEATHERBY AVENUE	from	WASHINGTON AVENUE	to	WASHINGTON AVENUE
WILSON AVENUE	from	ROSE STREET	to	OLINDA STREET
WILSON AVENUE	from	BUCHANAN STREET	to	MILLS STREET
WILSON PLACE	from	MAYWOOD STREET	to	END
WILSON PLACE	from	HARDING STREET	to	END
YORK AVENUE	from	HARDING ST	to	END W

These segments of roadway were selected because of the high volumes of daily traffic, isolated elements in need of repair, or the average pavement condition for these streets is well below the City's program goals.

The City anticipates completing this project during the third quarter of Fiscal Year 21/22.

Work completed as part of this project has an Estimated Useful Life between 7 and 15 years for the various treatments, with the potential to exceed that timeline with proper, on-going scheduled maintenance.

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 11 **June 16, 2021** **File No. 0145-86**

SUBJECT: 2020 Urban Water Management Plan, Water Shortage Contingency Plan, and 2015 Urban Water Management Plan Amendment

DEPARTMENT: Utilities Department, Water Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-42 for the 2020 Urban Water Management Plan ("UWMP"), Resolution No. 2021-43 for the Water Shortage Contingency Plan ("WSCP"), and Resolution No. 2021-44 for the 2015 UWMP Amendment in order to adopt the associated plans following a public hearing.

FISCAL ANALYSIS:

No direct financial impact to the City is associated with the proposed resolutions.

PREVIOUS ACTION:

The 2015 UWMP was adopted on June 15, 2016 by Resolution No. 2016-90, the 2010 UWMP was adopted July 13, 2011 by Resolution No. 2011-93, and the 2005 UWMP was adopted on December 7, 2005 by Resolution No. 2005-284.

BACKGROUND:

The 2020 UWMP, WSCP and 2015 UWMP Amendment have been prepared and are being presented today in order to comply with regulatory requirements of the State of California. Compliance is also a requirement for access to various grants and loans secured through certain state agencies. These plans do not propose any new policies, programs or costs. Any measures that would result in such changes would be brought back to City Council for individual review and action as appropriate.

Urban Water Management Plans are required to be adopted by all urban water suppliers in the state of California with over 3,000 connections. The City of Escondido ("City") meets this threshold with approximately 26,000 connections. Plans are due by July 1 of years ending in 1 and 6. The UWMP captures a snapshot of the current efforts underway and those planned for the future related to water sources, water use efficiency, and supply and demand. UWMP requirements are outlined in California Water Code section 10610. The 2020 UWMP meets the applicable requirements.

Water Shortage Contingency Plans have been an element within past UWMPs. Starting in this cycle, they are now required to be adopted separately as stand-alone plans. They outline, in advance of

circumstances arising, a suite of actions that could be implemented in the face of short-term or long-term dry periods, or catastrophic supply reductions. As with the UWMP, implementing any of those measures would be done through a separate action with City Council review and approval as needed. WSCP requirements are outlined in California Water Code section 10632. The WSCP meets the applicable requirements.

The amendment to the 2015 UWMP is a requirement of the Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Regulations, Title 23, §5003). This amendment would add a new Appendix H to the 2015 plan. Though regulations were passed prior to 2015, guidance on how to comply was only recently provided. The new appendix shows how the City, and its wholesale suppliers, are meeting the policy's goal. This policy also applies to the 2020 UWMP and the required information for that report is included within the 2020 plan as Appendix B. Both appendices meet the applicable requirements.

Overall, the documents highlight the work the City, along with its partners at other local and regional water suppliers, has done to operate an efficient, safe, and reliable water system, and to plan for water shortage challenges endemic to providing water in this region.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Christopher W. McKinney, Deputy City Manager/Director of Utilities
06/09/21 5:37 p.m.

ATTACHMENTS:

1. Resolution No. 2021-42
2. Resolution No. 2021-42 Exhibit "A" - 2020 Urban Water Management Plan
3. Resolution No. 2021-43
4. Resolution No. 2021-43 Exhibit "A" - Water Shortage Contingency Plan
5. Resolution No. 2021-44
6. Resolution No. 2021-44 Exhibit "A" - Amendment to 2015 Urban Water Management Plan (new Appendix H)

RESOLUTION NO. 2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN; AND AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO IMPLEMENT THE MEASURES INCLUDED IN THE PLAN

WHEREAS, water is vital to the public health, the health of the economy and the environment, as well as the future of a community; and

WHEREAS, the proper, cost effective, and efficient management of our water resources is essential to ensuring the availability and reliability of water supplies now and in the future; and

WHEREAS, the City of Escondido ("City") has completed an Urban Water Management Plan ("Plan") pursuant to the requirements of the California Water Code Section 10610 et seq.; and

WHEREAS, the Plan, which is on file with the Office of the City Clerk, is a formal document to discuss past, current and projected water demands; water use efficiencies; existing and future water supply sources; and water management practices; and

WHEREAS, the City Council has held a public hearing, reviewed and considered the Plan and received information regarding the Plan prior to and at the City Council meeting on June 16, 2021.

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

1. That the above recitations are true.

2. That the City Council hereby approves and adopts the 2020 Urban Water Management Plan, which is attached hereto as Exhibit “A” and is incorporated by this reference.

3. That the Deputy City Manager / Director of Utilities is authorized and directed to implement the measures included in the Plan as the City of Escondido’s part in the local and regional water management efforts and to accept minor changes including those that may be required by the applicable state agencies.

Urban Water Management Plan

Public Draft

JUNE 2021

CITY OF ESCONDIDO

CITY OF ESCONDIDO

2020 Urban Water Management Plan

PUBLIC REVIEW DRAFT

JUNE 2021

Prepared by Water Systems Consulting, Inc.

TABLE OF CONTENTS

List of Figures iv
List of Tables v
List of Appendices vi
Acronyms & Abbreviations vii
Executive Summary ES-1
UWMP Requirements ES-2
Purpose and Organization of the Plan ES-3
Outreach and Engagement ES-3
Service Area Description ES-4
Water Demands ES-6
Water Supplies ES-7
Water Supply Reliability ES-7
Water Shortage Contingency Plan ES-8
1. Introduction 1-1
1.1 The California Water Code 1-2
1.2 UWMP Organization 1-3
1.3 UWMPs in Relation to Other Efforts 1-4
1.4 UWMPs and Grant or Loan Eligibility 1-4
1.5 Demonstration of Consistency with the Delta Plan for Participants in Covered Actions 1-5
2. Plan Preparation 2-1
2.1 Plan Preparation 2-2
2.2 Basis for Preparing a Plan 2-2
2.3 Coordination and Outreach 2-2
2.3.1 Wholesale and Retail Coordination 2-3
2.3.2 Coordination with Other Agencies and the Community 2-3
3. System Description 3-1
3.1 General Description 3-2
3.2 Service Area Boundary Maps 3-2
3.3 Service Area Climate 3-4
3.4 Service Area Population and Demographics 3-5
3.4.1 Service Area Population 3-5

3.4.2 Other Social, Economic, and Demographic Factors 3-6
3.5 Land Uses within Service Area 3-7
4. Water Use Characterization 4-1
4.1 Non-Potable Versus Potable Water Use 4-2
4.2 Past, Current, and Projected Water Use by Sector 4-2
4.2.1 Water Use Sectors Listed in Water Code 4-2
4.2.2 Past and Current Water Use 4-3
4.2.3 Distribution System Water Losses 4-5
4.2.4 Projected Water Use 4-6
4.2.5 Characteristic Five-Year Water Use 4-9
4.3 Water Use for Lower Income Households 4-9
4.4 Climate Change Considerations 4-10
5. SBX7-7 Baseline, Targets and 2020 Compliance 5-1
5.1 Guidance for Wholesale Suppliers 5-2
5.2 SBX7-7 Forms, Tables, and 2020 Compliance 5-2
5.3 Methods for Calculating Population and Gross Water Use 5-3
6. Water Supply Characterization 6-1
6.1 Water Supply Analysis Overview 6-2
6.2 UWMP Water Supply 6-2
6.2.1 Purchased or Imported Water. 6-2
6.2.2 Groundwater 6-5
6.2.3 Surface Water 6-5
6.2.4 Stormwater 6-6
6.2.5 Wastewater and Recycled Water 6-6
6.2.6 Desalinated Water Opportunities 6-12
6.2.7 Water Exchanges and Transfers 6-12
6.2.8 Future Water Projects 6-12
6.2.9 Summary of Existing and Planned Sources of Water 6-13
6.2.10 Climate Change 6-15
6.3 Energy Intensity 6-15
7. Water Service Reliability and Drought Risk Assessment 7-1
7.1 Water Service Reliability Assessment 7-2
7.1.1 Constraints on Water Sources 7-2
7.1.2 Year Type Characterization 7-4
7.1.3 Water Service Reliability 7-5
7.1.4 Descriptions of Management Tools and Options 7-10

7.2 Drought Risk Assessment 7-10
7.2.1 Data, Methods, and Basis for Water Shortage Condition 7-11
7.2.2 DRA Water Source Reliability 7-11
8. Water Shortage Contingency Plan 8-1
9. Demand Management Measures 9-1
9.1 Demand Management Measures for Wholesale Suppliers 9-2
9.2 Existing Demand Management Measures for Retail 9-2
9.2.1 Water Waste Prevention Ordinances 9-2
9.2.2 Metering 9-3
9.2.3 Conservation Pricing 9-4
9.2.4 Public Education and Outreach 9-5
9.2.5 Programs to Assess and Manage Distribution System Real Losses 9-5
9.2.6 Water Conservation Program Coordination and Staffing Support 9-5
9.2.7 Other Demand Management Measures 9-5
9.3 Reporting Implementation 9-6
9.3.1 Implementation Over the Past Five Years 9-6
9.3.2 Implementation Achieve Water Use Targets 9-7
9.4 Water Use Objectives (Future Requirements) 9-8
Plan Adoption, Submittal, and Implementation 10-1
10.1 Inclusion of All 2020 Data 10-2
10.2 Notice of Public Hearing 10-2
10.2.1 Notice to Cities and Counties 10-2
10.2.2 Notice to the Public 10-2
10.3 Public Hearing and Adoption 10-3
10.4 Plan Submittal 10-3
10.5 Public Availability 10-3
10.6 Amending an Adopted UWMP or Water Shortage Contingency Plan 10-3
References 11-1

LIST OF FIGURES

Figure ES-1. City of Escondido Water Service Area ES-5
Figure 3-1. City of Escondido Water Service Area 3-3
Figure 3-2. CIMIS Station 153 Annual Precipitation from 2000-2020 3-4
Figure 6-1. City's Historical Water Production, AFY 6-2
Figure 6-2. City Recycled Water System 6-8

LIST OF TABLES

Table ES-1. Current and Projected Population Growth.....ES-6
Table ES- 2. Current and Projected Population Growth.....ES-6
Table ES- 3. Water Shortage Contingency Plan Levels.....ES-9
Table 2-1. Public Water Systems (Required DWR Table 2-1).....2-2
Table 2-2. Plan Identification (Required DWR Table 2-2).....2-2
Table 2-3. Agency Identification (Required DWR Table 2-3).....2-2
Table 2-4. Water Supplier Information Exchange (Required DWR Table 2-4).....2-3
Table 2-5. Agency Coordination.....2-3
Table 3-1. CIMIS Station 153 Average Monthly Climate Data Based on 2000-2020 Data.....3-5
Table 3-2. Current and Projected Population Growth (Required DWR 3-1R).....3-6
Table 3-3. SANDAG Series 14 Growth Forecast Variables for the City's Service Area.....3-7
Table 3-4. Land Uses per City's General Plan.....3-8
Table 4-1. Historical and Current Water Use by Customer Class, AFY.....4-4
Table 4-2. Actual Demands for Water, AFY (Required DWR Table 4-1R).....4-4
Table 4-3. Water Losses.....4-5
Table 4-4. 12 Month Water Loss Audit Reporting, AFY (Required DWR Table 4-4R).....4-5
Table 4-5. 2010 to 2020 Population, Gross Water, and GPCD.....4-6
Table 4-6. Projected Demands for Water, AFY (Required DWR Table 4-2R).....4-7
Table 4-7. SDCWA Water Demand Projections, AFY.....4-7
Table 4-8. Total Gross Water Use, AFY (Required DWR Table 4-3R).....4-8
Table 4-9. Low Income Demand Projections, AFY.....4-10
Table 4-10. Inclusion in Water Use Projections (Required DWR Table 4-5R).....4-10
Table 5-1. Baselines and Targets Summary (Required DWR Table 5-1R).....5-2
Table 5-2. 2020 Compliance (Required DWR Table 5-2R).....5-3
Table 6-1. Wastewater Collected within Service Area in 2020 (Required DWR Table 6-2R).....6-10
Table 6-2. Wastewater Treatment and Discharge within Service Area in 2020 (Required DWR Table 6-3R).....6-10
Table 6-3. Recycled Water Direct Beneficial Uses within Service Area (Required DWR Table 6-4R).6-10
Table 6-4. 2015 Recycled Water Use Projection Compared to 2020 Actual (Required DWR Table 6-5R).....6-11
Table 6-5. Methods to Expand Future Recycled Water Use (Required DWR Table 6-6R).....6-11
Table 6-6. Expected Future Water Supply Projects or Programs (Required DWR Table 6-7R).....6-13
Table 6-7. Actual Water Supplies (Required DWR Table 6-8R).....6-14
Table 6-8. Projected Water Supplies (Required DWR Table 6-9R).....6-14
Table 6-9. Energy Intensity.....6-15
Table 7-1. Basis for Water Year Data Imported Water (Required DWR Table 7-1R).....7-4

Table -. DWR 7-1R Basis for Water Year Data – Local Water (Required DWR Table 7-1R) 7-5
Table 7-3. Normal Year Supply and Demand Comparison (A Version of DWR Table 7-2R) 7-6
Table 7-4. Single Dry Year Supply and Demand Comparison (A Version of DWR Table 7-3R) 7-7
Table 7-5. Five Year Consecutive Dry Supply and Demand Comparison (A Version of DWR Table 7-4R) 7-8
Table 7-8. Demand Multipliers and City Demands for 2021 through 2025 7-11
Table 7-9. Five-Year Drought Risk Assessment Tables to Address Water Code Section 10635(b) (Required DWR Table 7-5R) 7-12
Table 9-1. Demand Management Measures 9-2
Table 9-2. Residential Tiered Water Rates for Potable Water 9-4
Table 10-1. DWR 10-1R Notification to Cities and Counties 10-2
Table 10-2. Steps to Adopt, Submit and Implement the UWMP and WSCP 10-4

LIST OF APPENDICES

Appendix A 2021 Water Shortage Contingency Plan
Appendix B Demonstration of Reduced Delta Reliance
Appendix C 2020 DWR Checklist
Appendix D DWR Required Tables
Appendix E 60-Day Notification Notices
Appendix F DWR Population Tool Outputs
Appendix G AWWA Audit
Appendix H SBX7-7 Verification and Compliance Forms
Appendix I Ordinance No. 2015-12R
Appendix J Public Hearing Notices
Appendix K Adopted Resolutions

ACRONYMS & ABBREVIATIONS

°F	Degrees Fahrenheit
AF	Acre Foot
AAC	All-American Canal
AFY	Acre Feet per Year
AWE Tool	Alliance for Water Efficiency Water Conservation Tracking Tool
AWWA	American Water Works Association
AWT	Advanced Water Treatment
CC	Coachella Canal
CII	Commercial, Industrial, and Institutional
City	City of Escondido
CIMIS	California Irrigation Management Irrigation System
DDW	State Water Board Division of Drinking Water
DMM	Demand Management Measure
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
ELO	Escondido Land Outfall
ETo	Evapotranspiration
FY	Fiscal Year
GHG	Greenhouse Gases
GPCD	Gallons per Capita per Day
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
HARRF	Hale Avenue Resource Recovery Facility
IID	Imperial Irrigation District
ITP	Independent Technical Panel
kwh	Kilowatt-hours
MF	Multi-Family
MFR	Multi-Family Residential
MFRO	Membrane Filtration Reverse Osmosis
MG	Million Gallons
MGD	Million Gallons per Day

MHI	Median Household Income
MWELO	Model Water Efficient Landscape Ordinance
NPDES	National Pollutant Discharge Elimination System
PSAWR	Permanent Special Agricultural Water Rate
QSA	Quantification Settlement Agreement
RAWMP	San Diego Regional Agricultural Water Management Plan
RHNA	Regional Housing Needs Assessment
Rincon	Rincon del Diablo Municipal Water District
RUWMP	Regional Urban Water Management Plan
SANDAG	San Diego Association of Governments
SBX7-7	Water Conservation Act of 2009 also known as Senate Bill 7 of Special Extended Session 7
SDCWA	San Diego County Water Authority
SDG&E	San Diego Gas and Electric
SEOO	San Elijo Ocean Outfall
SF	Single-Family
SFR	Single-Family Residential
SGMA	Sustainable Groundwater Management Act
SLRIWA	San Luis Rey Indian Water Authority
SWP	State Water Project
State Water Board	State Water Resources Control Board
TDS	Total Dissolved Solids
UWMP	Urban Water Management Plan
UWMP Act	Urban Water Management Planning Act
VID	Vista Irrigation District
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WUE	Water Use Efficiency

2020 URBAN WATER MANAGEMENT PLAN

Executive Summary

This section summarizes the 2020 Urban Water Management Plan (UWMP or Plan) for the City of Escondido (City). It describes the 2020 UWMP in a manner that is accessible to non-technical readers. This summary describes the fundamental purposes of the UWMP, including water service reliability, future challenges, and strategies for managing risks to water reliability.

The City is located in northern San Diego County, and provides potable drinking water and wastewater services to approximately 142,183 people in its water service area, through 27,170 potable metered connections. The City meets the California Water Code (CWC) definition of an "urban water supplier" as it serves more than 3,000 customers and/or more than 3,000 acre-feet of water per year (AFY). The City is a member agency of the San Diego County Water Authority (SDCWA), which was formed in 1944 to bring supplemental water from the Metropolitan Water District of Southern California (Metropolitan) to the growing San Diego County.

IN THIS SECTION

- Outreach and Engagement
- Water Demand Projections
- Water Sources and Uses
- Water Supply Reliability

This UWMP was prepared in compliance with CWC requirements for UWMPs following guidance from California Department of Water Resources (DWR) and is intended to guide long-term water resources planning for the City.

UWMP Requirements

California urban water suppliers that serve more than 3,000 acre-feet per year (AFY) are required to prepare a UWMP every five years. These reports are submitted to the DWR, who reviews the reports and verifies that they meet the requirements of the CWC. The City delivers more than 3,000 AFY and, therefore, is required to prepare a UWMP every five years. The City's last UWMP was submitted in June 2016 and included data through June 30, 2015. For the 2020 cycle, there are new requirements for UWMPs that have been implemented through legislation passed since 2015.

DWR prepared the following summary of new requirements for 2020:

Five Consecutive Dry-Year Water Reliability Assessment

The Legislature modified the dry year water reliability planning from a "multiyear" time period to a "drought lasting five consecutive water years" designation. This statutory change requires a supplier to analyze the reliability of its water supplies to meet its water use over an extended drought period.

Drought Risk Assessment (DRA)

The California Legislature (Legislature) created a new UWMP requirement for drought planning, in part because of the significant duration of recent California droughts and the predictions about hydrological variability attributable to climate change. The DRA requires a supplier to assess water supply reliability over a five-year period from 2021 to 2025 that examines water supplies, water uses, and the resulting water supply reliability under a reasonable prediction for a five year-long drought.

Seismic Risk

The CWC now requires suppliers to specifically address seismic risk to various water system facilities and to have a mitigation plan. The City has assessed seismic hazards by completing a Risk and Resilience Assessment and Emergency Response Plan in accordance with America's Water Infrastructure Act of 2018. Because critical facilities and processes are addressed, these documents are for City staff only.

Energy Use Information

The CWC now requires Suppliers to include readily obtainable information on estimated amounts of energy used for their water supply extraction, treatment, distribution, storage, conveyance, and other water uses. The reporting of this information was voluntary in 2015.

Water Loss Reporting for Five Years

The CWC added the requirement to include the past five years of water loss audit reports as part of this UWMP.

Water Shortage Contingency Plan (WSCP)

In 2018, the Legislature modified the UWMP laws to require a WSCP with specific elements. The WSCP is a document that provides a supplier with an action plan for a drought or catastrophic water supply shortage. Although the new requirements are more prescriptive than previous versions, many of these elements have long been included in WSCPs, other sections of UWMPs, or as part of a supplier's standard procedures and response actions. Many of these actions were implemented by suppliers during the last drought to successfully meet changing local water supply challenges. The WSCP will also have statewide utility for the DWR, the State Water Board, and the Legislature in addressing extreme drought conditions or statewide calamities that impact water supply availability. The WSCP is a stand-alone document that will be reviewed and considered for adoption alongside the UWMP and is included as **Appendix A**.

Groundwater Supplies Coordination

In 2014, the Legislature enacted the Sustainable Groundwater Management Act (SGMA) to address groundwater conditions throughout California. The CWC now requires suppliers' 2020 UWMPs to be consistent with Groundwater Sustainability Plans (GSP) in areas where those plans have been completed by Groundwater Sustainability Agencies (GSA). Since the City obtains supply from local surface water or imports water through the SDCWA, coordination with GSAs was not required for the preparation of this UWMP.

Lay Description

The Legislature included a new statutory requirement for suppliers to include a lay description of the fundamental determinations of the UWMP, especially regarding water service reliability, challenges ahead, and strategies for managing reliability risks. This section of the UWMP could be viewed as a go-to synopsis for new staff, new governing members, customers, and the media, and it can ensure a consistent representation of the supplier's detailed analysis. The lay description can be treated like an Executive Summary of the UWMP, written in clear eighth grade language that summarizes the key information regarding water supplies, water demands, water service reliability (including catastrophic potential), and DRA. However, a supplier may also choose to summarize each chapter up front in a similar manner. It is recommended that the supplier clearly label and identify their lay description in order for the DWR to check whether that requirement was met. For the purposes of this report, this Executive Summary serves as the lay description.

Purpose and Organization of the Plan

This UWMP provides DWR with a detailed summary of present and future water resources and demands within the City's water service area and assesses the City's water resource needs. Specifically, the UWMP provides water supply planning for a 25-year planning period in five-year increments and identifies water supplies needed to meet existing and future demands. The demand analysis identifies supply reliability under three hydrologic or rainfall conditions: an average (or normal) year, a single-dry year, and five consecutive dry years (i.e., multiple dry years). The City prepared UWMPs for 2005, 2010, and 2015, according to the five-year planning cycle. This 2020 UWMP serves as an update to the 2015 UWMP and complies with new requirements and regulations.

New to the 2020 UWMP, water suppliers are required to prepare a standalone WSCP so it can be updated independently of the UWMP. The WSCP documents a supplier's plans to manage and mitigate an actual water shortage, should one occur because of drought or other impacts on water supplies. An overview of the WSCP is described in the body of this UWMP, and the standalone WSCP is attached as **Appendix A**.

> The 2021 WSCP is being proposed for adoption in conjunction with the 2020 UWMP to meet CWC requirements.

Outreach and Engagement

Recognizing that coordinating among other relevant public agencies is key to the success for its UWMP, the City worked closely with the SDCWA during the preparation of its UWMP. The City also provided a public review period for the Draft 2020 UWMP, 2021 WSCP, and 2015 Addendum and held a public hearing to solicit input from stakeholders and the public on June 16, 2021.

Service Area Description

The City provides potable and recycled water services to customers within its water service area, shown in **Figure ES - 1**, which does not correspond to the City's boundary. The City has three raw water supplies: imported water supplied by the SDCWA, water from the San Luis Rey Indian Water Authority (SLRIWA), and local surface water, all of which are treated at Escondido-Vista Water Treatment Plant (WTP). The City co-owns treatment facility with the Vista Irrigation District (VID). To deliver water to its approximately 27,170 potable connections, the City owns, operates, and maintains approximately 44 miles of pipeline, 11 reservoirs, five pump stations, and two dams (and associated lakes).

In addition to serving its own customers through its system, a small number of Rincon del Diablo Municipal Water District (Rincon), a neighboring water agency, are also served by the City. Rincon was formed in 1954 in order to purchase and distribute water from the SDCWA to areas outside the City boundaries. The City has exchange agreements in place with both Rincon and VID for daily operational water demands and in the event of an emergency.

The City also produces and delivers "disinfected tertiary recycled water" to sell to City and Rincon customers for irrigation and industrial use.

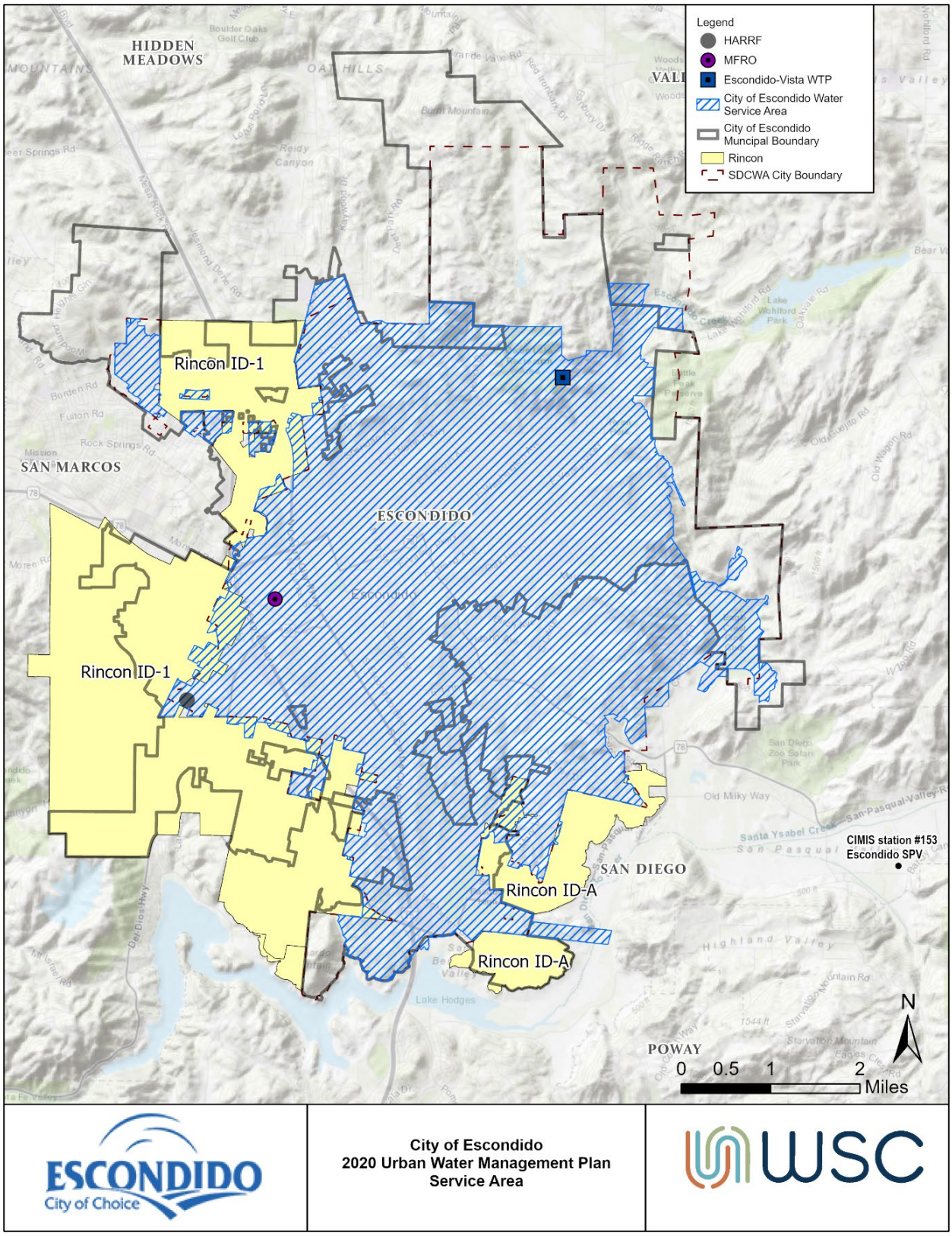


Figure ES - 1. City of Escondido Water Service Area

Water Demands

The City provides potable water to about 27,170 connections and delivers "disinfected tertiary recycled water" to City and Rincon recycled water customers for irrigation and industrial use. The top water uses within the City are residential, agricultural irrigation, water losses, commercial, and dedicated landscape irrigation. These uses compose about 96% of the total water demand. Residential demand accounts for about 55% of the total demand and has remained relatively constant since FY15/16. Agricultural irrigation accounts for about 16% of the demand and has fluctuated between 14% and 18% in the past five years.

The City prepared demand projections using the San Diego Association of Government's (SANDAG's) Series 14 population annual growth rates, presented in **Table ES-1**, and recent per capital water use specific to the City's water service area. The projected demand by customer class is summarized in **Table ES-2.** The City's demands are projected to increase by about 5,200 AFY by 2025 and by 6,900 AFY by 2045.

Table ES- 1. Current and Projected Population Growth

POPULATION SERVED	2020	2025	2030	2035	2040	2045
Population	142,183	148,825	150,245	151,692	153,215	158,496
Annual Growth Rate		1.10%	0.19%	0.19%	0.20%	0.68%

[1] The 2020 population is based on the DWR Population Tool. Projections are based on SANDAG's Series 14 annual growth rate for the City.

Table ES-2. Projected Demands for Water, AFY

		PROJECTED WATER USE 2 ,3 REPORT TO THE EXTENT THAT RECORDS ARE AVAILABLE				
USE TYPE 1	ADDITIONAL DESCRIPTION	2025	2030	2035	2040	2045
Single Family		9,470	9,560	9,652	9,749	10,085
Multi-Family		4,582	4,625	4,670	4,717	4,879
Commercial		2,136	2,156	2,177	2,199	2,275
Industrial		87	88	89	90	93
Institutional/Governmental		592	597	603	609	630
Landscape	Served by dedicated irrigation meters	2,110	2,130	2,151	2,172	2,247
Agricultural irrigation		4,160	4,200	4,240	4,283	4,430
Sales/Transfers/Exchanges to other Suppliers	Sales to Rincon	454	458	463	467	483
Losses		2,249	2,271	2,293	2,316	2,396
TOTAL		**25,839**	**26,086**	**26,337**	**26,602**	**27,518**

[1] Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.

[2] Units are in AF and remain consistent throughout the UWMP as reported in Table 2-3.3

The Water Conservation Bill of 2009 (SBX7-7) requires individual retail water suppliers to set water conservation targets for 2020 to support an overall State goal of reducing urban potable per capita water use by 20% by 2020. The City's investments in water conservation have helped its customers achieve its 2020 SBX7-7 water use reduction target. City's 2020 per capita water use target is 182 gallons per capita per day (GPCD) while the actual consumption in 2020 was 127 GPCD. The City is continuously implementing demand management measures to continue meeting its SBX7-7 water use target and position the City for meeting future State-mandated water use efficiency standards that are currently under development by the DWR.

Water Supplies

The City receives the majority of its water from the SDCWA in the form of raw water that the City treats at its water treatment plant along with water from local sources. The City, in conjunction with VID, share local surface water stored in Lake Henshaw, Lake Wohlford, and Lake Dixon reservoirs, which are within the San Luis Rey River watershed. The City is entitled to all of the water from Lake Dixon, a portion of the water from Lake Henshaw, and all of the water resulting from runoff in Lake Wohlford. Local supply availability varies depending on hydrological patterns and can provide up to 30% of supply in wet years.

The SDCWA's water supply portfolio that is used to serve the City includes four (4) primary sources:

1. Imported State Water Project and Colorado River supplies provided by Metropolitan;
2. Imported Colorado River supplies provided by an exchange agreement with Imperial Irrigation District (IID);
3. Imported Colorado River supplies conserved through the All-American Canal (AAC) and Coachella Canal (CC) lining projects; and
4. SDCWA dry-year supplies which include water stored in carryover storage, both within the San Diego County and outside of the area.

Under the SLRIWA Settlement Agreement, which is further discussed in **Chapter 6.2.1.3**, the City and VID are entitled to receive an equal amounts each calendar year from projects like the AAC and CC Lining Projects.

Water Supply Reliability

Every urban water supplier in California is required to assess the reliability of its water service under a normal year, a single-dry year, and multiple dry years hydrologic conditions, and specifically to assess the drought risk over the next five years. Water service reliability depends on the variability of supplies and ability of infrastructure to meet projected demand. Evaluating the water service reliability is critical for water management as it can help identify potential shortfalls before they occur. Water managers can then take proactive steps to mitigate shortages by encouraging water use efficiency, securing new water supplies, and/or investing in infrastructure.

As mentioned above, the City currently relies on imported and local surface water. For this 2020 UWMP, the supply reliability assessment considered factors that could limit the expected quantity of current and projected water sources through 2045. The City's water service reliability assessment and DRA results indicate that no water shortages are anticipated within the next 25 years under normal, single-dry, and multiple dry years conditions, including a five-year drought extending through 2025. If the City's future demands are slightly more or less than currently projected, it is anticipated that the supply portfolio maintained by the SDCWA and Metropolitan will be flexible enough to continue to meet City's demands. As described in their respective 2020 UWMPs, Metropolitan and the SDCWA have made substantial investments to increase water supply reliability during periods of extended drought.

As a result, both Metropolitan's and the SDCWA's 2020 UWMPs anticipate the ability to meet projected imported water demands under normal, single-dry year, and multiple dry year conditions.

Water Shortage Contingency Plan

The City has developed a comprehensive WSCP to provide guidance during shortage situations. A water shortage occurs when water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to several reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquakes). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands, as occurred in 2014. The purpose of the 2021 WSCP is to conserve the available water supply and protect the water supply's integrity while also protecting and preserving public health, welfare, and safety.

The 2021 WSCP serves as the operating manual that the City will use to respond through proactive, rather than reactive, mitigation strategies to address water shortages. The 2021 WSCP is used to provide guidance to the City Council, staff, and the public by identifying anticipated water shortages and response actions to manage any water shortage with predictability and accountability in an efficient manner. The 2021 WSCP is not intended to provide absolute direction; rather, it is intended to provide a working framework and options to help guide the City's response to water shortages.

The City's 2021 WSCP is a standalone document that can be modified as needed, and it is included here as **Appendix A**. The City is updating its shortage stages to the six standard stages to more closely align with the SDCWA's recently-adopted shortage stages. The City has the legal authority to declare a water shortage under its current Ordinance 2015-12R and the City's Municipal Code Article 5 Water Conservation Plan, which are anticipated to be updated in the next few months to update the stages as outlined in the 2021 WSCP.

In general, the SDCWA will inform the City if a shortage condition exists, and the corresponding percent reduction needed, and/or the water allocations established. The City's shortage response will be based on supply conditions reported from the SDCWA while also reporting and taking into consideration the City's demand quantities and local supplies. **Table ES-3** shows City's WSCP six shortage stages, which trigger a series of actions that may include measures to reduce demand, augment supply, change typical operations, or impose mandatory prohibitions. The actions are intended to increase supplies or reduce demand to mitigate the impact of a water shortage.

Table ES- 2. Water Shortage Contingency Plan Levels

SHORTAGE LEVEL	SHORTAGE RANGE	WATER SUPPLY CONDITION
Normal Conditions	0%	**Permanent Water Use Efficiency Measures:** Normal supply condition; in effect at all times and irrespective of the availability of water supplies or hydrologic conditions
1	<10%	**Drought Response Level 1:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction up to 10% in order to balance demands with reduced supplies
2	<20%	**Drought Response Level 2:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 10% and up to 20% in order to balance demands with reduced supplies
3	<30%	**Drought Response Level 3:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 20% and up to 30% in order to balance demands with reduced supplies
4	<40%	**Drought Response Level 4:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 30% and up to 40% in order to balance demands with reduced supplies
5	<50%	**Drought Response Level 5:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 40% and up to 50% in order to balance demands with reduced supplies
6	>50%	**Drought Response Level 6:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 50% in order to balance demands with reduced supplies

1 Introduction

2020 URBAN WATER MANAGEMENT PLAN

This chapter provides a brief overview of the City of Escondido (City) and the purpose of this 2020 Urban Water Management Plan (UWMP). It also describes how the UWMP is organized and its relation to other local and regional planning efforts that the City is involved in.

IN THIS SECTION

- California Water Code
- UWMP Organization
- Funding Eligibility
- Delta Reliance Compliance

The City is located in northern San Diego County, at the interchange of Interstate 15 and State Route 78. Founded via a city charter from the State Legislature in 1888, the City covers an area of just over 33 square miles.

The City serves water to customers within the City's water service area and meets the California Water Code (CWC) definition of an "urban water supplier." This 2020 UWMP addresses the City's water supply sources, including recycled water, groundwater, surface water, water conservation activities, and projected water demands. The UWMP presents a comparison of projected water supplies to water demands during normal, single-dry, and multiple-dry years, provides the framework for long-term water planning within the City, and helps to support regional long-term planning.

In addition to serving its own customers through its system, a small number of the City's customers are served water by neighboring Rincon del Diablo Municipal Water District (Rincon). Conversely, the City also serves water to a select number of Rincon's customers. These services are provided through long-standing exchange agreements. The City also shares the Escondido-Vista Water Treatment Plant (WTP) with Vista Irrigation District (VID). Unless otherwise noted, demands and supplies reported in this UWMP reflect only those supplies and demands directly associated with the City's water service area.

1.1 The California Water Code

In 1983, the State of California Legislature (Legislature) enacted the Urban Water Management Planning Act (UWMP Act). The law required an urban water supplier providing water for municipal purposes to more than 3,000 customers or serving more than 3,000 acre-feet per year (AFY) to adopt an UWMP every five years, demonstrating water supply reliability under normal as well as drought conditions. The UWMP Act applies to wholesale and retail suppliers.

Since the original UWMP Act was passed, it has undergone significant expansion, particularly since the City's previous UWMP was prepared in 2016. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions affect the reliability of each water supplier as well as the statewide water reliability overseen by California Department of Water Resources (DWR), the State Water Resources Control Board (State Water Board), and the Legislature. Accordingly, the UWMP Act has grown to address changing conditions, and the current requirements are found in Sections 10610-10656 and 10608 of the CWC.

DWR provides guidance for urban water suppliers by preparing an Urban Water Management Plan Guidebook 2020 (Guidebook) (State of California Department of Water Resources, 2021), conducting workshops, developing tools, and providing program staff to help water suppliers prepare comprehensive and useful water management plans, implement water conservation programs, and understand the requirements in the CWC. Suppliers prepare their own UWMPs in accordance with the requirements and submit them to DWR. DWR then reviews the plans to make sure they have addressed the requirements identified in the CWC and submits a report to the Legislature summarizing the status of the plans for each five-year cycle. The Guidebook, finalized in March 2021, was used to complete this 2020 UWMP.

The purpose of this UWMP is for the City to evaluate long-term resource planning and establish management measures to ensure adequate water supplies are available to meet existing and future demands. The UWMP provides a framework to help water suppliers maintain efficient use of urban water supplies, promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a response mechanism during drought conditions or other water supply shortages.

The UWMP is a valuable planning tool used for multiple purposes including:

- Provides a standardized methodology for water utilities to assess their water resource needs and availability.
- Serves as a resource to the community and other interested parties regarding water supply and demand, conservation, and other water-related information.
- Provides a key source of information for cities and counties when considering approval of proposed new developments and preparing regional long-range planning documents such as city and county General Plans.
- Informs other regional and Statewide water planning efforts, such as Integrated Regional Water Management Plans and the California Water Plan.

CWC 10632 also includes updated requirements for suppliers to prepare a Water Shortage Contingency Plan (WSCP). The WSCP documents a supplier's plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies. In the 2015 UWMP cycle, the WSCP was part of the UWMP. For the 2020 update, the WSCP is required to be a standalone document so that it can be updated independently of the UWMP but must be referenced in and attached to the 2020 UWMP. The WSCP is summarized in **Chapter 8** of this UWMP and included in **Appendix A**.

1.2 UWMP Organization

The City generally followed DWR's recommended organizational outline in the preparation of its 2020 UWMP.

Below is a summary of the information included in the various chapters of the City's 2020 UWMP:

Chapter 1 – Introduction and Overview

This chapter provides background information on the UWMP process, new regulatory requirements, and an overview of the information covered throughout the remaining chapters.

Chapter 2 – Plan Preparation

This chapter provides information on the processes used for developing the UWMP, including efforts in coordination and outreach.

Chapter 3 – System Description

This chapter describes the City's water system, service area, population demographics, local climate, and land uses.

Chapter 4 – Water User Characterization

This chapter describes and quantifies the current and projected water uses through 2045 within the water service area.

Chapter 5 – Baselines and Targets

This chapter describes the Water Conservation Act of 2009, also known as Senate Bill 7 of Extended Session 7 (SBX7-7), Baseline, Targets, and 2020 Compliance.

Chapter 6 – Water Supply Characterization

This chapter describes and quantifies the current and projected potable and non-potable water supplies.

Chapter 7 – Water Service Reliability and Drought Risk Assessment

This chapter describes the water service reliability through at least a 20-year planning horizon and includes the Drought Risk Assessment (DRA) for the next five years.

Chapter 8 – Water Shortage Contingency Plan (WSCP)

This chapter references a standalone report that is a detailed plan for how the City intends to predict and respond to foreseeable and unforeseeable water shortages.

Chapter 9 – Demand Management Measures

This chapter describes the City's efforts to promote conservation and reduce water demand, including discussions about specific demand management measures.

Chapter 10 – Plan Adoption, Submittal, and Implementation

This chapter discusses the steps taken to prepare the City's 2020 UWMP, hold a public hearing, adopt and submit the 2020 UWMP, and implement the adopted UWMP.

Throughout this report, water volume is represented in units of acre-feet (AF). Data has been compiled on a fiscal year (FY) basis.

1.3 UWMPs in Relation to Other Efforts

This UWMP characterizes water use, estimates future demands and supply sources, and evaluates supply reliability for normal, single-dry, and five consecutive dry years. The UWMP also requires a standalone WSCP, which is briefly summarized in **Chapter 8** and is attached as **Appendix A**.

In addition to the 2020 UWMP, the City is involved in several other internal and external planning efforts and collaborates with a variety of stakeholders to achieve coordination and consistency between various planning documents locally and regionally.

Documents that were leveraged in preparation of this UWMP are:

- 2020 San Diego County Water Authority (SDCWA) UWMP (Draft March 2021)
- 2020 San Diego County Water Authority WSCP (Draft March 2021)
- 2020 Metropolitan Water District of Southern California (Metropolitan) UWMP (Draft April 2021)
- 2020 Metropolitan Water District of Southern California WSCP (Draft April 2021)
- 2018 National Pollutant Discharge Elimination System (NPDES) Permit R9-2018-0002
- 2016 Watershed Sanitary Survey Update prepared by MWH
- 2016 Draft San Diego Regional Agricultural Water Management Plan prepared by Ken Weinberg Water Resources Consulting LLC
- 2015 City UWMP prepared by RCM
- 2012 Water Master Plan prepared by Atkins
- 2012 Wastewater Master Plan prepared by Atkins
- 2011 Recycled Water Master Plan prepared by Atkins

This UWMP referenced the San Diego Regional Agricultural Water Management Plan (RAWMP) completed in January 2016, in which the City participated. The purpose of the RAWMP is to highlight efficient water management practices of City's agricultural customers, supporting their sustainability, and importance they serve to offsetting financial burdens of City's urban customers. In general, agricultural customers in the San Diego Region are among the most efficient in the State, as conservation is a financial necessity due to the higher water prices.

Effective January 1, 2021, the SDCWA implemented the Permanent Special Agricultural Water Rate (PSAWR) program, which allows eligible agricultural customers to receive water at a lower rate in return for cutbacks during shortage conditions. This program is intended to provide more water to urban users during a shortage condition.

1.4 UWMPs and Grant or Loan Eligibility

In order for a water supplier to be eligible for a grant or loan administered by DWR, and potentially other agencies, the supplier must have a current UWMP on file that meets the requirements set forth by the CWC. A current UWMP must also be maintained by the supplier throughout the term of any grants or loans received. The City has prepared the 2020 UWMP under guidance from DWR's 2020 UWMP Guidebook.

1.5 Demonstration of Consistency with the Delta Plan for Participants in Covered Actions

The Delta Plan is a comprehensive, long-term, legally enforceable plan guiding how federal, state, and local agencies manage the Sacramento-San Joaquin Delta's (Delta's) water and environmental resources. The Delta Plan was adopted in 2013 by the Delta Stewardship Council. Delta Plan Policy WR P1 identifies UWMPs as the tool to demonstrate consistency with state policy to reduce reliance on the Delta for a Supplier that carries out or takes part in a covered action. A covered action may include activities such as a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta. As a supplier that receives imported water from the Delta through its wholesale supplier, the City is required to submit information as outlined in Appendix C of the DWR 2020 UWMP Guidebook.

To document and quantify supplies contributing to reduced reliance on the Delta watershed and improved regional self-reliance a number of steps must be taken, which include.

- Setting a Baseline
- Change in Delivery of Delta Water
- UWMP WR P1 Consistency Reporting

DWR does not review this analysis as part of the UWMP approval process; therefore, this information is attached as **Appendix B**.

The information contained in this appendix is also intended to be a new Appendix H to the City's 2015 UWMP consistent with WR P1 subsection (c)(1)(C) (Cal. Code Regs. tit. 23, § 5003). The City provided notice of the availability and held a public hearing to consider adoption of the documents in accordance with CWC Sections 10621(b) and 10642, Government Code Section 6066, and Chapter 17.5 (starting with Section 7290) of Division 7 of Title 1 of the Government Code.

2020 URBAN WATER MANAGEMENT PLAN

2 Plan Preparation

This chapter of the UWMP provides information on the processes used for developing the UWMP, including efforts in coordination and outreach.

IN THIS SECTION

- Plan Preparation
- Coordination and Outreach

This UWMP was prepared following guidance from the Guidebook (State of California Department of Water Resources, 2021), DWR UWMP Public Workshops and Webinars, Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (SBX7-7 Guidebook) (State of California Department of Water Resources, 2016), and the 2020 DWR Review Sheet Checklist (**Appendix C**). In addition, as required by the CWC, standardized tables for the reporting and submittal of UWMP data have been prepared and are also included in **Appendix D**.

The 2020 UWMP presents current operational information and plans for the future concerning water use, supply, and reliability. Details regarding the City's UWMP preparation are provided in this chapter.

2.1 Plan Preparation

The City prepared this 2020 UWMP in accordance with CWC Section 10617, which requires water supplier with 3,000 or more service connections, or those supplying 3,000 AFY or more, to prepare an UWMP. Suppliers are required to update UWMPs at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update. The City's 2020 UWMP must be submitted to DWR by July 1, 2021.

2.2 Basis for Preparing a Plan

The City prepared an individual UWMP and is not a member of a Regional UWMP or Regional Alliance. Throughout this UWMP, water volume is represented in units of AFY, unless otherwise noted, and data is presented on fiscal year (FY) basis. The fiscal year start July 1st and ends June 30th of the following year. The required DWR tables presenting this information are provided in **Table 2-1, Table 2-2**, and **Table 2-3**.

In the FY19/20, the City served approximately **142,183** people in its service area, through **27,170** potable metered connections, and delivered approximately **20,627 AFY** of potable water to customers.

Table 2-1. Public Water Systems (Required DWR Table 2-1)

PUBLIC WATER SYSTEM NUMBER	PUBLIC WATER SYSTEM NAME	NUMBER OF MUNICIPAL CONNECTIONS 2020	VOLUME OF WATER SUPPLIED 2020, AFY
CA3710006	City Of Escondido	27,170	20,627
	TOTAL:	**27,170**	**20,627**

Table 2-2. Plan Identification (Required DWR Table 2-2)

TYPE OF PLAN	MEMBER OF RUWMP	MEMBER OF REGIONAL ALLIANCE	NAME OF RUWMP OR REGIONAL ALLIANCE
Individual UWMP	No	No	Not Applicable

Table 2-3. Agency Identification (Required DWR Table 2-3)

TYPE OF SUPPLIER	YEAR TYPE	FIRST DAY OF YEAR		UNIT TYPE
		DD	MM	
Retailer	Fiscal Year	01	07	Acre Feet (AF)

2.3 Coordination and Outreach

To prepare the 2020 UWMP, 2021 WSCP, and the 2015 UWMP Addendum, the City coordinated with neighboring water agencies and stakeholders. The coordination efforts were conducted to: 1) inform the agencies of the City's activities; 2) gather high quality data for use in developing this UWMP; and 3) coordinate planning activities with other related regional plans and initiatives.

2.3.1 Wholesale and Retail Coordination

The City receives water from the SDCWA and the San Luis Rey Indian Water Authority (SLRIWA). The SLRIWA is a federally charted government agency created as a result of San Luis Rey Indian Water Rights Settlement Act to ensure that the Indian Bands have a say in the San Luis Rey River Basin's water use and supply. The SLRIWA is tasked with resolving disputes relating to the use of certain land and water rights in or near the San Luis Rey River watershed, and therefore is not acting as a traditional wholesale supplier. As part of the SLRIWA Settlement Agreement, the United States agrees to deliver up to 16,000 AFY of supplemental water to the Indian Bands, the City, and VID. The City and VID each have the right to remove equal amounts of water each calendar year. The SDCWA is also required to convey the supplemental water transfer supplied by the SLRIWA to the City and VID. This water supply is further discussed in **Chapter 6.2.1.3**.

Table 2-4 presents the required DWR table for wholesale water suppliers. Through this process the City engaged with the SDCWA to support them in their 2020 UWMP.

Table 2-4. Water Supplier Information Exchange (Required DWR Table 2-4)

WHOLESALE WATER SUPPLIER NAME
San Diego County Water Authority (SDCWA)

2.3.2 Coordination with Other Agencies and the Community

CWC Section 10621 requires that suppliers notify cities and counties to which they serve water that the UWMP and WSCP are being updated and reviewed. The CWC specifies that this must be done at least 60 days prior to the public hearing. To fulfill this requirement, the City sent letters of notification of preparation of the 2020 UWMP, 2021 WSCP, and 2015 UWMP Addendum to all cities and counties within the City's service area 60 days prior to the public hearing as indicated in **Table 2-5** and attached as **Appendix E**. The letters were sent on April 13, 2021.

Details on drafts, public hearings, and final document availability are discussed in **Chapter 10**.

Table 2-5. Agency Coordination

AGENCY/ORGANIZATION	NOTICE OF INTENTION TO ADOPT 60 DAYS PRIOR TO PUBLIC HEARING
San Diego County Water Authority	X
Valley Center Municipal Water District	X
Rincon Municipal Water District	X
Vallecitos Water District	X
Vista Irrigation District	X
County of San Diego	X

3

2020 URBAN WATER MANAGEMENT PLAN

System Description

This chapter provides a brief overview of the City's water service area, describes the current and projected population through 2045, and discusses the demographics and land uses within the service area. Understanding all of these factors can help water suppliers plan for a reliable water future.

The City provides potable and non-potable water services to customers within its water service area, which does not correspond to the City's boundary. In general, the City provides water services to a population of about 142,183.

Additional details on water demands are provided in **Chapter 4** and detailed information on supplies are presented in **Chapter 6**.

IN THIS SECTION

- Service Area
- Current and Projected Population
- Demographics
- Land Uses

3.1 General Description

The City provides potable and recycled water services to customers within its water service area, shown in **Figure 3-1**,which does not correspond to the City's boundary. The City has three raw water supplies: imported water supplied by the SDCWA, water from the SLRIWA, and local surface water. Imported water from SDCWA and SLRIWA are brought into San Diego County by the SDCWA aqueducts, to which the City has two raw water connections (Escondido 3 and 4) (Atkins, July 2012). Local surface water from the San Luis Rey River watershed is delivered via the Escondido Canal and associated pipelines and is stored on a seasonal basis in the Lake Henshaw, Lake Wohlford, and Lake Dixon reservoirs. These water supplies are further discussed in **Chapter 6.2**.

To deliver water to its approximately 27,170 potable connections, the City owns, operates, and maintains approximately 440 miles of pipeline, 11 reservoirs, five pump stations, and two dams (and associated lakes). The City also co-owns with VID the Escondido-Vista WTP located near Dixon Lake in the northern portion of the City's water service area. The Escondido-Vista WTP is designed to treat up to 75 million gallons per day (MGD) of the City's and VID's raw water supplies. VID's water is delivered to them through a separate distribution system. There are also a number of private groundwater pumpers that are not served by the City but are located within the City's water service area.

The City also produces and delivers "disinfected tertiary recycled water" to sell to City and Rincon customers at its Hale Avenue Resource Recovery Facility (HARRF). HARRF has a current capacity of 18 MGD, but the City plans to expand the plant's capacity by 9 MGD in the long-term, increasing total capacity to 27 MGD. The City's recycled water distribution system includes 18 miles of pipeline and serves over 36 customers within its service area. The majority of recycled water use is by Sempra Energy Power Plant, a Rincon customer. Two storage sites are utilized for the City's recycled water, on-site storage at HARRF (1 million gallons (MG)) and Leslie Lane Reservoir (2 MG).

The location of the City's current water service area boundary, in relation to Rincon, is shown in **Figure 3-1**. Rincon was formed in 1954 in order to purchase and distribute water from the SDCWA to areas outside the City boundaries. As the City grew, portions of Rincon's service area were incorporated into the City's municipal boundary. In general, Rincon serves water to customers in approximately 11 square miles of the west and south areas of the City and additional neighboring areas. Within the City's northwestern area, pockets of the City's service area are interspersed with the northern portion of Rincon's ID-1 service area. Some of these areas of the City's water service area are supplied by Rincon. In exchange, the City sells potable water to a select number of Rincon's customers in Rincon's ID-A service area. VID also serves water to a very small number of parcels within the City of Escondido. In addition, the City has exchange agreements in place with both Rincon and VID for daily operational water demands and in the event of an emergency. These exchanges are further discussed in **Chapter 6.2.7**.

Water service area boundaries have the potential to change in the future as new development projects request expansion of the service area. No changes in the service area have occurred since 2015. Additional details on water demands are provided in **Chapter 4** and detailed information on supplies are presented in **Chapter 6**.

3.2 Service Area Boundary Maps

Figure 3-1 shows the City's municipal boundary, water service area, and neighboring water agencies. This figure also shows major water infrastructure.

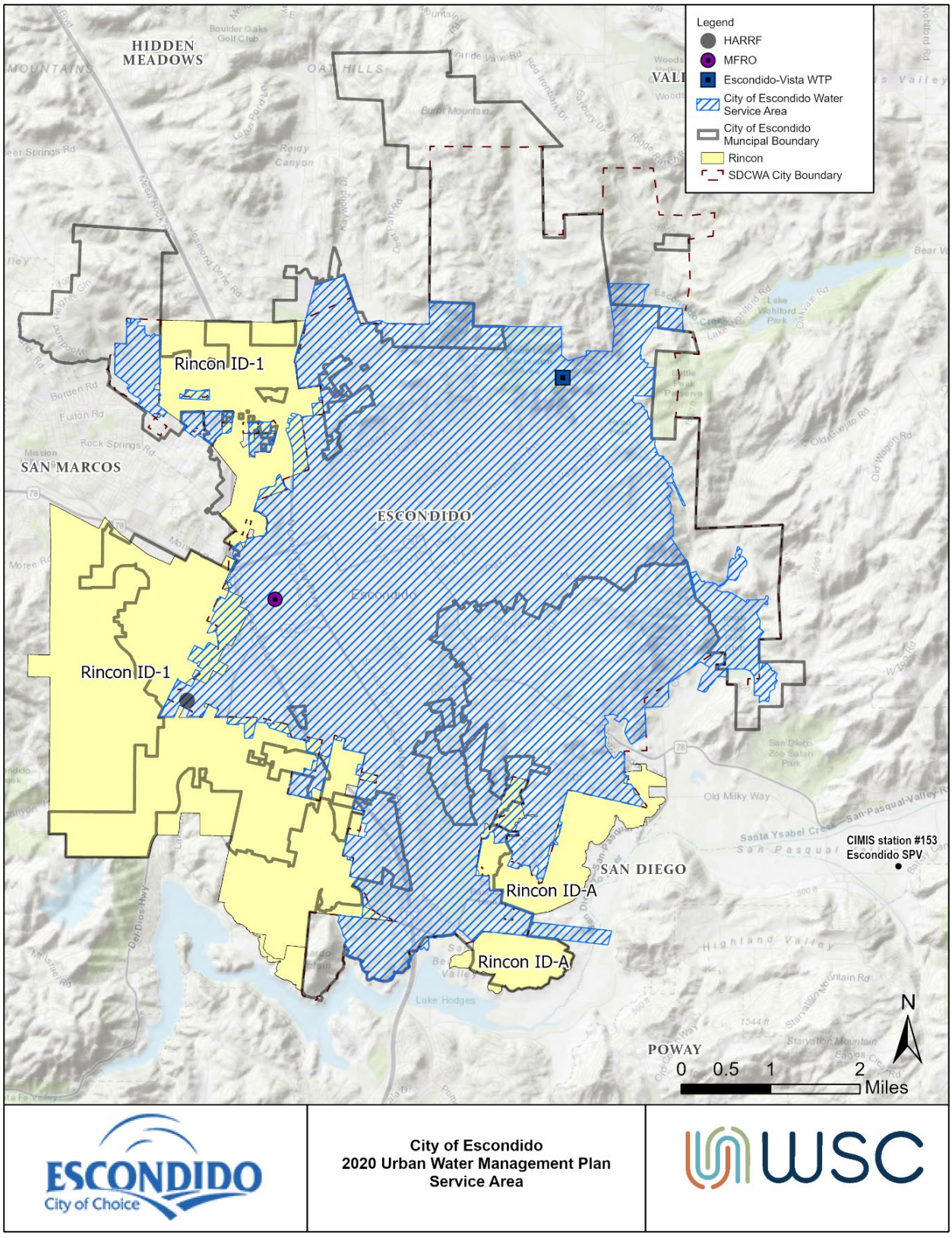


Figure 3-1. City of Escondido Water Service Area

3.3 Service Area Climate

The City's climate is characterized by mild temperatures year-round. Climate data from the California Irrigation Management Information System (CIMIS) Station #153 Escondido SPV, location shown in **Figure 3-1**, collected from January 2000 through December 2020, was used to evaluate the local climate conditions. On average, the annual total precipitation is **8.4** inches, with most of the precipitation occurring between October and April. Records show that the monthly precipitation ranges from 0 inches to 6.25 inches.

The annual average total yearly evapotranspiration (ETo) is 54.4 inches with an average monthly ETo of 4.53 inches. The highest ETo is experienced between April and September, with the peak occurring in July. The City's average monthly temperature ranges from about 48 to 81 degrees Fahrenheit (°F), with an average annual temperature of 61°F. **Figure 3-2** shows the annual precipitation from 2000 to 2020 and illustrates which years fall above or below the annual average precipitation for this period. **Table 3-1** shows the monthly averages for precipitation, ETo, and temperature from 2000 to 2020.

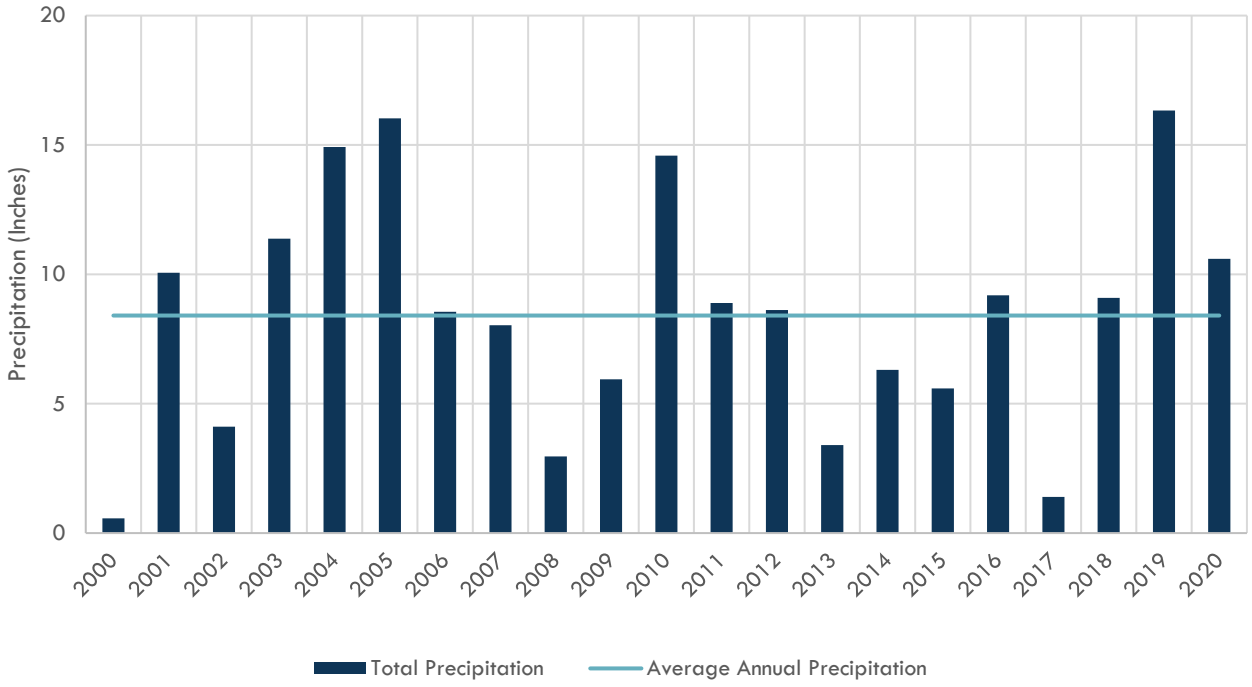


Figure 3-2. CIMIS Station 153 Annual Precipitation from 2000-2020

Table 3-1. CIMIS Station 153 Average Monthly Climate Data Based on 2000-2020 Data

MONTH	AVG PRECIPITATION (IN)	AVG ETO (IN)	AVG AIR TEMP (°F)
January	1.18	2.40	52.40
February	2.03	2.70	53.03
March	1.29	4.05	56.16
April	0.86	5.00	59.13
May	0.27	5.82	63.06
June	0.01	6.61	67.27
July	0.02	7.02	71.88
August	0.05	6.67	72.61
September	0.08	5.30	70.02
October	0.69	3.96	63.88
November	0.88	2.75	57.36
December	1.11	2.10	51.52
AVERAGE YEARLY	**8.41**	**54.39**	**61.55**

3.4 Service Area Population and Demographics

3.4.1 Service Area Population

The City was estimated to have a 2019 total population of 151,625 (U.S. Census, Accessed May 9, 2021). However, as noted above, the City's water service area does not align with the City's municipal limits, so the City's population therefore is not the same as the water service area population. The 2020 United States (U.S.) Census results were not available for the preparation of this report.

For SBX7-7 compliance, the DWR Population Tool was used to estimate the 2020 water service area population. The population for 2025, 2030, 2035, 2040, and 2045 were projected using the annual growth rates based on the population estimates developed by the SDCWA for the SDCWA's 2020 UWMP (Woodard & Curran, 2021). It is important to note that the service area used by the SDCWA for its demand projections is slightly larger than the City's water service area as shown in **Figure 3-1**. This is likely to result in a slightly higher population count and demand projections. However, it was assumed the annual growth rates would be similar.

The City's 2020 water service population is 142,183, while the SDCWA estimated a 2020 population of 137,431. The DWR Population Tool outputs are presented in **Appendix F**. **Chapter 5** discusses how this discrepancy was considered in the compliance assessment.

The SDCWA used the San Diego Association of Governments (SANDAG) Series 14 Regional Growth Forecast (Version 17) to estimate the service area population through 2045 (San Diego Association of Governments, 2019). SANDAG's growth forecast integrates general plans and policies of local land use jurisdictions to perform its updates. This coordination ensures that planned growth, as outlined in the

City's general plan, is integrated in the projected population growth. Per the SDCWA UWMP, the population and demand projections provided to the City include the possible near-term annexation of the Harvest Hills (formerly Safari Highlands development). The approach used to estimate the demand projections is described in **Chapter 4**.

The population estimations in the 2015 UWMP show faster growth than the 2020 UWMP estimations because the SANDAG changed their approach to forecasting. Per SDCWA's UWMP, SANDAG's latest data, Series 14, was updated as follows compared to previous versions.

- In response to Assembly Bill 1086, which requires that population forecasts developed by councils of governments be within 1.5 percent (%) of the total regional population forecast prepared by the California Department of Finance, SANDAG adopted a new approach to utilize Department of Finance population projections for its regional population control totals.
- SANDAG utilized all available housing unit capacity from local jurisdictions because of the projected number of housing units needed to meet the population projections. The housing unit capacities are determined by a local jurisdiction's interpretation of their general plans and govern how many units can be accommodated based on land use and available area out to the year 2050.

Table 3-2 shows the current population for the City's water service area and the projected population based on the SANDAG's Series 14 forecast annual growth rate, which accounts for potential expansion of the water service area. **Table 3-2** also shows the annual growth rate based on the SANDAG's Series 14 projections.

Table 3-2. Current and Projected Population Growth (Required DWR 3-1R)

POPULATION SERVED	2020	2025	2030	2035	2040	2045
Population	142,183	148,825	150,245	151,692	153,215	158,496
Annual Growth Rate		1.10%	0.19%	0.19%	0.20%	0.68%

[1] The 2020 population is based on the DWR Population Tool. Projections are based on SANDAG's Series 14 annual growth rate for the City, which were developed as part of the SDCWA's 2020 UWMP.

3.4.2 Other Social, Economic, and Demographic Factors

According to the U.S. Census Bureau, the 2019 median household income (MHI) for the City is $64,038, the per capita income is $28,049, and the level of poverty is 14.2%. The City is comprised of 51.7% Latino, 35.1% white, 7.1% Asian, 2.2% Black, 1% American Indian, and the rest are native Hawaiian and more than two races (U.S. Census, Accessed May 9, 2021).

According to the SANDAG forecast variables (San Diego Association of Governments, 2019) prepared by the SDCWA for the City's (not the water service area), the 2025 MHI within the service area is estimated to be $56,743 and is expected to grow to $61,518 by 2045. The top five employment categories in the City's service area are retail trade (22%), education and health services (16%), leisure and hospitality (12%), government (11%), and professional and business services (10%), which account for 70% of the total jobs. **Table 3-3** shows the current and projected SANDAG employment counts by sectors and MHI for the City's area.

Table 3-3. SANDAG Series 14 Growth Forecast Variables for the City's Service Area

	2025	2030	2035	2040	2045
Median Household Income	$ 56,743	$ 58,121	$ 59,397	$ 60,393	$ 61,518
Agricultural Employment Counts	376	376	376	376	376
TOTAL NON-AG EMPLOYMENT COUNTS	**37,121**	**38,105**	**38,985**	**39,628**	**40,254**
Construction	2,744	2,778	2,816	2,855	2,877
Manufacturing	929	1,064	1,090	1,094	1,097
Wholesale Trade	434	434	434	434	434
Retail Trade	8,112	8,196	8,388	8,519	8,674
Transportation, Warehousing, Utilities	312	312	312	312	312
Information	371	381	391	394	400
Finance and Real Estate	1,702	1,726	1,754	1,775	1,810
Professional and Business Services	3,782	3,842	3,919	3,981	4,033
Education and Health Services	5,830	5,926	6,038	6,146	6,244
Leisure and Hospitality	4,494	4,762	4,866	4,912	4,955
Other Services	1,733	1,752	1,772	1,788	1,801
Government	4,085	4,256	4,463	4,623	4,747
Self Employed and Domestic	2,593	2,676	2,742	2,795	2,870

3.5 Land Uses within Service Area

The City and its water service area include residential, open space, commercial, industrial, and agricultural land uses. There are significant agricultural endeavors in and around the City and its water service area which use a combination of City water, private wells and, in the near future, recycled water, as discussed in **Chapter 6**.

The City's current land uses per the General Plan are shown in **Table 3-4**. Projected land uses are embedded in SANDAG's information, which was used for the population projections. In general, SANDAG's population growth forecast undergoes an extensive coordination process to integrate general plans and policies of local land use to perform its updates. The forecast process consists of two phases. First, a forecast for the entire San Diego region is produced based on economic and demographic trends. For Series 14, the demographics are based on the 2017 published population projections from the California Department of Finance. The second phase allocates the forecasted growth to smaller geographic areas. This allocation distributes growth based on a variety of factors, including available capacity for housing and accessibility to jobs and transportation. The allocation does not allocate growth beyond what is allowed for by any jurisdiction's general plan.

Table 3-4. Land Uses per City's General Plan

LAND USES PER GENERAL PLAN	2020 LAND USES (ACREAGE)
Low density Single Family	1,962
Single Family	6,814
Multi-family	3,356
Industrial	271
Office	710
Roads	73
Parks	799
Specific Planning Areas (mix of uses)	1,740
TOTAL	**15,725**

4 Water Use Characterization

2020 URBAN WATER MANAGEMENT PLAN

This chapter describes and quantifies the City's past, current, and projected water uses through 2045. The City provides potable and recycled water to customers within its service area.

Demand projections are dynamic, often changing as a result of economic, political, and environmental pressures. Several factors can affect demand projections, including land use revisions, new regulations, consumer choice, economic conditions, transportation needs, environmental factors, conservation programs, and plumbing codes. These factors can affect the amount of water needed, the timing, and/or location of when and where it is needed. Because the City's service area includes primarily residential development, population growth is an influential factor in determining water demand projections.

The projections presented in this UWMP do not attempt to forecast extreme economic or climatic changes. Likewise, no speculation was made regarding future plumbing codes or other regulatory changes.

IN THIS SECTION

- Non-Potable vs. Potable Water Use
- Past and Current Water Use
- Water Use Projections through 2045
- Low Income Water Use
- Climate Change Considerations

4.1 Non-Potable Versus Potable Water Use

The City provides potable water to about 27,170 connections and delivers "disinfected tertiary recycled water" to City and Rincon recycled water customers for irrigation and industrial use. The City treats all of its water supplies, which are discussed in **Chapter 6**. Current potable water uses are discussed in this chapter and recycled water uses are discussed in **Chapter 6.2.5**.

The City is implementing a Membrane Filtration Reverse Osmosis (MFRO) facility for agriculture irrigation, which is anticipated to be completed within the next five years. The MFRO facility will produce advanced treated water so that it can be blended with "disinfected tertiary recycled water" from the HARRF to reduce the salt content.

4.2 Past, Current, and Projected Water Use by Sector

4.2.1 Water Use Sectors Listed in Water Code

Water suppliers are required to identify water uses, to the extent that records are available, for at least each of the 10 water use sectors identified in CWC Section 10631(d) to assist in the water demand projections. The City primarily serves potable water to customers and a small amount of recycled water. Recycled water uses are described in **Chapter 6.2.5**.

The City has the following water uses:

Single-Family Residential (SFR)

SFR customers are typically on a lot with a free-standing building containing one dwelling unit that may include a secondary dwelling. On average, SFR demand is about 37% of total uses.

Multi-Family Residential (MFR)

MFR customers are typically multiple dwelling units within one building or several buildings within one complex. On average, MFR demand is about 18% of total uses.

Commercial

Commercial customers provide or distribute a product or service. There are 9 customers where the meters served a combined residential and commercial use. Those customers are included here. On average, commercial demand is about 8% of total uses.

Industrial

Industrial customers typically manufacture or process materials. On average, industrial demand is less than 0.4% of total uses.

Institutional/Governmental

These users are dedicated to public services, such as higher-education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions. On average, this demand is about 2% of total uses.

Landscape Irrigation

Some of the landscape irrigation in the City is served through dedicated irrigation meters that can be tracked on their own, separate from irrigation uses served through other types of meters, such as residential or commercial. On average, this demand is about 8% of total uses.

Agricultural Irrigation

This water use is for commercial agricultural irrigation. Currently, the City tracks treated and untreated water supplies. For the purpose of this UWMP, these were combined. On average, agricultural demand is about 16% of total uses.

Sales/Transfers/Exchanges to Other Agencies

The City sells water to Rincon. The exchange is discussed in **Chapter 6.2.7**. On average, sales to Rincon are approximately 2% of total uses.

Losses

Distribution system water losses are the water losses anywhere from the point of water entry to the distribution system to the delivery point to the customer's system. Water losses are discussed in **Chapter 4.2.3**.

4.2.2 Past and Current Water Use

The past and current water use is presented in **Table 4-1**. **Table 4-2** shows FY19/20 water use. Past water uses help suppliers understand water use trends, which are crucial for developing water use projections. In general, the top water uses within the City are residential, agricultural irrigation, water losses, commercial, and dedicated landscape irrigation. These uses compose about 96% of the total demand.

Residential (i.e., SFR and MFR) demand accounts for about 55% of the total demand and has remained relatively constant since FY15/16. Agricultural irrigation accounts for about 16% of the demand and has fluctuated between 14% and 18%. This use includes both treated and untreated water provide to agricultural users. Both commercial and dedicated landscape irrigation account for about 8% of total demand, each, and are have remained relatively constant. From FY15/16 to FY19/20, water use increased by about 1,665 AFY. Water use toward the end of FY19/20 may have been affected by the COVID-19 pandemic, due to the government-mandated closures of schools and businesses and extended stay-at-home orders. However, no drastic changes in water use were observed.

The use of recycled water is discussed in **Chapter 6.2.5**.

Table 4-1. Historical and Current Water Use by Customer Class, AFY

CUSTOMER CLASS	FY15/16	FY16/17[1]	FY17/18	FY18/19	FY19/20
Single Family	6,933	7,501	8,132	7,276	7,419
Multi-Family	3,485	3,618	3,723	3,572	3,619
Commercial	1,605	1,694	1,787	1,701	1,619
Industrial	79	84	82	63	49
Institutional/Governmental	418	461	568	474	399
Dedicated Landscape Irrigation	1,432	1,677	1,860	1,641	1,698
Agricultural irrigation	3,162	3,353	4,028	2,827	3,057
Sales/Transfers/Exchanges to Other Agencies	322	357	388	348	368
Losses	1,526	173	1,223	1,922	2,397
TOTAL	**18,962**	**18,918**	**21,791**	**19,824**	**20,627**

[1] The FY16/17 was excluded from the average calculations due to the low water losses calculated.

Table 4-2. Actual Demands for Water, AFY (Required DWR Table 4-1R)

USE TYPE[1]	ADDITIONAL DESCRIPTION	LEVEL OF TREATMENT WHEN DELIVERED	2020 VOLUME
Single Family		Drinking Water	7,419
Multi-Family		Drinking Water	3,619
Commercial		Drinking Water	1,619
Industrial		Drinking Water	49
Institutional/Governmental		Drinking Water	399
Landscape		Drinking Water	1,698
Agricultural irrigation	See note 2	Drinking Water	3,057
Sales/Transfers/Exchanges to Other Agencies	Sales to Rincon Customers	Drinking Water	368
Losses		Drinking Water	2,397
-		**TOTAL:**	**20,627**

[1] Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4 R.

[2] The City provides treated and untreated water (i.e., 631 AFY) to its agricultural users. For the purpose of this UWMP, these were combined.

4.2.3 Distribution System Water Losses

Distribution system water losses are the potable water losses from the point of water entry into the distribution system to the point of delivery to the customer's system. Water loss can result from aging infrastructure, flushing programs, fire flow testing, leaks, seepage, theft, meter inaccuracies, data-handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. **Chapter 9.2.5** discusses the City's programs to assess and manage distribution system real losses.

Water losses were calculated as the difference between billed consumption and total production and are summarized in **Table 4-3**. Over the past five years, the City's water losses have ranged from 6% to 13% of production. The water loss estimated in FY16/17 was excluded from the average calculation because it was very low.

CWC Section 10631 (d)(3)(C) requires water suppliers to provide data to determine whether the supplier will meet its State Water Board water loss performance standard. Although the standard has not yet been implemented, the data needs to be included in the 2020 UWMP. Compliance with the future water loss performance standards will be determined in the next UWMP cycle.

More detailed assessments of water loss were completed using the American Water Works Association (AWWA) Water Audit Software. The results for the five most recent years are presented in **Table 4-4**. The AWWA water audits for these years are provided in **Appendix G**. However, the 2020 water audit report will not be available before UWMP submittal. Values in **Table 4-3** differ from **Table 4-4** because they were completed using different definitions, assumptions, and estimates for water loss. **Table 4-4** includes estimates for unbilled, unmetered, and apparent losses, which differ from **Table 4-3**.

Table 4-3. Water Losses

	FY15/16	FY16/17[1]	FY17/18	FY18/19	FY19/20
Losses, AFY[2]	1,526	173	1,223	1,922	2,397
Percentage of Production, %	9%	1%	6%	11%	13%

[1] The FY16/17 was excluded from the average calculations due to the low water losses calculated.
[2] Water losses were calculated as the difference between billed consumption and total production

Table 4-4. 12 Month Water Loss Audit Reporting, AFY (Required DWR Table 4-4R)

REPORT PERIOD START DATE		
MM	YYYY	VOLUME OF WATER LOSS*
1	2016	653
1	2017	835
1	2018	1,343
1	2019	1,952
1	2020	not yet available

[1] Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.

4.2.4 Projected Water Use

The City prepared demand projections using the SANDAG's Series 14 population annual growth rates, presented in **Table 3-2**, and recent per capital water use specific to the City's water service area. Between 2010 and 2020, the City's water service area Gallons per Capita per Day (GPCD) was between 120 and 177, as shown in **Table 4-5.** The City's GPCD was significantly reduced between 2015 and 2016, which may be a result of the state mandates implemented in response to the 2014-2017 drought declaration. The City's GPCD has remained low compared to pre-mandates conditions.

Table 4-5. 2010 to 2020 Population, Gross Water, and GPCD

YEAR	POPULATION	TOTAL PRODUCTION (AFY)	SALES TO OTHER AGENCIES (AFY)	GROSS WATER (AFY)	GPCD
2010	129,350	25,578	Not Available	25,578	177
2011	130,633	21,519	Not Available	21,519	147
2012	131,917	23,283	Not Available	23,283	158
2013	133,200	24,613	Not Available	24,613	165
2014	134,483	25,301	Not Available	25,301	168
2015	135,767	21,879	384	21,495	141
2016	137,050	18,962	322	18,640	121
2017	138,333	18,918	357	18,561	120
2018	139,616	21,791	388	21,403	137
2019	140,900	19,824	348	19,476	123
2020	142,183	20,627	368	20,259	127

For planning purposes, a GPCD of 155 was used to estimate the demands through 2045. The GPCD factor used is the average of the 2014 and 2015 years, which is the transition period of when mandatory water restrictions were imposed, and thus is assumed to be the "new" unconstrained conditions. It is assumed that demands will increase at the same rate as the SANDAG's Series 14 population projections. The total projected water demands were then allocated to the City's water uses based on the average water usage percentage for the reporting period. **Table 4-6** presents the projected demands by customer class through 2045.

Table 4-6. Projected Demands for Water, AFY (Required DWR Table 4-2R)

USE TYPE [1]	ADDITIONAL DESCRIPTION (AS NEEDED)	PROJECTED WATER USE [2,3] *REPORT TO THE EXTENT THAT RECORDS ARE AVAILABLE*				
		2025	2030	2035	2040	2045
Single Family		9,470	9,560	9,652	9,749	10,085
Multi-Family		4,582	4,625	4,670	4,717	4,879
Commercial		2,136	2,156	2,177	2,199	2,275
Industrial		87	88	89	90	93
Institutional/Governmental		592	597	603	609	630
Landscape	Served by dedicated irrigation meters	2,110	2,130	2,151	2,172	2,247
Agricultural irrigation		4,160	4,200	4,240	4,283	4,430
Sales/Transfers/Exchanges to other Suppliers	Sales to Rincon	454	458	463	467	483
Losses		2,249	2,271	2,293	2,316	2,396
TOTAL		**25,839**	**26,086**	**26,337**	**26,602**	**27,518**

[1] Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.

[2] Units are in AF and remain consistent throughout the UWMP as reported in Table 2-3.3

For reference, the demand projections prepared by the SDCWA with the City's input are presented in **Table 4-7**. The SDCWA provided the baseline demand forecast, the conservation savings, the near-term annexation demands, and the net total demands. The City's demand projections are within 3% of the SDCWA's projections and are more conservative for planning purposes. The City is committed to continuing conservation and comply with upcoming regulations.

Table 4-7. SDCWA Water Demand Projections, AFY

SDCWA PROJECTIONS[1]	2025	2030	2035	2040	2045
Baseline Demand Forecast	25,003	25,392	25,783	26,251	27,092
Conservation	2,212	2,348	2,612	2,947	3,146
Near-Term Annexations[2]	694	694	694	694	694
Net Total Water Demands[3]	23,485	23,738	23,865	23,998	24,640

[1] Estimates provided by SDCWA. Based on the SANDAG Series 14 Regional Growth Forecast (Version 17), adopted October 25, 2019. The demand projections are based on December 2020 projections.

[2] The near-term annexation for the City includes Harvest Hills (formerly Safari Highlands). This information is presented in Appendix K of the SDCWA 2020 UWMP.

[3] The net total water demands were estimated by subtracting the conservation savings and adding the near-term demand to the baseline demand forecast.

The total overall water customer water, including recycled water, is presented in **Table 4-8**.

Table 4-8. Total Gross Water Use, AFY (Required DWR Table 4-3R)

	2020	2025	2030	2035	2040	2045
Potable Water, Raw, Other Non-potable *From DWR Tables 4-1R and 4-2 R*	20,627	25,839	26,086	26,337	26,602	27,518
Recycled Water Demand *From DWR Table 6-4 R*	464	3,935	4,105	7,585	7,665	7,745
TOTAL WATER USE	21,091	29,774	30,191	33,922	34,267	35,263

4.2.4.1 Codes and Other Considerations Used in Projections

In 2018, following the most recent drought, California Legislature established a framework centered on "Making Water Conservation a California Way of Life" to help the State better prepare for droughts and climate change by establishing statewide water efficiency standards and incentivizing recycled water[1]. The resulting legislation of SB 606 and Assembly Bill 1668, along with future regulations, will impact water providers over the coming years, requiring indoor, outdoor, and commercial, industrial, and institutional water use goals; water loss standards; annual water budgets; and documented preparation for long-term water shortages. All of the water use goals together will form a total urban water use objective specific for each water agency. DWR has provided recommended standards for indoor residential water use, and other urban water use goals are currently being developed and are expected to be released in late 2021. The State Water Board is anticipated to adopt the element that includes the total water use objective in 2022, and agencies will begin reporting their water use compared to their urban water use objective beginning in 2024, with compliance anticipated by 2027. Because most of the water use goals are unknown, and none have been adopted by the State, the City's total urban water use objective is unknown and was not incorporated into the demand projections above. However, the City is tracking the water use efficiency standards and goals and is aware it may need to implement additional conservation to meet its total urban water use objective as mandated by the State in the future.

As part of the SDCWA's demand projections, the SDCWA estimated the conservation savings for each member agency using the Alliance for Water Efficiency Water Conservation Tracking Tool (AWE Tool). For additional information on the approach and assumptions, refer to **Section 2.4.2** of the SDCWA's 2020 UWMP (Woodard & Curran, 2021). For the purpose of this UWMP, the conservation savings prepared by SDCWA are included as reference only in **Table 4-7**. This section provides an overview of the process employed by the SDCWA.

The AWE Tool estimated both the active and passive savings resulting from demand management programs. Active conservation savings refer to savings achieved directly from customers implementing various demand reduction actions, while passive conservation savings refer to code-based water savings (like updated plumbing fixtures, etc.). The SDCWA subtracted the conservation savings from the baseline demands to derive the long-range demand forecast in five-year increments.

[1] "Making Water Conservation a California Way of Life" was prepared by the State Water Resource Control Board, November 2018.

Active conservation savings

Active conservation savings are derived from conservation programs and activities implemented within the SDCWA service area. Over 50 active conservation activities (such as indoor and outdoor incentives, landscape classes, and WaterSmart irrigation checkups) are tracked in the AWE Tool and are based on agencies' program participation. Water savings from these activities are calculated using water efficiency estimates, by activity type, contained in the standardized AWE Tool Library. Future active conservation savings are set at the 2020 level of conservation program activity moving forward, absent a large-scale turf replacement program and state-mandated water-use reductions.

Passive conservation savings

Passive conservation savings are based on appliance standards, plumbing code changes, and conversion of active savings to passive as the useful life of devices are reached. The passive conservation element includes estimated future savings from appliance standards and code changes, as well as savings from the 2015 Model Water Efficient Landscape Ordinance(MWELO) (State of California Department of Water Resources, 2015). An 80% MWELO compliance level was assumed on new residential development and most of these savings were assumed to continue over the UWMP planning horizon.

The SDCWA CWA-MAIN model also projected future water conservation savings based on historical trends and other industry standard planning tools, consistent with the approach outlined in the Guidebook. Both active and passive conservation savings were applied to the total baseline demand. The SDCWA estimated future active conservation savings as the 2020 level of conservation program activity that did not include turf replacement or state-mandated reductions. Passive savings were based on appliance standards, code changes, and the 2015 MWELO.

4.2.5 Characteristic Five-Year Water Use

In addition to past and projected uses, the UWMP includes an analysis of anticipated conditions for the next five years (2021–2025). The demand projections established in this chapter assume typical, unconstrained demand (without demand reduction actions in place). In the next five years, the City anticipates that potable demands may increase by approximately 5,450 AFY from current conditions, assuming no conservation savings. Details on an analysis for the next five years are provided in **Chapter 7**.

4.3 Water Use for Lower Income Households

A "low-income household" is defined as a household that has an income lower than 80% of the county's median income. Low-income housing projections are developed by SANDAG as part of the Regional Housing Needs Assessment (RHNA) 6th Housing Element Cycle. SANDAG identified the total number of households within the region, including the number of households within the City (San Diego Association of Governments, 2020). In addition, the number of very low, low, moderate, and above moderate households by local jurisdiction was also provided. Based on the total number of households by income class published in the RHNA 6th Housing Element Cycle, approximately 49% of households within the City are considered very low- or low-income households. This percentage was assumed to remain constant throughout the planning period and was applied to the residential (i.e., SFR and MFR) demand projections established above to determine the total low-income demands for 2025–2045, as shown in **Table 4-9**.

Table 4-10 is the required DWR Table 4-5R, which requires an indication of whether the demand projections included low-income households and conservation savings.

Table 4-9. Low Income Demand Projections, AFY

	2025	2030	2035	2040	2045
Residential Low-Income Demand	6,874	6,939	7,006	7,076	7,320

Table 4-10. Inclusion in Water Use Projections (Required DWR Table 4-5R)

Are Future Water Savings Included in Projections? Refer to Appendix K of UWMP Guidebook.	No
Section or page number where the citations utilized in the demand projects can it be found:	
Are Lower Income Residential Demands Included in Projections?	Yes

4.4 Climate Change Considerations

The SDCWA included a description of how the effect of climate change was incorporated into its water demands modeling for each agency. It is a qualitative evaluation approach that uses a manageable number of climate change scenarios to develop a range of potential demands. Five different climate scenarios were substituted into the CWA-MAIN model. While the scenarios were identified using region-average temperature and precipitation, the demand for each member agency was forecasted using the selected scenario's precipitation and temperature data for the individual member agency's location within the region. This assured that demand forecasts for a particular member agency, such as the City, were derived for a consistent scenario, would better represent real coexistent weather regionally, and could be sensibly aggregated to regional totals, while retaining the climatic heterogeneity typical to the region.

In general, the effects of climate change impacts on water demand projections are important but have a level of uncertainty as climate change research advances over time. The climate change considerations on water supplies are discussed in **Chapter 6.2.10** and **Chapter 7**.

2020 URBAN WATER MANAGEMENT PLAN

5 SBX7-7 Baseline, Targets and 2020 Compliance

This chapter describes the Water Conservation Act of 2009, also known as SBX7-7, Baseline, Targets, and 2020 Compliance and demonstrates that the City is in compliance with the 2020 targeted water use reduction of 20%.

IN THIS SECTION

- Target and Baseline Method Summary
- Baselines & Targets
- SBX7-7 Forms and Tables
- 2020 Compliance

Senate Bill 7 of Special Extended Session 7 (SBX7-7) was incorporated into the UWMP Act in 2009 and requires that all water suppliers increase water use efficiency with the overall goal to decrease per-capita water consumption within the state by 20% by the year 2020. SBX7-7 required DWR to develop certain criteria, methods, and standard reporting forms through a public process that water suppliers could use to establish their baseline water use and determine their water conservation targets. SBX7-7 and DWR's Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (State of California Department of Water Resources, 2016) specifies methodologies for determining the baseline water demand, the 2015 interim urban water use target, and the 2020 urban water use target for the City as described in the following sections.

The SBX7-7 Verification Forms, which are required to be submitted to DWR to demonstrate compliance with the SBX7-7 requirements, are presented in **Appendix H**. This section also demonstrates that the City achieved its 2020 water use target.

5.1 Guidance for Wholesale Suppliers

The City sells potable water to a select number of Rincon customers. This volume is excluded from the SBX7-7 compliance calculation. In FY19/20, the City sold 368 AFY to Rincon.

5.2 SBX7-7 Forms, Tables, and 2020 Compliance

The SBX7-7 Verification Form was submitted as part of the City's 2015 UWMP to establish the baseline and 2020 water use target, which remains valid because there were no annexations or other notable changes to the City's service area. A summary of the SBX7-7 Verification Form is presented in **Table 5-1**.

SBX7-7 requires urban water suppliers to establish a per capita water use target for 2020, which can be calculated by using one of four methods:

- **Method 1:** The per capita water use that is 80% of the urban retail water supplier's baseline per capita daily water use using a 10-year average starting no earlier than 1995.
- **Method 2:** The per capita daily water use that is estimated using the sum of several defined performance standards. This method requires quantifying the landscaped area and the baseline CII use.
- **Method 3:** 95% of the applicable state hydrologic region target, as set forth in the DWR Guidebook. The City, located in DWR's South Coast Hydrologic Region Number 4, has a year 2020 target of 95% of 149 GPCD, which is 142 GPCD.
- **Method 4:** A provisional method that was developed by DWR that develops the target based on indoor residential, CII, outdoor, and water loss components.

The City selected to use **Method 1,** which is calculated based on the selected 10-year baseline of 227 GPCD. Using that criteria, the City's selected 2020 target is **182 GPCD**.

As part of the 2020 UWMP, the City must demonstrate compliance with its 2020 water use target by completing SBX7-7 2020 Compliance Form. This form is an abbreviated version of the SBX7-7 Verification Form solely for 2020 compliance calculations. A summary of the SBX7-7 2020 Compliance Form is shown in . As shown in **Table 5-2**, the City's GPCD in FY19/20 is 127, which is 55 GPCD under the target. Therefore, the City met the SBX7-7 target.

In 2020, there was a 4 GPCD increase from the previous year. This increase could be attributed to the COVID-19 pandemic and the associated government-mandated closures of schools and businesses and extended stay-at-home orders. However, this increase did not require adjustment to the 2020 GPCD.

A copy of the completed SBX7-7 Forms is included in **Appendix H**.

Table 5-1. Baselines and Targets Summary (Required DWR Table 5-1R)

BASELINE PERIOD	START YEAR	END YEAR	AVERAGE BASELINE GPCD[1]	CONFIRMED 2020 TARGET [1]
10-15 Year	1999	2008	227	182
5 Year	2003	2007	228	

[1] All values are in Gallons per Capita per Day (GPCD).

Table 5-2. 2020 Compliance (Required DWR Table 5-2R)

2020 GPCD				
ACTUAL 2020 GPCD[1]	2020 TOTAL ADJUSTMENTS[1]	ADJUSTED 2020 GPCD[1]	2020 CONFIRMED TARGET GPCD[1]	DID SUPPLIER ACHIEVE TARGETED REDUCTION FOR 2020? Y/N
127	0	127	182	Yes

*All values are in Gallons per Capita per Day (GPCD).

5.3 Methods for Calculating Population and Gross Water Use

To assess compliance with the 2020 water use target in GPCD, the population and gross water use must be correctly calculated. As discussed in **Chapter 3.4.1**, the City used the DWR Population Tool to estimate the population of its water service area for this target because it was the tool used in past years for this calculation.

The 2020 population is **142,183**, which is higher than the SANDAG's 2020 population estimate of 137,431. The DWR Population Tool will be updated with 2020 census data when it becomes available. However, the DWR Population Tool estimate was selected as it aligns more closely with the City's service area and methodology previously used to estimate the baselines and target. Regardless of the population used, the City is below the 2020 water use target by more than 50 GPCD in either case.

The gross water used was estimated by adding the total water supply production and subtracting the water sold to Rincon. The gross water use was obtained from records maintained by the City. The gross water use is 20,259 AFY.

2020 URBAN WATER MANAGEMENT PLAN

6 Water Supply Characterization

This chapter describes and quantifies the City's current and projected potable and non-potable water supplies. In addition, this chapter aims to characterize each water source to gather the information needed to manage water resources, assess supply reliability, perform the Drought Risk Assessment (DRA), and prepare and implement the WSCP.

The City relies on local and imported water to meets all its potable water demands and supplies recycled water to City and Rincon customers. The City intends to use these supplies to meet current and future demands under varying conditions. In addition, the City is investing in new local projects to expand local supplies. Future local supply expansions are continuously discussed by City staff to ensure a reliable long-term water supply.

IN THIS SECTION

- Water Supply Overview
- Water Supply Characterization
- Energy Intensity

6.1 Water Supply Analysis Overview

The City's relies on local supplies and imported water to meet potable demands. Raw imported water is supplied by the SDCWA and the SLRIWA Settlement Agreement. In 2018, the City started receiving water from the SLRIWA through the SDCWA. The City's local surface water is collected from the San Luis Rey River watershed. **Figure 6-1** shows historical water production, by source, for FY15/16 through FY19/20.

The City plans to use these supplies to meet current and future demands under normal, single-dry, and five consecutive dry year conditions. Currently, the City produces "disinfected tertiary recycled water" for sale to City and Rincon customers. The City has future projects in the works to expand upon recycled water treatment and plans to use recycled water to offset imported water usage in the future.

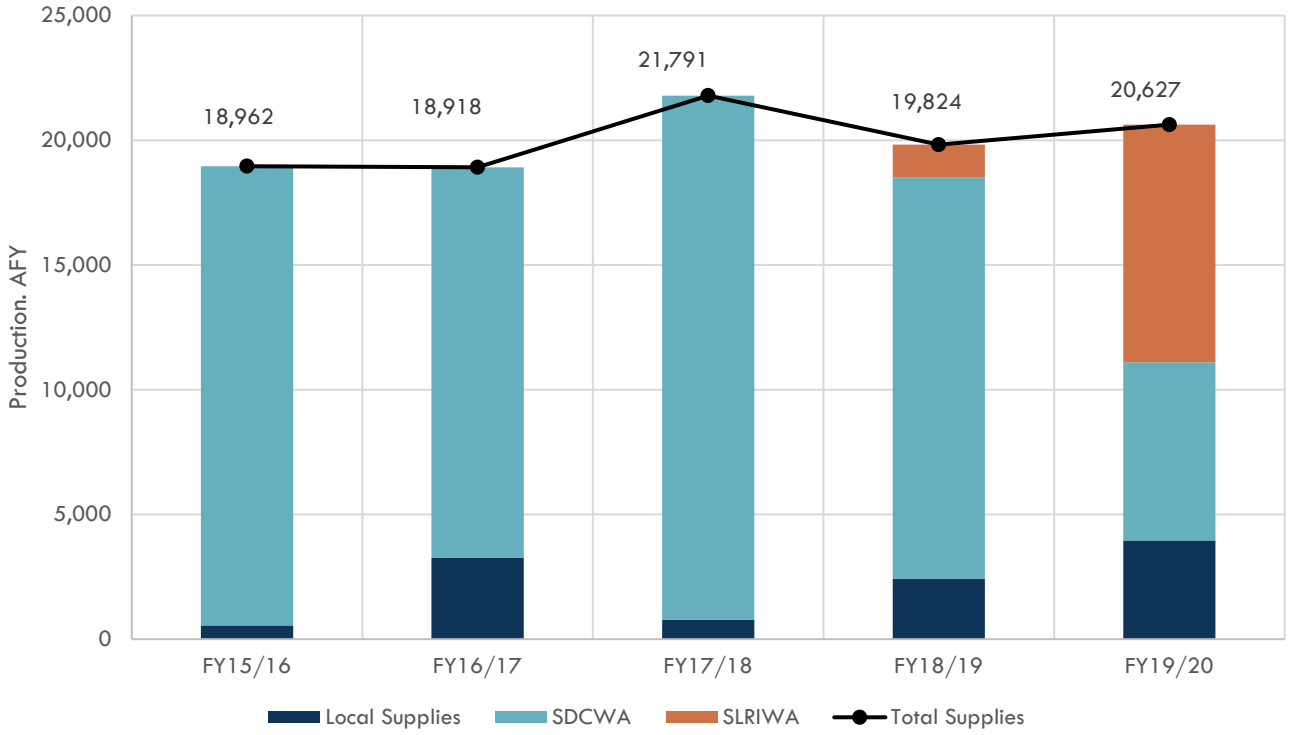


Figure 6-1. City's Historical Water Production, AFY

6.2 UWMP Water Supply

6.2.1 Purchased or Imported Water.

The City receives raw imported water supplied by the SDCWA and the SLRIWA. The SDCWA's core water sources used to supply the City are purchased water from Metropolitan, the SDCWA-Imperial Irrigation District (IID) Water Conservation and Transfer Agreement, and the All-American Canal (AAC) and Coachella Canal (CC) Lining Projects. Under the SLRIWA Settlement Agreement, which is further discussed in **Chapter 6.2.1.3**, the City and VID are entitled to receive an equal amounts if conserved water each calendar year from projects like the AAC and CC Lining Projects. This conserved water is

delivered via the SDCWA aqueducts to which the City has two raw water connections (Escondido 3 and 4) (Atkins, July 2012). Metropolitan and the SDCWA organizations are described below.

6.2.1.1 Metropolitan Water District of Southern California

Metropolitan was created in 1928 following the passage of the Metropolitan Water District Act by the California Legislature to provide supplemental water for cities and communities on the south coastal plain of California. Metropolitan has 26 member agencies, including the SDCWA, and covers an area which includes portions of Ventura, Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties. In general, Metropolitan obtains its water from the Colorado River and the State Water Project (SWP).

Colorado River water is delivered via the Colorado River Aqueduct (CRA) which is owned and operated by Metropolitan. The CRA is more than 240 miles long, beginning at Lake Havasu on the Arizona/California border and ending at Lake Mathews in Riverside County. The aqueduct has the capacity to deliver up to 1.25 million AFY. Before 1964, Metropolitan had a firm annual allocation of 1.212 million AF of Colorado River water through contracts with the U.S. Department of the Interior; however, due to the growth in demand from other states and drought conditions, this water supply is now limited.

The SWP is owned by the State of California and is managed and operated by DWR. Metropolitan and DWR have a long-term SWP water supply contract that entitles Metropolitan to take about 46% of available water from the SWP. The SWP stretches for more than 600 miles from Lake Oroville in the north to Lake Perris in the south. The reliability of SWP supplies is limited by pumping restrictions due to state and federal environmental regulations, the effects of climate change, and hydrology. Based on the Bureau of Reclamation's environmental assessment for the 2018 Addendum (Reclamation, 2018a), the State Water Project will lose approximately 113,000 AF during average years and approximately 207,000 AF during dry years. About half of this reduction in water supply for SWP contractors will impact Metropolitan's water supply. The report projected that the reliability of the annual SWP deliveries will be slightly less when compared to the preceding 2017 report, primarily as a result of the Coordinated Operation Agreement addendum.

The SDCWA relies on water purchases from Metropolitan to meet its supplemental supply gap. Under Section 135 of the Metropolitan Water District Act, each member agency has a preferential right to Metropolitan water. Through recent court rulings, as of June 30, 2020, the SDCWA has a preferential right to purchase 25.83% of Metropolitan's water. In comparison, the SDCWA purchased about 6% of the water Metropolitan sold in fiscal year 2020, well below the preferential rights (Woodard & Curran, 2021).

Historically, during severe drought periods, SWP supplies were scarce and nearly 100 percent of the water came from the Colorado River. Following the drought, water supplies from the SWP resumed, supplementing the Colorado River water. To meet emerging challenges from dry hydrologic conditions and regulatory restrictions that limit supplies, Metropolitan's strategy includes utilizing its storage programs to maximize available supplies in wet years for use in dry years. Because of this, Metropolitan's Final Draft 2020 UWMP report states that Metropolitan is capable of meeting expected demands for its member agencies under normal and dry year conditions through 2045 (Metropolitan Water District of Southern California, 2021).

6.2.1.2 San Diego County Water Authority

The SDCWA was organized on June 9, 1944, under the SDCWA Act for the express purpose of importing Colorado River Water into San Diego County. The SDCWA annexed to Metropolitan in 1946.

The City is one of 24 member agencies of the SDCWA. The member agency status entitles the City to directly purchase water from the SDCWA on a wholesale basis. The City also looks to the SDCWA to

ensure, to the best of its ability, that adequate amounts of water will be available to satisfy future water demands. Each member agency of the SDCWA is autonomous and its city council or board of directors sets local policies, water pricing structures, and appoints representatives (based on assessed valuation) to the SDCWA's Board of Directors. The City currently has one representative on the SDCWA Board.

Historically, the SDCWA has relied on imported water supplies purchased from Metropolitan to meet the needs of SDCWA's member agencies. The imported water from Metropolitan is delivered into the SDCWA's First and Second San Diego Aqueducts from the Metropolitan facilities located just north of the San Diego County/Riverside County line.

After experiencing severe supply shortages from Metropolitan during the 1987–1992 drought, the SDCWA began aggressively pursuing actions to diversify the region's supply sources. Comprehensive supply and facility planning over the last 20 years provided the direction for implementation of these actions. Currently, imported water supplies consist of water purchases from Metropolitan, core water transfers from IID and canal lining projects that are wheeled through Metropolitan's conveyance facilities, and spot water transfers that are pursued on an as-needed basis to offset reductions in supplies from Metropolitan. The largest single-year of imported water sales recorded by the SDCWA was 661,000 AF in fiscal year 2007.

SDCWA – Imperial Irrigation District Transfer Agreement

A Water Resources Plan developed by the SDCWA in 1993 and updated in 1997 emphasized the development of local supplies and core water transfers. Consistent with the direction provided in the 1997 plan, the SDCWA entered into a Water Conservation and Transfer Agreement in 1998 with IID, an agricultural district in the neighboring Imperial County. The SDCWA – IID Water Conservation and Transfer Agreement (Transfer Agreement) allowed for Colorado River water to be conserved and then transferred to the SDCWA for use in the San Diego Region. Through the Transfer Agreement, the SDCWA is entitled to Priority 3(a) water, which is a higher priority water right than Metropolitan's Priority 4 apportionment.

Deliveries into San Diego County from IID started after the execution of the Quantification Settlement Agreement (QSA) in 2003 with an initial transfer of 10,000 AF. The SDCWA receives transfer water each year according to a water delivery schedule contained in the Transfer Agreement, with increasing amounts of water transferred each year.

The initial term of the Transfer Agreement is 45 years, with a provision that either agency may extend the agreement for an additional 30-year term. An added benefit is that during dry years when water availability is low, the conserved water will be transferred under IID's Colorado River rights, which are among the most senior in the Lower Colorado River Basin. Without the protection of these rights, the SDCWA would suffer greater delivery cutbacks when supplies are limited from Metropolitan.

Per the SDCWA, in 2019 and 2020, the SDCWA received 192,500 AF of water which included 2,500 AF of early transfer water. For 2021 and 2022, the quantities from these supplies are scheduled at 205,000 AF and 202,500 AF, respectively. The quantities will then remain fixed at 200,000 AF for the duration of the Transfer Agreement.

Conserved Water from All American and Coachella Canal Lining Projects

In 2003, as part of the execution of the QSA on the Colorado River, the SDCWA contracted for 77,700 AFY of conserved water from projects to line the AAC and the CC. Deliveries of conserved water from the CC reached the region in 2007, and deliveries of conserved water from the AAC reached the region in 2010. These supplies will provide an additional 8.5 million AF over the 110-year life of the agreement. Resources from the canal lining projects are considered verifiable SDCWA supplies.

Metropolitan Water District

The SDCWA's imported water supply sources include purchases from Metropolitan which are separate from, and in addition to, the SDCWA-IID Transfer supplies and Coachella Canal and All-American Canal Lining Projects supplies. **Section 6** of the SDCWA's 2020 Plan contains detailed information on Metropolitan's supplies, and information on SDCWA projected demands on Metropolitan, provided by Metropolitan.

6.2.1.3 San Luis Rey Indian Water Authority

In 2018, the City and VID began receiving water deliveries from the SLRIWA as part of the San Luis Rey Indian Water Rights Settlement Act (Settlement Act). The Settlement Act was passed by Congress in 1988 to settle disputes between the Settlement Parties.

The Settlement Parties are listed as follows:

- **Indian Bands** — The Indian Bands are comprised of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians. Each band acts through a governing body that is recognized by the U.S. Secretary of the Interior
- **Local Entities** — The Local Entities are the VID and the City
- **San Luis Rey Indian Water Authority (SLRIWA)**

This act created the San Luis Rey Water Transfer supply, which authorized up to 16,000 AF per calendar year of conserved water from projects like the AAC and the CC Lining Projects for the Settlement Parties to resolve water right disputes on the San Luis Rey River. Total projected supplemental water transfers for the City and VID, under the Settlement Act, is 15,800 AFY, which is divided equally between these agencies. The SDCWA is required to convey the supplemental water transfer supplied by the SLRIWA to the City and VID.

Additionally, the *Agreement for the Conveyance of Water Among the San Diego County SDCWA, the San Luis Rey Settlement Parties and the United States* was entered into on October 10, 2003. This agreement established terms and conditions for the Supplemental Water Transfer deliveries that included obligation conditions, transportation rate, and creation of a delivery protocol document.

On December 5, 2014, the *San Luis Rey Indian Water Rights Implementing Agreement* was entered into by the City, VID, the State of California, the SLRIWA, and the Indian Bands for the purpose of resolving all claims, controversies, and issues involved in all of the pending proceedings among the parties.

6.2.2 Groundwater

Minimal groundwater sources are found throughout the City's service area. Groundwater wells located throughout the City's service area are privately owned and maintained. The City does not participate in any groundwater withdrawal, storage, or replenishment programs. Therefore, the required DWR Table 6-1R is not included in this report.

6.2.3 Surface Water

The City, in conjunction with VID, share local surface water stored in Lake Henshaw, Lake Wohlford, and Lake Dixon reservoirs, which are within the San Luis Rey River watershed. Local water originates from the watershed and well fields are located near Lake Henshaw. Water from Lake Henshaw is transferred to Lake Wohlford via the San Luis Rey River and a canal originally constructed in the 1890s. The water from Lake Wohlford is delivered to the City via the Escondido Canal, the Bear Valley

Hydroelectric plant, and associated pipelines. Additional untreated water is purchased from SDCWA and stored in Dixon Lake.

The City is entitled to all of the water from Lake Dixon, a portion of the water from Lake Henshaw, and all of the water resulting from runoff in Lake Wohlford. Local supply availability is variable depending on the hydrologic patterns and can provide up to 30% of supply in wet years.

The Escondido-Vista WTP, constructed in 1976, treats all local surface water and all raw imported water to drinking water standards. The facility has the capacity to produce 75 MGD of potable water meeting all state and federal requirements using a combination of mechanical and chemical processes to remove constituents from the raw water supply. Treated water is delivered to separate distribution systems, one to VID and one to the City.

In 2017, the Escondido-Vista WTP was upgraded to enhance the security, safety, and reliability of the overall water treatment process. These improvements included the installation of on-site chlorine dioxide generation and emergency power generators capable of managing the demands of the redesigned WTP during a power outage.

6.2.4 Stormwater

The City does not currently divert stormwater in urbanized areas for beneficial reuse on a large scale. As discussed in **Chapter 6.2.3**, the City is entitled to all of the water derived from runoff in Lake Wohlford. In addition, the City encourages individuals to maximize the benefits of stormwater through programs such as landscape conversions and rebates for rain barrels.

6.2.5 Wastewater and Recycled Water

The Wastewater Division within the City is responsible for safely collecting and treating wastewater, producing recycled water, and protecting the environment and community health. The City's wastewater infrastructure includes a collection system consisting of approximately 360 miles of pipeline and 11 pump stations that feed into the HARRF.

Current, proposed, or possible facilities have or would have the ability to treat collected sewage to the following standards to meet specific customer specifications and needs as follows:

- **Secondary-Treated Wastewater:** Wastewater treated to remove dissolved and settleable solids and organic compounds using physical and biological processes and is typically discharged into the ocean or other nearby waterways. At this level of treatment, the treated wastewater cannot be used for any type of reuse, but it offers a potential future supply to offset potable demands if further treatment can be obtained.
- **Disinfected Tertiary Water:** Secondary-treated wastewater that undergoes tertiary filtration and disinfection, meeting Title 22 regulations. This water type is used mainly for non-potable landscape irrigation.
- **Advanced Treated Recycled Water:** Tertiary-treated wastewater that then endures microfiltration followed by reverse osmosis, for agricultural irrigation uses.
- **Potable Reuse Water:** Tertiary-treated wastewater that undergoes further advanced treatment, typically consisting of ozone and peroxide treatment, stabilization, and disinfection. This water would be either directly distributed into the potable water system or would adhere to an environmental buffer prior to entering the distribution system.

6.2.5.1 Wastewater Collection, Treatment, and Disposal

The City owns and operates the HARRF, which has a design flow capacity of 18 MGD and the capacity to handle instantaneous flows of up to 36 MGD. The HARRF treats influent from the entire City, collected through a network of lift stations and sanitary sewer mains, and the City of San Diego's Rancho Bernardo Community, managed by the City of San Diego. The City and the City of San Diego own 12.7 MGD and 5.3 MGD of HARRF's 18 MGD capacity, respectively. The facility is located in the southwest section of the City and includes conventional treatment facilities as well as associated operations and maintenance buildings.

Secondary treatment of wastewater at the HARRF consists of conventional activated sludge operation, which includes pretreatment, aeration basins, settling tanks, and storage reservoirs. Secondary-treated wastewater is either discharged to the Pacific Ocean through the Escondido Land Outfall (ELO) or receives tertiary treatment for reuse applications in the HARRF's service area. The secondary-treated effluent is treated using chemical coagulation and flocculation, DynaSand® monomedia continuous backwash up flow filtration, and disinfection using ultraviolet light and/or chlorination. The tertiary treatment system has a design flow capacity of 9 MGD and is designed to comply with State Water Resources Control Board (State Water Board) Division of Drinking Water (DDW) criteria for "disinfected tertiary recycled water."

The "disinfected tertiary recycled water" is used to meet recycled water demands. The City's recycled water program is permitted under the San Diego Water Board Order No. R9-2010- 0032. Excess tertiary-treated wastewater may be dechlorinated and discharged to an onsite pond. The onsite pond is tested for total chlorine residual prior to batch discharge to the Pacific Ocean via the ELO, along with secondary-treated wastewater. Under certain conditions, the excess tertiary-treated wastewater may be dechlorinated and discharged to Escondido Creek. The discharge of tertiary-treated wastewater to Escondido Creek is covered under a separate NPDES permit (Order No. R9-2015-0026, NPDES Permit No. CA0108944). The City also sells recycled water to other agencies. More details of the recycled water program included in **Section 6.2.5.2**.The ELO is approximately 14 miles long and connects to the San Elijo Ocean Outfall (SEOO) (shared with the San Elijo Joint Powers Authority). The effluent exits the pipeline approximately 1.5 miles offshore at a depth of 110 feet.

In FY19/20, the HARRF treated about 13.9 MGD. The City expects to continue to produce recycled water and utilize as much of that water as possible for distribution within the City's service area to offset additional potable water supplies. The increased recycled water use includes the addition of the proposed MFRO Facility. HARRF tertiary-treated recycled water will serve as the source of supply to the City's proposed MFRO Facility, which will be located at 901 W. Washington Avenue. The proposed MFRO Facility would be sized to produce 2 MGD of MFRO product water, which, depending on agricultural demands, would be blended with a quantity of HARRF disinfected tertiary-treated recycled water to produce a final agricultural reuse supply that will typically meet an agricultural supply chloride target criterion of 80 milligram per liter (mg/L) or less, when practical. The City has also implemented a program for more effective management of flows. This program includes reducing influent flows through enhanced conservation efforts, identification, reduction/elimination of sources of inflow and infiltration, year-round recycled water use, and installation of additional flow equalization.

Table 6-1 shows the amount of wastewater collected in 2020 within the City's water service area. **Table 6-2** provides the volumes of wastewater treated, discharged, and recycled within the City's service area in 2020. The table reports the total amount of wastewater collected and treated at the HARRF, including the volume reused.

6.2.5.2 Recycled Water Coordination and System Description

The City began serving recycled water to customers in 2004. Currently, the City provides recycled water to 36 recycled water customers and Rincon. Since 2004, the City has constructed treatment facilities, pumping stations, reservoirs, and pipelines. The City's recycled water distribution system

includes 18 miles of pipeline, with the majority of recycled water use serving cooling tower demands at the Sempra Energy Power Plant. Two storage sites are utilized for the City's recycled water, on-site storage at HARRF (1 MG) and Leslie Lane Reservoir (2 MG). **Figure 6-2** shows the City's recycled water system.

In the future, the City will continue to produce recycled water and utilize much of that water for distribution within the City's water service area, which will help offset the need for additional potable water supplies. Recycled water master planning efforts demonstrate that there is sufficient demand for all tertiary water that can be produced from the HARRF. The HARRF and its distribution infrastructure are planned to expand incrementally to increase production as customer demand increases in future years and increase treatment to advanced recycling standards for agricultural uses.

In addition to non-potable uses, the City is exploring advanced water purification technology where wastewater is treated to drinking water standards. The City completed a Feasibility Study for its Potable Reuse Program that outlines a methodology for implementing potable reuse in the City's service area by 2035. Potable reuse may take place indirectly via surface water augmentation where advanced treated water would be blended with reservoir water, treated again, and then distributed as drinking water. The City is also exploring direct potable reuse, whereby advanced treated water would be treated at a water treatment plant and distributed into the potable water system. The City is working with SDCWA, the San Diego Regional Water Quality Control Board, the State Water Resources Control Board, and DDW in pursuing and developing its potable reuse program. This is described in more detail in **Section 6.2.8**.

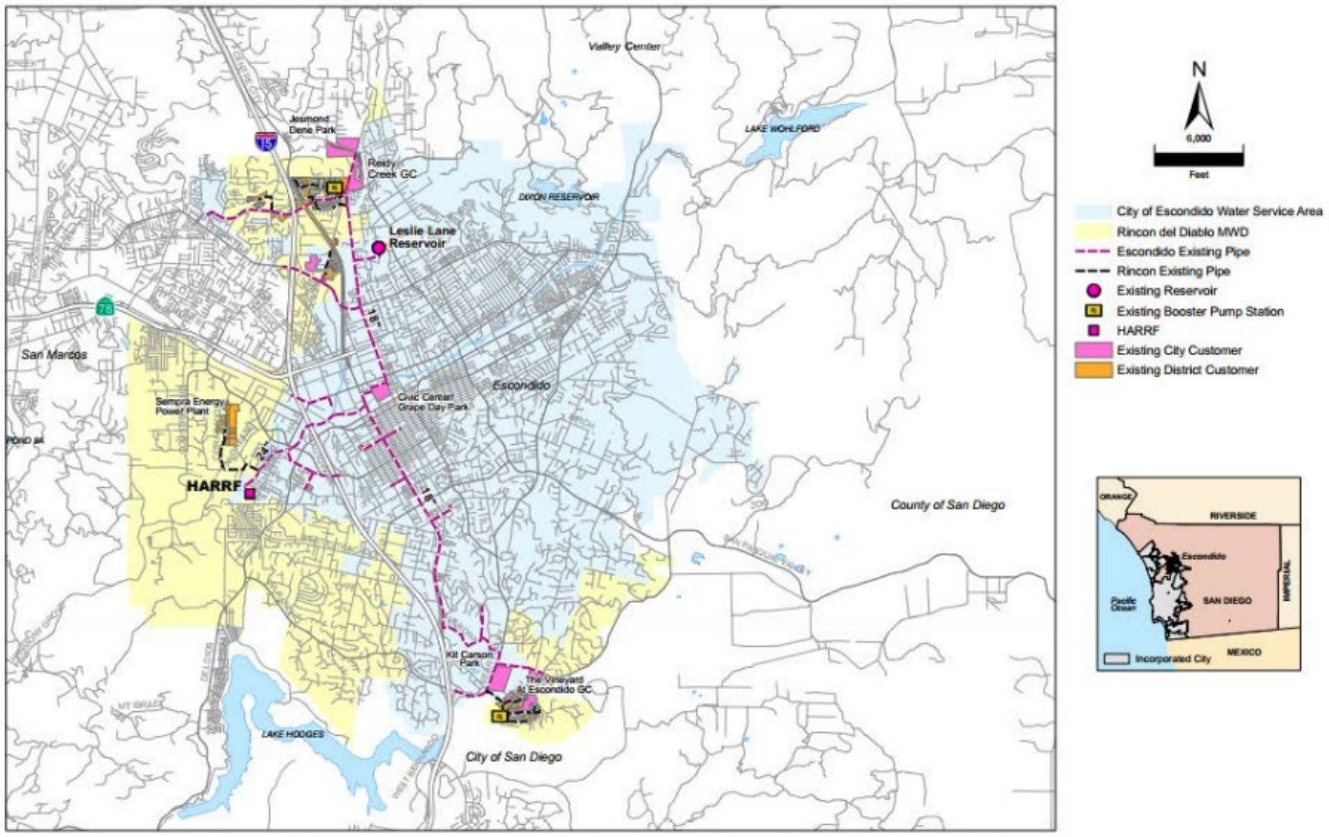


Figure 6-2. City Recycled Water System

6.2.5.3 Potential, Current, and Projected Recycled Water Uses

Table 6-3 summarizes current 2020 recycled water use and future recycled water uses through 2045. This table explains the assumptions made to estimate the projected future demands. **Table 6-4** presents the 2015 recycled water projection compared with actual 2020 use. The use of recycled water for agricultural irrigation was not implemented because of the high total dissolved solids (TDS) in recycled water, which can damage avocado trees. The City does not have industrial customers using recycled water within its service area. However, it does sell recycled water to the Sempra Energy Power Plant through Rincon. Recycled water use for landscape irrigation was lower than the projected 2020 demand.

6.2.5.4 Actions to Exchange and Optimize Future Recycled Water Use

The City's municipal code indicates that recycled water shall be used within its jurisdiction wherever its use is economically justified, financially and technically feasible, and consistent with legal requirements for the preservation of public health, safety and welfare, and the environment. This policy requires the City to prepare and adopt a Recycled Water Master Plan to define, encourage, and develop the use of recycled water.

The City code, as established in 2009, requires that recycled water be used "after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee, to make the conversion to recycled water." (Escondido Municipal Code 31-230.b.3)

Methods used by the City to encourage recycled water use are summarized in **Table 6-5**. Given the cost to implement recycled water activities, it is anticipated that financial incentives, including grant and loan funding, will have the largest impact on increasing recycled water use.

Table 6-1. Wastewater Collected within Service Area in 2020 (Required DWR Table 6-2R)

WASTEWATER COLLECTION			RECIPIENT OF COLLECTED WASTEWATER			
NAME OF WASTEWATER COLLECTION AGENCY	WASTEWATER VOLUME METERED OR ESTIMATED	WASTEWATER VOLUME COLLECTED FROM UWMP SERVICE AREA IN 2020, AFY	NAME OF WASTEWATER AGENCY RECEIVING COLLECTED WASTEWATER	WASTEWATER TREATMENT PLANT NAME	WASTEWATER TREATMENT PLANT LOCATED WITHIN UWMP AREA	WWTP OPERATION CONTRACTED TO A THIRD PARTY
City of Escondido	Metered	15,580	City of Escondido	Hale Avenue Resource Recovery Facility	Yes	No
	TOTAL:	**15,580**				

Table 6-2. Wastewater Treatment and Discharge within Service Area in 2020 (Required DWR Table 6-3R)

WASTEWATER TREATMENT PLANT NAME	DISCHARGE LOCATION NAME OR IDENTIFIER	DISCHARGE LOCATION DESCRIPTION	WASTEWATER DISCHARGE ID NUMBER	METHOD OF DISPOSAL	PLANT TREATS WASTEWATER GENERATED OUTSIDE THE SERVICE AREA	TREATMENT LEVEL	2020 VOLUMES, AFY				
							WASTEWATER TREATED	DISCHARGED TREATED WASTEWATER	RECYCLED WITHIN SERVICE AREA	RECYCLED OUTSIDE OF SERVICE AREA	INSTREAM FLOW PERMIT REQUIREMENT
HARRF	Escondido Land Outfall[1]	The land outfall connects to the San Elijo Ocean Outfall	NPDES Permit R9-2018-0002, CA0107981	Ocean outfall	Yes	Tertiary	15,580	12,730	0[2]	0	0
HARRF	Recycled Water Customers[2]	Recycled Water Customers	R9-2010-0032	Other	Yes	Tertiary	0	0	464	0	0
HARRF	Escondido Creek[3]	Escondido Creek	R9-2015-0026, CA0108944	River or creek outfall	Yes	Tertiary	0	0	0	0	0
						TOTAL:	**15,580**	**12,730**	**464**	**0**	**0**

[1] The City discharges secondary and tertiary effluent via the Escondido Outfall per its NPDES permit.
[2] The City's recycled water use is permitted under a Master Reclamation Permit to recycle up to 9 MGD. The City sold about 464 AFY of recycled water to its customers. The City also sells water to other agencies, but did not report those sales in this table.
[3] The City has an NPDES permit that expired on July 31, 2020, that permitted the discharge to Escondido Creek during wet weather periods when the available capacity to the SEOO (18 MGD) is exceeded. No dischargers occurred in FY 19/20.

Table 6-3. Recycled Water Direct Beneficial Uses within Service Area (Required DWR Table 6-4R)

Name of Supplier Producing (Treating) the Recycled Water:	City of Escondido
Name of Supplier Operating the Recycled Water Distribution System:	City of Escondido
Supplemental Volume of Water Added in 2020:	0
Source of 2020 Supplemental Water:	Wastewater

BENEFICIAL USE TYPE	POTENTIAL BENEFICIAL USES OF RECYCLED WATER	AMOUNT OF POTENTIAL USES OF RECYCLED WATER	GENERAL DESCRIPTION OF 2020 USES	LEVEL OF TREATMENT	2020, AFY	2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
Landscape Irrigation (excludes golf courses)	Commercial and residential landscape irrigation	310-700 AFY[1]	Commercial and residential irrigation	Tertiary	309	380	460	540	620	700
Golf Course Irrigation	Golf course irrigation only	155-510 AFY[2]	Golf course irrigation only	Tertiary	155	155	245	245	245	245
Other	Agricultural Irrigation for avocados and other crops	0-6,800 AFY[3]	No recycled water is currently use for this use.	Advanced (MFRO)	0	3,400	3,400	6,800	6,800	6,800
				Total:	**464**	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**

[1] The projected landscape irrigation demand was estimated by assuming that three new recycled water users will be added every year. Based on 2019 and 2020 data, the average use per user is about 5 AFY.
[2] The golf course irrigation demand was estimated by assuming one new user would be added within the timeline of this report. Based on 2019 and 2020 data, the average use per site 90 AFY.
[3] The City is implementing the MFRO facility, which is anticipated to be completed within the next five years and will produce advanced treated water to blend with recycled water from the HARRF for agricultural use.

Table 6-4. 2015 Recycled Water Use Projection Compared to 2020 Actual (Required DWR Table 6-5R)

USE TYPE	2015 PROJECTION FOR 2020, AFY	2020 ACTUAL USE, AFY
Agricultural Irrigation	750	0
Landscape Irrigation (excludes golf courses)	1,500	309
Golf Course Irrigation	0	155
Industrial Use	750	0
TOTAL:	**3,000**	**464**

Table 6-5. Methods to Expand Future Recycled Water Use (Required DWR Table 6-6R)

NAME OF ACTION	DESCRIPTION	PLANNED IMPLEMENTATION YEAR	EXPECTED INCREASE OF RECYCLED WATER USE, AFY
Financial incentives	Cost sharing	Ongoing	2,200
Retrofits	Assist with onsite retrofits	Ongoing	550
Technical Assistance	Provide ongoing technical assistance to recycled water customers at no charge	Ongoing	550
Recycled Water Supply Reliability	Ensure recycled water supply reliability even during shortages and planned outages (excluding disaster conditions)	Ongoing	550
Public Education	Continue proactive public education campaign regarding safety and reliability of recycled water	Ongoing	550
		TOTAL:	**4,400**

6.2.6 Desalinated Water Opportunities

The City is a member of the SDCWA, which purchases desalinated water from the Claude "Bud" Lewis Carlsbad Desalination Plant. The desalinated water is then mixed with SDCWA's other water sources and distributed to its member agencies. Since the City buys raw water from SDCWA, it does not directly purchase desalinated water. Therefore, the required DWR Table 6-8DS is not included in this report.

6.2.7 Water Exchanges and Transfers

The City borders a number of agencies, including Rincon, VID, Vallecitos Water District, the City of San Diego, and Valley Center Water District. Of these neighboring agencies, the City shares water supply responsibilities to some degree with Rincon and VID. The City serves water to a select number of Rincon's customers, and a small number of the City's customers are served water by Rincon. These services are provided through long-standing exchange agreements.

The City also co-owns and operates the Escondido-Vista WTP with VID. Further, the City has exchange agreements with four neighboring water agencies: Rincon, Valley Center Municipal Water District, Vista Irrigation District, and Vallecitos Water District, in the event of an emergency.

6.2.8 Future Water Projects

Development of new plans and improvements to existing infrastructure are incorporated in the City's Capital Improvement Program. Water system requirements for proposed development projects are consistent with the City's Recycled Water Master Plan, Wastewater Master Plan, and Water Master Plan. The City is currently considering a variety of projects that would enhance the local supply, described in more detail in the following sections. A summary of the City's expected future water supply projects are presented in **Table 6-6**.

6.2.8.1 Advanced Water Treatment for Agriculture Project

The City is currently in the process of completing the MFRO facility which will construct a new microfiltration/reverse osmosis advanced treatment facility with a total production capacity of 3,400 AFY within the next five years. This project is funded under Proposition 84. Water treated at the new facility will be blended with the existing disinfected tertiary treated water produced at the HARRF and distributed to agricultural customers in the northern and eastern areas of Escondido. The City has partnered with Escondido Growers for Agricultural Preservation, the City of San Diego, and Rincon to implement this project. This project supports the San Diego region's goals of supply reliability and sustainability and protects water quality while supporting local agriculture and the economy. Based on demand, the MFRO facility could be expanded to 6,800 AFY by 2035.

6.2.8.2 Potable Reuse Program

Potable reuse involves treating wastewater to such a level that it is safe to use for drinking water purposes. This may take place in two ways: indirectly via an environmental buffer where advanced treated water would be blended with the buffer water, treated again, and then distributed as drinking water, and directly whereby the advanced treated water is distributed directly to the potable water system.

The City is actively studying the requirements of developing local potable reuse water supplies, which would be implemented sometime in the future, no sooner than 2035, under the Potable Reuse Program. The City's Potable Reuse Program includes potable reuse (either direct or indirect), expansion of the recycled water system, and additional off-site storage volume for the peak wet-weather effluent disposal management as well as for generating new water resources supply. This

project could increase the City diversion of discharge flows from the outfall, which is needed due to capacity issues of the ELO, as well as offset potable water demands. A demonstration project would be considered to evaluate effectiveness of different treatment technologies and to ensure compliance with the future reuse standards that DDW is currently creating.

To accommodate the increase in non-potable and potable reuse as considered under the Potable Reuse Program, the City could expand the HARRF to a capacity of 27 MGD for secondary wastewater treatment and 20 MGD for tertiary treatment. The City is working very closely with SDCWA, the San Diego Regional Water Quality Control Board, the State Water Resources Control Board, and the County Department of Health Services in pursuing and developing its potable reuse program.

Table 6-6. Expected Future Water Supply Projects or Programs (Required DWR Table 6-7R)

NAME OF FUTURE PROJECTS OR PROGRAMS	JOINT PROJECT WITH OTHER SUPPLIERS	DESCRIPTION	PLANNED IMPLEMENTATION YEAR	PLANNED FOR USE IN YEAR TYPE	EXPECTED INCREASE IN WATER SUPPLY TO SUPPLIER
MFRO Facility	No	Water treated at the MFRO facility will be blended with the existing disinfected tertiary treated water produced at the HARRF to serve agricultural customers in the northern and eastern areas of Escondido.	2024	All Year Types	3400-6800 AFY
Advanced Water Treatment (AWT) for Potable Reuse	No	The City is studying the requirements of developing local potable reuse water supplies, which could be implemented no sooner than 2035 under the Potable Reuse Program. The City will compare direct versus indirect potable reuse options.	2035	All Year Types	4000-5000 AFY

6.2.9 Summary of Existing and Planned Sources of Water

The City plans to increase local supplies by expanding recycled water facilities and moving towards implementing potable reuse. These additional supplies will provide additional reliable local water sources for the City and will assist in reducing dependence on supplies that are purchased from the SDCWA, which are largely imported. Current water supplies for the City are shown in **Table 6-7**. Future supply projections for normal water year conditions are presented in **Table 6-8**.

Table 6-7. Actual Water Supplies (Required DWR Table 6-8R)

		2020		
WATER SUPPLY	ADDITIONAL DETAIL ON WATER SUPPLY	ACTUAL VOLUME, AFY	WATER QUALITY	TOTAL RIGHT OR SAFE YIELD, AFY
Purchased or Imported Water	SDCWA	7,137	Drinking Water	None
Purchased or Imported Water	SLRIWA	9,532	Drinking Water	7,900
Surface water (not desalinated)	Henshaw and Wohlford Reservoirs	3,958	Drinking Water	None
Recycled Water	City Recycled Water Users	464	Recycled Water	None
	TOTAL:	**21,091**		

Table 6-8. Projected Water Supplies (Required DWR Table 6-9R)

		PROJECTED WATER SUPPLY, AFY									
		2025		2030		2035		2040		2045	
WATER SUPPLY	ADDITIONAL DETAIL ON WATER SUPPLY	REASONABLY AVAILABLE VOLUME	TOTAL RIGHT OR SAFE YIELD	REASONABLY AVAILABLE VOLUME	TOTAL RIGHT OR SAFE YIELD	REASONABLY AVAILABLE VOLUME	TOTAL RIGHT OR SAFE YIELD	REASONABLY AVAILABLE VOLUME	TOTAL RIGHT OR SAFE YIELD	REASONABLY AVAILABLE VOLUME	TOTAL RIGHT OR SAFE YIELD
Purchased or Imported Water	SDCWA[1]	12,939	None	13,186	None	9,437	None	8,702	None	9,618	None
Purchased or Imported Water	SLRIWA[2]	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900
Surface water (not desalinated)	Henshaw and Wohlford Reservoirs[3]	5,000	None	5,000	None	5,000		5,000		5,000	
Recycled Water	MFRO for agricultural users[4]	3,400	None	3,400	None	6,800	None	6,800	None	6,800	None
Recycled Water	HARRF Recycled Water[5]	3,650	None	4,400	None	4,400	None	4,400	None	4,400	None
Other	AWT[6]	-	None	-	None	4,000	None	5,000	None	5,000	None
	TOTAL:	**32,889**		**33,886**		**37,537**		**37,802**		**38,718**	

[1] Imported water will be used to fill the gaps and will be based on the availability of local supplies. There is no total right or safe yield. The City can purchase more water at an additional charge.

[2] Through the San Luis Rey Indian Water Transfer, which is further discussed in Chapter 6.2.1.3, the City is entitled to receive up to 7,900 AF per calendar year of conserved water from projects like the AAC and CC Lining Projects.

[3] The City is entitled to a portion of the water from Lake Henshaw and all of the water resulting from runoff in Lake Wohlford. Local supply availability is variable depending on the hydrologic patterns and can provide up to 30% in wet years. These supplies have a 25-year average of 5,000 AFY.

[4] The City is implementing the MFRO facility, which is anticipated to be completed within the next five years and will produce advanced treated water to blend with recycled water from the HARRF for agricultural use. Based on demand, the MFRO facility could be expanded to 6,800 AFY by 2035.

[5] The projected HARRF production for all non-potable uses, including the recycled water sold to other agencies.

[6] The City is actively studying the requirements of developing local potable reuse water supplies, which are anticipated to be implemented by 2035 under the Potable Reuse Program. The City will compare direct versus indirect potable reuse options.

6.2.10 Climate Change

The SDCWA 2020 UWMP completed an analysis of the long-term effect's climate change may have on the projected water supplies in their service area, thus including the City's service area. Climate change is driven by increasing concentrations of carbon dioxide and other greenhouse gases (GHG) that cause an increase in temperature and stress natural systems, such as oceans and the hydrologic cycle. California faces the prospect of significant water management challenges related to climate change and is already experiencing a wide array of effects. Impacts that are currently occurring and that are projected to continue include increased temperatures, sea level rise, a reduced winter snowpack, and altered precipitation patterns, including more frequent and intense storm events.

One of the biggest factors affecting the City's supplies is the loss of natural snowpack storage due to rising temperatures resulting in snowmelt occurring sooner. This snowpack in the Sierra Nevada is the primary source of water for the SWP. DWR projects a 25-40% reduction in this SWP supply by 2050. In addition, these warmer temperatures can increase evapotranspiration, thus causing the depletion of surface water resources and the increase in irrigation demand.

While actions must be taken to reduce GHG emissions to mitigate impacts on global climate, adaptation to already-occurring impacts is also crucial to continue to effectively manage the State's water resources. Water resource managers and customers can play key roles in improving water and energy efficiency, reducing GHG emissions, and improving stewardship of the State's natural resources.

The City's commitment to utilizing recycled water currently and expanding treatment capabilities in the future helps mitigate the impact of this uncertainty of long-term climate change effects. In addition, the SDCWA has outlined strategies to manage supply uncertainty associated with climate change and are as follows:

- Reduce reliance on Metropolitan's imported water
- Aid member agencies in pursuing projects that maximize local supply sources
- Encourage water conservation programs
- Promote scientific research on the effect's climate change may have on San Diego's imported and local water supplies.

6.3 Energy Intensity

The City monitors energy usage at the Escondido-Vista WTP. In FY2019/20, the Escondido-Vista WTP consumed 3,146,220 kilowatt-hours (kWh) of energy to treat 32,480 AF of water. This corresponds to a total energy intensity of 297 kWh/AF for the Escondido-Vista WTP, and includes both City and VID. Of the total water treated, the City utilized 20,627 AF of water from the Escondido-Vista WTP. Energy intensity for the Escondido-Vista WTP is provided in **Table 6-9**.

Table 6-9. Energy Intensity

	FY19/20
Volume of Water Entering Process (AF)	32,480
Energy Consumed (kWh)	3,146,220
Energy Intensity (kWh/AF)	297

7

2020 URBAN WATER MANAGEMENT PLAN

Water Service Reliability and Drought Risk Assessment

This section describes the reliability of the City's water supplies, which reflects the City's ability to meet the water needs of its customers under varying hydrological conditions. The essential findings are that the City can reliably meet demands based on water supply availability from local surface water and imported water delivered by the SDCWA.

The supply reliability assessment assesses factors such as climate conditions, environmental, water quality, and/or legal constraints that could potentially limit the expected quantity of water available to the City. Multiple drought scenarios are considered, and the quantitative impacts of the factors above on water supply and demand and the possible methods for addressing these issues are discussed.

The City continually looks for opportunities to expand local resources in order to diversify supply and improve reliability. The City has also prepared a comprehensive WSCP to provide reliability in the event of a water shortage, presented in **Appendix A**.

IN THIS SECTION

- Constraints on Water Sources
- Water Service Reliability Assessment
- Drought Risk Assessment

7.1 Water Service Reliability Assessment

The City's 2020 UWMP water service reliability assessment compares the total projected water supply and demands over the next 25 years in five-year increments under normal, single-dry, and multiple dry years.

For this analysis, the City used the same water years as the SDCWA. Based on how the City's water supplies are operated, if the City's future demands are slightly more or less than currently projected, it is anticipated that the supply portfolio maintained by the SDCWA and Metropolitan will be flexible enough to continue to meet the City's water demands. In this analysis, the City shows future supplies meeting future demands.

The second water source for the City is local surface water, which is also highly susceptible to dry periods. For this analysis, the local surface water supply was decreased in single dry and multiple dry years to reflect typical conditions. Despite decreases in this supply, the City expects to meet customer demand by relying on imported water supplies from the SDCWA.

7.1.1 Constraints on Water Sources

As described in **Chapter 6**, the City relies on raw imported water and local surface water to meet potable customer demands. Local surface water is supplied from the San Luis Rey River watershed, and imported water is obtained from the SDCWA and SLRIWA. The City also provides recycled water to City and Rincon customers for irrigation and industrial use. The City is planning several recycled water projects to offset imported water usage. The City expects to continue using these water supplies under normal, single-dry, and multiple dry years.

These water sources may be impacted by climate conditions, environmental, water quality, and/or legal constraints that could limit the expected quantity of water available to the City. The City is also susceptible to supply interruption driven by catastrophic events. The constraints for the imported water are summarized below and are discussed in detail in the SDCWA's and Metropolitan's 2020 UWMPs.

7.1.1.1 Constraints on Imported Supply

The City relies heavily on imported water to meet its potable demands. The primary constraint on the availability of this supply has been in extreme drought conditions. Metropolitan and the SDCWA have made substantial investments to increase water supply reliability during periods of extended drought. As discussed in their respective UWMPs, these wholesale agencies (SDCWA and Metropolitan) have determined that they will be able to meet their projected demands through 2045, which include potable water demands for the City under normal, single-dry year, and multiple dry year conditions. Therefore, the City's imported supply is considered reliable and drought resilient. Individual components of the imported supply, such as the Colorado River and SWP, may experience dry years or extended droughts; however, the diversified improvements put in place by Metropolitan and the SDCWA will allow these agencies to meet demands of their respective member agencies for the next 25 years regardless of hydrologic conditions. The City continues to work closely with the SDCWA for future water supply planning.

Water Availability

SWP water is imported from the Delta. There are increasing concerns about the reliability of imported water, particularly from the Delta, driven by climate change, competing demands, and environmental constraints. Imported water from the SWP may be subject to restrictions during droughts or certain times of the year to maintain minimum flows for environmental needs or legal agreements. The Delta has experienced a declining ecosystem and reduced water deliveries caused by agricultural runoff,

predation of native fish species, urban and agricultural discharge, changing ecosystem food supplies, and overall system operation (Metropolitan Water District of Southern California, 2021).

Colorado River supplies are subject to the QSA, which may change as a result of legal decisions. Drought conditions and climate change impacts may potentially impact Colorado River water supplies. During the recent drought, water allocations from SWP were significantly reduced, leading to a greater proportion of Colorado River supplies in the SDCWA's and Metropolitan's supply mix.

Threats to Infrastructure

Metropolitan's imported supplies must travel across large distances to reach turnouts where local agencies can access the water. California is a seismically active state and prone to wildfires, which could damage imported water infrastructure anywhere along the SWP or CRA in such a manner as to disrupt supply availability. California is also a large state with a large economy, housing some major industries and defense installations. This makes it a potential target for acts of terrorism, including potential threats to its water supplies and infrastructure.

Water Quality

Water quality challenges, such as salinity, algae toxins, disinfection byproduct precursors, nutrients, and the identification of constituents of emerging concern can impact imported water supplies. Poor water quality can result in higher treatment costs to reliably treat water to meet drinking water standards. To date, Metropolitan has not identified any water quality risks that cannot be mitigated. Salinity, particularly in Colorado River supplies, is a significant issue, but Metropolitan anticipates the only constraint will be the need to blend Colorado River water with SWP supplies to meet salinity needs. The SDCWA is committed to protecting water quality in its system and communicates water quality changes to the City to ensure the water quality is protected.

7.1.1.2 Constraint on SLRIWA Supply

The City obtains water from the SLRIWA Settlement Agreement. Under the Settlement Agreement, the United States agrees to deliver up to 16,000 AFY of supplemental water to the Indian Bands, the City, and VID. The City and VID each have the right to remove equal amounts of water each calendar year. For this analysis, it was assumed that the City is limited to 7,900 AFY. Water from the SLRIWA is conveyed through infrastructure owned and operated by the SDCWA. As such, any factors that may affect the SDCWA impacts the SLRIWA water supply.

7.1.1.3 Constraints on Local Surface Water

Seasonal and climatic factors are the primary constraints of the City's local surface water supplies. During a year with higher-than-average precipitation, local surface water can provide the City with approximately 30% of its total supplies. Local surface water is stored in Lake Dixon, Lake Henshaw, and Lake Wohlford reservoirs. These storage reservoirs provide increased reliability of local surface supplies, keeping available supplies relatively level under drought conditions. Under a multiple dry year scenario, surface water storage can decrease, limiting local supplies (RMC Water and Environment, Inc., June 2016).

7.1.1.4 Constraints on Recycled Water

The City's recycled water supplies are reliable and the amount of recycled water available is expected to remain consistent across normal, single-dry, and multiple dry years. The main constraint on recycled water supplies is salinity.

A large portion of recycled water used in the City's service area is for agricultural irrigation and some agricultural growers are concerned with the high salinity content of the recycled water. The City has taken steps to ensure a more reliable water supply is available in the future by investing in the MFRO facility to produce advanced treated water so that it can be blended with "disinfected tertiary recycled water" from the HARRF to reduce the salt content. This project is anticipated to be completed within the next five years.

7.1.2 Year Type Characterization

The water service reliability and DRA analyze supply over several water years: normal, single-dry, and five consecutive dry years.

DWR defines these years as:

Normal (Average) Year

Represents the water supplies a supplier considers available during normal conditions.

- The SDCWA uses an average from 1986 to 2018 to establish normal year supply availability. Since the City obtains the majority of its total supply from the SDCWA, the City utilizes the same period for analyzing imported water supply availability to remain consistent with regional planning.
- Local water was analyzed using a 25-year average in coordination with the SDCWA.

Single-Dry Year

The single dry year is recommended to be the year that represents the lowest water supply available.

- The SDCWA identified 2015 as the single driest year within the historical record.
- FY 2015/16 was identified as the single driest year for local water, consistent with the SDCWA.

Five-consecutive Dry Year

The driest five-year historical sequence for the supplier, which may be the lowest average water supply available for five years in a row.

- The SDCWA identified 2011 through 2015 as the most significant 5-year drought period.
- FY 2011/12 through FY 2015/16 was identified as the five-consecutive dry year period for local water, consistent with the SDCWA.

Table 7-1. Basis for Water Year Data Imported Water (Required DWR Table 7-1R)

		AVAILABLE SUPPLY IF YEAR TYPE REPEATS
YEAR TYPE	BASE YEAR	PERCENT OF AVERAGE SUPPLY
Average Year	1986 - 2018	100%
Single-Dry Year	2015	100%
Consecutive Dry Years 1st Year	2011	100%
Consecutive Dry Years 2nd Year	2012	100%
Consecutive Dry Years 3rd Year	2013	100%
Consecutive Dry Years 4th Year	2014	100%
Consecutive Dry Years 5th Year	2015	100%

Table -2. DWR 7-1R Basis for Water Year Data – Local Water (Required DWR Table 7-1R)

		AVAILABLE SUPPLY IF YEAR TYPE REPEATS	
YEAR TYPE	BASE YEAR	VOLUME OF AVERAGE SUPPLY	PERCENT OF AVERAGE SUPPLY
Average Year		5,000	100%
Single-Dry Year	FY 2015/16	551	11%
Consecutive Dry Years 1st Year	FY 2011/12	5,674	113%
Consecutive Dry Years 2nd Year	FY 2012/13	1,956	39%
Consecutive Dry Years 3rd Year	FY 2013/14	1,510	30%
Consecutive Dry Years 4th Year	FY 2014/15	626	13%
Consecutive Dry Years 5th Year	FY 2015/16	551	11%

7.1.3 Water Service Reliability

Normal demand and supply projections were developed in **Chapter 4** and **Chapter 6** and form the basis of this reliability analysis.

The SDCWA has determined that it will be able to meet the City's potable demands, during normal, single-dry and multiple dry year conditions through 2045. If needed, it is anticipated that the City may be able to purchase additional supply from the SDCWA to meet its potable demands.

In the SDCWA's 2020 reliability assessment, the SDCWA assumed that the projected supplies from Metropolitan were supplemental and calculated as the increment of supply necessary to meet demands after considering member agency verifiable sources and the SDCWA's core supplies. The SDCWA defined "verifiable" as projects with substantial evidence and adequate documentation regarding implementation and use. The SDCWA considers the City's surface water, SLRIWA, MFRO, and HARRF recycled water supplies as verifiable. The AWT project was not considered verifiable. However, it is included in this analysis.

7.1.3.1 Water Service Reliability – Normal Year

The projected supply and demand comparison under normal water year conditions is shown in **Table 7-3**. Under normal conditions, the City will first meet potable demands using local surface water and the SLRIWA imported water prior to purchasing water from the SDCWA. The "Imported Supplies – SDCWA" is the anticipated demand on the SDCWA after local supplies are considered.

Based on the Metropolitan's 2020 UWMP, the SDCWA's demand on Metropolitan is anticipated to be met, even without the implementation of AWT for potable reuse.

Table 7-3. Normal Year Supply and Demand Comparison (A Version of DWR Table 7-2R)

	2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
POTABLE SUPPLIES					
Purpose or Imported Water - SDCWA	13,177	13,432	9,677	8,939	9,859
Purpose or Imported Water – SLRIWA[1]	7,900	7,900	7,900	7,900	7,900
Surface Water - Henshaw and Wohlford Reservoirs[2]	5000	5000	5000	5000	5000
AWT for Potable Reuse	0	0	4,000	5,000	5,000
POTABLE SUPPLY TOTAL, AFY	**26,077**	**26,332**	**26,577**	**26,839**	**27,759**
POTABLE DEMANDS, AFY	**26,077**	**26,332**	**26,577**	**26,839**	**27,759**
DIFFERENCE, AFY	**0**	**0**	**0**	**0**	**0**
NON-POTABLE SUPPLIES					
MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
HARRF for All Other Users	3,650	4,400	4,400	4,400	4,400
NON-POTABLE SUPPLY TOTAL	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
NON-POTABLE DEMANDS	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**

[1] Based on SLRIWA Settlement Agreement. This supply is expected to be consistent under different hydrologic conditions.
[2] Based on 25-year average. This supply is subject to change based on hydrologic conditions.

7.1.3.2 Water Service Reliability – Single Dry Year

The UWMP Act requires the City to assess water supply reliability under a single-dry year over the next 25 years in five-year increments. To estimate demands in single-dry years, the percentage of total demand on the SDCWA in single-dry years compared to a normal year was applied to adjust for typical increases in demand during dry periods.

For the single-dry year assessment, the SDCWA conservatively assumed that Metropolitan would allocate limited supplies to its member agencies. The SDCWA's 2020 reliability results show that the SDCWA can continue to meet customer's demands, including the City's.

Table 7-6 shows the City's single-dry year assessment through 2045. The dry year demand analysis from the SDCWA reflects long-term water use efficiency but does not incorporate potential savings due to extraordinary conservation occurring during droughts. This approach allows for a more conservative shortage analysis and drought response planning.

Table 7-4. Single Dry Year Supply and Demand Comparison (A Version of DWR Table 7-3R)

	2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
POTABLE SUPPLIES, AFY					
Purpose or Imported Water - SDCWA	19,406	19,591	19,805	20,042	20,966
Purpose or Imported Water – SLRIWA[1]	7,900	7,900	7,900	7,900	7,900
Surface Water - Henshaw and Wohlford Reservoirs[2]	551	551	551	551	551
AWT for Potable Reuse	0	0	4,000	5,000	5,000
POTABLE SUPPLY TOTAL	**27,857**	**28,043**	**28,256**	**28,493**	**29,418**
POTABLE DEMANDS	**27,857**	**28,043**	**28,256**	**28,493**	**29,418**
DIFFERENCE	**0**	**0**	**0**	**0**	**0**
NON-POTABLE SUPPLIES					
MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
HARRF for All Other Users	3,650	4,400	4,400	4,400	4,400
NON-POTABLE SUPPLY TOTAL	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
NON-POTABLE DEMANDS	**3,935**	**4,105**	**7,585**	**7,585**	**7,745**
DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,615**	**3,455**

[1] Based on SLRIWA Settlement Agreement. This supply is expected to be consistent under different hydrologic conditions.
2 Based on FY15/16 surface water production.

7.1.3.3 Water Service Reliability – Five Consecutive Dry Years

To estimate demands for five consecutive dry years, the percentage of total demand on the SDCWA in multiple dry years compared to a normal year was applied to adjust for typical increases in demand during dry periods. **Table 7-5** presents the City's five-consecutive year drought assessment through 2045.

Table 7-5. Five Year Consecutive Dry Supply and Demand Comparison (A Version of DWR Table 7-4R)

		2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
FIRST YEAR	**POTABLE**					
	Purchased or Imported Water - SDCWA	14,334	14,803	11,115	10,558	11,491
	Purchased or Imported Water – SLRIWA	7,900	7,900	7,900	7,900	7,900
	Surface Water – Henshaw and Wohlford Reservoirs	5,674	5,674	5,674	5,674	5,674
	AWT for Potable Reuse	0	0	4,000	5,000	5,000
	TOTAL POTABLE SUPPLY	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	POTABLE DEMAND	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	DIFFERENCE	**0**	**0**	**0**	**0**	**0**
	NON-POTABLE					
	MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
	HAARF for All Other Users	3,650	4,400	4,400	4,400	4,400
	TOTAL NON-POTABLE SUPPLY	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
	NON-POTABLE DEMAND	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
	DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**
SECOND YEAR	Potable					
	Purchased or Imported Water - SDCWA	18,052	18,521	14,833	14,276	15,209
	Purchased or Imported Water – SLRIWA	7,900	7,900	7,900	7,900	7,900
	Surface Water – Henshaw and Wohlford Reservoirs	1,956	1,956	1,956	1,956	1,956
	AWT for Potable Reuse	0	0	4,000	5,000	5,000
	TOTAL POTABLE SUPPLY	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	POTABLE DEMAND	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	DIFFERENCE	**0**	**0**	**0**	**0**	**0**
	Non-Potable					
	MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
	HAARF for All Other Users	3,650	4,400	4,400	4,400	4,400
	TOTAL NON-POTABLE SUPPLY	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
	NON-POTABLE DEMAND	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
	DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**

		2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
THIRD YEAR	**POTABLE**					
	Purchased or Imported Water - SDCWA	18,498	18,967	15,279	14,722	15,655
	Purchased or Imported Water – SLRIWA	7,900	7,900	7,900	7,900	7,900
	Surface Water – Henshaw and Wohlford Reservoirs	1,510	1,510	1,510	1,510	1,510
	AWT for Potable Reuse	0	0	4,000	5,000	5,000
	TOTAL POTABLE SUPPLY	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	POTABLE DEMAND	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	DIFFERENCE	**0**	**0**	**0**	**0**	**0**
	NON-POTABLE					
	MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
	HAARF for All Other Users	3,650	4,400	4,400	4,400	4,400
	TOTAL NON-POTABLE SUPPLY	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
	NON-POTABLE DEMAND	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
	DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**
FOURTH YEAR	**POTABLE**					
	Purchased or Imported Water - SDCWA	19,382	19,851	16,163	15,606	16,539
	Purchased or Imported Water – SLRIWA	7,900	7,900	7,900	7,900	7,900
	Surface Water – Henshaw and Wohlford Reservoirs	626	626	626	626	626
	AWT for Potable Reuse	0	0	4,000	5,000	5,000
	TOTAL POTABLE SUPPLY	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	POTABLE DEMAND	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	DIFFERENCE	**0**	**0**	**0**	**0**	**0**
	NON-POTABLE					
	MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
	HAARF for All Other Users	3,650	4,400	4,400	4,400	4,400
	TOTAL NON-POTABLE SUPPLY	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
	NON-POTABLE DEMAND	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
	DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**

		2025, AFY	2030, AFY	2035, AFY	2040, AFY	2045, AFY
FIFTH YEAR	**POTABLE**					
	Purchased or Imported Water - SDCWA	19,457	19,926	16,238	15,681	16,614
	Purchased or Imported Water – SLRIWA	7,900	7,900	7,900	7,900	7,900
	Surface Water – Henshaw and Wohlford Reservoirs	551	551	551	551	551
	AWT for Potable Reuse	0	0	4,000	5,000	5,000
	TOTAL POTABLE SUPPLY	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	POTABLE DEMAND	**27,908**	**28,377**	**28,689**	**29,132**	**30,065**
	DIFFERENCE	**0**	**0**	**0**	**0**	**0**
	NON-POTABLE					
	MFRO for Agricultural Users	3,400	3,400	6,800	6,800	6,800
	HAARF for All Other Users	3,650	4,400	4,400	4,400	4,400
	TOTAL NON-POTABLE SUPPLY	**7,050**	**7,800**	**11,200**	**11,200**	**11,200**
	NON-POTABLE DEMAND	**3,935**	**4,105**	**7,585**	**7,665**	**7,745**
	DIFFERENCE	**3,115**	**3,695**	**3,615**	**3,535**	**3,455**

7.1.4 Descriptions of Management Tools and Options

In FY119/20, the City obtains 81% of its water from the SDCWA. The City will continue to promote conservation attitudes that may offset imported water needs. Should a water shortage occur, the City may implement the WSCP, included in **Appendix A**, to address any shortage conditions and reduce demands.

7.2 Drought Risk Assessment

New to the 2020 UWMP, CWC Section 10635 (b) now requires a Drought Risk Assessment (DRA). The DRA provides a quick snapshot of the anticipated surplus or deficit if a five-consecutive year drought were to occur within the next five years. The DRA evaluates each water supply's reliability and compares available water supplies and projected demands during a five-consecutive dry years scenario. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment. If demands cannot be met by the expected available supply, shortage response actions from the City's WSCP may be implemented. Details on the City's WSCP are provided in **Appendix A.**

7.2.1 Data, Methods, and Basis for Water Shortage Condition

Since the City receives a substantial amount of supply from the SDCWA, the City's DRA reflects the DRA prepared by the SDCWA, which is discussed in Section 9 of the SDCWA's UWMP (Woodard & Curran, 2021).

The SDCWA used the historical period of 2014 through 2018 to represent the driest consecutive five-year period. 2014 through 2018 represents the five-year period with the lowest local water supply production from surface water and groundwater, the two local water supplies that are most susceptible to weather variation. The SDCWA showed no reduction in availability over the five-year period for regional supplies.

Demands over the next five years were estimated by starting with 2020 demands and applying an escalation multiplier. The demand multipliers, shown in **Table 7-8**, were developed by the SDCWA and are based on a weather index used to assess the impact of dry/hot weather on water demands. The dry/hot index was derived by combining historical observations on average maximum daily temperature and precipitation into a single indicator where higher values represent hotter-drier conditions. Specifically, the index was constructed from weather parameters of the water demand forecasting models and used to determine the multipliers for consecutive dry/hot weather (Woodard & Curran, 2021). **Table 7-8** also shows the projected City demands for 2021 through 2025.

Table 7-6. Demand Multipliers and City Demands for 2021 through 2025

	2021	2022	2023	2024	2025
Multiplier[1]	108%	112%	116%	120%	125%
Demand, AFY	22,778	23,622	24,466	25,309	26,364

[1] Demand multipliers developed by the SDCWA and used in their 2020 UWMP analysis (Woodard & Curran, 2021).

7.2.2 DRA Water Source Reliability

The City does not anticipate any supply shortages within the next five years as shown in **Table 7-9**. The SDCWA's DRA concluded that the SDCWA has a surplus between 168,000 AFY and 237,0000 AFY of supplies in all five years and, therefore, actions under the WSCP are not required. Similarly, because of the SDCWA's analysis and large amounts of surplus, the City does not expect any water supply shortages or the need to implement their WSCP.

Although Metropolitan and the SDCWA are expected to have a surplus of water during a five-year drought condition, as described their 2020 UWMPs and DRAs, Metropolitan's near-term assessment reveals that its supply capabilities are expected to exceed its projected water use for years 2022, 2024, and 2025. However, estimates of projected water supply and use reveals that there could be a possible shortfall of core supplies in 2021 and 2023. This shortfall is largely triggered by the assumed repeat of the historical 1988 and 1990 low supply conditions from the SWP to predict supply availability for 2021 and 2023. Actual supply conditions for 2021 and 2023 may prove different from historic supply conditions (Metropolitan Water District of Southern California, 2021). Metropolitan refers to Colorado River and SWP sources as core supplies and specific programs are listed in Table A.4-3 of Metropolitan's 2020 UWMP (Metropolitan Water District of Southern California, 2021).

Metropolitan's DRA illustrates its potential shortage response actions if such a shortfall were to happen. As detailed in Metropolitan's 2020 UWMP (Section 2.5 and Appendix 4), Metropolitan has in place a robust WSCP and comprehensive shortage response plan that includes demand reduction measures and supply augmentation actions. In Metropolitan's DRA, years 2021 and 2023 are estimated to have shortage levels within 10% of water use, corresponding to its WSCP Level 1 Shortage. Metropolitan has a range of response actions that it can take in a Level 1 Shortage, including take from Storage, execute

Flexible Supplies, implement Voluntary Demand Reduction, and implement its Water Supply Allocation Plan. Metropolitan's DRA anticipates taking from storage during these shortfall years to augment its supply and meet its demand. As of January 1, 2021, Metropolitan has 3.2 million AF in storage that may be used for dry year needs within multiple reservoirs to mitigate any potential shortage in 2021 and 2023. In addition, Metropolitan may also take from its water banking programs in the Central Valley, draw from in-region conjunctive use programs, pursue additional supplies through SWP transfers, or exercise any combination of supply augmentation actions.

With a potential surplus estimated for years 2022, 2024, and 2025, no water service reliability concern is anticipated, and no shortfall mitigation measures are expected to be exercised. Metropolitan will periodically revisit its representation of both individual supply sources and of the gross water use estimated for each year and will revise its DRA if needed.

Table 7-7. Five-Year Drought Risk Assessment Tables to Address Water Code Section 10635(b) (Required DWR Table 7-5R)

2021	Gross Water Use	22,778
	Total Supplies	22,778
	Surplus/Shortfall without WSCP Action	0
	PLANNED WSCP ACTIONS (USE REDUCTION AND SUPPLY AUGMENTATION)	
	WSCP (Supply Augmentation Benefit)	0
	WSCP (Use Reduction Savings Benefit)	0
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
2022	Gross Water Use	23,622
	Total Supplies	23,622
	Surplus/Shortfall without WSCP Action	0
	PLANNED WSCP ACTIONS (USE REDUCTION AND SUPPLY AUGMENTATION)	
	WSCP (Supply Augmentation Benefit)	0
	WSCP (Use Reduction Savings Benefit)	0
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
2023	Gross Water Use	24,466
	Total Supplies	24,466
	Surplus/Shortfall without WSCP Action	0
	PLANNED WSCP ACTIONS (USE REDUCTION AND SUPPLY AUGMENTATION)	
	WSCP (Supply Augmentation Benefit)	0
	WSCP (Use Reduction Savings Benefit)	0

	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
2024	Gross Water Use	25,309
	Total Supplies	25,309
	Surplus/Shortfall without WSCP Action	0
	PLANNED WSCP ACTIONS (USE REDUCTION AND SUPPLY AUGMENTATION)	
	WSCP (Supply Augmentation Benefit)	0
	WSCP (Use Reduction Savings Benefit)	0
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%
2025	Gross Water Use	26,364
	Total Supplies	26,364
	Surplus/Shortfall without WSCP Action	0
	PLANNED WSCP ACTIONS (USE REDUCTION AND SUPPLY AUGMENTATION)	
	WSCP (Supply Augmentation Benefit)	0
	WSCP (Use Reduction Savings Benefit)	0
	Revised Surplus/Shortfall	0
	Resulting Percent Use Reduction from WSCP Action	0%

2020 URBAN WATER MANAGEMENT PLAN

8 Water Shortage Contingency Plan

This WSCP is a is a detailed plan for how the City intends to prepare for and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply is reduced to a level that cannot support typical demand at any given time.

IN THIS SECTION

- WSCP Plan Overview

This WSCP is a planning document to provide guidance to the City Council, staff, and the public by identifying response actions to allow for efficient management of any water shortage with predictability and accountability. This Plan is not intended to provide absolute direction but rather is intended to provide options to manage water shortages.

Water shortages can be triggered by a hydrologic limitation in supply (i.e., a prolonged period of below normal precipitation and runoff), limitations or failure of supply and treatment infrastructure or both. Hydrologic or drought limitations tend to develop and abate more slowly, whereas infrastructure failure tends to happen quickly and relatively unpredictably. Water supplies may be interrupted or reduced significantly in several ways, such as during a drought that limits supplies, an earthquake that damages water delivery or storage facilities, a regional power outage, or a toxic spill that affects water quality.

This WSCP describes the following:

Water Supply Reliability Analysis
Summarizes the City's water supply analysis and reliability and identifies the key issues that may trigger a shortage condition.

Annual Water Supply and Demand Assessment Procedures
Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage levels and response actions.

Six Standard Shortage Stages
Establishes water shortage levels to clearly identify and prepare for shortages.

Shortage Response Actions
Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand as well as minimize social and economic impacts to the community.

Communication Protocols
Describes communication protocols under each stage to ensure customers, the public, and City Council are informed of shortage conditions and requirements.

Compliance and Enforcement
Defines compliance and enforcement actions available to administer demand reductions.

Legal Authority
Lists the legal documents that grant the City the authority to declare a water shortage and implement and enforce response actions.

Financial Consequences of WSCP Implementation
Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.

Monitoring and Reporting
Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if additional shortage response actions should be activated or if efforts are successful and response actions should be reduced.

WSCP Refinement Procedures
Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.

Special Water Features Distinctions
Identifies exemptions for ponds, lakes, fountains, pools, and spas, etc.

Plan Adoption, Submittal, and Availability
Describes the process for the WSCP adoption, submittal, and availability after each revision.

The City's WSCP is a standalone document that can be modified as needed and is included as **Appendix A**.

2020 URBAN WATER MANAGEMENT PLAN

9 Demand Management Measures

This chapter describes the City's efforts to promote water use efficiency, reduce demand on water supply, and prepare for future requirements.

This chapter describes the water conservation programs that the City has implemented for the past five years, is currently implementing, and plans to implement to continue meeting its SBX7-7 water use target and position the City for meeting future State mandated water use efficiency standards that are currently under development by DWR. The section of the CWC addressing Demand Management Measures (DMM) was significantly modified in 2014, based on recommendations from the Independent Technical Panel (ITP) to the legislature.

IN THIS SECTION

- Demand Management Measures
- Reporting Implementation
- Public Outreach

The ITP was formed by DWR to provide information and recommendations to DWR and the Legislature on new DMMs, technologies, and approaches to water use efficiency. The ITP recommended, and the legislature enacted, measure to streamline the requirements from the 14 specific measures reported on in the 2010 UWMP to six more general requirements plus an "other" category for measures agencies implemented in addition to the required elements. The required measures are summarized in **Table 9-1**. No changes to DMMs have been enacted since the 2015 UWMP.

Table 9-1. Demand Management Measures

	MEASURE
1	Water waste prevention ordinances
2	Metering
3	Conservation pricing
4	Public education and outreach
5	Programs to assess and manage distribution system real loss
6	Water conservation program coordination and staffing
7	Other demand management measures

9.1 Demand Management Measures for Wholesale Suppliers

The City is not a wholesale supplier. As such, this section does not apply.

9.2 Existing Demand Management Measures for Retail

Consistent with the requirements of CWC, this section describes the DMMs, from **Table 9-1**, that have been implemented in the past five years and will continue to be implemented into the future to continue meeting the City's SBX7-7 water use target and position the City for meeting future State mandated water use efficiency standards that are currently under development by DWR.

Water conservation, or demand management, continues to be a significant part of regional water resource planning strategies in San Diego County. The City is committed to supporting these regional water conservation activities and provides staffing and direct and indirect financial assistance. In addition, the City implements local DMMs to augment and complement regional programs.

9.2.1 Water Waste Prevention Ordinances

According to the Guidebook, a water waste ordinance explicitly states that the waste of water is prohibited. The ordinance may prohibit specific actions that waste water, such as excessive runoff from landscape irrigation or a hose outdoors without a shut-off nozzle. The City has an ordinance to promote conservation and increase water efficiency with its customers.

The City adopted its Water Conservation Plan in 2008 under Article 5, Chapter 31 (Water Conservation Plan) of the Escondido Municipal Code. The Water Conservation Plan was updated most recently in 2015 via adoption of Ordinance No. 2015-12R (refer to **Appendix I**).

The City's Water Conservation Plan includes measures that are always in place, and four stages that are in place during water shortage conditions. Per the City's Ordinance No. 2015-12R, the following water uses are prohibited at all times:

- Watering or irrigating lawns or landscape areas in a manner causing significant runoff.
- Operating a fountain or other water feature that does not recirculate water.
- Washing any vehicle with a hose not having a water shut-off nozzle.

- Allowing water to run continuously from a hose while washing any vehicle.
- Washing driveways, sidewalks, parking areas, patios, or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.
- Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.
- Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.
- The installation of single pass cooling systems in buildings requesting new water connections.
- The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

The following water use restrictions are required at all times:

- The loss or escape of water by means of breaks, leaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within five days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.
- Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.
- Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee, to make the conversion to recycled water.
- A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.
- Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.
- All conveyor or automatic car wash systems shall have installed operational water recycling systems or shall have secured a waiver of this requirement from the director.
- All laundromats shall have converted 100% of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.
- Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the Department of Housing and Community Development.

The City is planning to amend its Water Conservation Plan in the second part of 2021 to be consistent with the 2021 WSCP.

9.2.2 Metering

According to the Guidebook, an agency that is fully metered must state this fact in the UWMP. If an agency is not yet fully metered, it must discuss its plans for becoming fully metered by January 1, 2025, per CWC Section 527.

The City is fully metered. The City uses metering data to apply water rates based on water consumption. Additionally, if water allocations were put in effect, the City could use metering data to determine whether customers are in compliance with mandatory water use restrictions. The City has the ability to impose an additional surcharge to any customer showing excess water usage above the allocation amount.

Meters are replaced on a 15-year schedule. Testing is done on a percentage of the small meters as they are pulled from service. Large meters (3" and larger) are tested everyone, two or three years.

9.2.3 Conservation Pricing

According to the Guidebook, retail water agencies need to describe the pricing structure that is used.

The City has adopted a tiered rate structure to manage the water supply and encourage customers to conserve water. This inclining block rate structure for residential customers, as established by Resolution No. 2017-14RRR in March 2017. **Table 9-2** provides the City's block rate structure for potable water per rates that went into effect on March 1, 2021. As described above, if water allocations are in effect, additional charges may be incurred for water use in excess of set allocation amounts.

Table 9-2. Residential Tiered Water Rates for Potable Water

TIER	WATER USE	COST PER 1,000 GALLONS
SINGLE FAMILY RESIDENTIAL		
Tier 1	0 to 7k gal	$7.02
Tier 2	>7 to 15k gal	$9.28
Tier 3	>15k gal	$10.63
RESIDENTIAL/AGRICULTURAL USE		
Tier 1	0 to 7k gal	$6.85
Tier 2	>7k gal	$9.52
MULTI-FAMILY RESIDENTIAL		
Tier 1	0 to 5k gal	$6.93
Tier 2	>5 to 7k gal	$8.89
Tier 3	>7k gal	$9.91
COMMERCIAL, INDUSTRIAL, AND SCHOOLS		$8.65
IRRIGATION – INSTITUTIONAL		$9.14
LANDSCAPE DISTRICTS		$9.14
SAN DIEGO ZOO SAFARI PARK		$9.41
SPECIAL UNFILTERED		$7.59
AGRICULTURAL USE		$4.99

9.2.4 Public Education and Outreach

The City has an ongoing outreach program to inform the public of the City's water use restrictions and other conservation efforts. Public outreach includes providing general water conservation information to customers, flyers and brochures, bill stuffers, messages included with bills, information packets, social media, Speakers Bureau, attendance at public events, classes, workshops, and the City's water conservation webpage. COVID-19 restrictions accelerated the development of online resources, such as instructional videos and virtual classes, which will continue past the pandemic as another way to provide information to customers. Water conservation messages are incorporated into all environmental outreach materials whenever possible.

The City has an active education program and provides education material including in-person presentations, worksheets, Splash Lab mobile field trips, 4th grade Water Awareness Poster Contest and calendar, and physical models for grades K-5, with support for other grades available upon request. The City partners with other City departments, such as the Library and Recreation, and other agencies and nonprofits, such as SDCWA, the Escondido Union School District, the County Office of Education and others, whenever possible. Many of these in-person resources pivoted to virtual formats during the pandemic and may continue to be virtual options once in-person learning is restored.

9.2.5 Programs to Assess and Manage Distribution System Real Losses

The City conducts monthly water meter readings, and the water meter data can indicate when a leak or break is present. The City works with its customers to monitor for leaks through meter data and customer service appointments. The City's Water Conservation webpage (**www.escondido.org/Data/Sites/1/media/pdfs/Utilities/HowToReadYourMeter.pdf**) includes a link to instructions on how to read a water meter so customers can monitor their own water usage and monitor for water leaks. Additionally, the City completed a water audit consistent with the AWWA water audit guidelines for calendar year 2019 to assess existing water loss figures, refer to **Appendix G**. The results of the City's water audit are discussed in **Chapter 4.2.3**.

9.2.6 Water Conservation Program Coordination and Staffing Support

The City has a conservation coordinator position with the title of Environmental Programs Specialist who leads a group with the responsibilities of addressing the City's water conservation efforts. Conservation efforts are housed within the Environmental Programs group of the Utilities Department. Environmental Programs also performs education and outreach related to storm water regulations. There is valuable synergy in coordinating the frequently-overlapping sets of messages within the Environmental Programs group.

9.2.7 Other Demand Management Measures

The City participates in additional DMM programs, which are described below.

9.2.7.1 SoCal Water$mart Rebate Program

Metropolitan offers financial incentives through the SoCal Water$mart Rebate Program residential and commercial customers for water efficient devices such as:

- High-efficiency clothes washers
- High-efficiency toilets
- Rotating sprinkler nozzles
- Rain barrels

- Weather based irrigation controller
- Soil moisture sensor system

Additional information on these rebates is available at www.socalwatersmart.com.

9.2.7.2 Be Water Wise Water Savings Grant and Incentive Program

Metropolitan offers financial incentives through the Be Water Wise Water Savings Grant and Incentive Program for customers to replace old equipment with water efficient equipment, pilot new technologies, or convert to recycled water systems. Additional information on this program is available at www.bewaterwise.com/grants---incentives.html#grants-and-incentives.

9.2.7.3 SDG&E Rebates for Residential and Business Customers

San Diego Gas and Electric (SDG&E) provides rebates to residential, commercial, and other customers. The residential program currently includes rebates appliances such as water heaters and pool pumps. Additional information on their programs is available at www.sdge.com.

9.2.7.4 Indoor and Outdoor Water Savings Evaluations

Free evaluations of single-family homes, multi-family, commercial, public, and industrial buildings are available through the SDCWA's Water$mart Checkup Program.

These evaluations identify indoor and outdoor water savings opportunities and include the following site-specific information:

- Evaluation of the performance of the site's irrigation system
- A list of recommendations
- A proposed watering schedule
- Additional information is available at www.watersmartcheckup.org/

9.2.7.5 Turf Replacement Program

The City participated in various turf replacement programs over the years. Approximately 51 residential sites within the City participated in SDCWA's and/or Metropolitan's programs to replace water intensive turf with water efficient landscaping since the previous UWMP. The City will continue to participate and promote these programs as they are available.

9.3 Reporting Implementation

9.3.1 Implementation Over the Past Five Years

The City is required to provide a narrative description addressing the nature and extent of each DMM implemented from 2016 through 2020.

The water waste prevention ordinance is an ongoing effort. The number of violations issued during the calendar years 2016-2020 period was 223.

The City actively works to reduce water loss through leaks and monitors customer meters for excessively high water usage. Additionally, conservation pricing discourages high water use.

The public education and outreach and the water conservation programs are ongoing.

The effectiveness of all these DMMs is difficult to quantify considering there are multiple influential factors impacting demand and the effectiveness of each DMM cannot be estimated specifically.

9.3.2 Implementation Achieve Water Use Targets

The following DMMs will be implemented to maintain compliance with SBX7-7 and position the City for meeting future State mandated water use efficiency standards.

9.3.2.1 Water Waste Prevention

The City's Water Conservation Plan, which prohibits water waste, will be updated as necessary via City Council Resolution, and will enforce the permanent restrictions and identify additional steps to be considered in the case of water shortage or drought conditions. The City Council most recently updated the Water Conservation Plan in June 2015 to implement additional water use restriction in response to the drought conditions. An update is planned for later in 2021 to align with the WSCP. The Water Conservation Plan is provided in **Appendix I**.

9.3.2.2 Conservation Pricing

The City will maintain its inclining block rate structure for single-family residential, residential agricultural use, and multi-family residential. In accordance with the City's Water Conservation Plan, under certain Drought Response Levels, the City Council may consider adopting a resolution to implement adjustments to the City's water rates based on increased costs to provide water to its customers following the appropriate Proposition 218 requirements.

9.3.2.3 Public Outreach and Education

The City will continue its ongoing public information and education programs that are focused on reaching out to customers through the City's water conservation webpage, social media, events, mailings, and billing messages. The City will update these programs as necessary to educate customers about current water conservation efforts and will continue to leverage programs and resources from Metropolitan and SDCWA. The City will continue to keep its water conservation webpage up to date, providing its customers with information and access to available water conservation programs.

9.3.2.4 Programs to Assess and Manage Distribution System Real Loss

The City continues to enhance its monitoring, measuring and interpreting of data related to real losses using the framework required for annual reporting to the State.

9.3.2.5 Other Demand Management Measures

The City will continue to provide access to available water conservation programs and rebates through its Water Conservation Program and Rebates webpages. The webpages provide links to regional resources, programs, and rebates. The City will update the webpages as necessary to provide access to additional programs as they become available.

9.4 Water Use Objectives (Future Requirements)

The City is aware that future water use standards are under development by DWR and the California State Water Board, which will supersede SBX7-7 standards, and will likely require demands to be lower than the SBX7-7 target. Therefore, the City plans to continue encouraging efficient water use and implementing water use efficiency measures to support meeting future water use standards and to enhance resiliency for drought and other water shortage conditions. The City is currently evaluating indoor, outdoor, and water loss regulations and identifying next steps to meet these standards.

10 Plan Adoption, Submittal, and Implementation

This chapter describes the steps taken to adopt and submit the UWMP and to make it publicly available. This chapter will also include a discussion of the agency's plan to implement the UWMP.

The 2020 UWMP, 2021 WSCP, and 2015 UWMP Addendum were prepared in a manner that relied on existing policies and plans that included stakeholders, cities, the County, water agencies, and the public to both seek and distribute water use, supply, and reliability information to strengthen the City's ability to assess and plan for the water future.

IN THIS SECTION

- Public Hearing Notices
- Adoption process
- Amending the UWMP or WSCP

10.1 Inclusion of All 2020 Data

The City has included all requisite 2020 data in the development of this UWMP.

10.2 Notice of Public Hearing

10.2.1 Notice to Cities and Counties

CWC Section 10621(b) requires that suppliers notify the cities and counties in which they serve water that the UWMP and WSCP are being updated at least 60 days prior to the public hearing. To fulfill this requirement, on **April 13, 2021**, the City notified all cities and counties within its service area of their intent to complete the 2020 UWMP, 2021 WSCP, and amend the 2015 UWMP before July 1, 2021. These letters served as the 60-day noticing required by the CWC. A copy of this letter is included in **Appendix E** to this UWMP.

On **June 16, 2021**, a public hearing was held at Council Chambers at Escondido City Hall prior to the 2020 UWMP, 2021 WSCP, and 2015 UWMP Addendum adoptions. **Table 10-1** shows the notification provided to the surrounding cities and counties.

Table 10-1. DWR 10-1R Notification to Cities and Counties

COUNTY	60 DAY NOTICE	NOTICE OF PUBLIC HEARING
County of San Diego	Yes	Yes
OTHER	**60 DAY NOTICE**	**NOTICE OF PUBLIC HEARING**
San Diego County Water Authority	Yes	Yes
Valley Center Municipal Water District	Yes	Yes
Rincon Municipal Water District	Yes	Yes
Vallecitos Water District	Yes	Yes
Vista Irrigation District	Yes	Yes

10.2.2 Notice to the Public

Per Government Code 6066, the City first noticed the 2020 UWMP, 2021 WSCP, and 2015 UWMP Addendum public hearing at least two weeks in advance in a local newspaper with at least 5 days between the first and second publications. The public hearing was first noticed in the local paper on May 27, 2021, **June 3, 2021** and noticed again on **June 10, 2021**. The hearing notices are attached as **Appendix J**.

10.3 Public Hearing and Adoption

The 2020 UWMP, 2021 WSCP, and 2015 UWMP addendum were included as agenda items, noticed, and reviewed in a Public Hearing at the regularly scheduled City Council meeting on **June 16, 2021.** This hearing provided the cities and counties and other members of the public a chance to review the staff report and attend the hearing to provide comment. The public hearing took place before the adoption allowing opportunity for the report to be modified in response to public input before adoption. The City Council adopted the 2020 UWMP, 2021 WSCP and 2015 UWMP addendum on _____. A copy of each City Council Resolution of Plan Adoption is included as **Appendix K**.

10.4 Plan Submittal

The 2020 UWMP, 2021 WSCP, and 2015 UWMP addendum were submitted to DWR by July 1, 2021 (within 30 days of adoption) using the DWR Water Use Efficiency (WUE) Data Portal. The documents were also submitted to the California State Library and to all cities and counties within the City's service area within 30 days of adoption.

10.5 Public Availability

Commencing no later than July 1, 2021, the City will have a copy of the 2020 UWMP, 2021 WSCP, and 2015 UWMP addendum available for public review at the City's office (see address below) during regular business hours.

Engineering Counter, Escondido City Hall

201 North Broadway

Escondido, CA 92025

The final documents will also be posted on the Agency's website at **www.escondido.org**.

10.6 Amending an Adopted UWMP or Water Shortage Contingency Plan

Amendments to the City's 2020 UWMP and WSCP will be made on an as needed basis. **Table 10-2** outlines the general steps to adopt, submit, and/or amend the UWMP and/or WSCP.

Should the City need to amend the adopted 2020 UWMP or 2021 WSCP in the future, the City will hold a public hearing for review of the proposed amendments to the document. The City will send a 60-day notification letter to all cities and counties within the City's service area and notify the public in the same manner as set forth in Chapter 2 of this UWMP. Once the amended document is adopted, a copy of the finalized version will be sent to the California State Library, DWR (electronically using the WUEdata reporting tool), and all cities and counties within the City's service area within 30 days of adoption. The finalized version will also be made available to the public both online on the City's website and in person at the City's office during normal business hours.

Table 10-2. Steps to Adopt, Submit and Implement the UWMP and WSCP

STEP	TASK	DESCRIPTION	TIMEFRAME
1	Notice to cities and counties	Notify cities and counties within the service area that the UWMP or WSCP is being updated. It is recommended that the notice includes: 1. Time and place of public hearing. 2. Location of the draft Plan, latest revision schedule, and contact information of the Plan preparer.	At least 60 days before public hearing. * If desired, advance notices can be issued without providing time and place of public hearing.
2	Publish Plan	Publish the draft UWMP or WSCP in advance of public hearing meeting	Recommended at least 2 weeks before public hearing.
3	Notice to the public	Publish two notifications of the public hearing in a local newspaper notice at least once a week for two consecutive weeks, with at least 5 days between publications. This notice must include: 1. Time and place of hearing. 2. Location of the draft UWMP or WSCP.	At least 2 weeks before public hearing. * Include a copy of public notices in plan.
4	Public hearing and optional adoption	Host at least one public hearing before adopting the UWMP or WSCP to: 1. Allow for community input. 2. Consider the economic impacts for complying with the Plan. **For UWMP only** As part of public hearing, 1. Provide information on the SB X7-7 baseline water use, target water use, compliance status, and implementation plan. 2. If needed, re-adopt a method for determining urban water use targets	Public hearing date * Adoption can be combined if public hearing is on the agenda before adoption
5	Adoption	Before submitting the UWMP or WSCP to DWR, the governing body must formally adopt it. An adoption resolution must be included, as an attachment or as a web address indicating where the adoption resolution can be found online.	At public hearing or at a later meeting. *The UWMP or WSCP can be adopted as prepared or as modified after the hearing.
6	Plan submittal	Submit the adopted or amended UWMP or WSCP via the WUE Data Portal within 30 days of adoption or by July 1, if updated with the UWMP five-year cycle.	Within 30 days of adoption or by July 1st, whichever comes first.

*Table continues on the next page

STEP	TASK	DESCRIPTION	TIMEFRAME
7	Plan availability	Submit a CD or hardcopy of the adopted UWMP or WSCP to the California State Library within 30 days of adoption. California State Library Government Publications Section Attention: Coordinator, Urban Water Management Plans P.O. Box 942837 Sacramento, CA 94237-0001 Provide a copy (hardcopy or electronic) of the adopted UWMP or WSCP to any cities and counties within the service area. Make the UWMP or WSCP available to the public by posting the Plan on website or making a hardcopy available for public review during normal business hours.	Within 30 days after adoption
9	Other - Notification to Public Utilities Commission	For water suppliers regulated by the California Public Utilities Commission submit UWMP and WSCP as part of the general rate case filing.	

11

2020 URBAN WATER MANAGEMENT PLAN

References

Atkins. (July 2012). *City of Escondido 2012 Water Master Plan.*

Metropolitan Water District of Southern California. (2021). *2020 Urban Water Management Plan Draft.* Metropolitan Water District of Southern California.

RMC Water and Environment, Inc. (June 2016). *2015 Urban Water Management Plan.* Escondido.

San Diego Association of Governments. (2019). *Series 14 Regional Growth Forecast, San Diego Region.*

San Diego Association of Governments. (2020). *6th Cycle Regional Housing Needs Assessment Plan.*

State of California Department of Water Resources. (2015). *2015 Model Water Efficient Landscape Ordinance.*

State of California Department of Water Resources. (2016). *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use.*

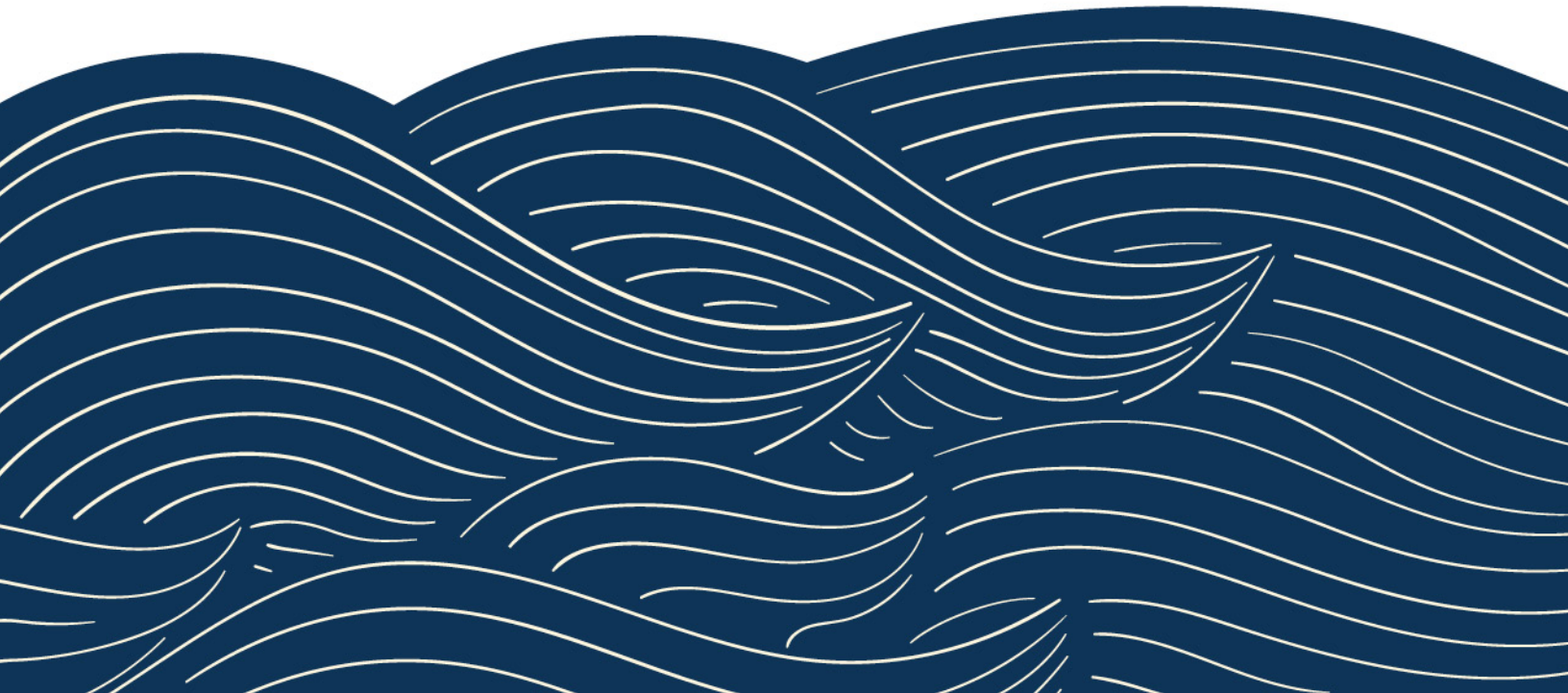
State of California Department of Water Resources. (2021). *Urban Water Management Plan Guidebook 2020.* Sacramento: California Department of Water Resources.

U.S. Census. (Accessed May 9, 2021). *QuickFacts Escondido City* . Retrieved from https://www.census.gov/quickfacts/fact/table/escondidocitycalifornia/PST045219

A

Water Shortage Contingency Plan

Part of the Urban Water Management Plan



Water Shortage Contingency Plan

Part of the 2020 Urban Water Management Plan

JUNE 2021 | CITY OF ESCONDIDO

CITY OF ESCONDIDO

2021 Water Shortage Contingency Plan

PUBLIC REVIEW DRAFT

JUNE 2021

Prepared by Water Systems Consulting, Inc. pursuant to California Water Code, Section 10631

TABLE OF CONTENTS

List of Tables ii
List of Attachments ii
Acronyms & Abbreviations iii
Water Shortage Contingency Plan 1
1.1 Water Supply Reliability Analysis 4
1.1.1 Supply Characterization 4
1.1.2 Reliability Assessment 5
1.1.3 2021-2025 Drought Risk Assessment (DRA) 5
1.1.4 Water Supply Reliability Risks 6
1.2 Annual Water Supply and Demand Assessment 6
1.2.1 Key Data Inputs and Evaluation Criteria 7
1.2.2 Annual Assessment Procedures 7
1.3 Six Standard Water Shortage Levels 8
1.4 Shortage Response Actions 9
1.4.1 Demand Reduction 10
1.4.2 Supply Augmentation 14
1.4.3 Operational Changes 14
1.4.4 Additional Mandatory Restrictions 14
1.4.5 Emergency Response Plan 15
1.4.6 Seismic Risk Assessment and Mitigation Plan 16
1.4.7 Shortage Response Action Effectiveness 16
1.5 Communication Protocols 17
1.6 Compliance and Enforcement 19
1.7 Legal Authorities 19
1.8 Financial Consequences of WSCP 20
1.8.1 Cost of Compliance 20
1.8.2 Use of Financial Reserves 20
1.9 Monitoring and Reporting 20
1.10 WSCP Refinement Procedures 21
1.11 Special Water Feature Distinction 21
1.12 Plan Adoption, Submittal, and Availability 21
Resources and References 24

LIST OF TABLES

Table 1. Water Shortage Contingency Plan Levels (Required DWR Table 8-1) 9
Table 2. DWR 8-2 Demand Reduction Actions 11
Table 3. Communication Protocol During Water Shortage Conditions 18
Table 4. Steps to Adopt, Submit and Implement the WSCP 22

LIST OF ATTACHMENTS

Attachment 1 Ordinance No. 2015-12R Water Conservation Plan
Attachment 2 WSCP 60-Day and Public Hearing Notices
Attachment 3 WSCP Adoption Resolution (Pending Adoption)

ACRONYMS & ABBREVIATIONS

AAC	All-American Canal
AF	Acre Foot
AFY	Acre Feet per Year
AWIA	America's Water Infrastructure Act of 2018
AWWA	American Water Works Association
CC	Coachella Canal
CIP	Capital Improvement Program
City	City of Escondido
CWC	California Water Code
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
ERP	Emergency Response Plan
ESP	Emergency Storage Project
IID	Imperial Irrigation District
M&I	Municipal and Industrial
PSAWR	Permanent Special Agricultural Water Rate
QSA	Quantification Settlement Agreement
RRA	Risk and Resilience Assessment
SCADA	Supervisory Control and Data Acquisition
SDCWA	San Diego County Water Authority
SLRIWA	San Luis Rey Indian Water Authority
VID	Vista Irrigation District
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WUE	Water Use Efficiency

Water Shortage Contingency Plan

This Water Shortage Contingency Plan (WSCP or Plan) is a detailed plan for how the City of Escondido (City) intends to predict and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply is reduced to a level that cannot support typical demand at any given time.

This WSCP is a planning document to provide guidance to the City Council, staff, and the public by identifying response actions to allow for efficient management of any water shortage with predictability and accountability. This Plan is not intended to provide absolute direction but rather is intended to provide options to manage water shortages.

Water shortages can be triggered by a hydrologic limitation in supply (i.e., a prolonged period of below normal precipitation and runoff), limitations or failure of supply and treatment infrastructure, or both. Hydrologic or drought limitations tend to develop and abate more slowly, whereas infrastructure failures tend to happen quickly and relatively unpredictably. Water supplies may be interrupted or reduced significantly in several ways, such as during a drought that limits supplies, an earthquake that damages water delivery or storage facilities, a regional power outage, or a toxic spill that affects water quality.

This WSCP describes the following:

Water Supply Reliability Analysis

Summarizes the City's water supply analysis and reliability and identifies the key issues that may trigger a shortage condition.

Annual Water Supply and Demand Assessment Procedures

Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage levels and response actions.

Six Standard Shortage Stages

Establishes water shortage levels to clearly identify and prepare for shortages.

Shortage Response Actions

Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand as well as minimize social and economic impacts to the community.

Communication Protocols

Describes communication protocols under each stage to ensure customers, the public, and City Council are informed of shortage conditions and requirements.

Compliance and Enforcement

Defines compliance and enforcement actions available to administer demand reductions.

Legal Authority

Lists the legal documents that grant the City the authority to declare a water shortage and implement and enforce response actions.

Financial Consequences of WSCP Implementation

Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.

Monitoring and Reporting

Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if additional shortage response actions should be activated or if efforts are successful and response actions should be reduced.

WSCP Refinement Procedures

Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.

Special Water Features Distinctions

Identifies exemptions for ponds, lakes, fountains, pools, and spas, etc.

Plan Adoption, Submittal, and Availability

Describes the process for the WSCP adoption, submittal, and availability after each revision.

This WSCP was prepared in conjunction with the City's 2020 Urban Water Management Plan (UWMP) (Water Systems Consulting, Inc., 2021) and is a standalone document that can be modified as needed. This document is compliant with the California Water Code (CWC) Section 10632 and incorporated guidance from the State of California Department of Water Resources (DWR) UWMP Guidebook 2020)Department of Water Resources, 2020(and the American Water Works Association (AWWA) Manual of Water Supply Practices (M60) Drought Preparedness and Response (American Water Works Association, 2019). In addition, the San Diego County Water Authority (SDCWA) 2021 WSCP (SDCWA, 2021) was used to align with regional efforts.

1.1 Water Supply Reliability Analysis

1.1.1 Supply Characterization

The City receives the majority of its water from the SDCWA in the form of raw water that the City treats at its water treatment plant along with water from local sources. The SDCWA's core water sources used to supply the City are purchased water from the Metropolitan Water District of Southern California (Metropolitan), SDCWA-Imperial Irrigation District (IID) Water Conservation and Transfer Agreement, and the All-American Canal (AAC) and Coachella Canal (CC) Lining Projects. The City does not receive any treated water from the SDCWA, which also means it does not receive any water from the Carlsbad Desalination Plant. In 2018, the City started receiving water from the San Luis Rey Indian Water Authority (SLRIWA) Settlement Agreement through the SDCWA.

Metropolitan

The SDCWA relies on water purchased from Metropolitan to meet its supplemental supply gap. Historically, the SDCWA relied solely on imported water from Metropolitan to meet the needs of its member agencies. However, after experiencing severe shortages from Metropolitan during the 1987 to 1992 drought, the SDCWA began pursuing actions to diversify the region's supply sources. Currently, Metropolitan's supplies come from two primary sources, the State Water Project and the Colorado River.

SDCWA- IID Water Conservation and Transfer Agreement

In 1998, the SDCWA entered into a Water Conservation and Transfer Agreement with IID, an agricultural district in the neighboring Imperial County. Through this transfer agreement, the SDCWA began receiving conserved water from IID after the execution of the Quantification Settlement Agreement (QSA) in 2003 with an initial transfer of 10,000 AF. Per the terms of the agreement, the volume delivered will increase year-over-year until it reaches 200,000 AFY in 2021 and will then remain fixed for the remainder of the duration of Transfer Agreement. The Transfer Agreement's initial term is 45 years, with a provision that either agency may extend the agreement for an additional 30-year term. As part of the QSA, the SDCWA contracted for 77,700 AFY of conserved water from projects to line the AAC and CC. This conserved water will provide an additional 8.5 million AF over the 110-year life of the agreement. Deliveries of this conserved water from the CC reached the region in 2007, and deliveries from the AAC reached the region in 2010.

All-American Canal and Coachella Canal lining Projects

In 2003, as part of the execution of the QSA on the Colorado River, the SDCWA contracted for 77,700 AFY of conserved water from projects to line portions of the AAC and CC. The lining projects reduced the loss of water that occurred through seepage. Deliveries of conserved water from the CC reached the region in 2007, and deliveries from the AAC reached the region in 2010. Supplies from the canal lining projects are considered verifiable SDCWA supplies.

San Luis Rey River Water Transfer

In 2018, the City and Vista Irrigation District (VID) began receiving water deliveries from the SLRIWA as part of the San Luis Rey Indian Water Rights Settlement Act. The San Luis Rey Indian Water Rights Settlement Act was passed by Congress in 1988 to settle disputes between the Settlement Parties.

The Settlement Parties are listed as follows:

- Indian Bands — The Indian Bands are comprised of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians. Each band acts through a governing body that is recognized by the U.S. Secretary of the Interior

- Local Entities — The Local Entities are the VID and the City of Escondido
- San Luis Rey Indian Water Authority (SLRIWA)

This act created the San Luis Rey Water Transfer supply, which authorized up to 16,000 AF per calendar year of conserved water from projects like the AAC and the CC Lining Projects for the Settlement Parties to resolve water right disputes on the San Luis Rey River. The City and VID each have the right to remove equal amounts of water each calendar year. The SDCWA is required to convey the supplemental water transfer supplied by the SLRIWA to the Local Entities.

Additionally, the *Agreement for the Conveyance of Water Among the San Diego County SDCWA, the San Luis Rey Settlement Parties and the United States* was entered into on October 10, 2003. This agreement established terms and conditions for the Supplemental Water Transfer deliveries that included obligation conditions, transportation rate, and creation of a delivery protocol document.

On December 5, 2014, the *San Luis Rey Indian Water Rights Implementing Agreement* was entered into by the City, VID, the State of California, the SLRIWA, and the Bands for the purpose of resolving all claims, controversies, and issues involved in all of the pending proceedings among the parties.

Local Surface Water

The City's utilizes local surface water from Lake Henshaw, Lake Wohlford, and Lake Dixon reservoirs. These reservoirs are shared with VID. Local water originates from the San Luis Rey River watershed and well fields located near Lake Henshaw. Water from Lake Henshaw is transferred to Lake Wohlford via the San Luis Rey River and a canal originally constructed in the 1890s. Water from Lake Wohlford is delivered to the City via the Escondido Canal, the Bear Valley Hydroelectric plant, and associated pipelines. Additional untreated water is purchased from SDCWA and stored in Lake Dixon. Local surface water supply availability is variable depending on the hydrologic patterns and can provide up to 30% in wet years. Local surface water is treated at the Escondido-Vista Water Treatment Plant (WTP).

1.1.2 Reliability Assessment

Chapter 7 of City's 2020 UWMP describes the reliability of the City's water supply by comparing supply and demand projections through 2045 for normal, single-dry, and five consecutive dry years. The chapter also assesses the drought risk over the next five years (2021 to 2025) assuming the driest five-year period is repeated over the next five years. Water supply reliability reflects the City's ability to meet the water needs of its customers with water supplies under varying conditions. The analysis considers plausible hydrological and regulatory variability, climate conditions, and other factors that affect the City's water supply and demand. The 2020 reliability analysis indicates that the City's water supplies are reliable, and no shortages are anticipated, even with conservative assumptions about the availability of dry year supplies from Metropolitan and the SDCWA. As a member agency of the SDCWA, the City benefits from significant regional efforts to plan and develop a diverse and resilient water portfolio.

1.1.3 2021-2025 Drought Risk Assessment (DRA)

New to the 2020 UWMP, CWC Section 10635 (b) requires a drought risk assessment (DRA). The DRA provides a quick snapshot of the anticipated surplus or deficit if a drought were to occur in the next five years. The DRA evaluates each water supply's reliability and compares available water supplies and projected demands during a five-consecutive dry-year scenario. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment.

The City maintains flexibility that helps to offset water shortage impacts. The DRA for the upcoming five years (2021-2025) is based on the five driest years on record (2014-2018) and is consistent with the approach used by the SDCWA. The 2014-2018 period had the lowest local water supply production from surface water and groundwater, the two SDCWA local supply sources that are most susceptible to weather variation. As experienced in the past, the City's local water supply sources vary greatly in dry years. As a result, the City may rely on the SDCWA to meet demands when local supply sources are reduced. The SDCWA does not anticipate any reduction in supply availability over the next five years.

The DRA compared anticipated available supplies with projected water demands. The City expects to use only what is needed to meet demands using a blend of local and imported water sources. Demands for the DRA were determined by applying a demand multiplier to 2020 demand. Demand multipliers were developed by the SDCWA and used in their UWMP analysis. Details on demands for the DRA are discussed in **Chapter 7** of the City's UWMP.

Because of the flexibility of supply and reliability of the SDCWA, the City expects to meet demands over the next five years without the need to implement this WSCP. The SDCWA's DRA concluded that the SDCWA has a surplus between 168,000 AFY and 237,0000 AFY of supplies in all five years, and therefore, actions under the WSCP are not required. Despite this large amount of surplus supply, the City will continue to promote conservation and avoid water waste.

1.1.4 Water Supply Reliability Risks

The City's water supply may be threatened by different risks which are summarized below and detailed in Chapter 7 of the 2020 UWMP.

Imported water and surface water supplies may be significantly affected by climate change. Climate change is anticipated to increase the frequency and intensity of droughts and flooding, alter the timing of snowmelt, and increase variability in precipitation while raising average temperatures and increasing sea levels. This may affect the amount of water available in the Bay-Delta and Colorado River systems, the San Luis Rey River, and Lake Henshaw, possibly limiting the City's access to imported and surface water supplies.

Although the SDCWA water supplies are reliable, failure of the SDCWA aqueduct system that conveys water to the region could be catastrophic. To increase water reliability and redundancy throughout the County, the SDCWA initiated the Emergency Storage Project (ESP). The ESP is comprised of various projects, including the construction of new reservoirs, pump stations, and aqueduct upgrades to increase local storage and diversify the conveyance of water.

1.2 Annual Water Supply and Demand Assessment

As established by CWC Section 10632.1, urban water suppliers must conduct an annual water supply and demand assessment (Annual Assessment) and submit an annual water shortage assessment report to DWR. The Annual Assessment is an evaluation of the short-term outlook for supplies and demands to determine whether the potential for a supply shortage exists and whether there is a need to trigger a WSCP shortage level and response actions in the current fiscal year to maintain supply reliability. Beginning in 2022, the City must prepare their annual water supply and demand assessment and submit an Annual Water Shortage Assessment Report to DWR. An extension may be allowed since the City receives the majority of their water from the State Water Project through the SDCWA.

Due to reliance on the SDCWA's available supply, the annual report's preparation will be subject on the SDCWA's annual assessment process, which is discussed in Section 4 of their 2020 WSCP (San Diego County Water Authority, 2021a). The SDCWA's Annual Assessment focuses on the demand and supplies available to municipal and industrial (M&I) customers and covers the current year and one

dry year. The SDCWA Annual Assessment is conducted in steps to determine if a regional customer demand reduction is needed and, if so, identify the appropriate shortage response level and actions.

An overview of the basic steps that the SDCWA will perform to complete their Annual Assessment is presented below:

1. Evaluate the SDCWA's core water suppliers and member agency M&I demands to determine if there is a shortage.
2. If a shortage is identified, the SDCWA will evaluate the use of stored water reserves from the SDCWA's Carryover Storage (discussed in **Section 8.4** of the 2020 SDCWA UWMP) reserves or pursue additional supply augmentation measures, such as dry-year transfers, to reduce or eliminate the shortfall. If a shortage does not exist, consistent with the Carryover Storage Policy Guidelines, SDCWA staff will analyze how to most effectively manage storage supplies to avoid potential shortages in the future.
3. If a regional water supply shortfall still exists after consideration of augmented supplies, the SDCWA will calculate a regional shortage level at the customer level in order to identify the appropriate M&I shortage response actions.

After this evaluation, the SDCWA will inform the City if a shortage condition exists, and the corresponding percent reduction needed, and/or the water allocations established. The City's shortage response will be based on supply conditions reported from the SDCWA while also reporting and taking into consideration the City's demand quantities and local supplies.

For the purpose of the WSCP, agricultural users not participating in the Permanent Special Agricultural Water Rate (PSAWR) are treated the same as M&I users and are subject to the same water rates. Under the PSAWR Program, agricultural users are exempt from paying the SDCWA's storage charge and, in return, will not receive supplies from the Carryover Storage Project during shortages and limited supplies from the ESP (San Diego County Water Authority, 2021a).

1.2.1 Key Data Inputs and Evaluation Criteria

Key data inputs and their sources for the Annual Assessments are below**.**

Evaluation criteria that can be used to determine and declare the severity of supply shortages may include any, or combinations, of the following:

- Current year unconstrained demand.
- Current year available supply from the SDCWA in the current year and one dry year.
- Existing infrastructure capabilities and plausible constraints – reflects limited production and distribution capacity due to a variety of factors potentially including, but not limited to, man-made or natural catastrophic events.
- State mandates or mandatory compliance with water use efficiency standards.
- Other locally applicable evaluation criteria as necessary.

1.2.2 Annual Assessment Procedures

The City will perform the Annual Assessment between March and June, in relation to the SDCWA's Annual Assessment.

Steps to conduct the Annual Assessment are as follows:

1. Compile and analyze historical water customer demand for trends and/or abnormalities.

2. Determine annual demand.
3. Confirm that customer demand is met through available water supply from the SDCWA and local supply or identify shortage stage if needed.
4. Staff analyzes demand trends, water supply conditions, and available supply from the SDCWA.
5. Staff develops Annual Assessment Report.
6. Findings and recommendations are presented to the City Council. Based on the results of the Annual Assessment, the City Council may formally adopt and declare a water shortage stage.
7. Submit Annual Assessment to DWR.

The Annual Assessment starts in 2022 with the first Annual Assessment Report due to DWR by July 1, 2022. The report is due July 1st of every year.

1.3 Six Standard Water Shortage Levels

This section is in accordance with CWC Section 10632(a)(2) and describes the City's water shortage levels. New to the 2020 UWMP, water suppliers must now adopt six standard water shortage levels. Shortage levels indicate the gap in supply compared to normal year availability. The new six shortage stages correspond to 10%, 20%, 30%, 40%, 50%, and greater than 50% shortage compared to normal supply conditions. DWR standardized the shortage levels to provide a consistent regional and statewide approach to measure water supply shortage conditions. However, a water supplier may maintain its current shortage levels if a crosswalk relating its existing shortage levels to the six standard levels is included.

The City is updating its shortage stages to the six standard stages to more closely align with the SDCWA's recently-adopted shortage stages in the next few months. In general, the SDCWA will notify the City if there is a reasonable probability there will be a supply shortage and that consumer demand reduction is required to ensure that sufficient supplies will be available to meet anticipated demands. The City will independently review and adopt any retail-level actions determined necessary to manage potential water supply shortage.

Table 1 shows the Regional Water Shortage Stages as prepared by the SDCWA. The restrictions become more stringent at each successive level to obtain the necessary savings and delay economic impact until higher levels.

Table 1. Water Shortage Contingency Plan Levels (Required DWR Table 8-1)

SHORTAGE LEVEL	SHORTAGE RANGE	WATER SUPPLY CONDITION
Normal Conditions	0%	**Permanent Water Use Efficiency Measures:** Normal supply condition; in effect at all times and irrespective of the availability of water supplies or hydrologic conditions
1	<10%	**Drought Response Level 1:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction up to 10% in order to balance demands with reduced supplies
2	<20%	**Drought Response Level 2:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 10% and up to 20% in order to balance demands with reduced supplies
3	<30%	**Drought Response Level 3:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 20% and up to 30% in order to balance demands with reduced supplies
4	<40%	**Drought Response Level 4:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 30% and up to 40% in order to balance demands with reduced supplies
5	<50%	**Drought Response Level 5:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 40% and up to 50% in order to balance demands with reduced supplies
6	>50%	**Drought Response Level 6:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 50% in order to balance demands with reduced supplies

1.4 Shortage Response Actions

This section is in accordance with CWC Section 10632(a)(4) and 10632.5(a) and describes the response actions that must be implemented or considered for each stage to minimize social and economic impacts to the community. This WSCP identifies various actions to be considered by the City Council.

In the event of a water shortage, the City will evaluate the cause of the shortage to help inform which response actions should be implemented. Depending on the nature of the water shortage, the City can elect to implement one or several response actions to mitigate the shortage and reduce gaps between supply and demand. It should be noted that all actions listed for Stage 1 apply to Stage 2, 3, 4, 5, and 6. Likewise, Stage 2 actions apply to Stages 3, 4, 5, and 6. Stage 3 actions apply to Stage 4, 5, and 6. Stage 4 actions apply to Stage 5 and 6. Stage 5 actions also apply to Stage 6. If necessary, the City may adopt additional actions not listed here in extreme circumstances.

Chapter 31 Article 5 of the City's Municipal Code (**Attachment 1**) provides standing authorization for water use restrictions and prohibitions to become effective upon adoption of a water supply shortage stage at any regular or special meetings by the City Council.

1.4.1 Demand Reduction

The City supports using water efficiently at all times. As such, it has a baseline of permanent water use restrictions and measures that apply during normal supply or water shortage conditions (See **Section 1.4.4**). The City promotes individual actions on an on-going basis through its education and outreach resources.

The City has identified a variety of demand reduction actions to offset supply shortages. Demand reduction measures are strategies intended to decrease water demand to close the gap between supply and demand. The City employs a variety of techniques to encourage community members to be more involved and educated about water conservation. These techniques include actions planned to be taken at the consumer level including, but not limited to, leak detection and repair, limitations on irrigation, and additional voluntary actions to reduce customer demand. A full list of demand reduction methods preformed at various supply shortage stages are provided in **Table 2** and discussed below.

Table 2. DWR 8-2 Demand Reduction Actions

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
1	Expand Public Information Campaign	0-100% of shortage gap	Public awareness/education. Increase public awareness and education efforts of water use restrictions and measures.	Yes
2	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.	Yes
2	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.	Yes
2	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.	Yes
2	Landscape - Limit landscape irrigation to specific times	0-100% of shortage gap	Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the City is notified in writing that initial landscape materials will be adversely affected by these restrictions, the City may establish a reasonable schedule for initial irrigation. The City has the right to inspect all construction sites using water from a City construction meter for efficient use of water.	Yes
3	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.	Yes
3	Pools and Spas - Require covers for pools and spas	0-100% of shortage gap	A pool or spa must be covered during non-use periods.	Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	0-100% of shortage gap	Any washing of vehicles must be done at commercial car washes or by mobile high pressure/low volume commercial services that recycle water.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	0-100% of shortage gap	Repair leaks within 48 hours of being notified by the City.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	0-100% of shortage gap	Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy.	Yes
4	Other	0-100% of shortage gap	Annexations to the City's water service area will be suspended.	Yes
5	Other	0-100% of shortage gap	Impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period or make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.	Yes
5	Other	0-100% of shortage gap	No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when: (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project; or (2) the project is necessary to protect the public's health, safety and welfare.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
5	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Stop all landscape irrigation that uses potable water except crops and landscape products of commercial growers and nurseries with exceptions for: (1) maintenance of trees and shrubs using schedules allowed under these measures by using a bucket, hand-held hose with positive shut-off nozzle, or low-volume non-spray irrigation; (2) maintenance of existing landscaping necessary for fire protection; (3) maintenance of existing landscaping for erosion control; (4) maintenance of plant materials identified to be rare or essential to the well-being of rare animals; (5) maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries and golf courses according to the schedules allowed under these measures; (6) watering of livestock; and (7) public works projects and actively irrigated environmental projects.	Yes
6	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Stop all landscape irrigation that uses potable water except crops and landscape products of commercial growers and nurseries with exceptions for: (1) maintenance of existing landscaping necessary for fire protection; (2) maintenance of existing landscaping for erosion control; (3) maintenance of plant materials identified to be rare or essential to the well-being of rare animals; (4) watering of livestock; and (5) public works projects and actively irrigated environmental projects.	Yes

Note: One or more of the shortage response actions listed for Level 1 will be implement and expanded as the shortage levels increase.

[1] The effectiveness of actions initiated at each shortage response is challenging to measure and can vary significantly. The City will implement an adaptive program to ensure the required reductions are attained.

1.4.2 Supply Augmentation

The City does not plan to utilize additional supply sources during a water shortage but rather mitigate supply impacts through demand reduction actions and/or utilize additional imported water to meet demands.

1.4.3 Operational Changes

During shortage conditions, operations may be affected by demand reduction responses. Operational changes to address a water shortage may be implemented based on the severity of the reduction goal. The City, with City Council approval as needed, will consider their operational procedures at the time of a shortage to identify changes they can take to maximize supply and reduce demand during a water shortage stage.

These potential actions, depending on shortage levels, could include, but are not limited to:

- Expansion of public information campaign to educate and inform customers of the water shortage emergency and required water savings
- Provide information regarding rebates for plumbing fixtures and landscape irrigation
- Offer water use surveys
- Monitor construction meters for efficient water use.
- Decrease line flushing to only on a compliant basis
- Implement or modify drought rate structure or surcharge or water emergency tiered pricing, pursuant to the requirements of Proposition 218 and in accordance with California Law
- To manage any impact from lower retail water sales, review opportunities to reducing overhead in the short-term and mid-term by deferring non-critical CIP and major maintenance expenditures, and in the long-term by adjusting operational and staffing levels
- To manage any impact from lower retail water sales, review non-critical facility replacement projects for any opportunities to extend the master planned replacement schedule.

1.4.4 Additional Mandatory Restrictions

In addition to any shortage response level being declared, the City maintains the following prohibitions and restrictions at all times.

Per the City's Ordinance No. 2015-12R, the following water uses are prohibited:

- Watering or irrigating lawns or landscape areas in a manner causing significant runoff.
- Operating a fountain or other water feature that does not recirculate water.
- Washing any vehicle with a hose not having a water shut-off nozzle.
- Allowing water to run continuously from a hose while washing any vehicle.
- Washing driveways, sidewalks, parking areas, patios, or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.
- Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.
- Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.
- The installation of single pass cooling systems in buildings requesting new water connections.

- The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.
- The installation of non-recirculating systems in new commercial laundry systems

The following water use restrictions are required at all times:

- The loss or escape of water by means of breaks, leaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within five days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.
- Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.
- Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee, to make the conversion to recycled water.
- A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.
- Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.
- All conveyor or automatic car wash systems shall have installed operational water recycling systems or shall have secured a waiver of this requirement from the director.
- All laundromats shall have converted 100% of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.
- Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the Department of Housing and Community Development.

1.4.5 Emergency Response Plan

The Director may declare a catastrophic water supply shortage in accordance with the City's emergency response plan and at the direction of the City Manager. When a catastrophic water supply shortage is in effect, the Director may impose any emergency water allocation or conservation actions that are deemed necessary to protect the reliability and quality of the City's water supply and with the approval of City Council, as required. Details on the authority and provisions associated with a sudden catastrophic water supply shortage are detailed in Section 31-233 of the City's Municipal Code.

In addition to responding to drought conditions, the City's WSCP can be used to respond to emergency or catastrophic conditions that impact the availability of the City's water supplies and/or the ability to deliver water within the service area. Besides drought, water supply may experience a catastrophic interruption as a result of natural disasters such as an earthquake, tsunami, wildfire, mudslide, or a regional power outage.

Planning and response measures in the event of an interruption to the water supply include:

- In advance of a known threat to the water and distribution system, such as a wildfire, distribution reservoirs will be filled to full capacity and any reservoir out of service will be put back into service.

- Portable generators will be deployed to critical facilities lacking emergency back-up power.
- SCADA is used throughout the distribution system to monitor system problems, whether minor day-to-day problems or major disruptions.
- City distribution system crews are trained in pipe repair and replacement as a part of their normal duties and are continually ready to perform such work on an emergency basis as needed.
- In the occurrence of a catastrophic event, City employees are prepared to mobilize to respond to emergent issues.
- Prioritize distribution system repairs to best meet critical needs, including water for firefighting and health and safety needs; identify a portion of available potable supply to be reserved for drinking water purposes in the event of prolonged interruption.
- Develop a clear message for timely information dissemination to the public that includes nature of the catastrophic event, status of distribution system, water use prohibitions, allowable water uses, potential need to boil drinking water prior to consumption, and location and availability of emergency drinking water, in the event of distribution system failure.

In 2020, the City completed a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act (AWIA) of 2018. The purpose of the RRA and ERP is to meet the AWIA compliance requirements and plan for long-term resilience of the City's infrastructure. The RRA assessed the City's water system to identify critical assets and processes that may be vulnerable to human and natural hazards, and to identify measures that can be taken to reduce risk and enhance resilience from service disruption for the benefit of customers. The RRA identified and characterized both infrastructure-specific and system-wide vulnerabilities and threats and quantified the consequences of disruption. The RRA also identified various options (and constraints) in addressing and mitigating risk. The RRA, in conjunction with the ERP, charted a course for water system resilience. The RRA also provided various recommendations to increase reliability of the City's system. Since critical pieces of infrastructure and specific vulnerabilities are detailed in the RRA and ERP, the contents of the document are confidential and for use by City's staff only. However, the City can confirm that these plans meet the requirements set forth by AWIA and evaluate seismic risks and mitigation actions to the City's infrastructure.

1.4.6 Seismic Risk Assessment and Mitigation Plan

The City certified with the U.S. Environmental Protection Agency that their RRA and ERP were compliant with all AWIA requirements on March 31, 2020 and December 30, 2020, respectfully, meeting all federal deadlines. In addition, the San Diego County's 2017 Multi-Jurisdictional Hazard Mitigation Plan also addresses risk assessment and mitigation for multiple emergency types that could create a water supply interruption and can be found at www.sandiegocounty.gov/oes/emergency_management/oes_jl_mitplan.html.

1.4.7 Shortage Response Action Effectiveness

As a standard operating procedure, water is tracked through the production, distribution, and billing systems.

During water shortage conditions, water use can be measured in comparison to what is considered to be a normal year demand (i.e., current customer base with approximately average rainfall), or in reference to a specific base year as may be dictated by Statewide requirements.

The effectiveness of actions initiated at each shortage response is challenging to measure and can vary significantly. Estimates of the effectiveness for actions has been included in **Table 2**. Effectiveness is also impacted by successful communication and outreach efforts. It is also difficult to assess the effectives of each activity separately as each stage implements several activities at once. For the purpose of the WSCP implementation, it is assumed that the upper end of the water savings would come from the use of multiple demand reduction actions in a stage.

Reduction in the shortage gap for Stages 2-6 assume all measures in the previous stage(s) are implemented and those savings are counted toward the total reduction in the shortage gap. For example, in WSCP Stage 4, the City may limit irrigation to specific days, and this measure, along with all demand management measures in Stage 1, 2, and 3, is estimated to reduce the shortage gap by up to 40%.

1.5 Communication Protocols

This section is in accordance with CWC Section 10632(a)(5) and describes the communication protocols and procedures to inform customers, the public, and state and local officials of any current or predicted water shortages. This WSCP includes a staged plan to communicate the declaration of a shortage stage, inform restrictions, and provide updates during a water shortage emergency.

For general messages on regional conditions, the City will rely on the SDCWA to conduct communications and outreach about water supplies and water use efficiency as an ongoing activity during normal supply conditions. In times when the WSCP is enacted, SDCWA will convey crucial information as outlined in Section 9 of the SDCWA WSCP (San Diego County Water Authority, 2021a). The City, as a member agency of SDCWA, is involved in the crafting of those messages.

The City will also share its own messages to its customers as needed for Escondido-specific information or reinforcing general guidance. It will do so with a focus on:

Coordination

During droughts or other times of limited supply that activate the WSCP, the SDCWA will establish more frequent schedules of updates, reports, or discussions at all levels to ensure SDCWA outreach messages and tactics stay in sync with the changing needs of member agencies and their customers. The City will strive for this same coordination between neighboring water districts to minimize the confusion for water users. The schedule and timing of these updates may adjust periodically to reflect evolving water shortage conditions or other factors.

Key Audiences

Escondido water customers inside and outside of the City boundaries, and other water users inside the City's service area are the key audiences.

Communication Objectives

Messaging will be based on the communication objective including:

- Motivate water users to increase conservation immediately in ways that are consistent with any permanent and/or mandated actions called for at the current level of the WSCP.
- Raise awareness and understanding of the drought, regulatory, or other conditions affecting water supplies and the need for increased conservation.
- Lower supply shortage stage having demonstrated the effectiveness and value of conservation actions and water supply reliability investments in minimizing impacts to the region's economy and quality of life.

Flexibility and Adaptability

In general, this communication plan is flexible and adaptable due to the many variables that can impact the effectiveness of this plan, including shortage level, the specific supply or regulatory circumstances driving that activation, budget availability, seasonal conditions, and other factors. Because of these potential variations, this communication plan does not dictate every strategy and tactic or the scale of resources that need to be applied at each level of the WSCP. Rather, this plan includes recommended strategies and tactics that generally match the needs associated with the escalating levels. This is intended to give staff the flexibility to apply tailored communications approaches that best fit the specific goals at any given point and the agility to react quickly to any changes in conditions.

This WSCP includes a staged plan to outline and provide guidance for efficient communication of declaration of a shortage stage, inform restrictions, and provide updates during a water shortage emergency shown in **Table 3**. Note, not all the mechanisms listed will be performed by the City. Some efforts may be completed by the SDCWA as part of their communication protocols.

Table 3. Communication Protocol During Water Shortage Conditions

STAGE	ACTION
1	Coordinate with SDCWA and other local agencies for clear, consistent, and understandable messages
1	Information posted on the City's website
1	Social media posts (for example, Facebook, Twitter, and Instagram)
1	Promotion of rebates and water conservation services.
1	Modify school outreach program content to include messages about need for increased conservation.
2	Information included in utility bill inserts or printed on bills
2	Letters, postcards, and fliers mailed to residents and businesses impacted by water use regulations.
2	Share information through Escondido's local cable channels (Cox - 19/AT&T - 99)
3	Engage City Council members and provide them with resources to share with constituents.
3	Targeted outreach and technical assistance to highest water users in each classification.
4	Press releases to local media (online and print newspapers, TV, radio, etc.).
4	Assemble and promote the speaker's bureau for water shortage presentations for neighborhood groups, gardening clubs, Homeowners Associations, churches, senior centers, neighborhood associations, business associations, community groups, property management companies, etc.
5/6	Increased coordination with the local landscaping industry including water shortage information in their newsletters, publications, and facilities: local wholesale and retail nurseries, and irrigation supply stores.
5/6	Signage posted at nurseries and irrigation supply stores.
5/6	Outreach materials and drought notices provided to the hospitality industry including restaurants and lodging.
5/6	News conference or other event to announce/explain change in WSCP level or general water conservation tactics

Note:
1. If a water shortage progresses through multiple stages all measures in the previous stage(s) are implemented in addition to current stage actions.

1.6 Compliance and Enforcement

This section is in accordance with CWC Section 10632(a)(6) and describes the compliance and enforcement provisions. The City aims to educate its customers when violations occur, in an effort to avoid repeat violations and future water waste. If educational efforts are not applicable or effective for customers who do not comply with restrictions implemented in a water shortage emergency, the City will use the enforcement measures found in Section 31-235 of the City's Municipal Code. This section of the code will be updated through City Council action to align with the changes proposed for the water shortage levels found in Section 31-232. Fines, the installation of a flow-restricting device, and other civil or criminal penalties may apply. Current fines are set forth in the City's Municipal Code.

1.7 Legal Authorities

The City has the legal authority to implement and enforce its WSCP. California Constitution Article X, Section 2 and CWC Section 100 provide that water must be put to beneficial use, the waste or unreasonable use or unreasonable method of use of water shall be prevented, and the conservation of water is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare. In addition, CWC Section 375 provides the City with the statutory authority to adopt and enforce water conservation restrictions and CWC sections 350 et seq. authorize the City to declare a water shortage emergency and impose water conservation measures when it determines that the City may not be able to satisfy ordinary demands without depleting supplies to an insufficient level.

If necessary, the City shall declare a water shortage emergency in according with CWC Chapter 3 (commencing with Section 350) of Division 1. Once having declared a water shortage, the City is provided with broad powers to implement and enforce regulations and restrictions for managing a water shortage.

Under California law, including CWC Chapters 3.3 and 3.5 of Division 1, Parts 2.55 and 2.6 of Division 6, Division 13, and Article X, Section 2 of the California Constitution, the City is authorized to implement the water shortage actions outlined in this WSCP. In water shortage cases, shortage response actions to be implemented will be at the discretion of the City and will be based on an assessment of the supply shortage, customer response, and need for demand reductions as outlined in this WSCP.

In addition, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the State will defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

The City has the legal authority to declare a water shortage and implement the actions outlined in this WSCP to restrict water use and prohibit water waste for all uses that are not necessary to sustain public health, sanitation, and fire protection.

The City will coordinate with any city or county, including the following listed, within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558):

- County of San Diego
- City of Escondido
- San Diego County Water Authority

1.8 Financial Consequences of WSCP

This section is in accordance with CWC Section 10632(a)(6) and describes the financial consequences of implementing the WSCP and potential mitigation strategies.

Rates were recently modified in March 2021 that included increases for water and wastewater due to increases in wholesale cost, development of critical capital improvement projects, and repair and replacement of at-risk facilities that are designed to increase service reliability and help the City reduce its risk of water shortages in the future.

In general, water shortages of the types discussed above necessitate selling less water. Reduced water sales would result in lower revenue. The various sources of water that are within the City's supply portfolio come with different costs for purchasing, transporting, and treating. In the event of a water shortage, the amount of water pulled from each source could possibly be rebalanced to lower costs. This could include drawing more water from the City's increased local storage at Lake Wohlford once the scheduled dam replacement project has been completed. The City's Utilities Department maintains robust reserves that include consideration of emergency needs.

1.8.1 Cost of Compliance

To ensure City customers comply with the restrictions implemented in a water shortage emergency, additional costs may be incurred to monitor and enforce response actions. The incurred cost may vary depending on the shortage stage and duration of the water shortage emergency. The cost of compliance may be tracked when a shortage is declared. The City may track staff time and resources used to implement the WSCP, including reduced revenue, implementing and enforcing shortage response actions, and communication and outreach efforts.

1.8.2 Use of Financial Reserves

The City currently has operating and CIP reserves, funded and available for use as intended. In the short term, the use of these reserves would have no impact on City customers or the City. In the long term, rates would possibly be raised to replenish reserves.

1.9 Monitoring and Reporting

This section is in accordance with CWC Section 10632(a)(9) and describes the reporting requirements and monitoring procedures to implement the WSCP and track and evaluate the response actions effectives. As described in **Section 1.2**, the City intends to track its supplies and project demands on an annual basis and if supply conditions described in Table 1 are projected, the City will enact their WSCP. Monitoring demands is essential to ensure the WSCP response actions are adequately meeting reductions and decreasing the supply/demand gap. This will help to analyze the effectiveness of the WSCP or identify the need to activate additional response actions.

The water savings from implementation of the WSCP will be determined based on monthly production reports which will be compared to the supply from prior months, the same period of the prior year, and/or the allocation. At first, the cumulative consumption for the various sectors (e.g., residential, commercial, etc.) will be evaluated for reaching the target demand reduction level. Then, if needed, individual accounts will be monitored. Weather and other possible influences may be accounted for in the evaluation.

The City is also required to submit the Urban Water Supplier Monthly Water Conservation Report, pursuant to the State Water Resources Control Board Resolution No. 2020-009, which became effective on October 1, 2020. In general, the City reports the WSCP shortage stage, the total potable water production, the 2013 same month production, demand for several water uses, enforcement actions, compliance issues, and response actions. The City will continue to report this information and will integrate this process in their WSCP annual assessment process.

1.10 WSCP Refinement Procedures

This section is consistent with CWC Section 10632 (a)(10). The WSCP is intended to be adapted as needed to respond to foreseeable and unforeseeable water shortages.

To maintain a useful and efficient standard of practice in water shortage conditions, the requirements, criteria, and response actions need to be continually evaluated and improved upon to ensure that its shortage risk tolerance is adequate, and the shortage response actions are effective and up to date based on lessons learned from implementing the WSCP. Results from the monitoring and reporting program will be part of the evaluation.

Potential refinements will be documented and integrated in the next WSCP update. Potential changes that would warrant an update could include, but are not limited to, any changes to shortage level triggers, changes to the shortage stage structure, and/or changes to the response actions. If new response actions are identified by staff or public, these could be advertised as voluntary actions until these are formally adopted as mandatory.

1.11 Special Water Feature Distinction

The CWC Section 10623 (b) requires that suppliers analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code. Non-pool or non-spa water features may use or be able to use recycled water, whereas pools and spas must use potable water for health and safety considerations so limitations to pools and spas may require different considerations compared to non-pool or non-spa water features.

Under permanent water supply conditions, re-circulated water must be used to operate ornamental fountains or other decorative water features. At a Stage 4 condition, filling or re-filling of ornamental lakes or ponds, is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a Stage 4 condition.

1.12 Plan Adoption, Submittal, and Availability

This section is consistent with CWC Section 10632(a)(c). Because the WSCP is a standalone document that can be updated as needed, **Table 4** describes the general steps to adopt and submit an updated or amended WSCP.

This 2021 WSCP was presented for adoption by the City Council at the **June 16, 2021** public meeting. Notifications were sent to the County of San Diego, SDCWA, Valley Center Municipal Water District, Rincon Municipal Water District, Vallecitos Municipal Water District, and Vista Irrigation District. To comply with the notice to the public, the City published notices in the local newspaper at least two weeks in advance with 5 days between publications. Copies of the 60-day notices and public hearing

newspaper notices are provided in **Attachment 2**. The WSCP was also made available prior to the public hearing.

The WSCP was formally adopted on **June 16, 2021**, by the City Council by **Resolution XXX-XXX**, included in **Attachment 3**. The WSCP was made available to all staff, customers, and any affected cities, counties, or other members of the public at the City's office and online within 30 days of the adoption date.

The WSCP was submitted to DWR via the Water Use Efficiency (WUE) Data Portal at the same time as the 2020 Urban Water Management Plan, but no later than July 1, 2021. A hard copy of the 2020 UWMP and WSCP were submitted to the California State Library within 30 days of adoption. Electronic and/or hard copies were provided to all cities and counties within City's service area within 30 days of adoption.

Based on DWR's review of the WSCP, the City will make any amendments in its adopted WSCP, as required and directed by DWR. If the City revises its WSCP, then an electronic copy of the revised WSCP will be submitted to DWR within 30 days of its adoption.

Table 4. Steps to Adopt, Submit and Implement the WSCP

STEP	TASK	DESCRIPTION	TIMEFRAME
1	Notice to cities and counties	Notify cities and counties within the service area that the WSCP is being updated. It is recommended that the notice includes: 1. Time and place of public hearing. 2. Location of the draft Plan, latest revision schedule, and contact information of the Plan preparer.	At least 60 days before public hearing. * If desired, advance notices can be issued without providing time and place of public hearing.
2	Publish Plan	Publish the draft WSCP in advance of public hearing meeting (https://www.escondido.org/)	Recommended at least 2 weeks before public hearing.
3	Notice to the public	Publish two notifications of the public hearing in a local newspaper notice at least once a week for two consecutive weeks, with at least 5 days between publications. This notice must include: 1. Time and place of hearing. 2. Location of the draft WSCP.	At least 2 weeks before public hearing. * Include a copy of public notices in plan.
4	Public hearing and optional adoption	Host at least one public hearing before adopting the WSCP to: 1. Allow for community input. 2. Consider the economic impacts for complying with the Plan.	Public hearing date * Adoption can be combined as long as public hearing is on the agenda before adoption
5	Adoption	Before submitting the WSCP to DWR, the governing body must formally adopt it. An adoption resolution must be included, as an attachment or as a web address indicating where the adoption resolution can be found online.	At public hearing or at a later meeting. *The WSCP can be adopted as prepared or as modified after the hearing.
6	Plan submittal	Submit the adopted or amended WSCP via the WUE Data Portal within 30 days of adoption or by July 1, if updated with the UWMP five-year cycle.	Within 30 days of adoption or by July 1st, whichever comes first.

STEP	TASK	DESCRIPTION	TIMEFRAME
7	Plan availability	Submit a CD or hardcopy of the adopted WSCP to the California State Library within 30 days of adoption. California State Library Government Publications Section Attention: Coordinator, Urban Water Management Plans P.O. Box 942837 Sacramento, CA 94237-0001 Provide a copy (hardcopy or electronic) of the adopted WSCP to any cities and counties within the service area. Make the WSCP available to the public by posting the Plan on website or making a hardcopy available for public review during normal business hours.	Within 30 days after adoption
9	Other - Notification to Public Utilities Commission	For water suppliers regulated by the California Public Utilities Commission submit UWMP and WSCP as part of the general rate case filing.	

Resources and References

American Water Works Association. (2019). *Manual of Water Supply Practices, Drought Preparedness and Response.*

Department of Water Resources. (2020). *Urban Water Management Plan Guidebook 2020.*

San Diego County Water Authority. (2021). *2020 Urban Water Management Plan.*

San Diego County Water Authority. (2021a). *2020 Water Shortage Contingency Plan.*

SDCWA. (2021). *2020 Water Shortage Contingency Plan.*

Water Systems Consulting, Inc. (2021). *2020 City of Escondido Urban Water Management Plan.*

Attachment 1: Ordinance No. 2015-12R Water Conservation Plan

ORDINANCE NO. 2015-12R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 5 OF CHAPTER 31 OF THE ESCONDIDO MUNICIPAL CODE TO ADD RECENT STATE REQUIREMENTS FOR WATER CONSERVATION

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. Article 5, Section 31-227 of Chapter 31 of the Escondido Municipal Code is hereby amended to read as follow:

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customers water use during a declared water shortage. The baseline period will be determined by the City Council at the time the City Council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the City.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido,

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a 24 hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water Authority" and "SDCWA" means the San Diego County Water Authority.

(j) "Wholesale supplier" means the San Diego County Water Authority.

SECTION 2. Article 5, Sections 31-229 – 31-232 of Chapter 31 of the Escondido Municipal Code are hereby amended to read as follows:

Sec. 31-229. Authorization for exceptions.

The City Manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing.

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations by established by the California Building Standards Commission and the Department of Housing and Community Development

Sec. 31-231. Reserved.

Sec. 31-232. Water shortage response levels.

(a) Response Level One – Water Shortage Watch Condition.

(1) It is the intent of the response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level one – water shortage watch condition by resolution when the City Council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the City Council to declare a water shortage response level one – water shortage watch condition may include, among other factors, a finding that the City's wholesale supplier

or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public Awareness/Education. During a water shortage response level one – water shortage watch condition, the City will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response Level Two – Water Shortage Alert Condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level two – water shortage alert condition by resolution when response level one actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection a, the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the City is notified in writing that initial landscape materials will be adversely affected by these restrictions, the City may establish a reasonable schedule for initial irrigation. The City has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response Level Three – Water Shortage Critical Condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The City Council shall declare a water shortage response level three – water shortage critical condition by resolution when response level two actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections a and b, the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be sone at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the City's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response Level Four – Water Shortage Emergency Condition.

(1) Prohibited Uses of Water in a Water Shortage Response Level Four – Water Shortage Emergency Condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level four – water shortage emergency condition by resolution when all response level three actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and Rates. In addition to all prohibited uses of water identified in subsections a through c, the City Council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.

SECTION 3. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 10th day of June, 2015 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MORASCO, MASSON, ABED

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

SAM ABED, Mayor of the
City of Escondido, California

ATTEST:

DIANE HALVERSON, City Clerk of the
City of Escondido, California

*****

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2015-12 passed at a regular meeting of the City Council of the City of Escondido held on the 10th day of June, 2015, after having been read at the regular meeting of said City Council held on the 3rd day of June, 2015.

DIANE HALVERSON, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2015-12 R

ARTICLE 5. WATER CONSERVATION PLAN

Sec. 31-225. Scope.

There is hereby established a water conservation and water shortage response plan (the "plan"), pursuant to California Water Code Section 375 et seq. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-226. Objectives.

The objectives of the plan are:

(a) To prevent water supply shortages through aggressive and effective water management programs such as water conservation, water education and use restrictions;

(b) To minimize the impact of a water supply shortage on the city's population and economy;

(c) To provide first for public health and fire protection and other essential services, then to provide for the economic health of the city, and then to provide for other uses of water;

(d) To ensure that water users who have implemented exemplary conservation practices during normal-year hydrology and wet-year hydrology are not disadvantaged by the plan during shortages, a "lifeline allowance" will be established to reflect the minimum amount necessary to sustain an average household. This allowance will be established periodically by resolution of the city council. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customer's water use during a declared water shortage. The baseline period will be determined by the city council at the time the city council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the city.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido.

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a twenty-four (24) hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water authority" and "SDCWA" means the San Diego County water authority.

(j) "Wholesale supplier" means the San Diego County water authority. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 1, 6-10-15)

Sec. 31-228. Exemptions and applications.

(a) The provisions of this article shall apply to all persons and property served water by the City of Escondido wherever situated, unless an exemption or variance clearly applies.

(b) The provisions of this article do not apply to use of water from private wells or to recycled water.

(c) Nothing in this chapter shall apply to use of water that is subject to a special supply program, such as the IAWP or the SDCWA special agricultural rate programs. Violations of the conditions of special supply programs are subject to the penalties established under such applicable program. A customer using water subject to a special supply program and water provided by the city is subject to this article only with respect to the customer's use of water provided by the city. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-229. Authorization for exceptions.

The city manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within forty-eight (48) hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director.

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the department of housing and community development. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 1, 6-3-09; Ord. No. 2009-28, § 1, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-231. Reserved.

Editor's note: Section 31-231, Additional water use restrictions, derived from Ord. Nos. 2008-30(R), 2009-16 and 2009-28, was repealed by Ord. No. 2015-12R, § 2, 6-10-15.

Sec. 31-232. Water shortage response levels.

(a) Response level one—Water shortage watch condition.

(1) It is the intent of response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level one—water shortage watch condition by resolution when the city council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the city council to declare a water shortage response level one—water shortage watch condition may include, among other factors, a finding that the city's wholesale supplier or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public awareness/education. During a water shortage response level one—water shortage watch condition, the city will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response level two—Water shortage alert condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level two—water shortage alert condition by resolution when response level one actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection (a), the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the city council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the city is notified in writing that initial landscape materials will be adversely affected by these restrictions, the city may establish a reasonable schedule for initial irrigation. The city has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response level three—Water shortage critical condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The city council shall declare a water shortage response level three—water shortage critical condition by resolution when response level two actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections (a) and (b), the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be done at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the city's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when: (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project; or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response level four—Water shortage emergency condition.

(1) Prohibited uses of water in a water shortage response level four—Water shortage emergency condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The city council shall declare a water shortage response level four—water shortage emergency condition by resolution when all response level three actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and rates. In addition to all prohibited uses of water identified in subsections (a) through (c), the city council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the city's increased costs to provide water to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 3, 6-3-09; Ord. No. 2009-28, § 3, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-233. Sudden catastrophic water supply shortage.

In accordance with the department's emergency response plan and at the direction of the city manager, the director may determine that a sudden event has diminished, or threatens to significantly diminish, the reliability or quality of the city's water supply. The director may declare a catastrophic water supply shortage and impose whatever emergency water allocation or conservation actions are deemed necessary, in the director's professional judgment, to protect the reliability and quality of the city's water supply, until the emergency passes, or until the city council may be convened to adopt a resolution or declaration of emergency, or to take other action. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-234. Notification.

(a) When a water shortage response level one—water shortage watch condition, a water shortage response level two—water shortage alert condition, a water shortage response level three—water shortage critical condition, a water shortage response level four—water shortage emergency condition, or a sudden catastrophic water supply shortage is declared, the city shall: (1) prior to the declaration provide notice of a public hearing, pursuant to California Water Code Section 352; and (2) after the declaration, publish the water shortage level in a local newspaper of general circulation,

including the implementation date of the declaration. All media will be notified by e-mail and/or fax. Notification will also be posted on the city's website, the water conservation hot line and on the customer's utility bills.

(b) The department will inform its customers of the effective date, of the prohibited uses of water associated with the relevant stage, and encourage its customers to take additional voluntary actions to conserve water.

(c) The department will inform and prepare its customers about possible restrictions on use of water and rate increases related to the higher levels of water conservation required by this plan. The department will continue to educate its customers for the duration of an impending and actual water supply shortage. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-235. Enforcement, civil and criminal penalties.

(a) Any person, who uses, causes to be used, or permits the use of water in violation of this article is guilty of an offense punishable as provided herein.

(b) Each day that a violation of this article occurs is a separate offense.

(c) Administrative fines may be levied for each violation of any provision of this article, pursuant to the procedures outlined in Chapter 1A of the Escondido Municipal Code, in the following amounts:

(1) One hundred dollars ($100.00) for a first violation;

(2) Two hundred dollars ($200.00) for a second violation of any provision of this article during a level two—water shortage alert condition within one (1) year;

(3) Three hundred dollars ($300.00) for a second violation of any provision of this article during a level three—water shortage critical condition within one (1) year;

(4) Four hundred dollars ($400.00) for a second violation of any provision of this article during a level four—water shortage emergency condition within one (1) year;

(5) Five hundred dollars ($500.00) for each additional violation of any provision of this article within one (1) year.

(d) Pursuant to California Water Code Section 377, any customer failure to implement any of the conservation measures outlined in sections 31-230 through 31-233 above may be prosecuted as a misdemeanor. Upon conviction thereof, such person may be punished by imprisonment in the county jail for not more than thirty (30) days, or by fine not exceeding one thousand ($1,000.00) dollars, or both.

(e) Violation of any provision of this policy is subject to enforcement through installation of a flow-restricting device in the meter, pursuant to California Water Code Section 356.

(f) Willful violations of the mandatory conservation measures and water use restrictions set forth in section 31-232(d)(3) and applicable during a level four water shortage emergency condition may be enforced by discontinuing service to the property at which the violation occurs, as provided by California Water Code Section 356.

(g) All remedies provided for herein both civil and criminal shall be cumulative, and not exclusive. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-236. Surcharges; Additional charges.

The city council shall establish the additional charges by resolution as follows:

(a) A water rate penalty for excess water usage during a response level two—water shortage watch condition;

(b) A water rate penalty for excess water usage during a response level three—water shortage critical condition;

(c) A water rate penalty for excess water usage during a response level four—water shortage emergency condition; or

(d) A surcharge for excess water use that reflects the city's increased wholesale costs of purchasing water to provide to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-237. Variance for hardship or pending appeal.

(a) Hardship. The director or designee may grant a variance in cases of hardship for uses of water otherwise prohibited by the regulations. Water customers who feel they need an adjustment in the prohibitions must complete an application for a variance, stating the justification and circumstances. If the variance is not granted, the customer may ask for a review in writing. If the variance is granted, it shall be temporary, and last only as long as the hardship shall continue.

(b) Interim Measures. Pending receipt of a request for a hardship variance, or pending a hearing following the appeal of an administrative citation pursuant to Section 1A-9 of this code, the director, the director's designee, or enforcement officer may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violation and the current declared water condition.

(c) Offsets. The city council shall establish by resolution a program to provide water use credits, new meter connections, or a variance from the prohibitions of this article where water customers can demonstrate that they will offset their water use with other conservation measures. (Ord. No. 2008-30(R), § 2, 10-22-08)

Secs. 31-238—31-249. Reserved.

Attachment 2: WSCP 60-Day and Public Hearing Notices

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Wednesday, June 16, 2021 at 5:00 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following items:

2020 Urban Water Management Plan (UWMP), Water Shortage Contingency Plan (WSCP) and an amendment to the 2015 UWMP (collectively "the plans")

The public hearing will allow members of the public to provide comments and feedback on the plans, which are available for public review prior to the public hearing at www.escondido.org/plans-reports-and-notices.aspx. Hard copies of the plans are also available prior to the public hearing at the Engineering Counter at City Hall (see address below) during regular business hours.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator 760-839-4641 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

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

To submit comments in writing, please do so at the following link: Public Comment - City of Escondido. (www.escondido.org/public-comment) All comments received from the public will be made a part of the record of the meeting.

The report will be included as part of the agenda for the regularly scheduled City Council meeting on Wednesday, June 16, 2021. The agenda packet will be available to the public on Thursday, June 10, 2021 and an electronic copy of the report will be posted on that date at the City of Escondido's website at: www.escondido.org/meeting-agendas.aspx.

Questions and comments can be sent to Elisa Marrone at 760-839-4075 or emarrone@escondido.org, or provided at the public hearing. Upon conclusion of the public hearing, the City Council may revise, change, modify, and/or adopt the plans.

ZACK BECK, City Clerk
City of Escondido
May 27, 2021

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Sarah Aghassi, General Manager
County of San Diego
5510 Overland Avenue
Suite 310
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Clint Baze, General Manager
Rincon del Diablo Municipal Water District
1920 North Iris Lane
Escondido, CA 92028

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Alexi Schnell, Water Resources Specialist
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Glenn Pruim, General Manager
Vallecitos Water District
201 Vallecitos De Oro
San Marcos, CA 92069

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Gary Arant, General Manager
Valley Center Municipal Water District
29300 Valley Center Road
P.O. Box 67
Valley Center, CA 92082

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Brett Hodgkiss, General Manager
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

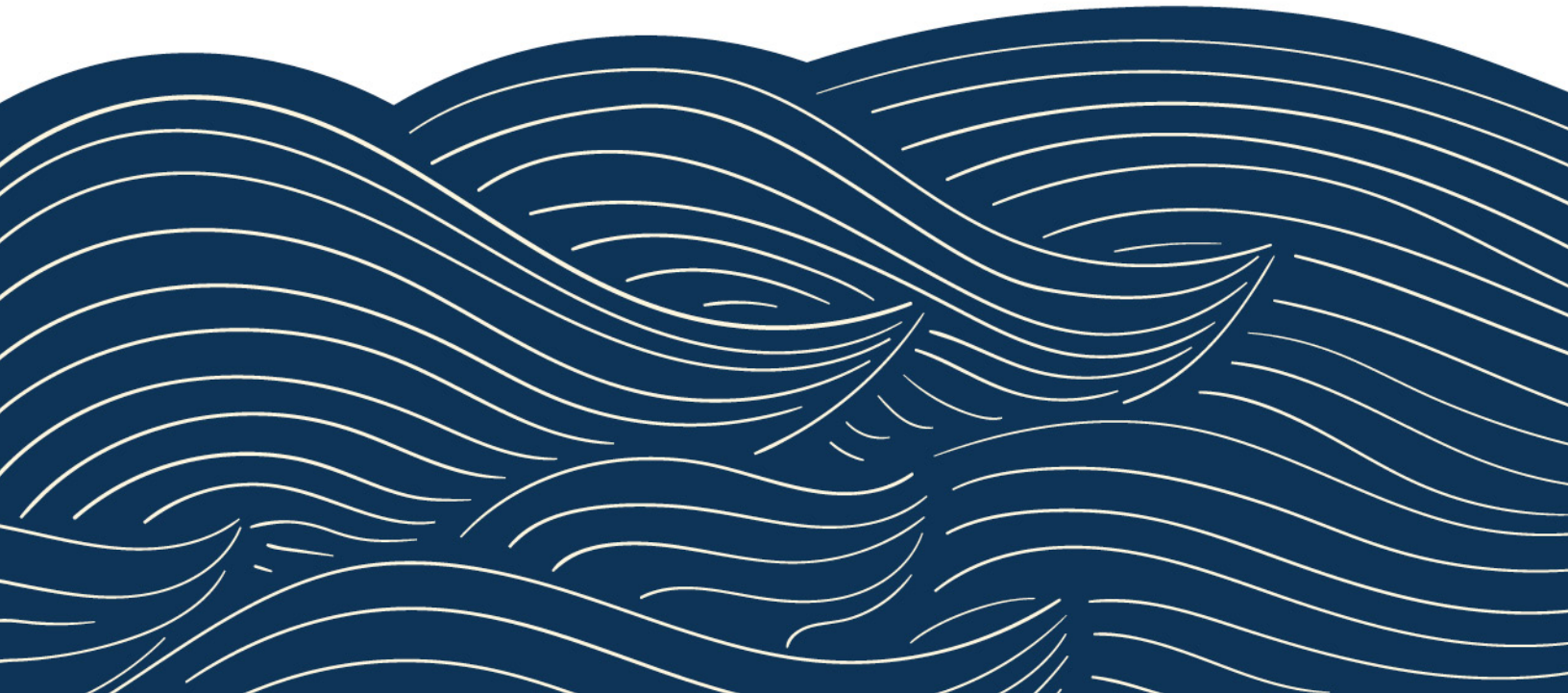
Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Attachment 3: WSCP Adoption Resolution

B

Demonstration of Reduced Delta Reliance



Quantifying Regional Self-Reliance and Reduced Reliance on Water Supplies from the Delta Watershed

1.1 Background

Under the Sacramento–San Joaquin Delta (Delta) Reform Act of 2009, state and local public agencies proposing a covered action in the Delta, prior to initiating the implementation of that action, must prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with applicable Delta Plan policies and submit that certification to the Delta Stewardship Council. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

The Urban Water Management Plan Guidebook 2020 states that an urban water supplier that anticipates participating in or receiving water from a proposed project, such as a multiyear water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta should provide information in their 2015 and 2020 Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy, WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Req., tit. 23, § 5003).

The City of Escondido (City) is an urban water supplier that anticipates receiving a blend of Delta water through its imported water. Currently, the City purchases imported water from Metropolitan Water District of Southern California (Metropolitan) via the San Diego Water County Authority (SDCWA). The imported water is a blend of Colorado River water and State Project Water. Therefore, the City is preparing this analysis to comply with the Delta Plan Policy WR P1.

The Delta Plan Policy WR P1 specifies the measures that must be taken by water suppliers under certain conditions to reduce their reliance on the Delta and improve regional self-reliance. In addition, the Delta Plan recommends that all water suppliers within the Delta watershed voluntarily implement the measures contained in WR P1 to reduce their reliance on the Delta and improve regional self-reliance. Delta Plan WR P1 identifies UWMPs as the tool to be used to demonstrate consistency with the state policy that requires suppliers who carry out or take part in covered actions to reduce their reliance on the Delta.

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states:

> *(a) Water shall not be exported from, transferred through, or used in the Delta if all the following apply:*
>
> > *(1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);*
> >
> > *(2) That failure has significantly caused the need for the export, transfer, or use; and*
> >
> > *(3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.*

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above:

> *(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:*
>
> > *(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;*
> >
> > *(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and*
> >
> > *(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).*

The analysis and documentation provided below include all the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action.

1.2 Demonstration of Regional Self-Reliance

The methodology used to determine the City's improved regional self-reliance is consistent with the approach detailed in DWR's UWMP Guidebook Appendix C (Guidebook Appendix C), including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources.

Some of the key assumptions underlying the City's demonstration of reduced reliance include:

- All data were obtained from the current 2020 UWMP or previously adopted UWMPs and represent average or normal water-year conditions.
- All analyses were conducted at the service-area level, and all data reflect the total contributions of the City and its customers.
- Future projects that are covered actions requiring a certification of consistency with the Delta Plan were excluded from this analysis.

1.2.1 Baseline and Expected Outcomes

To demonstrate the expected outcomes for a reduced reliance on the Delta and improved regional self-reliance, a comparison to a baseline is needed. This analysis uses a normal water-year representation of 2010 as the baseline, which is consistent with the approach described in the Guidebook Appendix C. Population, demand, and supply data for the 2010 baseline were taken from the City's 2005 UWMP, because UWMPs generally do not provide normal water-year data for the year they are adopted (i.e., 2005 UWMP forecasts begin in 2010, 2010 UWMP forecasts begin in 2015, and so on).

Consistent with the 2010 baseline data approach, the expected outcomes for reduced Delta reliance and improved regional self-reliance for 2015 and 2020 were taken from the City's 2010 and 2015

UWMPs, respectively. Expected outcomes for 2025-2045 are from the current 2020 UWMP. Documentation of the specific data sources and assumptions are included in the discussions below.

1.2.2 Service-Area Demands without Water Use Efficiency

In alignment with the Guidebook Appendix C, this analysis uses normal water-year demands, rather than normal water-year supplies, to calculate the expected outcomes in terms of the percentage of water used. Normal water-year demands serve as a proxy for the amount of supplies that would be used in a normal water-year, which helps alleviate issues associated with how supply capability is presented to fulfill the requirements of the UWMP Act versus how supplies might be accounted for to demonstrate consistency with WR P1.

Because WR P1 considers water use efficiency savings a source of water supply, water suppliers can calculate their embedded water use efficiency savings based on changes in forecasted per capita water use compared with the baseline. As explained in the Guidebook Appendix C, water use efficiency savings must be added back to the normal year demands to represent demands without water use efficiency savings accounted for; otherwise, the effect of water use efficiency savings on regional self-reliance would be overestimated. **Table 1** shows the results of this adjustment for the City. Supporting narratives and documentation for all the data shown in **Table 1** are provided below.

1.2.3 Service-Area Demands with Water Use Efficiency

The service-area water demands shown in **Table 1** represent the total municipal and industrial (M&I) water demands and non-potable demands for the City's retail service area.

The M&I demand data shown in Table 1 were collected from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 12** and **Table 24**
- **2015:** The City's 2010 UWMP, **Table 3-9** and **Table 5-4**
- **2020:** The City's 2015 UWMP, **Table 3-6** (DWR Table 4-3R)
- **2025–2045:** The City's 2020 UWMP, **Table 4-8** (DWR 4-3R)

1.2.4 Non-Potable Water Demands

The City owns and operates its own wastewater treatment and disposal facility, the Hale Avenue Resource Recovery Facility (HARRF). The HARRF produces secondary and tertiary treated effluent. The tertiary treatment system has a design flow capacity of 9 MGD and is designed to comply with State Water Resources Control Board (State Water Board) Division of Drinking Water (DDW) criteria for "disinfected tertiary recycled water."

The "disinfected tertiary recycled water" is used to meet recycled water demands. Currently, the City provides recycled water to 36 recycled water customers and Rincon del Diablo Municipal Water District (Rincon). The City's recycled water program is permitted under the San Diego Water Board Order No. R9-2010- 0032. Excess tertiary-treated wastewater is dechlorinated and discharged to an onsite pond. The onsite pond is tested for total chlorine residual prior to batch discharge to the Pacific Ocean along with secondary-treated wastewater. The City began serving recycled water to customers in 2004. Details on the HARRF and recycled water supply are discussed in **Chapter 6** of the City's 2020 UWMP.

The non-potable water demand data shown in Table 1 represents recycled water demand estimates from for use in the City's service area collected from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 24**
- **2015:** The City's 2010 UWMP, **Table 5-4**

- **2020:** The City's 2015 UWMP, **Table 3-6** (DWR Table 4-3R)
- **2025–2045:** The City's 2020 UWMP, **Table 4-8** (DWR 4-3R)

1.2.5 Potable Service-Area Demands with Water-Use Efficiency

The "Potable Service Area Demands with Water Use Efficiency" was calculated by subtracting the "Non-Potable Water Demands" from "Service Area Demands with Water Use Efficiency."

1.2.6 Service-Area Population

The population data shown in Table 1 were collected from the following sources:

- **Baseline (2010):** The City's 2010 UWMP, **Table 3-1**
- **2015:** The City's 2015 UWMP, **Table 2-2** (DWR Table 3-1R)
- **2020–2045:** The City's 2020 UWMP, **Table 3-2** (DWR Table 3-1R)

1.2.7 Estimated Water-Use Efficiency Since Baseline

The "Estimated Water Use Efficiency Since Baseline" was calculated using "Potable Service Area Demands with Water Use Efficiency" divided by "Service Area Population" and then comparing with 2010 "Per Capita Water Use."

1.2.8 Service-Area Water Demands without Water-Use Efficiency

In **Table 2**, the "Service Area Demands with Water Use Efficiency" was added to the "Estimated Water Use Efficiency Since Baseline" to obtain the "Service Area Water Demands without Water Use Efficiency Accounted For."

1.2.9 Supplies Contributing to Regional Self-Reliance

For a covered action to demonstrate consistency with the Delta Plan, WR P1 subsection (c)(1)(C) states that water suppliers must report the expected outcomes for measurable improvement in regional self-reliance. **Table 3** shows expected outcomes for supplies contributing to regional self-reliance in terms of volume. **Table 3** also represents efforts to improve regional self-reliance for the City's entire service area and includes the total contributions of the City and its customers. Supporting narratives and documentation for all the data provided in **Table 3** are described below.

The City relies on local supplies and imported water to meet potable demands. Raw imported water is supplied by the SDCWA and the San Luis Rey Indian Water Authority (SLRIWA). In 2017, the City started receiving water from the SLRIWA through the SDCWA. The City's local surface water is collected from the San Luis Rey River watershed. The City plans to use these supplies to meet current and future demands under normal, single-dry, and five consecutive dry years. Currently, the City produces "disinfected tertiary recycled water" to sell to its customers and other agencies. The City has future projects in the works to expand upon recycled water treatment and use to offset imported water usage in the future.

1.2.10 Water-Use Efficiency

The water-use efficiency information shown in **Table 3** is taken directly from **Table 1**.

1.2.11 Water Recycling

The water recycling values shown in **Table 3** are taken directly from the non-potable water demands in **Table 1**. The City is capable of producing more recycled water than the demand.

1.2.12 Local and Regional Water Supply and Storage Projects

As discussed above, the City relies on raw imported water and local surface water to meet its potable demands and is actively investing in local water projects.

The City's local water supplies are shown in Table 3, and data were from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 4**
- **2015:** The City's 2010 UWMP, **Table 4-4** (same as Table 16 in 2010 Guidebook)
- **2020:** The City's 2015 UWMP, **Table 5-9** (DWR Table 6-9R)
- **2025–2045:** The City's 2015 UWMP, **Table 6-8** (DWR Table 6-9R)

1.3 Reliance on Water Supplies from the Delta Watershed

Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies, and regional and local demand management measures. Metropolitan's member agencies coordinate reliance on the Delta through their membership in Metropolitan, a regional cooperative providing wholesale water service to its 26 member agencies, which includes the SDCWA, who the City receives supplies from. Accordingly, regional reliance on the Delta can only be measured regionally — not by individual Metropolitan member agencies and not by the customers of those member agencies.

While Metropolitan's member agencies, and those agencies' customers, indirectly reduce reliance on the Delta through their collective efforts as a cooperative, they do not control the amount of Delta water they receive from Metropolitan. Metropolitan manages a statewide integrated conveyance system consisting of its participation in the State Water Project (SWP); its Colorado River Aqueduct (CRA), including Colorado River water resources, programs, and water exchanges; and its regional storage portfolio. Along with the SWP, CRA, storage programs, and Metropolitan's conveyance and distribution facilities, demand management programs increase the future reliability of water resources for the region. In addition, demand management programs provide system-wide benefits by decreasing the demand for imported water, which helps to decrease the burden on the district's infrastructure, reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Metropolitan's costs are funded almost entirely from its service area, except for grants and other assistance from government programs. Most of Metropolitan's revenues are collected directly from its member agencies. Properties within Metropolitan's service area pay a property tax that currently provides approximately 8% of the fiscal year 2021 annual budgeted revenues. The rest of Metropolitan's costs are funded through rates and charges paid by Metropolitan's member agencies for the wholesale services it provides to them. Thus, Metropolitan's member agencies fund nearly all operations Metropolitan undertakes to reduce reliance on the Delta, including Colorado River programs, storage facilities, local resources programs, and conservation programs within Metropolitan's service area.

Because of the integrated nature of Metropolitan's systems and operations, and the collective nature of Metropolitan's regional efforts, it is infeasible to quantify each of Metropolitan member agencies' individual reliance on the Delta. It is infeasible to attempt to segregate an entity and a system that were designed to work as an integrated regional cooperative.

In addition to the member agencies funding Metropolitan's regional efforts, they also invest in their own local programs to reduce their reliance on any imported water. Moreover, the customers of those member agencies may also invest in their own local programs to reduce water demand. However, to the extent those efforts result in reduction of demands on Metropolitan, that reduction does not equate to a like reduction of reliance on the Delta. Demands on Metropolitan are not commensurate with demands on the Delta because most of Metropolitan member agencies receive blended resources from Metropolitan as determined by Metropolitan — not the individual member agency — and for most member agencies, the blend varies from month-to-month and year-to-year due to hydrology, operational constraints, use of storage and other factors.

1.3.1 Programs Implemented by Metropolitan to Reduce Delta Reliance

As mentioned above, Metropolitan, SDCWA, the City, and other local agencies invest in local sources to reduce reliance on the Delta. However, the City purchases imported water from SDCWA while SDCWA wholesales water from Metropolitan. Because of the intricacies in these large systems and the blend of supplies, Appendix 11 of Metropolitan's 2020 UWMP summarizes the various programs Metropolitan has invested in to decrease reliance on the Delta.

Because of this infeasibility to separate out the individual member agency's reduced reliance on the Delta, Metropolitan has completed the analysis to demonstrate a regional wide reduction which is shown in **Table 4.**

1.4 Summary of Expected Outcomes for Reduced Reliance on the Delta

As stated in WR P1(c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The expected outcomes for the City's Delta reliance and regional self-reliance were developed using the approach and guidance described in Guidebook Appendix C issued in March 2021.

1.4.1 Regional Self-Reliance

The data used to demonstrate increased regional self-reliance in this analysis represent the total regional efforts of the City and its customers and were developed in conjunction with the SDCWA and Metropolitan as part of the UWMP coordination process.

The following provides a summary of the near-term (2025) and long-term (2045) expected outcomes for the City's regional self-reliance:

- **Near-term (2025)**: normal water-year regional self-reliance is expected to increase by about 15,903 AFY from the 2010 baseline; this represents an increase of about 29.9% of 2025 normal water year retail demands (**Table 3**)
- **Long-term (2045)**: normal water-year regional self-reliance is expected to increase by almost 26,275 AFY from the 2010 baseline; this represents an increase of about 39.8% of 2045 normal water year retail demands (**Table 3**).

The results show that the City and its customers are measurably reducing reliance on the Delta and improving regional self-reliance.

1.4.2 Reduced Reliance on Supplies from the Delta Watershed

For reduced reliance on supplies from the Delta Watershed, the data used in this analysis represent the total regional efforts of Metropolitan, the SDCWA, its member agencies and their customers (many of them retail agencies), and were developed in conjunction with the City and other Metropolitan member agencies as part of the UWMP coordination process (as described in Section 5 of Metropolitan's 2020 UWMP). In accordance with UMWP requirements, Metropolitan's member agencies and their customers (many of them retail agencies) also report demands and supplies for their service areas in their respective UWMPs. The data reported by those agencies are not additive to the regional totals shown in Metropolitan's UWMP, rather their reporting represents subtotals of the regional total and should be considered as such for the purposes of determining reduced reliance on the Delta.

While the demands that Metropolitan's member agencies and their customers report in their UWMP's are a good reflection of the demands in their respective service areas, they do not directly represent each water suppliers' individual contributions to reduced reliance on the Delta. To calculate and report their reliance on water supplies from the Delta watershed, water suppliers that receive water from the Delta through other regional or wholesale water suppliers would need to determine the amount of Delta water that they receive from the regional or wholesale supplier. Two specific pieces of information are needed to accomplish this. First, is the quantity of demands on the regional or wholesale water supplier that accurately reflect a supplier's contributions to reduced reliance on the Delta and second, is the quantity of a supplier's demands on the regional or wholesale water supplier that are met by supplies from the Delta watershed.

For water suppliers that make investments in regional projects or programs, it may be infeasible to quantify their demands on the regional or wholesale water supplier in a way that accurately reflects their individual contributions to reduced reliance on the Delta. Due to the extensive, long-standing, and successful implementation of regional demand management and local resource incentive programs in Metropolitan's service area, this infeasibility holds true for Metropolitan's members, as well as their customers. For Metropolitan's service area, reduced reliance on supplies from the Delta watershed can only be accurately accounted for at the regional level.

The results show that as a region, Metropolitan and its members (including the City) as well as their customers are measurably reducing reliance on the Delta and improving regional self-reliance.

1.5 UWMP Implementation

In addition to the analysis and documentation described above, WR P1 subsection (c)(1)(B) requires that all programs and projects included in the UWMP that are locally cost-effective, technically feasible, and reduce reliance on the Delta are identified, evaluated, and implemented consistent with the implementation schedule. WR P1 (c)(1)(B) states that

> *(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta[.]*

In accordance with Water Code Section 10631(f), water suppliers must already include in their UWMP a detailed description of expected projects and programs that they may implement to increase the amount of water supply available to them in normal and single-dry water years and for a period of drought lasting five consecutive years. The UWMP description must also identify specific projects, including a description of the increase in water supply that is expected to be available from each project, and include an estimate regarding the implementation timeline for each project or program.

Chapter 6 of the City's 2020 UWMP summarizes the implementation plan and continued progress in developing a diversified water portfolio to meet the region's water needs.

1.6 2015 UWMP Appendix H

The information contained in this appendix is also intended to be a new Appendix H to the City's 2015 UWMP consistent with WR P1 subsection (c)(1)(C) (Cal. Code Regs. tit. 23, § 5003). The City provided notice of the availability of the draft 2020 UWMP, 2021 WSCP, and the new Appendix H to the 2015 UWMP and held a public hearing to consider adoption of the documents in accordance with CWC Sections 10621(b) and 10642, Government Code Section 6066, and Chapter 17.5 (starting with Section 7290) of Division 7 of Title 1 of the Government Code. The public review drafts of the 2020 UWMP, Appendix H to the 2015 UWMP, and the 2021 WSCP were posted on the City's website, www.escondido.org/, in advance of the public hearing. The notice of availability of the documents was publicly noticed, as well as directly noticed to other agencies and counties within the City's service area. Copies of the notification letters are included in the 2020 UWMP **Appendix E and J**. Thus, this **Appendix B** to the City's 2020 UWMP, which was adopted with the City's 2020 UWMP, will also be recognized and treated as **Appendix H** to the City's 2015 UWMP.

The City held the public hearing for the draft 2020 UWMP, draft Appendix H to the 2015 UWMP, and draft 2021 WSCP on June 16, 2021, at 5:00 pm, held at 201 N. Broadway, Escondido, California, 92025. The City Council determined that the 2020 UWMP and the 2021 WSCP accurately represent the water resources plan for the City's service area. In addition, the City Council determined that this **Appendix B** (**Appendix H** to the 2015 UWMP) to the 2020 UWMP includes all the elements described in Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (Cal. Code Regs. tit. 23, § 5003), which need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action. As stated in Resolutions 2021-42, 2021-43 and 2021-44, the City Council adopted the 2020 UWMP, **Appendix H** to the 2015 UWMP, and the 2021 WSCP and authorized their submittal to the State of California. Copies of the resolutions are included in the 2020 UWMP **Appendix K**.

Table 1. Optional Calculation of Water Use Efficiency

Service Area Water Use Efficiency Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	54,405	37,550	24,903	29,774	30,191	33,922	34,267	35,263
Non-Potable Water Demands	10,076	4,800	3,000	3,935	4,105	7,585	7,665	7,745
Potable Service Area Demands with Water Use Efficiency Accounted For	44,329	32,750	21,903	25,839	26,086	26,337	26,602	27,518

Total Service Area Population	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Population	132,255	137,941	142,183	148,825	150,245	151,692	153,215	158,496

Water Use Efficiency Since Baseline (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Per Capita Water Use (GPCD)	299	212	138	155	155	155	155	155
Change in Per Capita Water Use from Baseline (GPCD)		(87)	(162)	(144)	(144)	(144)	(144)	(144)
Estimated Water Use Efficiency Since Baseline		13,485	25,754	24,044	24,273	24,507	24,753	25,606

Table 2. Calculation of Service Area Water Demands without Water Use Efficiency

Total Service Area Water Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	54,405	37,550	24,903	29,774	30,191	33,922	34,267	35,263
Reported Water Use Efficiency or Estimated Water Use Efficiency Since Baseline		13,485	25,754	24,044	24,273	24,507	24,753	25,606
Service Area Water Demands without Water Use Efficiency Accounted For	54,405	51,035	50,657	53,818	54,464	58,429	59,019	60,869

Table 3. Calculation of Supplies Contributing to Regional Self-Reliance

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Use Efficiency	-	13,485	25,754	24,044	24,273	24,507	24,753	25,606
Water Recycling	10,076	4,800	3,000	3,935	4,105	7,585	7,665	7,745
Stormwater Capture and Use								
Advanced Water Technologies								
Conjunctive Use Projects								
Local and Regional Water Supply and Storage Projects	7,000	4,964	7,260	5,000	5,000	9,000	10,000	10,000
Other Programs and Projects the Contribute to Regional Self-Reliance								
Water Supplies Contributing to Regional Self-Reliance	17,076	23,249	36,014	32,979	33,378	41,092	42,418	43,351

Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	54,405	51,035	50,657	53,818	54,464	58,429	59,019	60,869

Change in Regional Self Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies Contributing to Regional Self-Reliance	17,076	23,249	36,014	32,979	33,378	41,092	42,418	43,351
Change in Water Supplies Contributing to Regional Self-Reliance		6,173	18,938	15,903	16,302	24,016	25,342	26,275

Percent Change in Regional Self Reliance (As Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies Contributing to Regional Self-Reliance	31.4%	45.6%	71.1%	61.3%	61.3%	70.3%	71.9%	71.2%
Change in Percent of Water Supplies Contributing to Regional Self-Reliance		14.2%	39.7%	29.9%	29.9%	38.9%	40.5%	39.8%

Table 4. Calculation of Reliance on Water Supplies from the Delta Watershed

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions								
Transfers and Exchanges	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed								
Total Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000

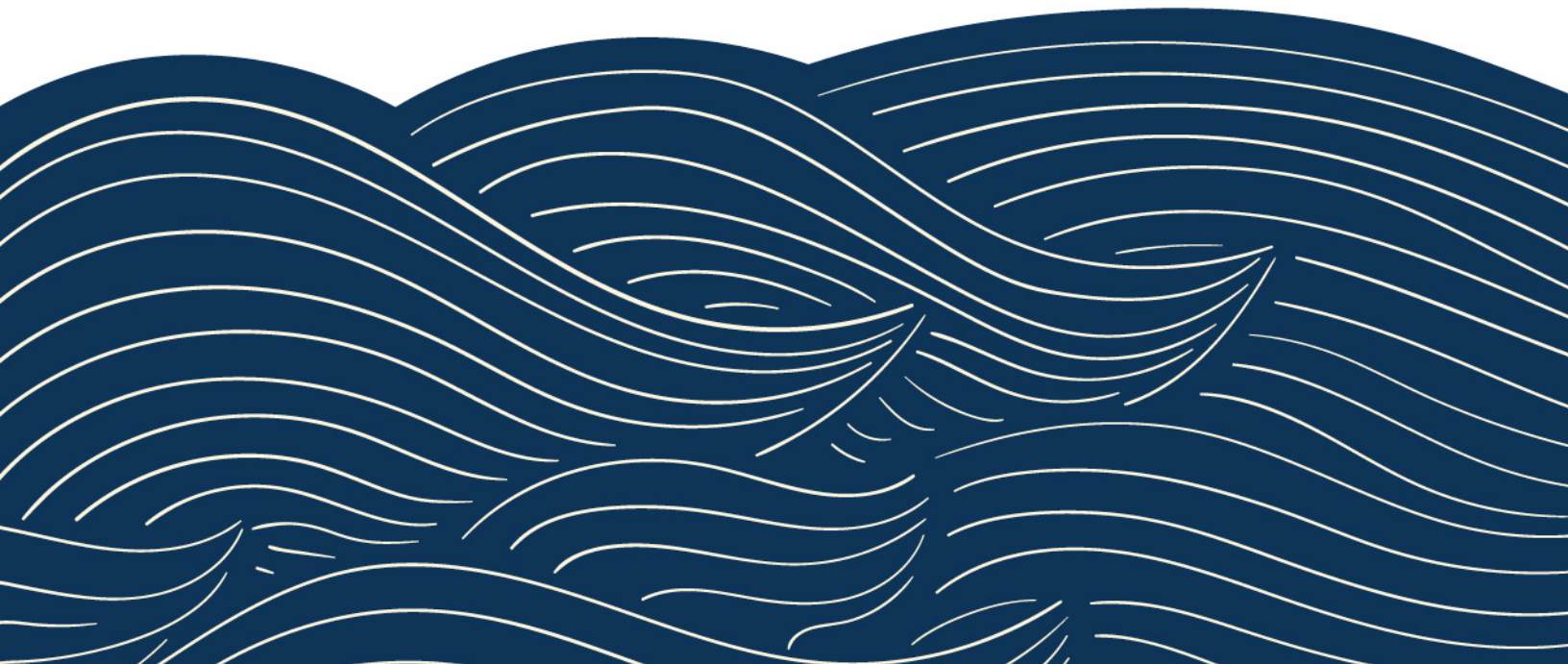
Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,938,000	5,019,000	5,143,000	5,248,000	5,361,000

Change in Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Water Supplies from the Delta Watershed		(419,000)	(417,000)	(301,000)	(310,000)	(312,000)	(314,000)	(314,000)

Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.1%	23.6%	22.9%	22.4%	22.0%
Change in Percent of Water Supplies from the Delta Watershed		-7.6%	-6.6%	-3.0%	-3.6%	-4.2%	-4.7%	-5.2%

C

2020 DWR Checklist



2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction	1.2 UWMP Organization
Chapter 1	10630.5	Each plan shall include a simple description of the supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a supplier may also choose to include a simple description at the beginning of each chapter.	Introduction	1.2 UWMP Organization
Section 2.2	10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	2.1 Plan Preparation
Section 2.6	10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	2.3 Coordination and Outreach
Section 2.6.2	10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	2.3 Coordination and Outreach
Section 2.6, Section 6.1	10631(h)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) - if any - with water use projections from that source.	Plan Preparation	2.3.1 Wholesale and Retail Coordination
Section 2.6	10631(h)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	Not Applicable	Not Applicable
Section 3.1	10631(a)	Describe the water supplier service area.	System Description	3.1 General Description
Section 3.3	10631(a)	Describe the climate of the service area of the supplier.	System Description	3.3 Service Area Climate
Section 3.4	10631(a)	Provide population projections for 2025, 2030, 2035, 2040 and optionally 2045.	System Description	3.4.1 Service Area Population
Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the supplier's water management planning.	System Description	3.4.2 Other Social, Economic, and Demographic Factors
Sections 3.4 and 5.4	10631(a)	Indicate the current population of the service area.	System Description	3.4.1 Service Area Population, Table 3-2
Section 3.5	10631(a)	Describe the land uses within the service area.	System Description	3.5 Land Uses within Service Area
Section 4.2	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	Water Use Characterization	4.2 Past, Current, and Projected Water Use by Sector
Section 4.2.4	10631(d)(3)(C)	Retail suppliers shall provide data to show the distribution loss standards were met.	Water Use Characterization	4.2.3 Distribution System Water Losses
Section 4.2.6	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans and other policies or laws.	Water Use Characterization	4.2.4.1 Codes and Other Considerations Used in Projections
Section 4.2.6	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	Water Use Characterization	4.2.4.1 Codes and Other Considerations Used in Projections
Section 4.3.2.4	10631(d)(3)(A)	Report the distribution system water loss for each of the 5 years preceding the plan update.	Water Use Characterization	4.2.3 Distribution System Water Losses
Section 4.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	Water Use Characterization	4.3 Water Use for Lower Income Households
Section 4.5	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	Water Use Characterization	4.4 Climate Change Considerations
Chapter 5	10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	SBx7-7 Baseline, Targets and 2020 Compliance	Chapter 5 SBx7-7 Baseline, Targets and 2020 Compliance

2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Chapter 5	10608.24(a)	Retail suppliers shall meet their water use target by December 31, 2020.	SBx7-7 Baseline, Targets and 2020 Compliance	5.2 SBx7-7 Forms, Tables, and 2020 Compliance
Section 5.2	10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	SBx7-7 Baseline, Targets and 2020 Compliance	5.2 SBx7-7 Forms, Tables, and 2020 Compliance
Section 5.5	10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	SBx7-7 Baseline, Targets and 2020 Compliance	Chapter 5 SBx7-7 Baseline, Targets and 2020 Compliance
Section 5.5 and Appendix E	10608.4	Retail suppliers shall report on their compliance in meeting their water use targets. The data shall be reported using a standardized form in the SBX7-7 2020 Compliance Form.	SBx7-7 Baseline, Targets and 2020 Compliance	5.2 SBx7-7 Forms, Tables, and 2020 Compliance
Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought.	Water Service Reliability and Drought Risk Assessment	Chapter 7 Water Service Reliability and Drought Risk Assessment
Sections 6.1	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, *including changes in supply due to climate change.*	Water Service Reliability and Drought Risk Assessment	Chapter 7 Water Service Reliability and Drought Risk Assessment
Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	Water Supply Characterization	6.2 UWMP Water Supply
Section 6.1.1	10631(b)(3)	Describe measures taken to acquire and develop planned sources of water.	Water Supply Characterization	6.2.8 Future Water Projects
Section 6.2.8	10631(b)	Identify and quantify the existing and planned sources of water available for 2020, 2025, 2030, 2035, 2040 and optionally 2045.	Water Supply Characterization	6.2.9 Summary of Existing and Planned Sources of Water
Section 6.2	10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	Water Supply Characterization	6.2.2 Groundwater
Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	Not Applicable	Not Applicable
Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	Not Applicable	Not Applicable
Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	Not Applicable	Not Applicable
Section 6.2.2.1	10631(b)(4)(B)	For unadjudicated basins, indicate whether or not the department has identified the basin as a high or medium priority. Describe efforts by the supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Not Applicable	Not Applicable
Section 6.2.2.4	10631(b)(4)(C)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	Not Applicable	Not Applicable
Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	Not Applicable	Not Applicable
Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long- term basis.	Water Supply Characterization	6.2.7 Water Exchanges and Transfers
Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	Water Supply Characterization	6.2.5 Wastewater and Recycled Water
Section 6.2.5	10633(c)	Describe the recycled water currently being used in the supplier's service area.	Water Supply Characterization	6.2.5.2 Recycled Water Coordination and System Description

2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	Water Supply Characterization	6.2.5.3 Potential, Current, and Projected Recycled Water Uses
Section 6.2.5	10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	Water Supply Characterization	Table 6-3 and Table 6-4
Section 6.2.5	10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	Water Supply Characterization	6.2.5.4 Actions to Exchange and Optimize Future Recycled Water Use; Table 6-3
Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	Water Supply Characterization	6.2.5.4 Actions to Exchange and Optimize Future Recycled Water Use
Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	Water Supply Characterization	6.2.6 Desalinated Water Opportunities
Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the supplier’s service area with quantified amount of collection and treatment and the disposal methods.	Water Supply Characterization	6.2.5 Wastewater and Recycled Water
Section 6.2.8, Section 6.3.7	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and for a period of drought lasting 5 consecutive water years.	Water Supply Characterization	6.2.8 Future Water Projects
Section 6.4 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a supplier can readily obtain.	Water Supply Characterization	6.3 Energy Intensity
Section 7.2	10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Service Reliability and Drought Risk Assessment	7.1.1.1 Constraints on Imported Supply
Section 7.2.4	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Service Reliability and Drought Risk Assessment	7.1.4 Descriptions of Management Tools and Options
Section 7.3	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Service Reliability and Drought Risk Assessment	7.1.3 Water Service Reliability
Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Service Reliability and Drought Risk Assessment	7.2 Drought Risk Assessment
Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts 5 consecutive years.	Water Service Reliability and Drought Risk Assessment	7.2.1 Data, Methods, and Basis for Water Shortage Condition
Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Service Reliability and Drought Risk Assessment	7.2.2 DRA Water Source Reliability

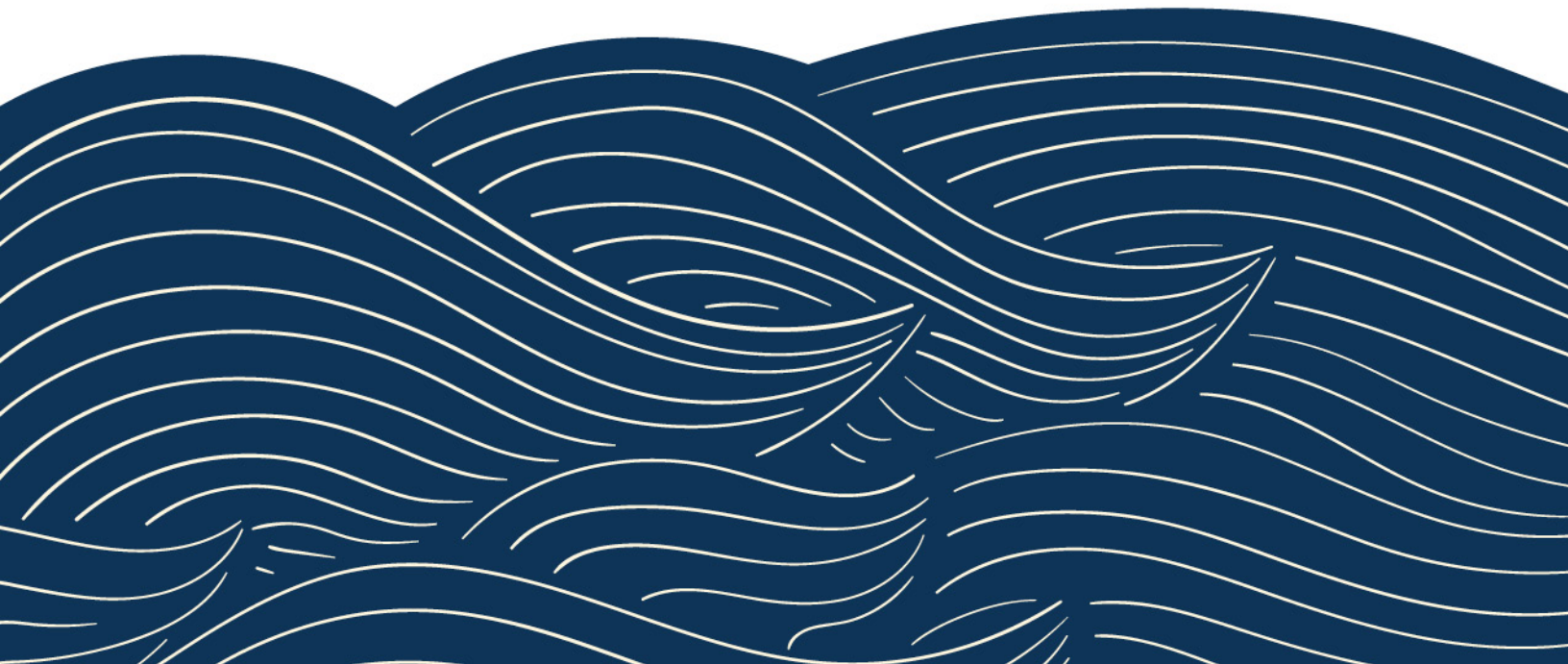
2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.	Water Service Reliability and Drought Risk Assessment	7.2.2 DRA Water Source Reliability; Table 7-6
Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water Service Reliability and Drought Risk Assessment	Chapter 7 Water Service Reliability and Drought Risk Assessment
Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Plan	Appendix A
Chapter 8	10632(a)(1)	Provide the analysis of water supply reliability (from Chapter 7 of Guidebook) in the WSCP	Water Shortage Contingency Plan	Appendix A, 1.1 Water Supply Reliability Analysis
Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the water shortage contingency plan to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Plan	Appendix A, 1.9 Monitoring and Reporting
Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the supplier will use each year to determine its water reliability.	Water Shortage Contingency Plan	Appendix A, 1.2 Annual Water Supply and Demand Assessment
Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Plan	Appendix A, 1.2.2 Annual Assessment Procedures
Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10, 20, 30, 40, 50 percent shortage and greater than 50 percent shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Plan	Appendix A, 1.3 Six Standard Water Shortage Levels
Section 8.3	10632(a)(3)(B)	Suppliers with an existing water shortage contingency plan that uses different water shortage levels must cross reference their categories with the six standard categories.	Not Applicable	Not Applicable
Section 8.4	10632(a)(4)(A)	Suppliers with water shortage contingency plans that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Plan	Appendix A, 1.4.2 Supply Augmentation
Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Plan	Appendix A, 1.4.1 Demand Reduction
Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Plan	Appendix A, 1.4.3 Operational Changes
Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Plan	Appendix A, 1.4.4 Additional Mandatory Restrictions
Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Plan	Appendix A, 1.4.7 Shortage Response Action Effectiveness
Section 8.4.6	10632.5	The plan shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	Appendix A, 1.4.5 Emergency Response Plan and 1.4.6 Seismic Risk Assessment and Mitigation Plan
Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Plan	Appendix A, 1.5 Communication Protocols
Section 8.5 and 8.6	10632(a)(5)(B) 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Plan	Appendix A, 1.5 Communication Protocols

2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Section 8.6	10632(a)(6)	Retail supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water Shortage Contingency Plan	Appendix A, 1.6 Compliance and Enforcement
Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the supplier to enforce shortage response actions.	Water Shortage Contingency Plan	Appendix A, 1.7 Legal Authorities
Section 8.7	10632(a)(7)(B)	Provide a statement that the supplier will declare a water shortage emergency Water Code Chapter 3.	Water Shortage Contingency Plan	Appendix A, 1.7 Legal Authorities
Section 8.7	10632(a)(7)(C)	Provide a statement that the supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Plan	Appendix A, 1.7 Legal Authorities
Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Plan	Appendix A, 1.8 Financial Consequences of WSCP
Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Plan	Appendix A, 1.8 Financial Consequences of WSCP
Section 8.8	10632(a)(8)(C)	Retail suppliers must describe the cost of compliance with Water Code Chapter 3.3: Excessive Residential Water Use During Drought	Water Shortage Contingency Plan	Appendix A, 1.8.1 Cost of Compliance
Section 8.9	10632(a)(9)	Retail suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Plan	Appendix A, 1.9 Monitoring and Reporting
Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Plan	Appendix A, 1.11 Special Water Feature Distinction
Sections 8.12 and 10.4	10635(c)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 30 days after the submission of the plan to DWR.	Water Shortage Contingency Plan	Appendix A, 1.12 Plan Adoption, Submittal, and Availability
Section 8.14	10632(c)	Make available the Water Shortage Contingency Plan to customers and any city or county where it provides water within 30 after adopted the plan.	Water Shortage Contingency Plan	Appendix A, 1.12 Plan Adoption, Submittal, and Availability
Sections 9.2 and 9.3	10631(e)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	9.3.1 Implementation Over the Past Five Years
Chapter 10	10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan Adoption, Submittal, and Implementation	10.2 Notice of Public Hearing
Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Reported in Table 10-1.	Plan Adoption, Submittal, and Implementation	10.2.1 Notice to Cities and Counties
Section 10.4	10621(f)	Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.	Plan Adoption, Submittal, and Implementation	10.4 Plan Submittal
Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the urban water supplier made the plan and contingency plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan and contingency plan.	Plan Adoption, Submittal, and Implementation	10.5 Public Availability
Section 10.2.2	10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	10.3 Public Hearing and Adoption
Section 10.3.2	10642	Provide supporting documentation that the plan and contingency plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Appendix K and Appendix A
Section 10.4	10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	10.4 Plan Submittal

2020 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2020 UWMP Location (Optional Column for Agency Review Use)
Section 10.4	10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	10.4 Plan Submittal
Sections 10.4.1 and 10.4.2	10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	10.4 Plan Submittal
Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	10.6 Amending an Adopted UWMP or WSCP
Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its water shortage contingency plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	10.6 Amending an Adopted UWMP or WSCP
Section 10.6	10621(c)	If supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Not Applicable	Not Applicable
Section 10.7.2	10644(b)	If revised, submit a copy of the water shortage contingency plan to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	10.6 Amending an Adopted UWMP or WSCP

D

DWR Required Tables



Submittal Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 *
Add additional rows as needed			
CA3710006	City of Escondido	27,170	20,627
	TOTAL	27,170	20,627
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*			
NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).			

Submittal Table 2-2: Plan Identification			
Select Only One	**Type of Plan**		**Name of RUWMP or Regional Alliance** *if applicable* (select from drop down list)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a RUWMP	
	☐	Water Supplier is also a member of a Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**		
NOTES: The City is only submitting an individual UWMP.			

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesaler
☑	Supplier is a retailer
Fiscal or Calendar Year (select one)	
☐	UWMP Tables are in calendar years
☑	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
7/1	
Units of measure used in UWMP * (select from drop down)	
Unit	AF
**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*	
NOTES: Water volume is represented in units of AFY and data is presented on fiscal year basis ending June 30th of the year indicated.	

Submittal Table 2-4 Retail: Water Supplier Information Exchange
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.
Wholesale Water Supplier Name
Add additional rows as needed
San Diego County Water Authority (SDCWA)
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected						
Population Served	2020	2025	2030	2035	2040	2045*(opt)*
	142,183	148,825	150,245	151,692	153,215	158,496
NOTES: The 2020 population is based on the DWR Population Tool. Projections are based on SANDAG's Series 14 annual growth rate for the City, adopted October 25, 2019.						

Submittal Table 4-1 Retail: Demands for Potable and Non-Potable[1] Water - Actual

Use Type		2020 Actual	
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume[2]
Add additional rows as needed			
Single Family		Drinking Water	7,419
Multi-Family		Drinking Water	3,619
Commercial		Drinking Water	1,619
Industrial		Drinking Water	49
Institutional/Governmental		Drinking Water	399
Landscape		Drinking Water	1,698
Agricultural irrigation		Drinking Water	3,057
Sales/Transfers/Exchanges to other Suppliers	Sales to Rincon	Drinking Water	368
Losses		Drinking Water	2,397
		TOTAL	20,627

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.*
[2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).

Submittal Table 4-2 Retail: Use for Potable and Non-Potable[1] Water - Projected

Use Type	Additional Description (as needed)	Projected Water Use[2] *Report To the Extent that Records are Available*				
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		2025	2030	2035	2040	2045 (opt)
Add additional rows as needed						
Single Family		9,470	9,560	9,652	9,749	10,085
Multi-Family		4,582	4,625	4,670	4,717	4,879
Commercial		2,136	2,156	2,177	2,199	2,275
Industrial		87	88	89	90	93
Institutional/Governmental		592	597	603	609	630
Landscape		2,110	2,130	2,151	2,172	2,247
Agricultural irrigation		4,160	4,200	4,240	4,283	4,430
Sales/Transfers/Exchanges to other Suppliers	Sales to Rincon	454	458	463	467	483
Losses		2,249	2,271	2,293	2,316	2,396
TOTAL		25,839	26,086	26,337	26,602	27,518

[1] *Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4.* [2] *Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated.

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)						
	2020	2025	2030	2035	2040	2045 (opt)
Potable Water, Raw, Other Non-potable *From Tables 4-1R and 4-2 R*	20,627	25,839	26,086	26,337	26,602	27,518
Recycled Water Demand[1] *From Table 6-4*	464	3,935	4,105	7,585	7,665	7,745
Optional Deduction of Recycled Water Put Into Long-Term Storage[2]						
TOTAL WATER USE	21,091	29,774	30,191	33,922	34,267	35,263

[1] Recycled water demand fields will be blank until Table 6-4 is complete *[2]*
*Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier **may** deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.*

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss [1,2]
01/2016	653
01/2017	835
01/2018	1,343
01/2019	1,952
01/2020	Not yet available
[1] Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet. [2] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*	
NOTES:	

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) *Drop down list (y/n)*	No
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	
Are Lower Income Residential Demands Included In Projections? *Drop down list (y/n)*	Yes
NOTES:	

Submittal Table 5-1 Baselines and Targets Summary
From SB X7-7 Verification Form
Retail Supplier or Regional Alliance Only

Baseline Period	Start Year *	End Year *	Average Baseline GPCD*	Confirmed 2020 Target*
10-15 year	*1999*	*2008*	*227*	*182*
5 Year	*2003*	*2007*	*228*	

**All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)*

NOTES:

Submittal Table 5-2: 2020 Compliance **From** **SB X7-7 2020 Compliance Form** *Retail Supplier or Regional Alliance Only*				
2020 GPCD				
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* *(Adjusted if applicable)*	2020 Confirmed Target GPCD*	Did Supplier Achieve Targeted Reduction for 2020? Y/N
131	*0*	*131*	*182*	*Yes*
**All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)*				
NOTES:				

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020							
☐	There is no wastewater collection system. The supplier will not complete the table below.						
	Percentage of 2020 service area covered by wastewater collection system *(optional)*						
	Percentage of 2020 service area population covered by wastewater collection system *(optional)*						
Wastewater Collection			**Recipient of Collected Wastewater**				
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? *Drop Down List*	Volume of Wastewater Collected from UWMP Service Area 2020 *	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? *Drop Down List*	Is WWTP Operation Contracted to a Third Party? *(optional)* *Drop Down List*	
City of Escondido	Metered	15,580	City of Escondido	HARRF	Yes	No	
Total Wastewater Collected from Service Area in 2020:		15,580					

**** Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3* **.**

NOTES: HARRF= Hale Avenue Resource Recovery Facility
Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).

Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020

☐ **No wastewater is treated or disposed of within the UWMP service area.** The supplier will not complete the table below.

Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number *(optional)* [2]	Method of Disposal ***Drop down list***	Does This Plant Treat Wastewater Generated Outside the Service Area? ***Drop down list***	Treatment Level ***Drop down list***	2020 volumes [1]				
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
HARRF	Escondido	The land	it R9-2018-0002	Ocean outfall	Yes	Tertiary	15,580	12,730		0	0
HARRF	Recycled	Recycled	R9-2010-0032	Other	Yes	Tertiary		0	464	0	0
HARRF	Escondido	Escondido	15-0026, CA010	River or creek	Yes	Tertiary	0	0	0	0	0
						Total	15,580	12,730	464	0	0

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.
[2] If the **Wastewater Discharge ID Number** is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility

NOTES: HARRF= Hale Avenue Resource Recovery Facility
Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).
1 The City discharges secondary and tertiary effluent via the Escondido Outfall per its NPDES permit.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area

☐ Recycled water is not used and is not planned for use within the service area of the supplier.
The supplier will not complete the table below.

Name of Supplier Producing (Treating) the Recycled Water:	City of Escondido
Name of Supplier Operating the Recycled Water Distribution System:	City of Escondido
Supplemental Water Added in 2020 (volume) *Include units*	0 AFY
Source of 2020 Supplemental Water	None

Beneficial Use Type *Insert additional rows if needed.*	**Potential** Beneficial Uses of Recycled Water (Describe)	Amount of **Potential** Uses of Recycled Water (Quantity) *Include volume units* [1]	General Description of 2020 Uses	Level of Treatment *Drop down list*	2020 [1]	2025 [1]	2030 [1]	2035 [1]	2040 [1]	2045 [1] (opt)
Agricultural irrigation					309	380	460	540	620	700
Landscape irrigation (exc golf courses)	Commercial and residential landscape irrigation	310-700 AFY1	Commercial and residential irrigation	Tertiary	155	155	245	245	245	245
Golf course irrigation	Golf course irrigation only	155-510 AFY2	Golf course irrigation only	Tertiary						
Commercial use										
Industrial use										
Geothermal and other energy production										
Seawater intrusion barrier										
Recreational impoundment										
Wetlands or wildlife habitat										
Groundwater recharge (IPR)										
Reservoir water augmentation (IPR)										
Direct potable reuse										
Other (Description Required)	Agricultural Irrigation for avocados and other crops	0-6,800 AFY3	No recycled water is currently use for this use.	Advanced	0	3,400	3,400	6,800	6,800	6,800
				Total:	464	3,935	4,105	7,585	7,665	7,745
				2020 Internal Reuse						

[1] ***Units of measure (AF, CCF, MG)*** *must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated.
1 The projected landscape irrigation demand was estimated by assuming that three new recycled water users will be added every year. Based on 2019 and 2020 data, the average use per user is about 5 AFY.
2 The golf course irrigation demand was estimated by assuming one new user would be added within the timeline of this report. Based on 2019 and 2020 data, the average use per site 90 AFY.
3 The City is implementing the MFRO facility, which is anticipated to be completed within the next five years and will produce advanced treated water to blend with recycled water from the HARRF for agricultural use.

☐	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.

Beneficial Use Type	2015 Projection for 2020 [1]	2020 Actual Use[1]
Insert additional rows as needed.		
Agricultural irrigation	750	0
Landscape irrigation (exc golf courses)	1,500	309
Golf course irrigation	0	155
Commercial use		
Industrial use	750	0
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description Required)		
Total	3,000	464

[1] **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.

NOTE: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated.

Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
☐	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
6.2.5.4	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use *
Add additional rows as needed			
Financial incentives	Cost sharing	Ongoing	2200
Retrofits	Assist with onsite retrofits	Ongoing	550
Technical Assistance	Provide ongoing technical assistance to recycled water customers at no charge	Ongoing	550
Recycled Water Supply Reliability	Ensure recycled water supply reliability even during shortages and planned outages (excluding disaster conditions)	Ongoing	550
Public Education	Continue proactive public education campaign regarding safety and reliability of recycled water	Ongoing	550
		Total	4,400
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*			
NOTES: Water volume is represented in units of AFY.			

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs						
☐	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
☐	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
6.2.8	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type *Drop Down List*	Expected Increase in Water Supply to Supplier* *This may be a range*
	Drop Down List (y/n)	*If Yes, Supplier Name*				
Add additional rows as needed						
MFRO Facility	No		Water treated at the MFRO facility will be blended with the existing disinfected tertiary treated water produced at the HARRF to serve agricultural customers in the northern and eastern areas of Escondido.	2024	All Year Types	3400-6800 AFY
Advanced Water Treatment (AWT) for Potable Reuse	No		The City is studying the requirements of developing local potable reuse water supplies, which could be implemented no sooner than 2035 under the Potable Reuse Program. The City will compare direct versus indirect potable reuse options.	2035	All Year Types	4000-5000 AFY
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*						
NOTES:						

Submittal Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2020		
Drop down list May use each category multiple times.These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Purchased or Imported Water	SDCWA	7,137	Drinking Water	
Purchased or Imported Water	SLRIWA	9,532	Drinking Water	
Surface water (not desalinated)	Henshaw and Wohlford Reservoirs	3,958	Drinking Water	
Recycled Water	City Recycled Water Users	464	Recycled Water	
	Total	21,091		0
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*				

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated (6-30-2020).

Submittal Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	Projected Water Supply * Report To the Extent Practicable									
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		2025		2030		2035		2040		2045 (opt)	
		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Purchased or Imported Water	SDCWA1	12,939	None	13,186	None	9,437	None	8,702	None	9,618	None
Purchased or Imported Water	SLRIWA2	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900	7,900
Surface water (not desalinated)	Henshaw and Wohlford Reservoirs3	5,000	None	5,000	None	5,000	None	5,000	None	5,000	None
Recycled Water	MFRO for agricultural users4	3,400	None	3,400	None	6,800	None	6,800	None	6,800	None
Recycled Water	HARRF Recycled Water5	3,650	None	4,400	None	4,400	None	4,400	None	4,400	None
Other	AWT6	-	None	-	None	4,000	None	5,000	None	5,000	None
	Total	32,889	7,900	33,886	7,900	37,537	7,900	37,802	7,900	38,718	7,900
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*											

NOTES: Water volume is represented in units of AFY and data is presented for fiscal year ending June 30th of the year indicated.
1 Imported water will be used to fill the gaps and will be based on the availability of local supplies. There is no total right or safe yield. The City can purchase more water at an additional charge.
2 Through the San Luis Rey Indian Water Transfer, which is further discussed in Chapter 6.2.1.3, the City is entitled to receive up to 7,900 AF per calendar year of conserved water from projects like the AAC and CC

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 *(Opt)*
Supply totals (*autofill from Table 6-9)*	32,889	33,886	37,537	37,802	38,718
Demand totals *(autofill from Table 4-3)*	29,774	30,191	33,922	34,267	35,263
Difference	3,115	3,695	3,615	3,535	3,455
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals*	34,907	35,843	39,456	39,693	40,618
Demand totals*	31,792	32,148	35,841	36,078	37,163
Difference	3,115	3,695	3,615	3,615	3,455
***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*					
NOTES: Refer to Table 7-4 of the 2020 UWMP for a detail breakdown of the supplies.					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	34,958	36,177	39,889	40,332	41,265
	Demand totals	31,843	32,482	36,274	36,797	37,810
	Difference	3,115	3,695	3,615	3,535	3,455
Second year	Supply totals	34,958	36,177	39,889	40,332	41,265
	Demand totals	31,843	32,482	36,274	36,797	37,810
	Difference	3,115	3,695	3,615	3,535	3,455
Third year	Supply totals	34,958	36,177	39,889	40,332	41,265
	Demand totals	31,843	32,482	36,274	36,797	37,810
	Difference	3,115	3,695	3,615	3,535	3,455
Fourth year	Supply totals	34,958	36,177	39,889	40,332	41,265
	Demand totals	31,843	32,482	36,274	36,797	37,810
	Difference	3,115	3,695	3,615	3,535	3,455
Fifth year	Supply totals	34,958	36,177	39,889	40,332	41,265
	Demand totals	31,843	32,482	36,274	36,797	37,810
	Difference	3,115	3,695	3,615	3,535	3,455
Sixth year *(optional)*	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0

***Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Table 2-3.*

NOTES:

Submittal Table 7-5: Five-Year Drought Risk Assessment Tables to address Water Code Section 10635(b)

2021	Total
Total Water Use	22,778
Total Supplies	22,778
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

2022	Total
Total Water Use	23,622
Total Supplies	23,622
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

2023	Total
Total Water Use	24,466
Total Supplies	24,466
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

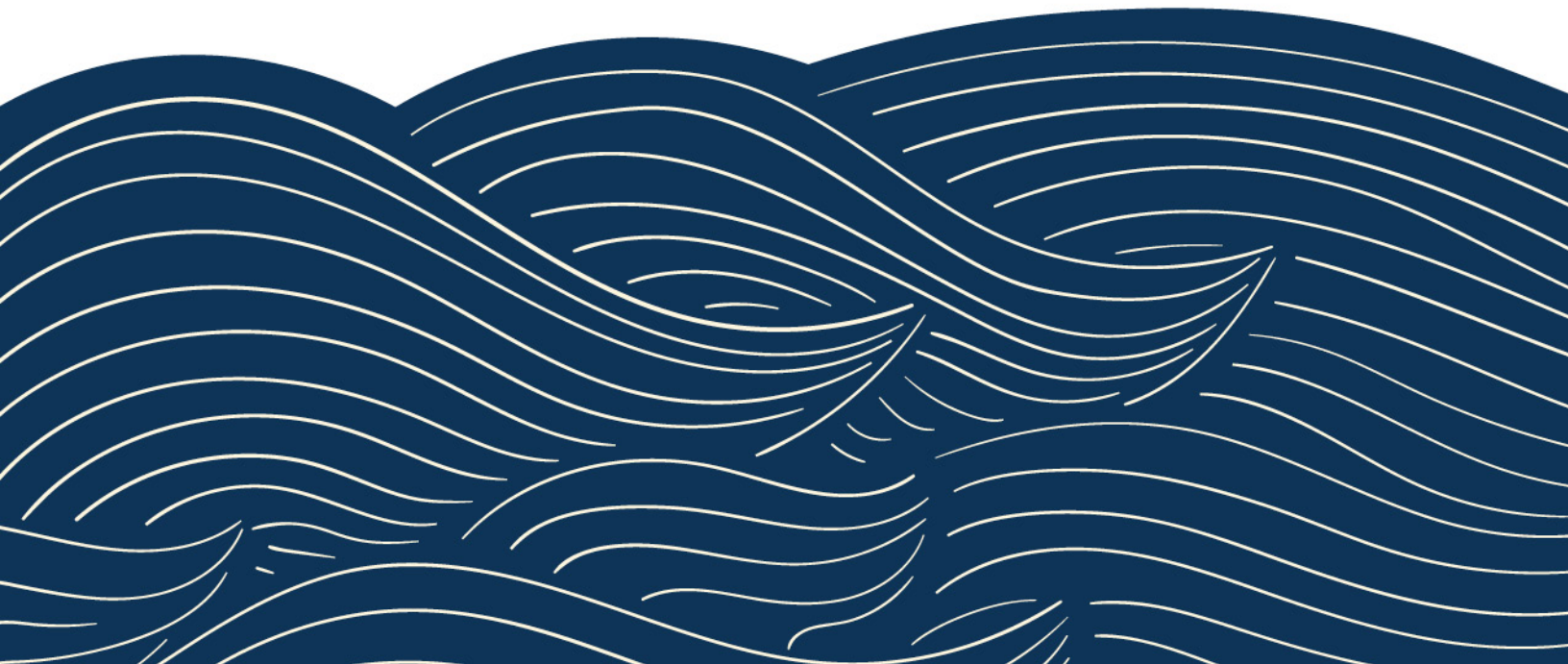
2024	Total
Total Water Use	25,309
Total Supplies	25,309
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

2025	Total
Total Water Use	26,364
Total Supplies	26,364
Surplus/Shortfall w/o WSCP Action	0
Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit	
WSCP - use reduction savings benefit	
Revised Surplus/(shortfall)	0
Resulting % Use Reduction from WSCP action	0%

Submittal Table 10-1 Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
San Diego County Water Authority	Yes	Yes
Valley Center Municipal Water	Yes	Yes
Rincon Municipal Water District	Yes	Yes
Vallecitos Water District	Yes	Yes
Vista Irrigation Distr	Yes	Yes
County Name *Drop Down List*	60 Day Notice	Notice of Public Hearing
Add additional rows as needed		
County of San Diego	Yes	Yes
NOTES:		

E

60 Day Notification Notices



ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Sarah Aghassi, General Manager
County of San Diego
5510 Overland Avenue
Suite 310
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Clint Baze, General Manager
Rincon del Diablo Municipal Water District
1920 North Iris Lane
Escondido, CA 92028

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Alexi Schnell, Water Resources Specialist
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Glenn Pruim, General Manager
Vallecitos Water District
201 Vallecitos De Oro
San Marcos, CA 92069

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Gary Arant, General Manager
Valley Center Municipal Water District
29300 Valley Center Road
P.O. Box 67
Valley Center, CA 92082

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Brett Hodgkiss, General Manager
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

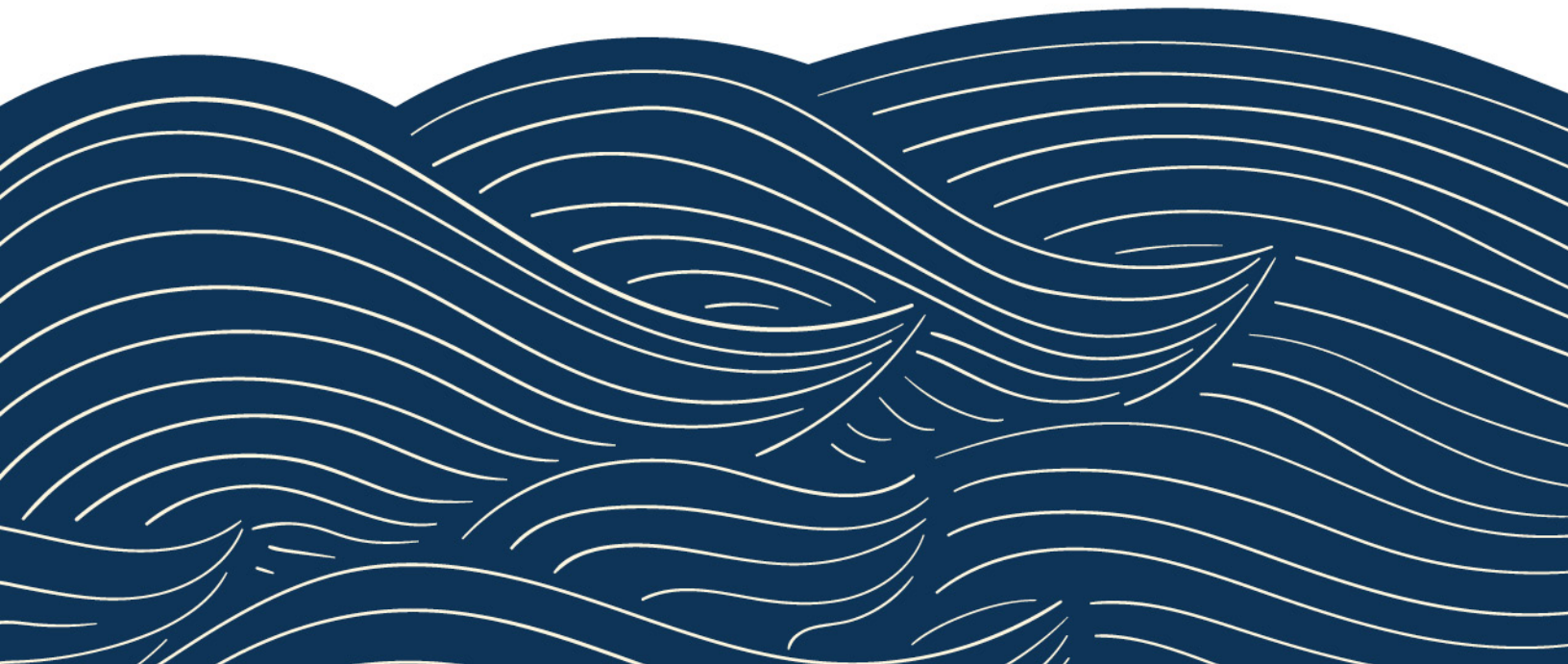
If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

F

DWR Population Tool Outputs



WUEdata - Escondido City Of

Sign Out

Please print this page to a PDF and include as part of your UWMP submittal.

Confirmation Information

Generated By	Water Supplier Name	Confirmation #	Generated On
Antonia	Escondido City Of	7133908927	5/27/2021 3:10:32 AM

Boundary Information

Census Year	Boundary Filename	Internal Boundary ID
1990	EscondidoWaterDistrict.kml	765
2000	EscondidoWaterDistrict.kml	765
2010	EscondidoWaterDistrict.kml	765
1990	EscondidoWaterDistrict.kml	765
2000	EscondidoWaterDistrict.kml	765
2010	EscondidoWaterDistrict.kml	765
1990	EscondidoWaterDistrict.kml	765
2000	EscondidoWaterDistrict.kml	765
2010	EscondidoWaterDistrict.kml	765

Baseline Period Ranges

10 to 15-year baseline period

Number of years in baseline period: 10

Year beginning baseline period range: 1999

Year ending baseline period range[1]: 2008

5-year baseline period

Year beginning baseline period range: 2003

Year ending baseline period range[2]: 2007

[1] The ending year must be between December 31, 2004 and December 31, 2010.

[2] The ending year must be between December 31, 2007 and December 31, 2010.

Persons-Per-SF Connection and Persons-Per-MF/GQ Connection

	Census Block Group Level	Census Block Level						
Year	% Population in SF Housing	Service Area Population	Population in SF Housing (calculated)	Population in MF/GQ Housing (calculated)	# SF Connections	# MF/GQ Connections	Persons per SF Connection	Persons per MF/GQ Connection
1990	59.55%	99,434	59,210	40,224			3.09	30.70
1991	-	-	-	-	-	-	3.11	31.16
1992	-	-	-	-	-	-	3.13	31.61
1993	-	-	-	-	-	-	3.15	32.07
1994	-	-	-	-	-	-	3.17	32.53
1995	-	-	-	-	-	-	3.19	32.98
1996	-	-	-	-	-	-	3.21	33.44
1997	-	-	-	-	-	-	3.23	33.89
1998	-	-	-	-	-	-	3.25	34.35
1999	-	-	-	-	-	-	3.27	34.81
2000	56.30%	117,654	66,243	51,411	20099	1458	3.30	35.26
2001	-	-	-	-	-	-	3.32	35.72
2002	-	-	-	-	-	-	3.34	36.17
2003	-	-	-	-	-	-	3.36	36.63
2004	-	-	-	-	-	-	3.38	37.08
2005	-	-	-	-	-	-	3.40	37.54
2006	-	-	-	-	-	-	3.43	38.00
2007	-	-	-	-	-	-	3.45	38.45
2008	-	-	-	-	-	-	3.47	38.91
2009	-	-	-	-	-	-	3.49	39.36
2010	60.38%	129,350	78,102	51,248	22279	1287	3.51	39.82
2011	-	-	-	-	-	-	3.30	35.26
2012	-	-	-	-	-	-	3.30	35.26
2013	-	-	-	-	-	-	3.30	35.26
2014	-	-	-	-	-	-	3.30	35.26
2015	-	-	-	-	-	-	3.30	35.26
2020	-	-	-	-	-	-	3.71 *	44.38 *

Population Using Persons-Per-SF Connection and Persons-Per-MF/GQ Connection

Year		# SF Connections	# MF/GQ Connections	Persons per SF Connection	Persons per MF/GQ Connection	SF Population	MF/GQ Population	Total Population
10 to 15 Year Baseline Population Calculations								
Year 1	1999			3.27	34.81			
Year 2	2000	20099	1458	3.30	35.26	**66,243**	**51,411**	**117,654**
Year 3	2001			3.32	35.72			
Year 4	2002			3.34	36.17			
Year 5	2003			3.36	36.63			
Year 6	2004			3.38	37.08			
Year 7	2005			3.40	37.54			
Year 8	2006			3.43	38.00			
Year 9	2007			3.45	38.45			
Year 10	2008			3.47	38.91			
5 Year Baseline Population Calculations								
Year 1	2003			3.36	36.63			
Year 2	2004			3.38	37.08			
Year 3	2005			3.40	37.54			
Year 4	2006			3.43	38.00			
Year 5	2007			3.45	38.45			
2020 Compliance Year Population Calculations								
2020				3.71 *	44.38 *			

Hide Print Confirmation

Connections

	2000	2010	2020
SFM	20,099	22,279	22,558
MRF	1,458	1,287	1,318
Total	21,557	23,566	23,876

Person-per-connection

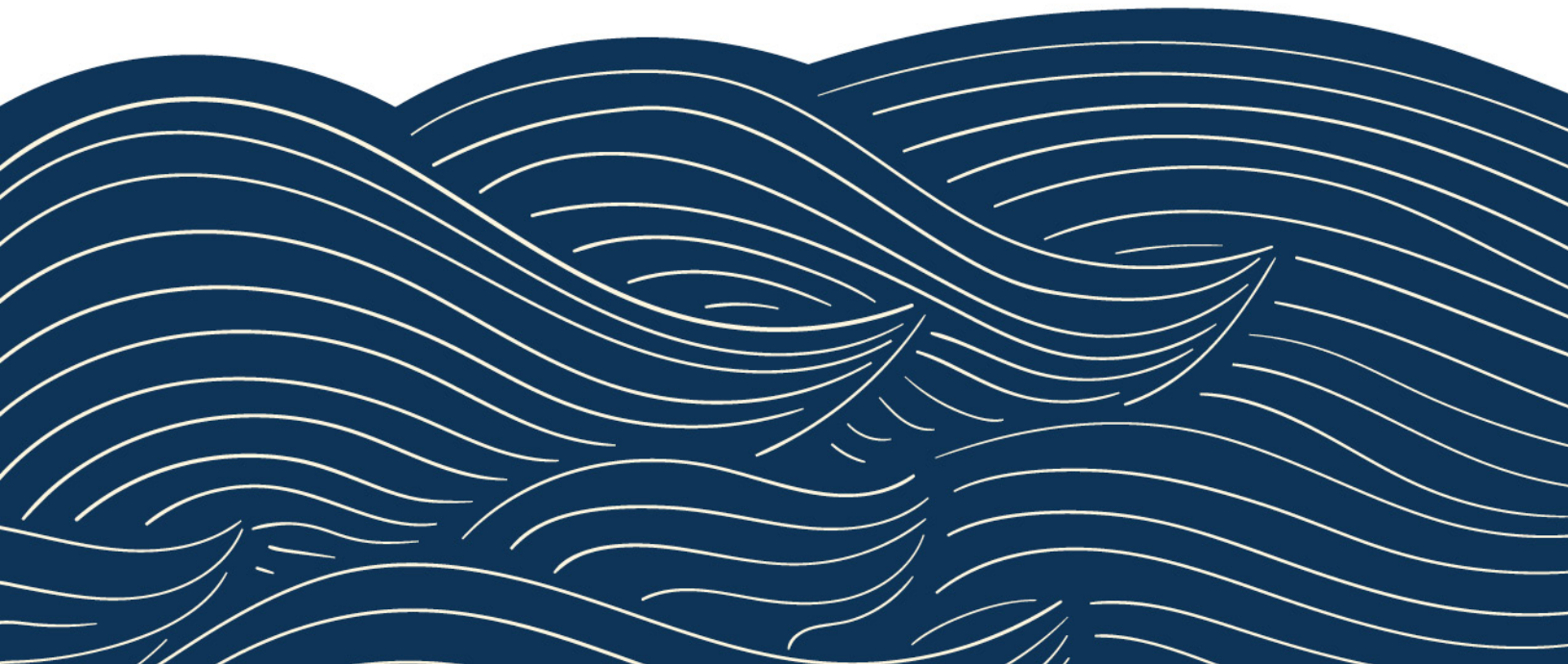
SFM		3.51	3.71
MRF		39.82	44.38

Population

SFR+MFR		129,448	142,183

G

AWWA Audits



AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Escondido
Reporting Year: 2016 (1/2016 - 12/2016)

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	7	6,310.756	MG/Yr	3			MG/Yr
Water imported:	n/a	0.000	MG/Yr				MG/Yr
Water exported:	3	346.306	MG/Yr	4	0.00%		MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 5,964.451 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

			Pcnt:	Value:	
Billed metered:	9	5,717.382	MG/Yr			
Billed unmetered:	n/a	0.000	MG/Yr			
Unbilled metered:	n/a	0.000	MG/Yr			
Unbilled unmetered:	7	34.304	MG/Yr		34.304	MG/Yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: 5,751.686 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) 212.765 MG/Yr

Apparent Losses

			Pcnt:	Value:	
Unauthorized consumption:		14.911	MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	5	57.751	MG/Yr	1.00%	MG/Yr
Systematic data handling errors:		14.293	MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 86.956 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: 125.809 MG/Yr

WATER LOSSES: 212.765 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 247.069 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	8	420.0	miles
Number of active AND inactive service connections:	8	26,587	
Service connection density:		63	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	7	96.1	psi

COST DATA

Total annual cost of operating water system:	10	$55,286,252	$/Year	
Customer retail unit cost (applied to Apparent Losses):	7	$6.16	$/1000 gallons (US)	
Variable production cost (applied to Real Losses):	5	$3,959.73	$/Million gallons	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 69 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Customer metering inaccuracies
3: Variable production cost (applied to Real Losses)

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Escondido
Reporting Year: 2017 1/2017 - 12/2017

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

						Pcnt:	Value:	
Volume from own sources:	7	6,617.056	MG/Yr	3			MG/Yr
Water imported:	n/a	0.000	MG/Yr				MG/Yr
Water exported:	3	360.651	MG/Yr	3			MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: **6,256.405** MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	9	5,948.736	MG/Yr			
Billed unmetered:	n/a	0.000	MG/Yr			
Unbilled metered:	n/a	0.000	MG/Yr			
Unbilled unmetered:	7	35.692	MG/Yr		35.692	MG/Yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: **5,984.428** MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) **271.977** MG/Yr

Apparent Losses

				Pcnt:	Value:	
Unauthorized consumption:		15.641	MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	5	60.088	MG/Yr	1.00%		MG/Yr
Systematic data handling errors:		14.872	MG/Yr	0.25%		MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: **90.601** MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: **181.376** MG/Yr

WATER LOSSES: **271.977** MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: **307.669** MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	8	436.0	miles
Number of active AND inactive service connections:	8	26,656	
Service connection density:		61	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure:	7	96.1	psi

COST DATA

Total annual cost of operating water system:	10	$58,960,534	$/Year	
Customer retail unit cost (applied to Apparent Losses):	9	$6.18	$/1000 gallons (US)	
Variable production cost (applied to Real Losses):	5	$3,524.99	$/Million gallons	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 71 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Customer metering inaccuracies
3: Variable production cost (applied to Real Losses)

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Escondido
Reporting Year: 2018 | 1/2018 - 12/2018

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	7	6,926.973	MG/Yr	3			MG/Yr
Water imported:	n/a	0.000	MG/Yr				MG/Yr
Water exported:	3	271.075	MG/Yr	3	-0.50%		MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 6,654.536 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	9	6,179.966	MG/Yr			
Billed unmetered:	n/a	0.000	MG/Yr			
Unbilled metered:	n/a	0.000	MG/Yr			
Unbilled unmetered:	7	37.080	MG/Yr		37.080	MG/Yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: ? 6,217.046 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) 437.490 MG/Yr

Apparent Losses

			Pcnt:	Value:	
Unauthorized consumption:		16.636 MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	5	62.424	MG/Yr	1.00%	MG/Yr
Systematic data handling errors:		15.450	MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: ? 94.510 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: ? 342.980 MG/Yr

WATER LOSSES: 437.490 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: ? 474.570 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	8	436.0	miles
Number of active AND inactive service connections:	8	26,888	
Service connection density:	?	62	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 7 96.1 psi

COST DATA

Total annual cost of operating water system:	10	62,762,952.85	$/Year
Customer retail unit cost (applied to Apparent Losses):	9	$6.63	$/1000 gallons (US)
Variable production cost (applied to Real Losses):	5	$4,376.20	$/Million gallons

☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 71 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Customer metering inaccuracies
3: Variable production cost (applied to Real Losses)

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0

? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Escondido
Reporting Year: 2019 1/2019 - 12/2019

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

Master Meter and Supply Error Adjustments

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

					Pcnt:	Value:	
Volume from own sources:	7	6,461.580	MG/Yr	3		0.000	MG/Yr
Water imported:	n/a	0.000	MG/Yr				MG/Yr
Water exported:	3	239.305	MG/Yr	3	-0.50%		MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 6,221.073 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:	
Billed metered:	9	5,551.849	MG/Yr			
Billed unmetered:	n/a	0.000	MG/Yr			
Unbilled metered:	n/a	0.000	MG/Yr			
Unbilled unmetered:	7	33.311	MG/Yr		33.311	MG/Yr

Use buttons to select percentage of water supplied **OR** value

AUTHORIZED CONSUMPTION: 5,585.160 MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) 635.913 MG/Yr

Apparent Losses

			Pcnt:	Value:	
Unauthorized consumption:		15.553	MG/Yr	0.25%		MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	5	56.079	MG/Yr	1.00%	MG/Yr
Systematic data handling errors:		13.880	MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 85.512 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: 550.401 MG/Yr

WATER LOSSES: 635.913 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 669.224 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	8	436	miles
Number of active AND inactive service connections:	8	27,023	
Service connection density:		62	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 7 96.1 psi

COST DATA

Total annual cost of operating water system:	10	58,854,089.00	$/Year
Customer retail unit cost (applied to Apparent Losses):	9	$6.49	$/1000 gallons (US)
Variable production cost (applied to Real Losses):	5	$3,859.62	$/Million gallons

☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 71 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

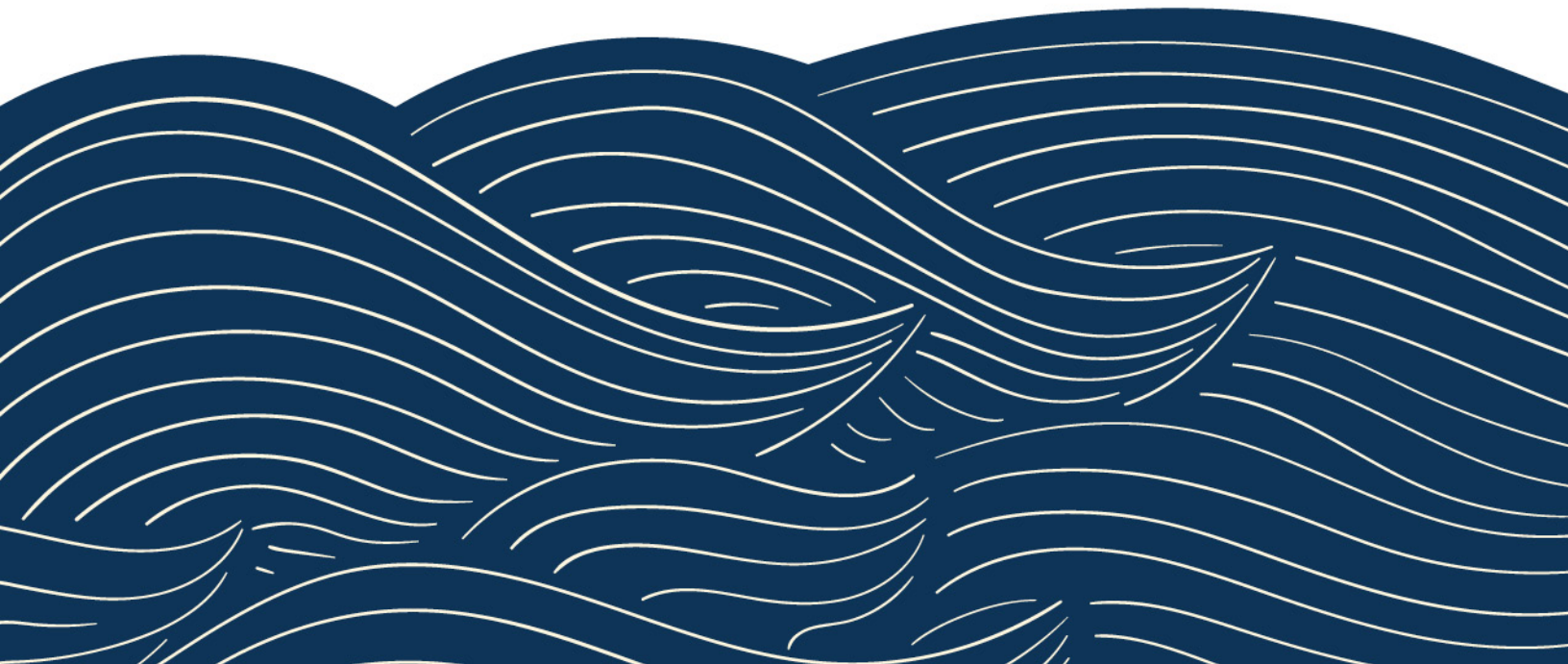
PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Customer metering inaccuracies
3: Variable production cost (applied to Real Losses)

H

SB X7-7 Verification and Compliance Forms



SB X7-7 Table 0: Units of Measure Used in UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent with Submittal Table 2-3*
NOTES:

SB X7-7 Table-1: Baseline Period Ranges			
Baseline	**Parameter**	**Value**	**Units**
10- to 15-year baseline period	2008 total water deliveries	32,856	Acre Feet
	2008 total volume of delivered recycled water	3,517	Acre Feet
	2008 recycled water as a percent of total deliveries	11%	**See Note 1**
	Number of years in baseline period[1, 2]	10	Years
	Year beginning baseline period range	1999	
	Year ending baseline period range[3]	2008	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2003	
	Year ending baseline period range[4]	2007	

[1] *If the 2008 recycled water delivery is less than 10 percent of total water deliveries, then the 10-15year baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater of total deliveries, the 10-15 year baseline period is a continuous 10- to 15-year period.*

[2] *The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.*

[3] *The ending year for the 10-15 year baseline period must be between December 31, 2004 and December 31, 2010.*

[4] *The ending year for the 5 year baseline period must be between December 31, 2007 and December 31, 2010.*

NOTES:

SB X7-7 Table 2: Method for Population Estimates	
Method Used to Determine Population (may check more than one)	
☐	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☑	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: Service Area Population		
Year		Population
10 to 15 Year Baseline Population		
Year 1	1999	117,087
Year 2	1998	117,654
Year 3	1999	120,432
Year 4	2000	121,433
Year 5	2001	123,025
Year 6	2002	125,135
Year 7	2003	125,647
Year 8	2004	126,451
Year 9	2005	128,203
Year 10	2006	128,768
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
5 Year Baseline Population		
Year 1	2003	123,025
Year 2	2004	125,135
Year 3	2005	125,647
Year 4	2006	126,451
Year 5	2007	128,203
NOTES:		

SB X7-7 Table 4: Annual Gross Water Use *

Baseline Year *Fm SB X7-7 Table 3*		Volume Into Distribution System *This column will remain blank until SB X7-7 Table 4-A is completed.*	Deductions					Acre Feet
			Exported Water	Change in Dist. System Storage (+/-)	Indirect Recycled Water *This column will remain blank until SB X7-7 Table 4-B is completed.*	Water Delivered for Agricultural Use	Process Water *This column will remain blank until SB X7-7 Table 4-D is completed.*	Annual Gross Water Use
10 to 15 Year Baseline - Gross Water Use								
Year 1	1999	28,752			-		-	28,752
Year 2	1998	31,489			-		-	31,489
Year 3	1999	30,417			-		-	30,417
Year 4	2000	33,304			-		-	33,304
Year 5	2001	31,387			-		-	31,387
Year 6	2002	35,171			-		-	35,171
Year 7	2003	29,503			-		-	29,503
Year 8	2004	31,495			-		-	31,495
Year 9	2005	32,578			-		-	32,578
Year 10	2006	29,339			-		-	29,339
Year 11	0	-			-		-	-
Year 12	0	-			-		-	-
Year 13	0	-			-		-	-
Year 14	0	-			-		-	-
Year 15	0	-			-		-	-
10 - 15 year baseline average gross water use								**31,344**
5 Year Baseline - Gross Water Use								
Year 1	2003	31,387			-		-	31,387
Year 2	2004	35,171			-		-	35,171
Year 3	2005	29,503			-		-	29,503
Year 4	2006	31,495			-		-	31,495
Year 5	2007	32,578			-		-	32,578
5 year baseline average gross water use								**32,027**

* **Units of measure** (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)
Complete one table for each source.

Name of Source	Local Surface Water
This water source is:	
☑	The supplier's own water source
☐	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System[1]	Meter Error Adjustment[2] *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1999	5,750		5,750
Year 2	1998	6,298		6,298
Year 3	1999	6,083		6,083
Year 4	2000	6,661		6,661
Year 5	2001	6,277		6,277
Year 6	2002	7,034		7,034
Year 7	2003	5,901		5,901
Year 8	2004	6,299		6,299
Year 9	2005	6,516		6,516
Year 10	2006	5,868		5,868
Year 11	0			-
Year 12	0			-
Year 13	0			-
Year 14	0			-
Year 15	0			-
5 Year Baseline - Water into Distribution System				
Year 1	2003	6,277		6,277
Year 2	2004	7,034		7,034
Year 3	2005	5,901		5,901
Year 4	2006	6,299		6,299
Year 5	2007	6,516		6,516

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)
Complete one table for each source.

Name of Source	SDCWA
This water source is:	

☐	The supplier's own water source
☑	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1999	23002		23,002
Year 2	1998	25191		25,191
Year 3	1999	24334		24,334
Year 4	2000	26643		26,643
Year 5	2001	25110		25,110
Year 6	2002	28137		28,137
Year 7	2003	23602		23,602
Year 8	2004	25196		25,196
Year 9	2005	26062		26,062
Year 10	2006	23471		23,471
Year 11	0			0
Year 12	0			0
Year 13	0			0
Year 14	0			0
Year 15	0			0
5 Year Baseline - Water into Distribution System				
Year 1	2003	25110		25,110
Year 2	2004	28137		28,137
Year 3	2005	23602		23,602
Year 4	2006	25196		25,196
Year 5	2007	26062		26,062

[1] ***Units of measure*** *(AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in Table 2-3.*

[2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: Baseline Gallons Per Capita Per Day (GPCD)				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Annual Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use (GPCD)
10 to 15 Year Baseline GPCD				
Year 1	1999	117,087	28,752	219
Year 2	1998	117,654	31,489	239
Year 3	1999	120,432	30,417	225
Year 4	2000	121,433	33,304	245
Year 5	2001	123,025	31,387	228
Year 6	2002	125,135	35,171	251
Year 7	2003	125,647	29,503	210
Year 8	2004	126,451	31,495	222
Year 9	2005	128,203	32,578	227
Year 10	2006	128,768	29,339	203
Year 11	0	-	-	
Year 12	0	-	-	
Year 13	0	-	-	
Year 14	0	-	-	
Year 15	0	-	-	
10-15 Year Average Baseline GPCD				**227**
5 Year Baseline GPCD				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use
Year 1	2003	123,025	31,387	228
Year 2	2004	125,135	35,171	251
Year 3	2005	125,647	29,503	210
Year 4	2006	126,451	31,495	222
Year 5	2007	128,203	32,578	227
5 Year Average Baseline GPCD				**228**

NOTES:

SB X7-7 Table 6: Baseline GPCD *From Table SB X7-7 Table 5*	*Summary*
10-15 Year Baseline GPCD	227
5 Year Baseline GPCD	228
NOTES:	

SB X7-7 Table 7: 2020 Target Method *Select Only One*		
Target Method		**Supporting Tables**
☑	Method 1	SB X7-7 Table 7A
☐	Method 2	SB X7-7 Tables 7B, 7C, and 7D
☐	Method 3	SB X7-7 Table 7-E
☐	Method 4	Method 4 Calculator *Located in the WUE Data Portal at wuedata.water.ca.gov* Resources *button*
NOTES:		

SB X7-7 Table 7-A: Target Method 1 20% Reduction	
10-15 Year Baseline GPCD	**2020 Target GPCD**
227	**182**
NOTES:	

SB X7-7 Table 7-E: Target Method 3				
Agency May Select More Than One as Applicable	Percentage of Service Area in This Hydrological Region	Hydrologic Region	"2020 Plan" Regional Targets	Method 3 Regional Targets (95%)
☐		North Coast	137	130
☐		North Lahontan	173	164
☐		Sacramento River	176	167
☐		San Francisco Bay	131	124
☐		San Joaquin River	174	165
☐		Central Coast	123	117
☐		Tulare Lake	188	179
☐		South Lahontan	170	162
☑		South Coast	149	142
☐		Colorado River	211	200
			2020 Target *(If more than one region is selected, this value is calculated.)*	**0**
NOTES:				

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target

5 Year Baseline GPCD *From SB X7-7 Table 5*	Maximum 2020 Target[1]	**Calculated 2020 Target [2]**			**Confirmed 2020 Target[4]**
		As calculated by supplier in this SB X7-7 Verification Form	**Special Situations[3]**		
			Prorated 2020 Target	Population Weighted Average 2020 Target	
228	216	182			**182**

[1] ***Maximum 2020 Target*** *is 95% of the 5 Year Baseline GPCD except for suppliers at or below 100 GPCD.*

[2] ***Calculated 2020 Target*** *is the target calculated by the Supplier based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target. Supplier may only enter one calculated target.*

[3] ***Prorated targets and population weighted target*** *are allowed for special situations only. These situations are described in Appendix P, Section P.3*

[4] ***Confirmed Target*** *is the lesser of the Calculated 2020 Target (C5, D5, or E5) or the Maximum 2020 Target (Cell B5)*

NOTES:

SB X7-7 Table 0: Units of Measure Used in 2020 UWMP* *(select one from the drop down list)*
Acre Feet
**The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.*
NOTES:

SB X7-7 Table 2: Method for 2020 Population Estimate	
Method Used to Determine 2020 Population (may check more than one)	
☐	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☑	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: 2020 Service Area Population	
2020 Compliance Year Population	
2020	142,183
NOTES:	

SB X7-7 Table 4: 2020 Gross Water Use

Compliance Year 2020	2020 Volume Into Distribution System *This column will remain blank until SB X7-7 Table 4-A is completed.*	2020 Deductions					2020 Gross Water Use
		Exported Water *	Change in Dist. System Storage* (+/-)	Indirect Recycled Water *This column will remain blank until SB X7-7 Table 4-B is completed.*	Water Delivered for Agricultural Use*	Process Water *This column will remain blank until SB X7-7 Table 4-D is completed.*	
	20,627	368		-		-	**20,259**

*** Units of measure (AF, MG , or CCF)** must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

NOTES: The City sells potable water to a select number of Rincon customers.

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	Local Surface Water
This water source is *(check one)* **:**	
☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	3,958	-	3,958

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s) Meter Error Adjustment

Complete one table for each source.

Name of Source	SLRIWA
This water source is *(check one)* **:**	
☑	The supplier's own water source
☑	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	9,532		9,532

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 4-A: 2020 Volume Entering the Distribution System(s), Meter Error Adjustment

Complete one table for each source.

Name of Source	SDCWA
This water source is *(check one)* **:**	

☐	The supplier's own water source
☑	A purchased or imported source

Compliance Year 2020	Volume Entering Distribution System [1]	Meter Error Adjustment [2] *Optional (+/-)*	Corrected Volume Entering Distribution System
	7,137		7,137

[1] ***Units of measure (AF, MG , or CCF)*** *must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.* [2] ***Meter Error Adjustment*** *- See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES:

SB X7-7 Table 5: 2020 Gallons Per Capita Per Day (GPCD)		
2020 Gross Water *Fm SB X7-7 Table 4*	**2020 Population** *Fm SB X7-7 Table 3*	**2020 GPCD**
20,259	142,183	**127**
NOTES:		

SB X7-7 Table 9: 2020 Compliance

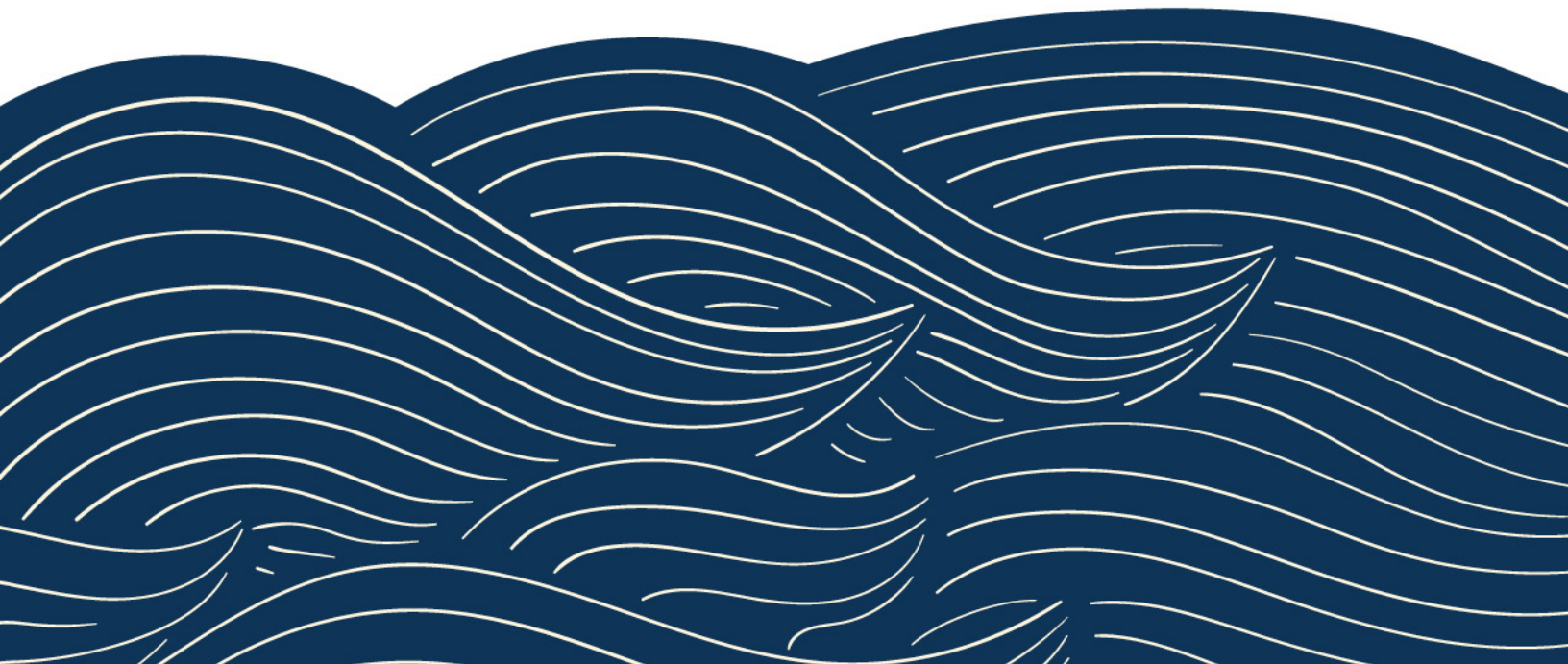
Actual 2020 GPCD[1]	Optional Adjustments to 2020 GPCD (Enter "0" if Adjustment Not Used)			TOTAL Adjustments[1]	Adjusted 2020 GPCD [1] *(Adjusted if applicable)*	2020 Confirmed Target GPCD [1, 2]	**Did Supplier Achieve Targeted Reduction for 2020?**
	Extraordinary Events[1]	Weather Normalization[1]	Economic Adjustment[1]				
127	-	-	-	-	127	182	**YES**

[1] *All values are reported in GPCD*

[2] ***2020 Confirmed Target GPCD*** *is taken from the Supplier's SB X7-7 Verification Form Table SB X7-7, 7-F.*

NOTES:

Ordinance No. 2015-12R



ORDINANCE NO. 2015-12R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 5 OF CHAPTER 31 OF THE ESCONDIDO MUNICIPAL CODE TO ADD RECENT STATE REQUIREMENTS FOR WATER CONSERVATION

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. Article 5, Section 31-227 of Chapter 31 of the Escondido Municipal Code is hereby amended to read as follow:

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customers water use during a declared water shortage. The baseline period will be determined by the City Council at the time the City Council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the City.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido,

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a 24 hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water Authority" and "SDCWA" means the San Diego County Water Authority.

(j) "Wholesale supplier" means the San Diego County Water Authority.

SECTION 2. Article 5, Sections 31-229 – 31-232 of Chapter 31 of the Escondido Municipal Code are hereby amended to read as follows:

Sec. 31-229. Authorization for exceptions.

The City Manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing.

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations by established by the California Building Standards Commission and the Department of Housing and Community Development

Sec. 31-231. Reserved.

Sec. 31-232. Water shortage response levels.

(a) Response Level One – Water Shortage Watch Condition.

(1) It is the intent of the response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level one – water shortage watch condition by resolution when the City Council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the City Council to declare a water shortage response level one – water shortage watch condition may include, among other factors, a finding that the City's wholesale supplier

or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public Awareness/Education. During a water shortage response level one – water shortage watch condition, the City will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response Level Two – Water Shortage Alert Condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level two – water shortage alert condition by resolution when response level one actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection a, the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the City is notified in writing that initial landscape materials will be adversely affected by these restrictions, the City may establish a reasonable schedule for initial irrigation. The City has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response Level Three – Water Shortage Critical Condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The City Council shall declare a water shortage response level three – water shortage critical condition by resolution when response level two actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections a and b, the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be sone at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the City's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response Level Four – Water Shortage Emergency Condition.

(1) Prohibited Uses of Water in a Water Shortage Response Level Four – Water Shortage Emergency Condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level four – water shortage emergency condition by resolution when all response level three actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and Rates. In addition to all prohibited uses of water identified in subsections a through c, the City Council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.

SECTION 3. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 10th day of June, 2015 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MORASCO, MASSON, ABED

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

SAM ABED, Mayor of the
City of Escondido, California

ATTEST:

DIANE HALVERSON, City Clerk of the
City of Escondido, California

*****

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2015-12 passed at a regular meeting of the City Council of the City of Escondido held on the 10th day of June, 2015, after having been read at the regular meeting of said City Council held on the 3rd day of June, 2015.

DIANE HALVERSON, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2015-12 R

ARTICLE 5. WATER CONSERVATION PLAN

Sec. 31-225. Scope.

There is hereby established a water conservation and water shortage response plan (the "plan"), pursuant to California Water Code Section 375 et seq. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-226. Objectives.

The objectives of the plan are:

(a) To prevent water supply shortages through aggressive and effective water management programs such as water conservation, water education and use restrictions;

(b) To minimize the impact of a water supply shortage on the city's population and economy;

(c) To provide first for public health and fire protection and other essential services, then to provide for the economic health of the city, and then to provide for other uses of water;

(d) To ensure that water users who have implemented exemplary conservation practices during normal-year hydrology and wet-year hydrology are not disadvantaged by the plan during shortages, a "lifeline allowance" will be established to reflect the minimum amount necessary to sustain an average household. This allowance will be established periodically by resolution of the city council. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customer's water use during a declared water shortage. The baseline period will be determined by the city council at the time the city council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the city.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido.

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a twenty-four (24) hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water authority" and "SDCWA" means the San Diego County water authority.

(j) "Wholesale supplier" means the San Diego County water authority. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 1, 6-10-15)

Sec. 31-228. Exemptions and applications.

(a) The provisions of this article shall apply to all persons and property served water by the City of Escondido wherever situated, unless an exemption or variance clearly applies.

(b) The provisions of this article do not apply to use of water from private wells or to recycled water.

(c) Nothing in this chapter shall apply to use of water that is subject to a special supply program, such as the IAWP or the SDCWA special agricultural rate programs. Violations of the conditions of special supply programs are subject to the penalties established under such applicable program. A customer using water subject to a special supply program and water provided by the city is subject to this article only with respect to the customer's use of water provided by the city. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-229. Authorization for exceptions.

The city manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within forty-eight (48) hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director.

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the department of housing and community development. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 1, 6-3-09; Ord. No. 2009-28, § 1, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-231. Reserved.

Editor's note: Section 31-231, Additional water use restrictions, derived from Ord. Nos. 2008-30(R), 2009-16 and 2009-28, was repealed by Ord. No. 2015-12R, § 2, 6-10-15.

Sec. 31-232. Water shortage response levels.

(a) Response level one—Water shortage watch condition.

(1) It is the intent of response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level one—water shortage watch condition by resolution when the city council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the city council to declare a water shortage response level one—water shortage watch condition may include, among other factors, a finding that the city's wholesale supplier or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public awareness/education. During a water shortage response level one—water shortage watch condition, the city will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response level two—Water shortage alert condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level two—water shortage alert condition by resolution when response level one actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection (a), the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the city council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the city is notified in writing that initial landscape materials will be adversely affected by these restrictions, the city may establish a reasonable schedule for initial irrigation. The city has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response level three—Water shortage critical condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The city council shall declare a water shortage response level three—water shortage critical condition by resolution when response level two actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections (a) and (b), the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be done at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the city's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when: (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project; or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response level four—Water shortage emergency condition.

(1) Prohibited uses of water in a water shortage response level four—Water shortage emergency condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The city council shall declare a water shortage response level four—water shortage emergency condition by resolution when all response level three actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and rates. In addition to all prohibited uses of water identified in subsections (a) through (c), the city council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the city's increased costs to provide water to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 3, 6-3-09; Ord. No. 2009-28, § 3, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-233. Sudden catastrophic water supply shortage.

In accordance with the department's emergency response plan and at the direction of the city manager, the director may determine that a sudden event has diminished, or threatens to significantly diminish, the reliability or quality of the city's water supply. The director may declare a catastrophic water supply shortage and impose whatever emergency water allocation or conservation actions are deemed necessary, in the director's professional judgment, to protect the reliability and quality of the city's water supply, until the emergency passes, or until the city council may be convened to adopt a resolution or declaration of emergency, or to take other action. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-234. Notification.

(a) When a water shortage response level one—water shortage watch condition, a water shortage response level two—water shortage alert condition, a water shortage response level three—water shortage critical condition, a water shortage response level four—water shortage emergency condition, or a sudden catastrophic water supply shortage is declared, the city shall: (1) prior to the declaration provide notice of a public hearing, pursuant to California Water Code Section 352; and (2) after the declaration, publish the water shortage level in a local newspaper of general circulation,

including the implementation date of the declaration. All media will be notified by e-mail and/or fax. Notification will also be posted on the city's website, the water conservation hot line and on the customer's utility bills.

(b) The department will inform its customers of the effective date, of the prohibited uses of water associated with the relevant stage, and encourage its customers to take additional voluntary actions to conserve water.

(c) The department will inform and prepare its customers about possible restrictions on use of water and rate increases related to the higher levels of water conservation required by this plan. The department will continue to educate its customers for the duration of an impending and actual water supply shortage. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-235. Enforcement, civil and criminal penalties.

(a) Any person, who uses, causes to be used, or permits the use of water in violation of this article is guilty of an offense punishable as provided herein.

(b) Each day that a violation of this article occurs is a separate offense.

(c) Administrative fines may be levied for each violation of any provision of this article, pursuant to the procedures outlined in Chapter 1A of the Escondido Municipal Code, in the following amounts:

(1) One hundred dollars ($100.00) for a first violation;

(2) Two hundred dollars ($200.00) for a second violation of any provision of this article during a level two—water shortage alert condition within one (1) year;

(3) Three hundred dollars ($300.00) for a second violation of any provision of this article during a level three—water shortage critical condition within one (1) year;

(4) Four hundred dollars ($400.00) for a second violation of any provision of this article during a level four—water shortage emergency condition within one (1) year;

(5) Five hundred dollars ($500.00) for each additional violation of any provision of this article within one (1) year.

(d) Pursuant to California Water Code Section 377, any customer failure to implement any of the conservation measures outlined in sections 31-230 through 31-233 above may be prosecuted as a misdemeanor. Upon conviction thereof, such person may be punished by imprisonment in the county jail for not more than thirty (30) days, or by fine not exceeding one thousand ($1,000.00) dollars, or both.

(e) Violation of any provision of this policy is subject to enforcement through installation of a flow-restricting device in the meter, pursuant to California Water Code Section 356.

(f) Willful violations of the mandatory conservation measures and water use restrictions set forth in section 31-232(d)(3) and applicable during a level four water shortage emergency condition may be enforced by discontinuing service to the property at which the violation occurs, as provided by California Water Code Section 356.

(g) All remedies provided for herein both civil and criminal shall be cumulative, and not exclusive. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-236. Surcharges; Additional charges.

The city council shall establish the additional charges by resolution as follows:

(a) A water rate penalty for excess water usage during a response level two—water shortage watch condition;

(b) A water rate penalty for excess water usage during a response level three—water shortage critical condition;

(c) A water rate penalty for excess water usage during a response level four—water shortage emergency condition; or

(d) A surcharge for excess water use that reflects the city's increased wholesale costs of purchasing water to provide to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-237. Variance for hardship or pending appeal.

(a) Hardship. The director or designee may grant a variance in cases of hardship for uses of water otherwise prohibited by the regulations. Water customers who feel they need an adjustment in the prohibitions must complete an application for a variance, stating the justification and circumstances. If the variance is not granted, the customer may ask for a review in writing. If the variance is granted, it shall be temporary, and last only as long as the hardship shall continue.

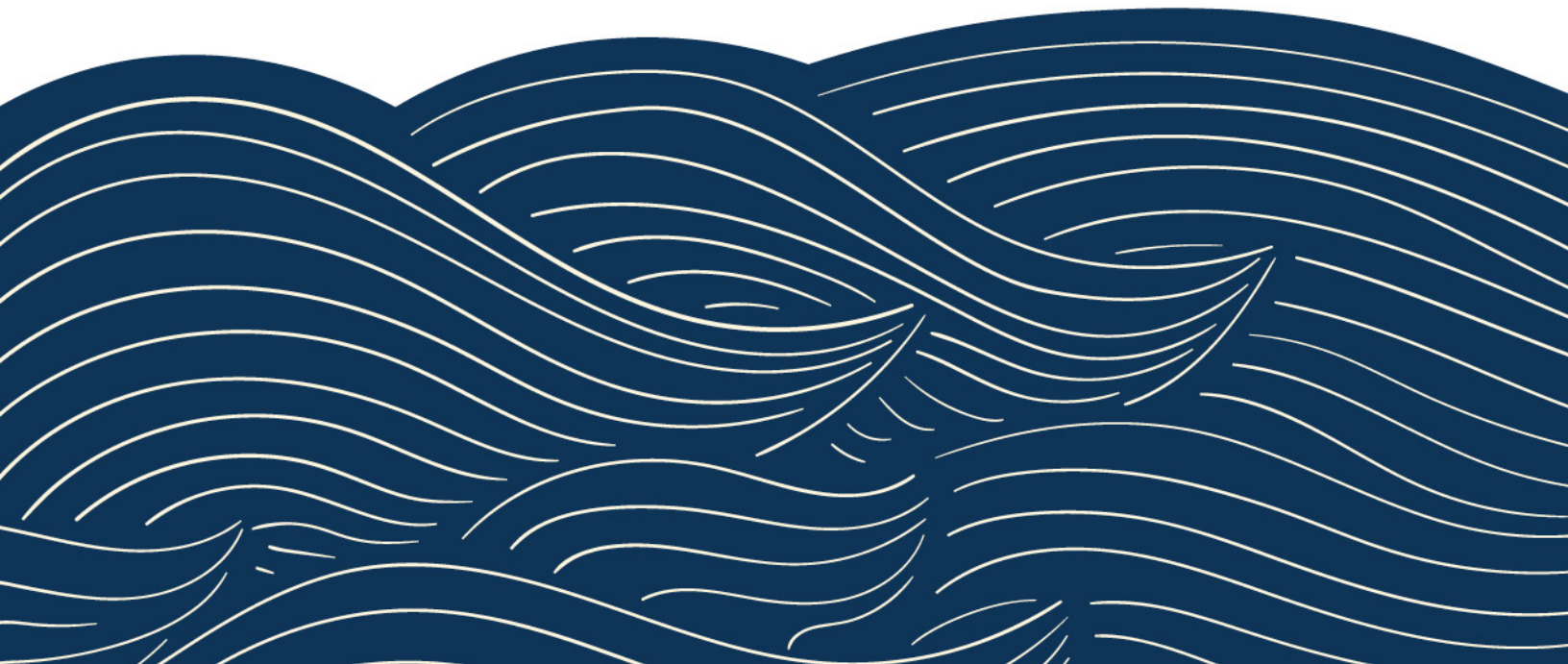
(b) Interim Measures. Pending receipt of a request for a hardship variance, or pending a hearing following the appeal of an administrative citation pursuant to Section 1A-9 of this code, the director, the director's designee, or enforcement officer may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violation and the current declared water condition.

(c) Offsets. The city council shall establish by resolution a program to provide water use credits, new meter connections, or a variance from the prohibitions of this article where water customers can demonstrate that they will offset their water use with other conservation measures. (Ord. No. 2008-30(R), § 2, 10-22-08)

Secs. 31-238—31-249. Reserved.

J

Public Hearing Notices



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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Wednesday, June 16, 2021 at 5:00 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following items:

2020 Urban Water Management Plan (UWMP), Water Shortage Contingency Plan (WSCP) and an amendment to the 2015 UWMP (collectively "the plans")

The public hearing will allow members of the public to provide comments and feedback on the plans, which are available for public review prior to the public hearing at www.escondido.org/plans-reports-and-notices.aspx. Hard copies of the plans are also available prior to the public hearing at the Engineering Counter at City Hall (see address below) during regular business hours.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator 760-839-4641 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

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

To submit comments in writing, please do so at the following link: Public Comment - City of Escondido. (www.escondido.org/public-comment) All comments received from the public will be made a part of the record of the meeting.

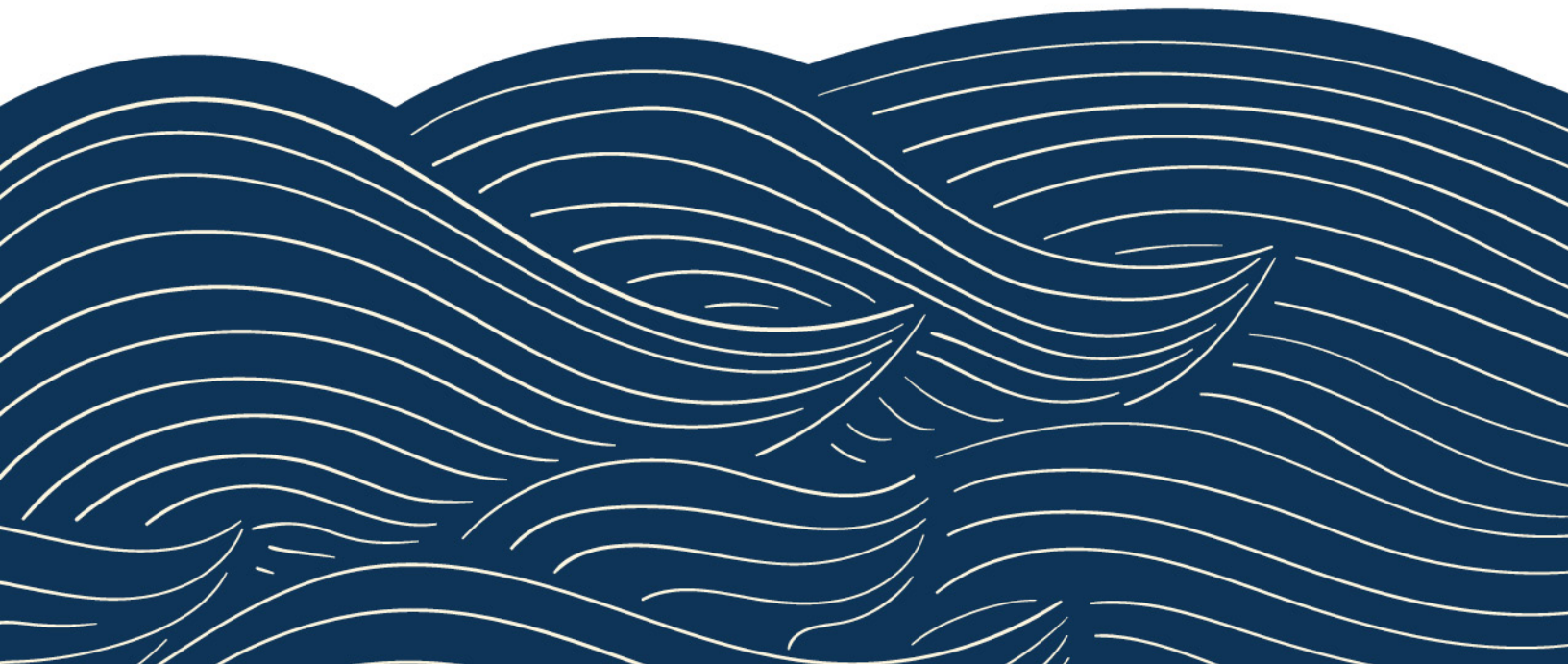
The report will be included as part of the agenda for the regularly scheduled City Council meeting on Wednesday, June 16, 2021. The agenda packet will be available to the public on Thursday, June 10, 2021 and an electronic copy of the report will be posted on that date at the City of Escondido's website at: www.escondido.org/meeting-agendas.aspx.

Questions and comments can be sent to Elisa Marrone at 760-839-4075 or emarrone@escondido.org, or provided at the public hearing. Upon conclusion of the public hearing, the City Council may revise, change, modify, and/or adopt the plans.

ZACK BECK, City Clerk
City of Escondido
May 27, 2021

K

Adopted Resolutions



RESOLUTION NO. 2021-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN AND AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO IMPLEMENT THE MEASURES INCLUDED IN THE PLAN

WHEREAS, water is vital to the public health, the health of the economy and the environment, as well as the future of a community; and

WHEREAS, water shortage conditions are an acknowledged part of the operating environment for water districts in California; and

WHEREAS, the City of Escondido ("City") has completed a Water Shortage Contingency Plan ("Plan") pursuant to the requirements of the California Water Code Section 10632 et seq.; and

WHEREAS, the Plan, which is on file with the Office of the City Clerk, is a formal document to provide options for managing water resources during times of water shortage conditions; and

WHEREAS, the City Council has held a public hearing and reviewed and considered the Plan and received information regarding the Plan prior to and at the City Council meeting on June 16, 2021.

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

1. That the above recitations are true.

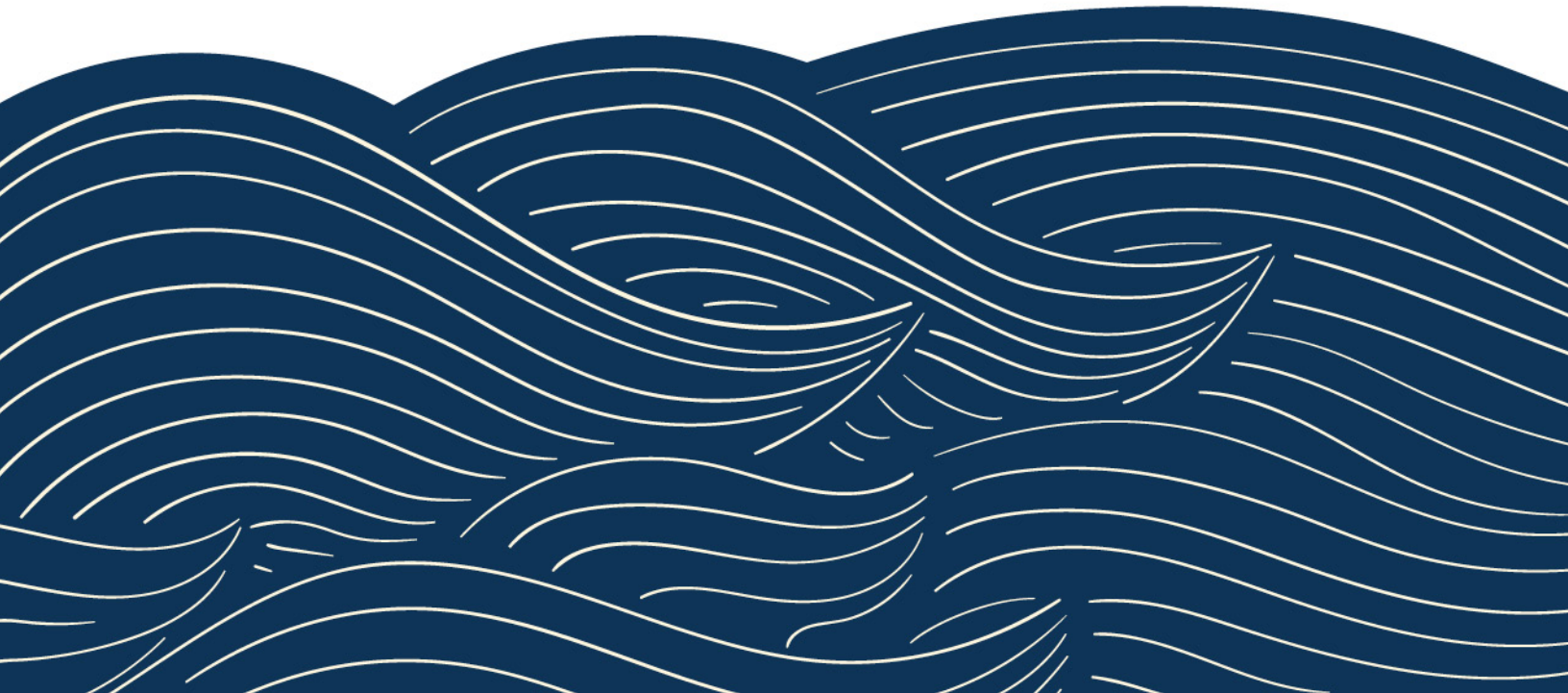
2. That the City Council hereby approves and adopts the Water Shortage Contingency Plan, which is attached hereto as Exhibit “A” and is incorporated by this reference.

3. That the Deputy City Manager / Director of Utilities is authorized and directed to implement the measures included in the Plan as the City of Escondido’s part in the local and regional water management efforts and to accept minor changes including those that may be required by the applicable state agencies.

A

Water Shortage Contingency Plan

Part of the Urban Water Management Plan



Water Shortage Contingency Plan

Part of the 2020 Urban Water Management Plan

JUNE 2021 | CITY OF ESCONDIDO

CITY OF ESCONDIDO

2021 Water Shortage Contingency Plan

PUBLIC REVIEW DRAFT

JUNE 2021

Prepared by Water Systems Consulting, Inc. pursuant to California Water Code, Section 10631

TABLE OF CONTENTS

List of Tables ii
List of Attachments ii
Acronyms & Abbreviations iii
Water Shortage Contingency Plan 1
1.1 Water Supply Reliability Analysis 4
1.1.1 Supply Characterization 4
1.1.2 Reliability Assessment 5
1.1.3 2021-2025 Drought Risk Assessment (DRA) 5
1.1.4 Water Supply Reliability Risks 6
1.2 Annual Water Supply and Demand Assessment 6
1.2.1 Key Data Inputs and Evaluation Criteria 7
1.2.2 Annual Assessment Procedures 7
1.3 Six Standard Water Shortage Levels 8
1.4 Shortage Response Actions 9
1.4.1 Demand Reduction 10
1.4.2 Supply Augmentation 14
1.4.3 Operational Changes 14
1.4.4 Additional Mandatory Restrictions 14
1.4.5 Emergency Response Plan 15
1.4.6 Seismic Risk Assessment and Mitigation Plan 16
1.4.7 Shortage Response Action Effectiveness 16
1.5 Communication Protocols 17
1.6 Compliance and Enforcement 19
1.7 Legal Authorities 19
1.8 Financial Consequences of WSCP 20
1.8.1 Cost of Compliance 20
1.8.2 Use of Financial Reserves 20
1.9 Monitoring and Reporting 20
1.10 WSCP Refinement Procedures 21
1.11 Special Water Feature Distinction 21
1.12 Plan Adoption, Submittal, and Availability 21
Resources and References 24

LIST OF TABLES

Table 1. Water Shortage Contingency Plan Levels (Required DWR Table 8-1) 9
Table 2. DWR 8-2 Demand Reduction Actions 11
Table 3. Communication Protocol During Water Shortage Conditions 18
Table 4. Steps to Adopt, Submit and Implement the WSCP 22

LIST OF ATTACHMENTS

Attachment 1 Ordinance No. 2015-12R Water Conservation Plan
Attachment 2 WSCP 60-Day and Public Hearing Notices
Attachment 3 WSCP Adoption Resolution (Pending Adoption)

ACRONYMS & ABBREVIATIONS

AAC	All-American Canal
AF	Acre Foot
AFY	Acre Feet per Year
AWIA	America's Water Infrastructure Act of 2018
AWWA	American Water Works Association
CC	Coachella Canal
CIP	Capital Improvement Program
City	City of Escondido
CWC	California Water Code
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
ERP	Emergency Response Plan
ESP	Emergency Storage Project
IID	Imperial Irrigation District
M&I	Municipal and Industrial
PSAWR	Permanent Special Agricultural Water Rate
QSA	Quantification Settlement Agreement
RRA	Risk and Resilience Assessment
SCADA	Supervisory Control and Data Acquisition
SDCWA	San Diego County Water Authority
SLRIWA	San Luis Rey Indian Water Authority
VID	Vista Irrigation District
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WUE	Water Use Efficiency

Water Shortage Contingency Plan

This Water Shortage Contingency Plan (WSCP or Plan) is a detailed plan for how the City of Escondido (City) intends to predict and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply is reduced to a level that cannot support typical demand at any given time.

This WSCP is a planning document to provide guidance to the City Council, staff, and the public by identifying response actions to allow for efficient management of any water shortage with predictability and accountability. This Plan is not intended to provide absolute direction but rather is intended to provide options to manage water shortages.

Water shortages can be triggered by a hydrologic limitation in supply (i.e., a prolonged period of below normal precipitation and runoff), limitations or failure of supply and treatment infrastructure, or both. Hydrologic or drought limitations tend to develop and abate more slowly, whereas infrastructure failures tend to happen quickly and relatively unpredictably. Water supplies may be interrupted or reduced significantly in several ways, such as during a drought that limits supplies, an earthquake that damages water delivery or storage facilities, a regional power outage, or a toxic spill that affects water quality.

This WSCP describes the following:

Water Supply Reliability Analysis

Summarizes the City's water supply analysis and reliability and identifies the key issues that may trigger a shortage condition.

Annual Water Supply and Demand Assessment Procedures

Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage levels and response actions.

Six Standard Shortage Stages

Establishes water shortage levels to clearly identify and prepare for shortages.

Shortage Response Actions

Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand as well as minimize social and economic impacts to the community.

Communication Protocols

Describes communication protocols under each stage to ensure customers, the public, and City Council are informed of shortage conditions and requirements.

Compliance and Enforcement

Defines compliance and enforcement actions available to administer demand reductions.

Legal Authority

Lists the legal documents that grant the City the authority to declare a water shortage and implement and enforce response actions.

Financial Consequences of WSCP Implementation

Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.

Monitoring and Reporting

Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if additional shortage response actions should be activated or if efforts are successful and response actions should be reduced.

WSCP Refinement Procedures

Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.

Special Water Features Distinctions

Identifies exemptions for ponds, lakes, fountains, pools, and spas, etc.

Plan Adoption, Submittal, and Availability

Describes the process for the WSCP adoption, submittal, and availability after each revision.

This WSCP was prepared in conjunction with the City's 2020 Urban Water Management Plan (UWMP) (Water Systems Consulting, Inc., 2021) and is a standalone document that can be modified as needed. This document is compliant with the California Water Code (CWC) Section 10632 and incorporated guidance from the State of California Department of Water Resources (DWR) UWMP Guidebook 2020)Department of Water Resources, 2020(and the American Water Works Association (AWWA) Manual of Water Supply Practices (M60) Drought Preparedness and Response (American Water Works Association, 2019). In addition, the San Diego County Water Authority (SDCWA) 2021 WSCP (SDCWA, 2021) was used to align with regional efforts.

1.1 Water Supply Reliability Analysis

1.1.1 Supply Characterization

The City receives the majority of its water from the SDCWA in the form of raw water that the City treats at its water treatment plant along with water from local sources. The SDCWA's core water sources used to supply the City are purchased water from the Metropolitan Water District of Southern California (Metropolitan), SDCWA-Imperial Irrigation District (IID) Water Conservation and Transfer Agreement, and the All-American Canal (AAC) and Coachella Canal (CC) Lining Projects. The City does not receive any treated water from the SDCWA, which also means it does not receive any water from the Carlsbad Desalination Plant. In 2018, the City started receiving water from the San Luis Rey Indian Water Authority (SLRIWA) Settlement Agreement through the SDCWA.

Metropolitan

The SDCWA relies on water purchased from Metropolitan to meet its supplemental supply gap. Historically, the SDCWA relied solely on imported water from Metropolitan to meet the needs of its member agencies. However, after experiencing severe shortages from Metropolitan during the 1987 to 1992 drought, the SDCWA began pursuing actions to diversify the region's supply sources. Currently, Metropolitan's supplies come from two primary sources, the State Water Project and the Colorado River.

SDCWA- IID Water Conservation and Transfer Agreement

In 1998, the SDCWA entered into a Water Conservation and Transfer Agreement with IID, an agricultural district in the neighboring Imperial County. Through this transfer agreement, the SDCWA began receiving conserved water from IID after the execution of the Quantification Settlement Agreement (QSA) in 2003 with an initial transfer of 10,000 AF. Per the terms of the agreement, the volume delivered will increase year-over-year until it reaches 200,000 AFY in 2021 and will then remain fixed for the remainder of the duration of Transfer Agreement. The Transfer Agreement's initial term is 45 years, with a provision that either agency may extend the agreement for an additional 30-year term. As part of the QSA, the SDCWA contracted for 77,700 AFY of conserved water from projects to line the AAC and CC. This conserved water will provide an additional 8.5 million AF over the 110-year life of the agreement. Deliveries of this conserved water from the CC reached the region in 2007, and deliveries from the AAC reached the region in 2010.

All-American Canal and Coachella Canal lining Projects

In 2003, as part of the execution of the QSA on the Colorado River, the SDCWA contracted for 77,700 AFY of conserved water from projects to line portions of the AAC and CC. The lining projects reduced the loss of water that occurred through seepage. Deliveries of conserved water from the CC reached the region in 2007, and deliveries from the AAC reached the region in 2010. Supplies from the canal lining projects are considered verifiable SDCWA supplies.

San Luis Rey River Water Transfer

In 2018, the City and Vista Irrigation District (VID) began receiving water deliveries from the SLRIWA as part of the San Luis Rey Indian Water Rights Settlement Act. The San Luis Rey Indian Water Rights Settlement Act was passed by Congress in 1988 to settle disputes between the Settlement Parties.

The Settlement Parties are listed as follows:

- Indian Bands — The Indian Bands are comprised of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Mission Indians. Each band acts through a governing body that is recognized by the U.S. Secretary of the Interior

- Local Entities — The Local Entities are the VID and the City of Escondido
- San Luis Rey Indian Water Authority (SLRIWA)

This act created the San Luis Rey Water Transfer supply, which authorized up to 16,000 AF per calendar year of conserved water from projects like the AAC and the CC Lining Projects for the Settlement Parties to resolve water right disputes on the San Luis Rey River. The City and VID each have the right to remove equal amounts of water each calendar year. The SDCWA is required to convey the supplemental water transfer supplied by the SLRIWA to the Local Entities.

Additionally, the *Agreement for the Conveyance of Water Among the San Diego County SDCWA, the San Luis Rey Settlement Parties and the United States* was entered into on October 10, 2003. This agreement established terms and conditions for the Supplemental Water Transfer deliveries that included obligation conditions, transportation rate, and creation of a delivery protocol document.

On December 5, 2014, the *San Luis Rey Indian Water Rights Implementing Agreement* was entered into by the City, VID, the State of California, the SLRIWA, and the Bands for the purpose of resolving all claims, controversies, and issues involved in all of the pending proceedings among the parties.

Local Surface Water

The City's utilizes local surface water from Lake Henshaw, Lake Wohlford, and Lake Dixon reservoirs. These reservoirs are shared with VID. Local water originates from the San Luis Rey River watershed and well fields located near Lake Henshaw. Water from Lake Henshaw is transferred to Lake Wohlford via the San Luis Rey River and a canal originally constructed in the 1890s. Water from Lake Wohlford is delivered to the City via the Escondido Canal, the Bear Valley Hydroelectric plant, and associated pipelines. Additional untreated water is purchased from SDCWA and stored in Lake Dixon. Local surface water supply availability is variable depending on the hydrologic patterns and can provide up to 30% in wet years. Local surface water is treated at the Escondido-Vista Water Treatment Plant (WTP).

1.1.2 Reliability Assessment

Chapter 7 of City's 2020 UWMP describes the reliability of the City's water supply by comparing supply and demand projections through 2045 for normal, single-dry, and five consecutive dry years. The chapter also assesses the drought risk over the next five years (2021 to 2025) assuming the driest five-year period is repeated over the next five years. Water supply reliability reflects the City's ability to meet the water needs of its customers with water supplies under varying conditions. The analysis considers plausible hydrological and regulatory variability, climate conditions, and other factors that affect the City's water supply and demand. The 2020 reliability analysis indicates that the City's water supplies are reliable, and no shortages are anticipated, even with conservative assumptions about the availability of dry year supplies from Metropolitan and the SDCWA. As a member agency of the SDCWA, the City benefits from significant regional efforts to plan and develop a diverse and resilient water portfolio.

1.1.3 2021-2025 Drought Risk Assessment (DRA)

New to the 2020 UWMP, CWC Section 10635 (b) requires a drought risk assessment (DRA). The DRA provides a quick snapshot of the anticipated surplus or deficit if a drought were to occur in the next five years. The DRA evaluates each water supply's reliability and compares available water supplies and projected demands during a five-consecutive dry-year scenario. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment.

The City maintains flexibility that helps to offset water shortage impacts. The DRA for the upcoming five years (2021-2025) is based on the five driest years on record (2014-2018) and is consistent with the approach used by the SDCWA. The 2014-2018 period had the lowest local water supply production from surface water and groundwater, the two SDCWA local supply sources that are most susceptible to weather variation. As experienced in the past, the City's local water supply sources vary greatly in dry years. As a result, the City may rely on the SDCWA to meet demands when local supply sources are reduced. The SDCWA does not anticipate any reduction in supply availability over the next five years.

The DRA compared anticipated available supplies with projected water demands. The City expects to use only what is needed to meet demands using a blend of local and imported water sources. Demands for the DRA were determined by applying a demand multiplier to 2020 demand. Demand multipliers were developed by the SDCWA and used in their UWMP analysis. Details on demands for the DRA are discussed in **Chapter 7** of the City's UWMP.

Because of the flexibility of supply and reliability of the SDCWA, the City expects to meet demands over the next five years without the need to implement this WSCP. The SDCWA's DRA concluded that the SDCWA has a surplus between 168,000 AFY and 237,0000 AFY of supplies in all five years, and therefore, actions under the WSCP are not required. Despite this large amount of surplus supply, the City will continue to promote conservation and avoid water waste.

1.1.4 Water Supply Reliability Risks

The City's water supply may be threatened by different risks which are summarized below and detailed in Chapter 7 of the 2020 UWMP.

Imported water and surface water supplies may be significantly affected by climate change. Climate change is anticipated to increase the frequency and intensity of droughts and flooding, alter the timing of snowmelt, and increase variability in precipitation while raising average temperatures and increasing sea levels. This may affect the amount of water available in the Bay-Delta and Colorado River systems, the San Luis Rey River, and Lake Henshaw, possibly limiting the City's access to imported and surface water supplies.

Although the SDCWA water supplies are reliable, failure of the SDCWA aqueduct system that conveys water to the region could be catastrophic. To increase water reliability and redundancy throughout the County, the SDCWA initiated the Emergency Storage Project (ESP). The ESP is comprised of various projects, including the construction of new reservoirs, pump stations, and aqueduct upgrades to increase local storage and diversify the conveyance of water.

1.2 Annual Water Supply and Demand Assessment

As established by CWC Section 10632.1, urban water suppliers must conduct an annual water supply and demand assessment (Annual Assessment) and submit an annual water shortage assessment report to DWR. The Annual Assessment is an evaluation of the short-term outlook for supplies and demands to determine whether the potential for a supply shortage exists and whether there is a need to trigger a WSCP shortage level and response actions in the current fiscal year to maintain supply reliability. Beginning in 2022, the City must prepare their annual water supply and demand assessment and submit an Annual Water Shortage Assessment Report to DWR. An extension may be allowed since the City receives the majority of their water from the State Water Project through the SDCWA.

Due to reliance on the SDCWA's available supply, the annual report's preparation will be subject on the SDCWA's annual assessment process, which is discussed in Section 4 of their 2020 WSCP (San Diego County Water Authority, 2021a). The SDCWA's Annual Assessment focuses on the demand and supplies available to municipal and industrial (M&I) customers and covers the current year and one

dry year. The SDCWA Annual Assessment is conducted in steps to determine if a regional customer demand reduction is needed and, if so, identify the appropriate shortage response level and actions.

An overview of the basic steps that the SDCWA will perform to complete their Annual Assessment is presented below:

1. Evaluate the SDCWA's core water suppliers and member agency M&I demands to determine if there is a shortage.
2. If a shortage is identified, the SDCWA will evaluate the use of stored water reserves from the SDCWA's Carryover Storage (discussed in **Section 8.4** of the 2020 SDCWA UWMP) reserves or pursue additional supply augmentation measures, such as dry-year transfers, to reduce or eliminate the shortfall. If a shortage does not exist, consistent with the Carryover Storage Policy Guidelines, SDCWA staff will analyze how to most effectively manage storage supplies to avoid potential shortages in the future.
3. If a regional water supply shortfall still exists after consideration of augmented supplies, the SDCWA will calculate a regional shortage level at the customer level in order to identify the appropriate M&I shortage response actions.

After this evaluation, the SDCWA will inform the City if a shortage condition exists, and the corresponding percent reduction needed, and/or the water allocations established. The City's shortage response will be based on supply conditions reported from the SDCWA while also reporting and taking into consideration the City's demand quantities and local supplies.

For the purpose of the WSCP, agricultural users not participating in the Permanent Special Agricultural Water Rate (PSAWR) are treated the same as M&I users and are subject to the same water rates. Under the PSAWR Program, agricultural users are exempt from paying the SDCWA's storage charge and, in return, will not receive supplies from the Carryover Storage Project during shortages and limited supplies from the ESP (San Diego County Water Authority, 2021a).

1.2.1 Key Data Inputs and Evaluation Criteria

Key data inputs and their sources for the Annual Assessments are below**.**

Evaluation criteria that can be used to determine and declare the severity of supply shortages may include any, or combinations, of the following:

- Current year unconstrained demand.
- Current year available supply from the SDCWA in the current year and one dry year.
- Existing infrastructure capabilities and plausible constraints – reflects limited production and distribution capacity due to a variety of factors potentially including, but not limited to, man-made or natural catastrophic events.
- State mandates or mandatory compliance with water use efficiency standards.
- Other locally applicable evaluation criteria as necessary.

1.2.2 Annual Assessment Procedures

The City will perform the Annual Assessment between March and June, in relation to the SDCWA's Annual Assessment.

Steps to conduct the Annual Assessment are as follows:

1. Compile and analyze historical water customer demand for trends and/or abnormalities.

2. Determine annual demand.
3. Confirm that customer demand is met through available water supply from the SDCWA and local supply or identify shortage stage if needed.
4. Staff analyzes demand trends, water supply conditions, and available supply from the SDCWA.
5. Staff develops Annual Assessment Report.
6. Findings and recommendations are presented to the City Council. Based on the results of the Annual Assessment, the City Council may formally adopt and declare a water shortage stage.
7. Submit Annual Assessment to DWR.

The Annual Assessment starts in 2022 with the first Annual Assessment Report due to DWR by July 1, 2022. The report is due July 1st of every year.

1.3 Six Standard Water Shortage Levels

This section is in accordance with CWC Section 10632(a)(2) and describes the City's water shortage levels. New to the 2020 UWMP, water suppliers must now adopt six standard water shortage levels. Shortage levels indicate the gap in supply compared to normal year availability. The new six shortage stages correspond to 10%, 20%, 30%, 40%, 50%, and greater than 50% shortage compared to normal supply conditions. DWR standardized the shortage levels to provide a consistent regional and statewide approach to measure water supply shortage conditions. However, a water supplier may maintain its current shortage levels if a crosswalk relating its existing shortage levels to the six standard levels is included.

The City is updating its shortage stages to the six standard stages to more closely align with the SDCWA's recently-adopted shortage stages in the next few months. In general, the SDCWA will notify the City if there is a reasonable probability there will be a supply shortage and that consumer demand reduction is required to ensure that sufficient supplies will be available to meet anticipated demands. The City will independently review and adopt any retail-level actions determined necessary to manage potential water supply shortage.

Table 1 shows the Regional Water Shortage Stages as prepared by the SDCWA. The restrictions become more stringent at each successive level to obtain the necessary savings and delay economic impact until higher levels.

Table 1. Water Shortage Contingency Plan Levels (Required DWR Table 8-1)

SHORTAGE LEVEL	SHORTAGE RANGE	WATER SUPPLY CONDITION
Normal Conditions	0%	**Permanent Water Use Efficiency Measures:** Normal supply condition; in effect at all times and irrespective of the availability of water supplies or hydrologic conditions
1	<10%	**Drought Response Level 1:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction up to 10% in order to balance demands with reduced supplies
2	<20%	**Drought Response Level 2:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 10% and up to 20% in order to balance demands with reduced supplies
3	<30%	**Drought Response Level 3:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 20% and up to 30% in order to balance demands with reduced supplies
4	<40%	**Drought Response Level 4:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 30% and up to 40% in order to balance demands with reduced supplies
5	<50%	**Drought Response Level 5:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 40% and up to 50% in order to balance demands with reduced supplies
6	>50%	**Drought Response Level 6:** SDCWA notifies the City of an anticipated or actual supply reduction specific to the City requiring a demand reduction greater than 50% in order to balance demands with reduced supplies

1.4 Shortage Response Actions

This section is in accordance with CWC Section 10632(a)(4) and 10632.5(a) and describes the response actions that must be implemented or considered for each stage to minimize social and economic impacts to the community. This WSCP identifies various actions to be considered by the City Council.

In the event of a water shortage, the City will evaluate the cause of the shortage to help inform which response actions should be implemented. Depending on the nature of the water shortage, the City can elect to implement one or several response actions to mitigate the shortage and reduce gaps between supply and demand. It should be noted that all actions listed for Stage 1 apply to Stage 2, 3, 4, 5, and 6. Likewise, Stage 2 actions apply to Stages 3, 4, 5, and 6. Stage 3 actions apply to Stage 4, 5, and 6. Stage 4 actions apply to Stage 5 and 6. Stage 5 actions also apply to Stage 6. If necessary, the City may adopt additional actions not listed here in extreme circumstances.

Chapter 31 Article 5 of the City's Municipal Code (**Attachment 1**) provides standing authorization for water use restrictions and prohibitions to become effective upon adoption of a water supply shortage stage at any regular or special meetings by the City Council.

1.4.1 Demand Reduction

The City supports using water efficiently at all times. As such, it has a baseline of permanent water use restrictions and measures that apply during normal supply or water shortage conditions (See **Section 1.4.4**). The City promotes individual actions on an on-going basis through its education and outreach resources.

The City has identified a variety of demand reduction actions to offset supply shortages. Demand reduction measures are strategies intended to decrease water demand to close the gap between supply and demand. The City employs a variety of techniques to encourage community members to be more involved and educated about water conservation. These techniques include actions planned to be taken at the consumer level including, but not limited to, leak detection and repair, limitations on irrigation, and additional voluntary actions to reduce customer demand. A full list of demand reduction methods preformed at various supply shortage stages are provided in **Table 2** and discussed below.

Table 2. DWR 8-2 Demand Reduction Actions

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
1	Expand Public Information Campaign	0-100% of shortage gap	Public awareness/education. Increase public awareness and education efforts of water use restrictions and measures.	Yes
2	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.	Yes
2	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.	Yes
2	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.	Yes
2	Landscape - Limit landscape irrigation to specific times	0-100% of shortage gap	Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the City is notified in writing that initial landscape materials will be adversely affected by these restrictions, the City may establish a reasonable schedule for initial irrigation. The City has the right to inspect all construction sites using water from a City construction meter for efficient use of water.	Yes
3	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.	Yes
3	Pools and Spas - Require covers for pools and spas	0-100% of shortage gap	A pool or spa must be covered during non-use periods.	Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	0-100% of shortage gap	Any washing of vehicles must be done at commercial car washes or by mobile high pressure/low volume commercial services that recycle water.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	0-100% of shortage gap	Repair leaks within 48 hours of being notified by the City.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	0-100% of shortage gap	Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy.	Yes
4	Other	0-100% of shortage gap	Annexations to the City's water service area will be suspended.	Yes
5	Other	0-100% of shortage gap	Impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period or make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.	Yes
5	Other	0-100% of shortage gap	No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when: (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project; or (2) the project is necessary to protect the public's health, safety and welfare.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?[1]	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
5	Landscape - Prohibit certain types of landscape irrigation	0-100% of shortage gap	Stop all landscape irrigation that uses potable water except crops and landscape products of commercial growers and nurseries with exceptions for: (1) maintenance of trees and shrubs using schedules allowed under these measures by using a bucket, hand-held hose with positive shut-off nozzle, or low-volume non-spray irrigation; (2) maintenance of existing landscaping necessary for fire protection; (3) maintenance of existing landscaping for erosion control; (4) maintenance of plant materials identified to be rare or essential to the well-being of rare animals; (5) maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries and golf courses according to the schedules allowed under these measures; (6) watering of livestock; and (7) public works projects and actively irrigated environmental projects.	Yes
6	Landscape - Other landscape restriction or prohibition	0-100% of shortage gap	Stop all landscape irrigation that uses potable water except crops and landscape products of commercial growers and nurseries with exceptions for: (1) maintenance of existing landscaping necessary for fire protection; (2) maintenance of existing landscaping for erosion control; (3) maintenance of plant materials identified to be rare or essential to the well-being of rare animals; (4) watering of livestock; and (5) public works projects and actively irrigated environmental projects.	Yes

Note: One or more of the shortage response actions listed for Level 1 will be implement and expanded as the shortage levels increase.

[1] The effectiveness of actions initiated at each shortage response is challenging to measure and can vary significantly. The City will implement an adaptive program to ensure the required reductions are attained.

1.4.2 Supply Augmentation

The City does not plan to utilize additional supply sources during a water shortage but rather mitigate supply impacts through demand reduction actions and/or utilize additional imported water to meet demands.

1.4.3 Operational Changes

During shortage conditions, operations may be affected by demand reduction responses. Operational changes to address a water shortage may be implemented based on the severity of the reduction goal. The City, with City Council approval as needed, will consider their operational procedures at the time of a shortage to identify changes they can take to maximize supply and reduce demand during a water shortage stage.

These potential actions, depending on shortage levels, could include, but are not limited to:

- Expansion of public information campaign to educate and inform customers of the water shortage emergency and required water savings
- Provide information regarding rebates for plumbing fixtures and landscape irrigation
- Offer water use surveys
- Monitor construction meters for efficient water use.
- Decrease line flushing to only on a compliant basis
- Implement or modify drought rate structure or surcharge or water emergency tiered pricing, pursuant to the requirements of Proposition 218 and in accordance with California Law
- To manage any impact from lower retail water sales, review opportunities to reducing overhead in the short-term and mid-term by deferring non-critical CIP and major maintenance expenditures, and in the long-term by adjusting operational and staffing levels
- To manage any impact from lower retail water sales, review non-critical facility replacement projects for any opportunities to extend the master planned replacement schedule.

1.4.4 Additional Mandatory Restrictions

In addition to any shortage response level being declared, the City maintains the following prohibitions and restrictions at all times.

Per the City's Ordinance No. 2015-12R, the following water uses are prohibited:

- Watering or irrigating lawns or landscape areas in a manner causing significant runoff.
- Operating a fountain or other water feature that does not recirculate water.
- Washing any vehicle with a hose not having a water shut-off nozzle.
- Allowing water to run continuously from a hose while washing any vehicle.
- Washing driveways, sidewalks, parking areas, patios, or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.
- Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.
- Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.
- The installation of single pass cooling systems in buildings requesting new water connections.

- The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.
- The installation of non-recirculating systems in new commercial laundry systems

The following water use restrictions are required at all times:

- The loss or escape of water by means of breaks, leaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within five days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.
- Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.
- Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee, to make the conversion to recycled water.
- A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.
- Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.
- All conveyor or automatic car wash systems shall have installed operational water recycling systems or shall have secured a waiver of this requirement from the director.
- All laundromats shall have converted 100% of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.
- Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the Department of Housing and Community Development.

1.4.5 Emergency Response Plan

The Director may declare a catastrophic water supply shortage in accordance with the City's emergency response plan and at the direction of the City Manager. When a catastrophic water supply shortage is in effect, the Director may impose any emergency water allocation or conservation actions that are deemed necessary to protect the reliability and quality of the City's water supply and with the approval of City Council, as required. Details on the authority and provisions associated with a sudden catastrophic water supply shortage are detailed in Section 31-233 of the City's Municipal Code.

In addition to responding to drought conditions, the City's WSCP can be used to respond to emergency or catastrophic conditions that impact the availability of the City's water supplies and/or the ability to deliver water within the service area. Besides drought, water supply may experience a catastrophic interruption as a result of natural disasters such as an earthquake, tsunami, wildfire, mudslide, or a regional power outage.

Planning and response measures in the event of an interruption to the water supply include:

- In advance of a known threat to the water and distribution system, such as a wildfire, distribution reservoirs will be filled to full capacity and any reservoir out of service will be put back into service.

- Portable generators will be deployed to critical facilities lacking emergency back-up power.
- SCADA is used throughout the distribution system to monitor system problems, whether minor day-to-day problems or major disruptions.
- City distribution system crews are trained in pipe repair and replacement as a part of their normal duties and are continually ready to perform such work on an emergency basis as needed.
- In the occurrence of a catastrophic event, City employees are prepared to mobilize to respond to emergent issues.
- Prioritize distribution system repairs to best meet critical needs, including water for firefighting and health and safety needs; identify a portion of available potable supply to be reserved for drinking water purposes in the event of prolonged interruption.
- Develop a clear message for timely information dissemination to the public that includes nature of the catastrophic event, status of distribution system, water use prohibitions, allowable water uses, potential need to boil drinking water prior to consumption, and location and availability of emergency drinking water, in the event of distribution system failure.

In 2020, the City completed a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act (AWIA) of 2018. The purpose of the RRA and ERP is to meet the AWIA compliance requirements and plan for long-term resilience of the City's infrastructure. The RRA assessed the City's water system to identify critical assets and processes that may be vulnerable to human and natural hazards, and to identify measures that can be taken to reduce risk and enhance resilience from service disruption for the benefit of customers. The RRA identified and characterized both infrastructure-specific and system-wide vulnerabilities and threats and quantified the consequences of disruption. The RRA also identified various options (and constraints) in addressing and mitigating risk. The RRA, in conjunction with the ERP, charted a course for water system resilience. The RRA also provided various recommendations to increase reliability of the City's system. Since critical pieces of infrastructure and specific vulnerabilities are detailed in the RRA and ERP, the contents of the document are confidential and for use by City's staff only. However, the City can confirm that these plans meet the requirements set forth by AWIA and evaluate seismic risks and mitigation actions to the City's infrastructure.

1.4.6 Seismic Risk Assessment and Mitigation Plan

The City certified with the U.S. Environmental Protection Agency that their RRA and ERP were compliant with all AWIA requirements on March 31, 2020 and December 30, 2020, respectfully, meeting all federal deadlines. In addition, the San Diego County's 2017 Multi-Jurisdictional Hazard Mitigation Plan also addresses risk assessment and mitigation for multiple emergency types that could create a water supply interruption and can be found at www.sandiegocounty.gov/oes/emergency_management/oes_jl_mitplan.html.

1.4.7 Shortage Response Action Effectiveness

As a standard operating procedure, water is tracked through the production, distribution, and billing systems.

During water shortage conditions, water use can be measured in comparison to what is considered to be a normal year demand (i.e., current customer base with approximately average rainfall), or in reference to a specific base year as may be dictated by Statewide requirements.

The effectiveness of actions initiated at each shortage response is challenging to measure and can vary significantly. Estimates of the effectiveness for actions has been included in **Table 2**. Effectiveness is also impacted by successful communication and outreach efforts. It is also difficult to assess the effectives of each activity separately as each stage implements several activities at once. For the purpose of the WSCP implementation, it is assumed that the upper end of the water savings would come from the use of multiple demand reduction actions in a stage.

Reduction in the shortage gap for Stages 2-6 assume all measures in the previous stage(s) are implemented and those savings are counted toward the total reduction in the shortage gap. For example, in WSCP Stage 4, the City may limit irrigation to specific days, and this measure, along with all demand management measures in Stage 1, 2, and 3, is estimated to reduce the shortage gap by up to 40%.

1.5 Communication Protocols

This section is in accordance with CWC Section 10632(a)(5) and describes the communication protocols and procedures to inform customers, the public, and state and local officials of any current or predicted water shortages. This WSCP includes a staged plan to communicate the declaration of a shortage stage, inform restrictions, and provide updates during a water shortage emergency.

For general messages on regional conditions, the City will rely on the SDCWA to conduct communications and outreach about water supplies and water use efficiency as an ongoing activity during normal supply conditions. In times when the WSCP is enacted, SDCWA will convey crucial information as outlined in Section 9 of the SDCWA WSCP (San Diego County Water Authority, 2021a). The City, as a member agency of SDCWA, is involved in the crafting of those messages.

The City will also share its own messages to its customers as needed for Escondido-specific information or reinforcing general guidance. It will do so with a focus on:

Coordination

During droughts or other times of limited supply that activate the WSCP, the SDCWA will establish more frequent schedules of updates, reports, or discussions at all levels to ensure SDCWA outreach messages and tactics stay in sync with the changing needs of member agencies and their customers. The City will strive for this same coordination between neighboring water districts to minimize the confusion for water users. The schedule and timing of these updates may adjust periodically to reflect evolving water shortage conditions or other factors.

Key Audiences

Escondido water customers inside and outside of the City boundaries, and other water users inside the City's service area are the key audiences.

Communication Objectives

Messaging will be based on the communication objective including:

- Motivate water users to increase conservation immediately in ways that are consistent with any permanent and/or mandated actions called for at the current level of the WSCP.
- Raise awareness and understanding of the drought, regulatory, or other conditions affecting water supplies and the need for increased conservation.
- Lower supply shortage stage having demonstrated the effectiveness and value of conservation actions and water supply reliability investments in minimizing impacts to the region's economy and quality of life.

Flexibility and Adaptability

In general, this communication plan is flexible and adaptable due to the many variables that can impact the effectiveness of this plan, including shortage level, the specific supply or regulatory circumstances driving that activation, budget availability, seasonal conditions, and other factors. Because of these potential variations, this communication plan does not dictate every strategy and tactic or the scale of resources that need to be applied at each level of the WSCP. Rather, this plan includes recommended strategies and tactics that generally match the needs associated with the escalating levels. This is intended to give staff the flexibility to apply tailored communications approaches that best fit the specific goals at any given point and the agility to react quickly to any changes in conditions.

This WSCP includes a staged plan to outline and provide guidance for efficient communication of declaration of a shortage stage, inform restrictions, and provide updates during a water shortage emergency shown in **Table 3**. Note, not all the mechanisms listed will be performed by the City. Some efforts may be completed by the SDCWA as part of their communication protocols.

Table 3. Communication Protocol During Water Shortage Conditions

STAGE	ACTION
1	Coordinate with SDCWA and other local agencies for clear, consistent, and understandable messages
1	Information posted on the City's website
1	Social media posts (for example, Facebook, Twitter, and Instagram)
1	Promotion of rebates and water conservation services.
1	Modify school outreach program content to include messages about need for increased conservation.
2	Information included in utility bill inserts or printed on bills
2	Letters, postcards, and fliers mailed to residents and businesses impacted by water use regulations.
2	Share information through Escondido's local cable channels (Cox - 19/AT&T - 99)
3	Engage City Council members and provide them with resources to share with constituents.
3	Targeted outreach and technical assistance to highest water users in each classification.
4	Press releases to local media (online and print newspapers, TV, radio, etc.).
4	Assemble and promote the speaker's bureau for water shortage presentations for neighborhood groups, gardening clubs, Homeowners Associations, churches, senior centers, neighborhood associations, business associations, community groups, property management companies, etc.
5/6	Increased coordination with the local landscaping industry including water shortage information in their newsletters, publications, and facilities: local wholesale and retail nurseries, and irrigation supply stores.
5/6	Signage posted at nurseries and irrigation supply stores.
5/6	Outreach materials and drought notices provided to the hospitality industry including restaurants and lodging.
5/6	News conference or other event to announce/explain change in WSCP level or general water conservation tactics

Note:
1. If a water shortage progresses through multiple stages all measures in the previous stage(s) are implemented in addition to current stage actions.

1.6 Compliance and Enforcement

This section is in accordance with CWC Section 10632(a)(6) and describes the compliance and enforcement provisions. The City aims to educate its customers when violations occur, in an effort to avoid repeat violations and future water waste. If educational efforts are not applicable or effective for customers who do not comply with restrictions implemented in a water shortage emergency, the City will use the enforcement measures found in Section 31-235 of the City's Municipal Code. This section of the code will be updated through City Council action to align with the changes proposed for the water shortage levels found in Section 31-232. Fines, the installation of a flow-restricting device, and other civil or criminal penalties may apply. Current fines are set forth in the City's Municipal Code.

1.7 Legal Authorities

The City has the legal authority to implement and enforce its WSCP. California Constitution Article X, Section 2 and CWC Section 100 provide that water must be put to beneficial use, the waste or unreasonable use or unreasonable method of use of water shall be prevented, and the conservation of water is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare. In addition, CWC Section 375 provides the City with the statutory authority to adopt and enforce water conservation restrictions and CWC sections 350 et seq. authorize the City to declare a water shortage emergency and impose water conservation measures when it determines that the City may not be able to satisfy ordinary demands without depleting supplies to an insufficient level.

If necessary, the City shall declare a water shortage emergency in according with CWC Chapter 3 (commencing with Section 350) of Division 1. Once having declared a water shortage, the City is provided with broad powers to implement and enforce regulations and restrictions for managing a water shortage.

Under California law, including CWC Chapters 3.3 and 3.5 of Division 1, Parts 2.55 and 2.6 of Division 6, Division 13, and Article X, Section 2 of the California Constitution, the City is authorized to implement the water shortage actions outlined in this WSCP. In water shortage cases, shortage response actions to be implemented will be at the discretion of the City and will be based on an assessment of the supply shortage, customer response, and need for demand reductions as outlined in this WSCP.

In addition, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the State will defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

The City has the legal authority to declare a water shortage and implement the actions outlined in this WSCP to restrict water use and prohibit water waste for all uses that are not necessary to sustain public health, sanitation, and fire protection.

The City will coordinate with any city or county, including the following listed, within which it provides water supply services for the possible proclamation of a local emergency under California Government Code, California Emergency Services Act (Article 2, Section 8558):

- County of San Diego
- City of Escondido
- San Diego County Water Authority

1.8 Financial Consequences of WSCP

This section is in accordance with CWC Section 10632(a)(6) and describes the financial consequences of implementing the WSCP and potential mitigation strategies.

Rates were recently modified in March 2021 that included increases for water and wastewater due to increases in wholesale cost, development of critical capital improvement projects, and repair and replacement of at-risk facilities that are designed to increase service reliability and help the City reduce its risk of water shortages in the future.

In general, water shortages of the types discussed above necessitate selling less water. Reduced water sales would result in lower revenue. The various sources of water that are within the City's supply portfolio come with different costs for purchasing, transporting, and treating. In the event of a water shortage, the amount of water pulled from each source could possibly be rebalanced to lower costs. This could include drawing more water from the City's increased local storage at Lake Wohlford once the scheduled dam replacement project has been completed. The City's Utilities Department maintains robust reserves that include consideration of emergency needs.

1.8.1 Cost of Compliance

To ensure City customers comply with the restrictions implemented in a water shortage emergency, additional costs may be incurred to monitor and enforce response actions. The incurred cost may vary depending on the shortage stage and duration of the water shortage emergency. The cost of compliance may be tracked when a shortage is declared. The City may track staff time and resources used to implement the WSCP, including reduced revenue, implementing and enforcing shortage response actions, and communication and outreach efforts.

1.8.2 Use of Financial Reserves

The City currently has operating and CIP reserves, funded and available for use as intended. In the short term, the use of these reserves would have no impact on City customers or the City. In the long term, rates would possibly be raised to replenish reserves.

1.9 Monitoring and Reporting

This section is in accordance with CWC Section 10632(a)(9) and describes the reporting requirements and monitoring procedures to implement the WSCP and track and evaluate the response actions effectives. As described in **Section 1.2**, the City intends to track its supplies and project demands on an annual basis and if supply conditions described in Table 1 are projected, the City will enact their WSCP. Monitoring demands is essential to ensure the WSCP response actions are adequately meeting reductions and decreasing the supply/demand gap. This will help to analyze the effectiveness of the WSCP or identify the need to activate additional response actions.

The water savings from implementation of the WSCP will be determined based on monthly production reports which will be compared to the supply from prior months, the same period of the prior year, and/or the allocation. At first, the cumulative consumption for the various sectors (e.g., residential, commercial, etc.) will be evaluated for reaching the target demand reduction level. Then, if needed, individual accounts will be monitored. Weather and other possible influences may be accounted for in the evaluation.

The City is also required to submit the Urban Water Supplier Monthly Water Conservation Report, pursuant to the State Water Resources Control Board Resolution No. 2020-009, which became effective on October 1, 2020. In general, the City reports the WSCP shortage stage, the total potable water production, the 2013 same month production, demand for several water uses, enforcement actions, compliance issues, and response actions. The City will continue to report this information and will integrate this process in their WSCP annual assessment process.

1.10 WSCP Refinement Procedures

This section is consistent with CWC Section 10632 (a)(10). The WSCP is intended to be adapted as needed to respond to foreseeable and unforeseeable water shortages.

To maintain a useful and efficient standard of practice in water shortage conditions, the requirements, criteria, and response actions need to be continually evaluated and improved upon to ensure that its shortage risk tolerance is adequate, and the shortage response actions are effective and up to date based on lessons learned from implementing the WSCP. Results from the monitoring and reporting program will be part of the evaluation.

Potential refinements will be documented and integrated in the next WSCP update. Potential changes that would warrant an update could include, but are not limited to, any changes to shortage level triggers, changes to the shortage stage structure, and/or changes to the response actions. If new response actions are identified by staff or public, these could be advertised as voluntary actions until these are formally adopted as mandatory.

1.11 Special Water Feature Distinction

The CWC Section 10623 (b) requires that suppliers analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code. Non-pool or non-spa water features may use or be able to use recycled water, whereas pools and spas must use potable water for health and safety considerations so limitations to pools and spas may require different considerations compared to non-pool or non-spa water features.

Under permanent water supply conditions, re-circulated water must be used to operate ornamental fountains or other decorative water features. At a Stage 4 condition, filling or re-filling of ornamental lakes or ponds, is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a Stage 4 condition.

1.12 Plan Adoption, Submittal, and Availability

This section is consistent with CWC Section 10632(a)(c). Because the WSCP is a standalone document that can be updated as needed, **Table 4** describes the general steps to adopt and submit an updated or amended WSCP.

This 2021 WSCP was presented for adoption by the City Council at the **June 16, 2021** public meeting. Notifications were sent to the County of San Diego, SDCWA, Valley Center Municipal Water District, Rincon Municipal Water District, Vallecitos Municipal Water District, and Vista Irrigation District. To comply with the notice to the public, the City published notices in the local newspaper at least two weeks in advance with 5 days between publications. Copies of the 60-day notices and public hearing

newspaper notices are provided in **Attachment 2**. The WSCP was also made available prior to the public hearing.

The WSCP was formally adopted on **June 16, 2021**, by the City Council by **Resolution XXX-XXX**, included in **Attachment 3**. The WSCP was made available to all staff, customers, and any affected cities, counties, or other members of the public at the City's office and online within 30 days of the adoption date.

The WSCP was submitted to DWR via the Water Use Efficiency (WUE) Data Portal at the same time as the 2020 Urban Water Management Plan, but no later than July 1, 2021. A hard copy of the 2020 UWMP and WSCP were submitted to the California State Library within 30 days of adoption. Electronic and/or hard copies were provided to all cities and counties within City's service area within 30 days of adoption.

Based on DWR's review of the WSCP, the City will make any amendments in its adopted WSCP, as required and directed by DWR. If the City revises its WSCP, then an electronic copy of the revised WSCP will be submitted to DWR within 30 days of its adoption.

Table 4. Steps to Adopt, Submit and Implement the WSCP

STEP	TASK	DESCRIPTION	TIMEFRAME
1	Notice to cities and counties	Notify cities and counties within the service area that the WSCP is being updated. It is recommended that the notice includes: 1. Time and place of public hearing. 2. Location of the draft Plan, latest revision schedule, and contact information of the Plan preparer.	At least 60 days before public hearing. * If desired, advance notices can be issued without providing time and place of public hearing.
2	Publish Plan	Publish the draft WSCP in advance of public hearing meeting (https://www.escondido.org/)	Recommended at least 2 weeks before public hearing.
3	Notice to the public	Publish two notifications of the public hearing in a local newspaper notice at least once a week for two consecutive weeks, with at least 5 days between publications. This notice must include: 1. Time and place of hearing. 2. Location of the draft WSCP.	At least 2 weeks before public hearing. * Include a copy of public notices in plan.
4	Public hearing and optional adoption	Host at least one public hearing before adopting the WSCP to: 1. Allow for community input. 2. Consider the economic impacts for complying with the Plan.	Public hearing date * Adoption can be combined as long as public hearing is on the agenda before adoption
5	Adoption	Before submitting the WSCP to DWR, the governing body must formally adopt it. An adoption resolution must be included, as an attachment or as a web address indicating where the adoption resolution can be found online.	At public hearing or at a later meeting. *The WSCP can be adopted as prepared or as modified after the hearing.
6	Plan submittal	Submit the adopted or amended WSCP via the WUE Data Portal within 30 days of adoption or by July 1, if updated with the UWMP five-year cycle.	Within 30 days of adoption or by July 1st, whichever comes first.

STEP	TASK	DESCRIPTION	TIMEFRAME
7	Plan availability	Submit a CD or hardcopy of the adopted WSCP to the California State Library within 30 days of adoption. California State Library Government Publications Section Attention: Coordinator, Urban Water Management Plans P.O. Box 942837 Sacramento, CA 94237-0001 Provide a copy (hardcopy or electronic) of the adopted WSCP to any cities and counties within the service area. Make the WSCP available to the public by posting the Plan on website or making a hardcopy available for public review during normal business hours.	Within 30 days after adoption
9	Other - Notification to Public Utilities Commission	For water suppliers regulated by the California Public Utilities Commission submit UWMP and WSCP as part of the general rate case filing.	

Resources and References

American Water Works Association. (2019). *Manual of Water Supply Practices, Drought Preparedness and Response.*

Department of Water Resources. (2020). *Urban Water Management Plan Guidebook 2020.*

San Diego County Water Authority. (2021). *2020 Urban Water Management Plan.*

San Diego County Water Authority. (2021a). *2020 Water Shortage Contingency Plan.*

SDCWA. (2021). *2020 Water Shortage Contingency Plan.*

Water Systems Consulting, Inc. (2021). *2020 City of Escondido Urban Water Management Plan.*

Attachment 1: Ordinance No. 2015-12R Water Conservation Plan

ORDINANCE NO. 2015-12R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 5 OF CHAPTER 31 OF THE ESCONDIDO MUNICIPAL CODE TO ADD RECENT STATE REQUIREMENTS FOR WATER CONSERVATION

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. Article 5, Section 31-227 of Chapter 31 of the Escondido Municipal Code is hereby amended to read as follow:

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customers water use during a declared water shortage. The baseline period will be determined by the City Council at the time the City Council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the City.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido,

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a 24 hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water Authority" and "SDCWA" means the San Diego County Water Authority.

(j) "Wholesale supplier" means the San Diego County Water Authority.

SECTION 2. Article 5, Sections 31-229 – 31-232 of Chapter 31 of the Escondido Municipal Code are hereby amended to read as follows:

Sec. 31-229. Authorization for exceptions.

The City Manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing.

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within 48 hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations by established by the California Building Standards Commission and the Department of Housing and Community Development

Sec. 31-231. Reserved.

Sec. 31-232. Water shortage response levels.

(a) Response Level One – Water Shortage Watch Condition.

(1) It is the intent of the response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level one – water shortage watch condition by resolution when the City Council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the City Council to declare a water shortage response level one – water shortage watch condition may include, among other factors, a finding that the City's wholesale supplier

or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public Awareness/Education. During a water shortage response level one – water shortage watch condition, the City will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response Level Two – Water Shortage Alert Condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level two – water shortage alert condition by resolution when response level one actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection a, the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the City Council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the City is notified in writing that initial landscape materials will be adversely affected by these restrictions, the City may establish a reasonable schedule for initial irrigation. The City has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response Level Three – Water Shortage Critical Condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The City Council shall declare a water shortage response level three – water shortage critical condition by resolution when response level two actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections a and b, the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be sone at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the City's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response Level Four – Water Shortage Emergency Condition.

(1) Prohibited Uses of Water in a Water Shortage Response Level Four – Water Shortage Emergency Condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The City Council shall declare a water shortage response level four – water shortage emergency condition by resolution when all response level three actions have been taken, but the City Council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The City Council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and Rates. In addition to all prohibited uses of water identified in subsections a through c, the City Council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.

SECTION 3. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 10th day of June, 2015 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MORASCO, MASSON, ABED

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

SAM ABED, Mayor of the
City of Escondido, California

ATTEST:

DIANE HALVERSON, City Clerk of the
City of Escondido, California

*****

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2015-12 passed at a regular meeting of the City Council of the City of Escondido held on the 10th day of June, 2015, after having been read at the regular meeting of said City Council held on the 3rd day of June, 2015.

DIANE HALVERSON, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2015-12 R

ARTICLE 5. WATER CONSERVATION PLAN

Sec. 31-225. Scope.

There is hereby established a water conservation and water shortage response plan (the "plan"), pursuant to California Water Code Section 375 et seq. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-226. Objectives.

The objectives of the plan are:

(a) To prevent water supply shortages through aggressive and effective water management programs such as water conservation, water education and use restrictions;

(b) To minimize the impact of a water supply shortage on the city's population and economy;

(c) To provide first for public health and fire protection and other essential services, then to provide for the economic health of the city, and then to provide for other uses of water;

(d) To ensure that water users who have implemented exemplary conservation practices during normal-year hydrology and wet-year hydrology are not disadvantaged by the plan during shortages, a "lifeline allowance" will be established to reflect the minimum amount necessary to sustain an average household. This allowance will be established periodically by resolution of the city council. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-227. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section.

(a) "Baseline period" means the period of time during which a customer's water use in prior years shall be used to compare to the same customer's water use during a declared water shortage. The baseline period will be determined by the city council at the time the city council declares the appropriate water shortage response level, as outlined in section 31-232 of this article.

(b) "City" means the City of Escondido.

(c) "Customer" means any natural person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the city.

(d) "Department" means the utilities department of the City of Escondido.

(e) "Director" means the director of utilities of the City of Escondido.

(f) "IAWP" means the Metropolitan Interim Agricultural Water Program.

(g) "Measurable rainfall" means total rainfall within a twenty-four (24) hour period that measures at least 0.2 inches.

(h) "Metropolitan" means the Metropolitan Water District of Southern California.

(i) "Water authority" and "SDCWA" means the San Diego County water authority.

(j) "Wholesale supplier" means the San Diego County water authority. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 1, 6-10-15)

Sec. 31-228. Exemptions and applications.

(a) The provisions of this article shall apply to all persons and property served water by the City of Escondido wherever situated, unless an exemption or variance clearly applies.

(b) The provisions of this article do not apply to use of water from private wells or to recycled water.

(c) Nothing in this chapter shall apply to use of water that is subject to a special supply program, such as the IAWP or the SDCWA special agricultural rate programs. Violations of the conditions of special supply programs are subject to the penalties established under such applicable program. A customer using water subject to a special supply program and water provided by the city is subject to this article only with respect to the customer's use of water provided by the city. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-229. Authorization for exceptions.

The city manager or designee is authorized to make minor and limited exceptions to the provisions of this article, on a customer wide basis, to prevent undue hardship or unreasonable restrictions, provided that water shall not be wasted or used unreasonably, and that the purposes of this article can be accomplished. Any such exceptions should be made in writing. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-230. Water use restrictions and measures (at all times).

(a) The following water uses are prohibited:

(1) Watering or irrigating lawns or landscape areas in a manner causing significant runoff.

(2) Operating a fountain or other water feature that does not recirculate water.

(3) Washing any vehicle with a hose not having a water shut-off nozzle.

(4) Allowing water to run continuously from a hose while washing any vehicle.

(5) Washing driveways, sidewalks, parking areas, patios or other hardscape areas with water, except when necessary to alleviate safety or sanitation hazards.

(6) Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies.

(7) Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within forty-eight (48) hours of measurable rainfall.

(8) The installation of single pass cooling systems in buildings requesting new water connections.

(9) The installation of non-recirculating systems in new or remodeled conveyor or automatic car wash systems.

(10) The installation of non-recirculating systems in new commercial laundry systems.

(b) The following water use restrictions are required at all times:

(1) The loss or escape of water by means of breaks, leaks or other malfunctions in the water user's plumbing or distribution system must be repaired within five (5) days of notification by the utilities department, or within such other time as determined by the director of utilities or designee.

(2) Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system. Tees and greens may be watered at any time. New plantings including grass may be watered as needed until established.

(3) Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director's designee to make the conversion to recycled water.

(4) A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language. The department shall make suitable displays available.

(5) Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer. The department shall make "table tents" available to restaurants and these types of other public places alerting customers to this restriction.

(6) All conveyor or automatic car wash systems shall have installed operational water recycling systems, or shall have secured a waiver of this requirement from the director.

(7) All laundromats shall have converted one hundred (100) percent of their washers to high efficiency models, as determined by the Consortium for Energy Efficiency, by November 22, 2015.

(8) Irrigating landscapes with potable water for new construction must be consistent with regulations established by the California Building Standards Commission and the department of housing and community development. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 1, 6-3-09; Ord. No. 2009-28, § 1, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-231. Reserved.

Editor's note: Section 31-231, Additional water use restrictions, derived from Ord. Nos. 2008-30(R), 2009-16 and 2009-28, was repealed by Ord. No. 2015-12R, § 2, 6-10-15.

Sec. 31-232. Water shortage response levels.

(a) Response level one—Water shortage watch condition.

(1) It is the intent of response level one to achieve up to a ten (10) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level one—water shortage watch condition by resolution when the city council determines, in its sole discretion that a declaration will help to avoid or lessen the impact of an impending water supply shortage. The types of events which may prompt the city council to declare a water shortage response level one—water shortage watch condition may include, among other factors, a finding that the city's wholesale supplier or metropolitan experiences shortages in their imported water supply, or must remove water from storage to meet normal demands.

(3) Public awareness/education. During a water shortage response level one—water shortage watch condition, the city will increase its public awareness and education efforts of water use restrictions and measures as outlined in this article.

(b) Response level two—Water shortage alert condition.

(1) It is the intent of response level two to achieve up to a twenty (20) percent reduction in water use when measured against the baseline period.

(2) Declaration. The city council shall declare a water shortage response level two—water shortage alert condition by resolution when response level one actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) In addition to the water use restrictions and measures identified in subsection (a), the following restrictions and measures shall be applicable:

(A) Irrigating landscape with potable water shall be limited in frequency as determined necessary by the city council by resolution.

(B) Irrigating landscapes shall not exceed ten (10) minutes per station. This provision does not apply to irrigating landscapes using water efficient devices including, but not limited to, drip-micro-irrigation systems and stream rotor sprinklers.

(C) Operating irrigation systems that result in water not being applied to the landscaped area by virtue of any or all of the following: excessive over spray, misting, over pressurization, misaligned or tilted spray heads, or any other malfunction or out-of-adjustment condition, is prohibited.

(D) Water from a construction meter or water truck for irrigation purposes must be applied between the hours of 6:00 p.m. and 10:00 a.m. Note: if the city is notified in writing that initial landscape materials will be adversely affected by these restrictions, the city may establish a reasonable schedule for initial irrigation. The city has the right to inspect all construction sites using water from a city construction meter for the efficient use of water.

(c) Response level three—Water shortage critical condition.

(1) It is the intent of response level three to achieve up to a forty (40) percent reduction in water use when measured against the baseline period.

(2) The city council shall declare a water shortage response level three—water shortage critical condition by resolution when response level two actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine which actions listed below are necessary by resolution.

(3) In addition to water use restrictions and measures identified in subsections (a) and (b), the following requirements shall be applicable as determined by resolution:

(A) Maintaining ornamental lakes, ponds, or fountains is prohibited, except to the extent needed to sustain aquatic life, provided that such aquatic life is of significant value and have been actively managed within the water feature prior to declaration of a water shortage response level under this policy;

(B) A pool or spa must be covered during non-use periods;

(C) Any washing of vehicles must be done at commercial car washes or by mobile high pressure/low volume commercial services that recycle water;

(D) Annexations to the city's water service area will be suspended;

(E) Other water uses may be prohibited as determined by the director, after public notice to customers; and

(F) No new potable water service shall be provided, no new temporary meters or permanent meters shall be provided, and no statements of immediate ability to serve or provide potable water service (such as, "will serve" letters, certificates, or letters of availability) shall be issued. This does not apply when: (1) a valid, unexpired building permit has been issued prior to the level three declaration for the project; or (2) the project is necessary to protect the public's health, safety and welfare.

This subsection (c)(3)(F) shall not be construed to preclude the resetting or turn on of meters to provide continuation of water service or to restore service that has been interrupted for up to a period of one (1) year.

(d) Response level four—Water shortage emergency condition.

(1) Prohibited uses of water in a water shortage response level four—Water shortage emergency condition. This level will achieve the maximum possible percentage reduction in water use from the baseline period.

(2) Declaration. The city council shall declare a water shortage response level four—water shortage emergency condition by resolution when all response level three actions have been taken, but the city council determines, in its sole discretion, that there are still insufficient supplies available to meet anticipated demands. The city council may then determine that the actions outlined in this section are necessary.

(3) Restrictions and rates. In addition to all prohibited uses of water identified in subsections (a) through (c), the city council may, in its sole discretion, adopt a resolution to impose additional restrictions or prohibitions on the use of water to achieve reductions from the baseline period, or make additional adjustments to the water rates based on the city's increased costs to provide water to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08; Ord. No. 2009-16, § 3, 6-3-09; Ord. No. 2009-28, § 3, 1-6-10; Ord. No. 2015-12R, § 2, 6-10-15)

Sec. 31-233. Sudden catastrophic water supply shortage.

In accordance with the department's emergency response plan and at the direction of the city manager, the director may determine that a sudden event has diminished, or threatens to significantly diminish, the reliability or quality of the city's water supply. The director may declare a catastrophic water supply shortage and impose whatever emergency water allocation or conservation actions are deemed necessary, in the director's professional judgment, to protect the reliability and quality of the city's water supply, until the emergency passes, or until the city council may be convened to adopt a resolution or declaration of emergency, or to take other action. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-234. Notification.

(a) When a water shortage response level one—water shortage watch condition, a water shortage response level two—water shortage alert condition, a water shortage response level three—water shortage critical condition, a water shortage response level four—water shortage emergency condition, or a sudden catastrophic water supply shortage is declared, the city shall: (1) prior to the declaration provide notice of a public hearing, pursuant to California Water Code Section 352; and (2) after the declaration, publish the water shortage level in a local newspaper of general circulation,

including the implementation date of the declaration. All media will be notified by e-mail and/or fax. Notification will also be posted on the city's website, the water conservation hot line and on the customer's utility bills.

(b) The department will inform its customers of the effective date, of the prohibited uses of water associated with the relevant stage, and encourage its customers to take additional voluntary actions to conserve water.

(c) The department will inform and prepare its customers about possible restrictions on use of water and rate increases related to the higher levels of water conservation required by this plan. The department will continue to educate its customers for the duration of an impending and actual water supply shortage. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-235. Enforcement, civil and criminal penalties.

(a) Any person, who uses, causes to be used, or permits the use of water in violation of this article is guilty of an offense punishable as provided herein.

(b) Each day that a violation of this article occurs is a separate offense.

(c) Administrative fines may be levied for each violation of any provision of this article, pursuant to the procedures outlined in Chapter 1A of the Escondido Municipal Code, in the following amounts:

(1) One hundred dollars ($100.00) for a first violation;

(2) Two hundred dollars ($200.00) for a second violation of any provision of this article during a level two—water shortage alert condition within one (1) year;

(3) Three hundred dollars ($300.00) for a second violation of any provision of this article during a level three—water shortage critical condition within one (1) year;

(4) Four hundred dollars ($400.00) for a second violation of any provision of this article during a level four—water shortage emergency condition within one (1) year;

(5) Five hundred dollars ($500.00) for each additional violation of any provision of this article within one (1) year.

(d) Pursuant to California Water Code Section 377, any customer failure to implement any of the conservation measures outlined in sections 31-230 through 31-233 above may be prosecuted as a misdemeanor. Upon conviction thereof, such person may be punished by imprisonment in the county jail for not more than thirty (30) days, or by fine not exceeding one thousand ($1,000.00) dollars, or both.

(e) Violation of any provision of this policy is subject to enforcement through installation of a flow-restricting device in the meter, pursuant to California Water Code Section 356.

(f) Willful violations of the mandatory conservation measures and water use restrictions set forth in section 31-232(d)(3) and applicable during a level four water shortage emergency condition may be enforced by discontinuing service to the property at which the violation occurs, as provided by California Water Code Section 356.

(g) All remedies provided for herein both civil and criminal shall be cumulative, and not exclusive. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-236. Surcharges; Additional charges.

The city council shall establish the additional charges by resolution as follows:

(a) A water rate penalty for excess water usage during a response level two—water shortage watch condition;

(b) A water rate penalty for excess water usage during a response level three—water shortage critical condition;

(c) A water rate penalty for excess water usage during a response level four—water shortage emergency condition; or

(d) A surcharge for excess water use that reflects the city's increased wholesale costs of purchasing water to provide to its customers. (Ord. No. 2008-30(R), § 2, 10-22-08)

Sec. 31-237. Variance for hardship or pending appeal.

(a) Hardship. The director or designee may grant a variance in cases of hardship for uses of water otherwise prohibited by the regulations. Water customers who feel they need an adjustment in the prohibitions must complete an application for a variance, stating the justification and circumstances. If the variance is not granted, the customer may ask for a review in writing. If the variance is granted, it shall be temporary, and last only as long as the hardship shall continue.

(b) Interim Measures. Pending receipt of a request for a hardship variance, or pending a hearing following the appeal of an administrative citation pursuant to Section 1A-9 of this code, the director, the director's designee, or enforcement officer may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violation and the current declared water condition.

(c) Offsets. The city council shall establish by resolution a program to provide water use credits, new meter connections, or a variance from the prohibitions of this article where water customers can demonstrate that they will offset their water use with other conservation measures. (Ord. No. 2008-30(R), § 2, 10-22-08)

Secs. 31-238—31-249. Reserved.

Attachment 2: WSCP 60-Day and Public Hearing Notices

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Wednesday, June 16, 2021 at 5:00 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following items:

2020 Urban Water Management Plan (UWMP), Water Shortage Contingency Plan (WSCP) and an amendment to the 2015 UWMP (collectively "the plans")

The public hearing will allow members of the public to provide comments and feedback on the plans, which are available for public review prior to the public hearing at www.escondido.org/plans-reports-and-notices.aspx. Hard copies of the plans are also available prior to the public hearing at the Engineering Counter at City Hall (see address below) during regular business hours.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator 760-839-4641 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

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

To submit comments in writing, please do so at the following link: Public Comment - City of Escondido. (www.escondido.org/public-comment) All comments received from the public will be made a part of the record of the meeting.

The report will be included as part of the agenda for the regularly scheduled City Council meeting on Wednesday, June 16, 2021. The agenda packet will be available to the public on Thursday, June 10, 2021 and an electronic copy of the report will be posted on that date at the City of Escondido's website at: www.escondido.org/meeting-agendas.aspx.

Questions and comments can be sent to Elisa Marrone at 760-839-4075 or emarrone@escondido.org, or provided at the public hearing. Upon conclusion of the public hearing, the City Council may revise, change, modify, and/or adopt the plans.

ZACK BECK, City Clerk
City of Escondido
May 27, 2021

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Sarah Aghassi, General Manager
County of San Diego
5510 Overland Avenue
Suite 310
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Clint Baze, General Manager
Rincon del Diablo Municipal Water District
1920 North Iris Lane
Escondido, CA 92028

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Alexi Schnell, Water Resources Specialist
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Glenn Pruim, General Manager
Vallecitos Water District
201 Vallecitos De Oro
San Marcos, CA 92069

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Gary Arant, General Manager
Valley Center Municipal Water District
29300 Valley Center Road
P.O. Box 67
Valley Center, CA 92082

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

ESCONDIDO
City of Choice

Reed Harlan
Deputy Director of Utilities, Water Division
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4882 rharlan@escondido.org

April 13, 2021

Brett Hodgkiss, General Manager
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

2020 URBAN WATER MANAGEMENT PLAN UPDATE NOTIFICATION

The City of Escondido (City) is preparing and updating its 2020 Urban Water Management Plan (UWMP) in compliance with the Urban Water Management Planning Act and the Water Conservation Act of 2009, commonly referred to as SBX7-7. An update of the City's UWMP is required every five (5) years and reflects the growth that has occurred since the adoption of the 2015 UWMP, forecasted growth, and the City's plan to meet future water needs.

The City is also considering an Addendum to its 2015 UWMP to demonstrate consistency with the Delta Plan Policy to Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Reg., tit. 23, § 5003). As part of the new requirements, the City is also planning on adopting a Water Shortage Contingency Plan (WSCP), which must be included as part of the 2020 UWMP.

This letter serves as the notice, required by Water Code section 10621(b), for an urban water supplier updating its UWMP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing.

A copy of the City's 2020 UWMP, WSCP, and 2015 UWMP Addendum will be available for review on the City's website, www.escondido.org, in advance of the public hearing. The City is planning to hold a noticed public hearing on June 16, 2021 to discuss these documents with the goal of submitting adopted plans to the State of California by the July 1, 2021 deadline.

If you have any questions or comments, please contact me at Emarrone@escondido.org or 760-839-4075.

Sincerely,

Elisa Marrone, AICP
Environmental Programs Specialist

Attachment 3: WSCP Adoption Resolution

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE 2015 URBAN WATER MANAGEMENT PLAN; AND AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO IMPLEMENT THE MEASURES INCLUDED IN THE AMENDMENT

WHEREAS, water is vital to the public health, the health of the economy and the environment, as well as the future of a community; and

WHEREAS, the proper, cost effective and efficient management of our water resources is essential to ensuring the availability and reliability of water supplies now and in the future; and

WHEREAS, the City of Escondido ("City") approved the 2015 Urban Water Management Plan ("Plan") by Resolution No. 2016-90 pursuant to the requirements of the California Water Code Section 10610 et seq. on June 15, 2016; and

WHEREAS, the City is required to amend said Plan to retroactively include information on the City's role in reducing reliance on water supplies from the Sacramento-San Joaquin Delta; and

WHEREAS, the new Appendix H, which is on file with the Office of the City Clerk, is the formal document to meet that requirement; and

WHEREAS, the City Council has held a public hearing and reviewed and considered the amendment and received information regarding the amendment prior to and at the City Council meeting on June 16, 2021.

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

1. That the above recitations are true.

2. That the City Council hereby amends the 2015 Urban Water Management Plan, which is attached hereto as Exhibit “A” and is incorporated by this reference.

3. That the Deputy City Manager / Director of Utilities is authorized and directed to implement the measures included in the Plan as the City of Escondido’s part in the local and regional water management efforts and to accept minor changes including those that may be required by the applicable state agencies.

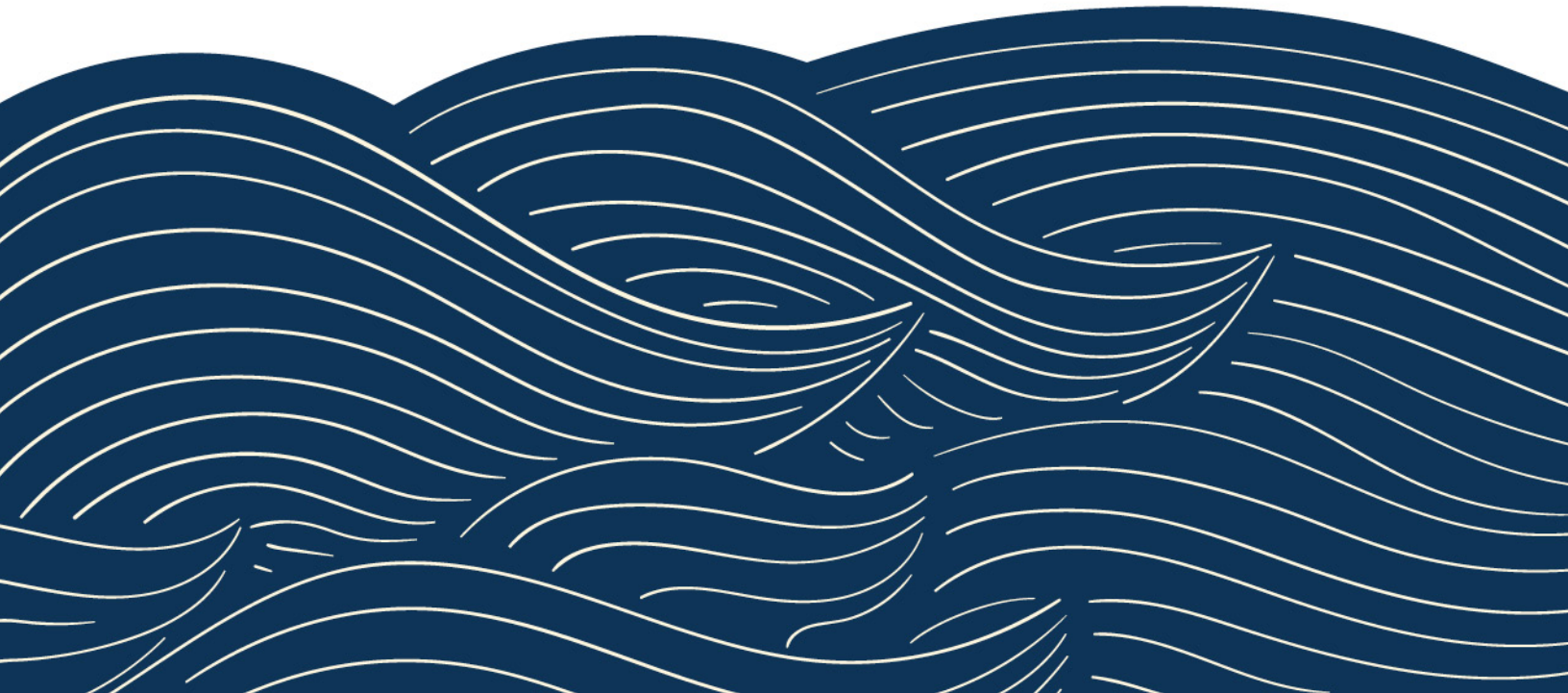
H

Appendix H Addendum to the City of Escondido's 2015 Urban Water Management Plan

Demonstration of Reduced Delta Reliance

PUBLIC REVIEW DRAFT

JUNE 2021



Quantifying Regional Self-Reliance and Reduced Reliance on Water Supplies from the Delta Watershed

1.1 Background

Under the Sacramento–San Joaquin Delta (Delta) Reform Act of 2009, state and local public agencies proposing a covered action in the Delta, prior to initiating the implementation of that action, must prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with applicable Delta Plan policies and submit that certification to the Delta Stewardship Council. Anyone may appeal a certification of consistency, and if the Delta Stewardship Council grants the appeal, the covered action may not be implemented until the agency proposing the covered action submits a revised certification of consistency, and either no appeal is filed, or the Delta Stewardship Council denies the subsequent appeal.

The Urban Water Management Plan Guidebook 2020 states that an urban water supplier that anticipates participating in or receiving water from a proposed project, such as a multiyear water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Delta should provide information in their 2015 and 2020 Urban Water Management Plans (UWMPs) that can then be used in the covered action process to demonstrate consistency with Delta Plan Policy, WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (California Code Req., tit. 23, § 5003).

The City of Escondido (City) is an urban water supplier that anticipates receiving a blend of Delta water through its imported water. Currently, the City purchases imported water from Metropolitan Water District of Southern California (Metropolitan) via the San Diego Water County Authority (SDCWA). The imported water is a blend of Colorado River water and State Project Water. Therefore, the City is preparing this analysis to comply with the Delta Plan Policy WR P1.

The Delta Plan Policy WR P1 specifies the measures that must be taken by water suppliers under certain conditions to reduce their reliance on the Delta and improve regional self-reliance. In addition, the Delta Plan recommends that all water suppliers within the Delta watershed voluntarily implement the measures contained in WR P1 to reduce their reliance on the Delta and improve regional self-reliance. Delta Plan WR P1 identifies UWMPs as the tool to be used to demonstrate consistency with the state policy that requires suppliers who carry out or take part in covered actions to reduce their reliance on the Delta.

WR P1 details what is needed for a covered action to demonstrate consistency with reduced reliance on the Delta and improved regional self-reliance. WR P1 subsection (a) states:

> *(a) Water shall not be exported from, transferred through, or used in the Delta if all the following apply:*
>
> > *(1) One or more water suppliers that would receive water as a result of the export, transfer, or use have failed to adequately contribute to reduced reliance on the Delta and improved regional self-reliance consistent with all of the requirements listed in paragraph (1) of subsection (c);*
> >
> > *(2) That failure has significantly caused the need for the export, transfer, or use; and*
> >
> > *(3) The export, transfer, or use would have a significant adverse environmental impact in the Delta.*

WR P1 subsection (c)(1) further defines what adequately contributing to reduced reliance on the Delta means in terms of (a)(1) above:

> *(c)(1) Water suppliers that have done all the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:*
>
> > *(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;*
> >
> > *(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and*
> >
> > *(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).*

The analysis and documentation provided below include all the elements described in WR P1(c)(1) that need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action.

1.2 Demonstration of Regional Self-Reliance

The methodology used to determine the City's improved regional self-reliance is consistent with the approach detailed in DWR's UWMP Guidebook Appendix C (Guidebook Appendix C), including the use of narrative justifications for the accounting of supplies and the documentation of specific data sources.

Some of the key assumptions underlying the City's demonstration of reduced reliance include:

- All data were obtained from the current 2020 UWMP or previously adopted UWMPs and represent average or normal water-year conditions.
- All analyses were conducted at the service-area level, and all data reflect the total contributions of the City and its customers.
- Future projects that are covered actions requiring a certification of consistency with the Delta Plan were excluded from this analysis.

1.2.1 Baseline and Expected Outcomes

To demonstrate the expected outcomes for a reduced reliance on the Delta and improved regional self-reliance, a comparison to a baseline is needed. This analysis uses a normal water-year representation of 2010 as the baseline, which is consistent with the approach described in the Guidebook Appendix C. Population, demand, and supply data for the 2010 baseline were taken from the City's 2005 UWMP, because UWMPs generally do not provide normal water-year data for the year they are adopted (i.e., 2005 UWMP forecasts begin in 2010, 2010 UWMP forecasts begin in 2015, and so on).

Consistent with the 2010 baseline data approach, the expected outcomes for reduced Delta reliance and improved regional self-reliance for 2015 and 2020 were taken from the City's 2010 and 2015

UWMPs, respectively. Expected outcomes for 2025-2045 are from the current 2020 UWMP. Documentation of the specific data sources and assumptions are included in the discussions below.

1.2.2 Service-Area Demands without Water Use Efficiency

In alignment with the Guidebook Appendix C, this analysis uses normal water-year demands, rather than normal water-year supplies, to calculate the expected outcomes in terms of the percentage of water used. Normal water-year demands serve as a proxy for the amount of supplies that would be used in a normal water-year, which helps alleviate issues associated with how supply capability is presented to fulfill the requirements of the UWMP Act versus how supplies might be accounted for to demonstrate consistency with WR P1.

Because WR P1 considers water use efficiency savings a source of water supply, water suppliers can calculate their embedded water use efficiency savings based on changes in forecasted per capita water use compared with the baseline. As explained in the Guidebook Appendix C, water use efficiency savings must be added back to the normal year demands to represent demands without water use efficiency savings accounted for; otherwise, the effect of water use efficiency savings on regional self-reliance would be overestimated. **Table 1** shows the results of this adjustment for the City. Supporting narratives and documentation for all the data shown in **Table 1** are provided below.

1.2.3 Service-Area Demands with Water Use Efficiency

The service-area water demands shown in **Table 1** represent the total municipal and industrial (M&I) water demands and non-potable demands for the City's retail service area.

The M&I demand data shown in Table 1 were collected from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 12** and **Table 24**
- **2015:** The City's 2010 UWMP, **Table 3-9** and **Table 5-4**
- **2020:** The City's 2015 UWMP, **Table 3-6** (DWR Table 4-3R)
- **2025–2045:** The City's 2020 UWMP, **Table 4-8** (DWR 4-3R)

1.2.4 Non-Potable Water Demands

The City owns and operates its own wastewater treatment and disposal facility, the Hale Avenue Resource Recovery Facility (HARRF). The HARRF produces secondary and tertiary treated effluent. The tertiary treatment system has a design flow capacity of 9 MGD and is designed to comply with State Water Resources Control Board (State Water Board) Division of Drinking Water (DDW) criteria for "disinfected tertiary recycled water."

The "disinfected tertiary recycled water" is used to meet recycled water demands. Currently, the City provides recycled water to 36 recycled water customers and Rincon del Diablo Municipal Water District (Rincon). The City's recycled water program is permitted under the San Diego Water Board Order No. R9-2010- 0032. Excess tertiary-treated wastewater is dechlorinated and discharged to an onsite pond. The onsite pond is tested for total chlorine residual prior to batch discharge to the Pacific Ocean along with secondary-treated wastewater. The City began serving recycled water to customers in 2004. Details on the HARRF and recycled water supply are discussed in **Chapter 6** of the City's 2020 UWMP.

The non-potable water demand data shown in Table 1 represents recycled water demand estimates from for use in the City's service area collected from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 24**
- **2015:** The City's 2010 UWMP, **Table 5-4**

- **2020:** The City's 2015 UWMP, **Table 3-6** (DWR Table 4-3R)
- **2025–2045:** The City's 2020 UWMP, **Table 4-8** (DWR 4-3R)

1.2.5 Potable Service-Area Demands with Water-Use Efficiency

The "Potable Service Area Demands with Water Use Efficiency" was calculated by subtracting the "Non-Potable Water Demands" from "Service Area Demands with Water Use Efficiency."

1.2.6 Service-Area Population

The population data shown in Table 1 were collected from the following sources:

- **Baseline (2010):** The City's 2010 UWMP, **Table 3-1**
- **2015:** The City's 2015 UWMP, **Table 2-2** (DWR Table 3-1R)
- **2020–2045:** The City's 2020 UWMP, **Table 3-2** (DWR Table 3-1R)

1.2.7 Estimated Water-Use Efficiency Since Baseline

The "Estimated Water Use Efficiency Since Baseline" was calculated using "Potable Service Area Demands with Water Use Efficiency" divided by "Service Area Population" and then comparing with 2010 "Per Capita Water Use."

1.2.8 Service-Area Water Demands without Water-Use Efficiency

In **Table 2**, the "Service Area Demands with Water Use Efficiency" was added to the "Estimated Water Use Efficiency Since Baseline" to obtain the "Service Area Water Demands without Water Use Efficiency Accounted For."

1.2.9 Supplies Contributing to Regional Self-Reliance

For a covered action to demonstrate consistency with the Delta Plan, WR P1 subsection (c)(1)(C) states that water suppliers must report the expected outcomes for measurable improvement in regional self-reliance. **Table 3** shows expected outcomes for supplies contributing to regional self-reliance in terms of volume. **Table 3** also represents efforts to improve regional self-reliance for the City's entire service area and includes the total contributions of the City and its customers. Supporting narratives and documentation for all the data provided in **Table 3** are described below.

The City relies on local supplies and imported water to meet potable demands. Raw imported water is supplied by the SDCWA and the San Luis Rey Indian Water Authority (SLRIWA). In 2017, the City started receiving water from the SLRIWA through the SDCWA. The City's local surface water is collected from the San Luis Rey River watershed. The City plans to use these supplies to meet current and future demands under normal, single-dry, and five consecutive dry years. Currently, the City produces "disinfected tertiary recycled water" to sell to its customers and other agencies. The City has future projects in the works to expand upon recycled water treatment and use to offset imported water usage in the future.

1.2.10 Water-Use Efficiency

The water-use efficiency information shown in **Table 3** is taken directly from **Table 1**.

1.2.11 Water Recycling

The water recycling values shown in **Table 3** are taken directly from the non-potable water demands in **Table 1**. The City is capable of producing more recycled water than the demand.

1.2.12 Local and Regional Water Supply and Storage Projects

As discussed above, the City relies on raw imported water and local surface water to meet its potable demands and is actively investing in local water projects.

The City's local water supplies are shown in Table 3, and data were from the following sources:

- **Baseline (2010):** The City's 2005 UWMP, **Table 4**
- **2015:** The City's 2010 UWMP, **Table 4-4** (same as Table 16 in 2010 Guidebook)
- **2020:** The City's 2015 UWMP, **Table 5-9** (DWR Table 6-9R)
- **2025–2045:** The City's 2015 UWMP, **Table 6-8** (DWR Table 6-9R)

1.3 Reliance on Water Supplies from the Delta Watershed

Metropolitan's service area, as a whole, reduces reliance on the Delta through investments in non-Delta water supplies, local water supplies, and regional and local demand management measures. Metropolitan's member agencies coordinate reliance on the Delta through their membership in Metropolitan, a regional cooperative providing wholesale water service to its 26 member agencies, which includes the SDCWA, who the City receives supplies from. Accordingly, regional reliance on the Delta can only be measured regionally — not by individual Metropolitan member agencies and not by the customers of those member agencies.

While Metropolitan's member agencies, and those agencies' customers, indirectly reduce reliance on the Delta through their collective efforts as a cooperative, they do not control the amount of Delta water they receive from Metropolitan. Metropolitan manages a statewide integrated conveyance system consisting of its participation in the State Water Project (SWP); its Colorado River Aqueduct (CRA), including Colorado River water resources, programs, and water exchanges; and its regional storage portfolio. Along with the SWP, CRA, storage programs, and Metropolitan's conveyance and distribution facilities, demand management programs increase the future reliability of water resources for the region. In addition, demand management programs provide system-wide benefits by decreasing the demand for imported water, which helps to decrease the burden on the district's infrastructure, reduce system costs, and free up conveyance capacity to the benefit of all member agencies.

Metropolitan's costs are funded almost entirely from its service area, except for grants and other assistance from government programs. Most of Metropolitan's revenues are collected directly from its member agencies. Properties within Metropolitan's service area pay a property tax that currently provides approximately 8% of the fiscal year 2021 annual budgeted revenues. The rest of Metropolitan's costs are funded through rates and charges paid by Metropolitan's member agencies for the wholesale services it provides to them. Thus, Metropolitan's member agencies fund nearly all operations Metropolitan undertakes to reduce reliance on the Delta, including Colorado River programs, storage facilities, local resources programs, and conservation programs within Metropolitan's service area.

Because of the integrated nature of Metropolitan's systems and operations, and the collective nature of Metropolitan's regional efforts, it is infeasible to quantify each of Metropolitan member agencies' individual reliance on the Delta. It is infeasible to attempt to segregate an entity and a system that were designed to work as an integrated regional cooperative.

In addition to the member agencies funding Metropolitan's regional efforts, they also invest in their own local programs to reduce their reliance on any imported water. Moreover, the customers of those member agencies may also invest in their own local programs to reduce water demand. However, to the extent those efforts result in reduction of demands on Metropolitan, that reduction does not equate to a like reduction of reliance on the Delta. Demands on Metropolitan are not commensurate with demands on the Delta because most of Metropolitan member agencies receive blended resources from Metropolitan as determined by Metropolitan — not the individual member agency — and for most member agencies, the blend varies from month-to-month and year-to-year due to hydrology, operational constraints, use of storage and other factors.

1.3.1 Programs Implemented by Metropolitan to Reduce Delta Reliance

As mentioned above, Metropolitan, SDCWA, the City, and other local agencies invest in local sources to reduce reliance on the Delta. However, the City purchases imported water from SDCWA while SDCWA wholesales water from Metropolitan. Because of the intricacies in these large systems and the blend of supplies, Appendix 11 of Metropolitan's 2020 UWMP summarizes the various programs Metropolitan has invested in to decrease reliance on the Delta.

Because of this infeasibility to separate out the individual member agency's reduced reliance on the Delta, Metropolitan has completed the analysis to demonstrate a regional wide reduction which is shown in **Table 4.**

1.4 Summary of Expected Outcomes for Reduced Reliance on the Delta

As stated in WR P1(c)(1)(C), the policy requires that, commencing in 2015, UWMPs include expected outcomes for measurable reduction in Delta reliance and improved regional self-reliance. WR P1 further states that those outcomes shall be reported in the UWMP as the reduction in the amount of water used, or in the percentage of water used, from the Delta.

The expected outcomes for the City's Delta reliance and regional self-reliance were developed using the approach and guidance described in Guidebook Appendix C issued in March 2021.

1.4.1 Regional Self-Reliance

The data used to demonstrate increased regional self-reliance in this analysis represent the total regional efforts of the City and its customers and were developed in conjunction with the SDCWA and Metropolitan as part of the UWMP coordination process.

The following provides a summary of the near-term (2025) and long-term (2045) expected outcomes for the City's regional self-reliance:

- **Near-term (2025)**: normal water-year regional self-reliance is expected to increase by about 15,903 AFY from the 2010 baseline; this represents an increase of about 29.9% of 2025 normal water year retail demands (**Table 3**)
- **Long-term (2045)**: normal water-year regional self-reliance is expected to increase by almost 26,275 AFY from the 2010 baseline; this represents an increase of about 39.8% of 2045 normal water year retail demands (**Table 3**).

The results show that the City and its customers are measurably reducing reliance on the Delta and improving regional self-reliance.

1.4.2 Reduced Reliance on Supplies from the Delta Watershed

For reduced reliance on supplies from the Delta Watershed, the data used in this analysis represent the total regional efforts of Metropolitan, the SDCWA, its member agencies and their customers (many of them retail agencies), and were developed in conjunction with the City and other Metropolitan member agencies as part of the UWMP coordination process (as described in Section 5 of Metropolitan's 2020 UWMP). In accordance with UMWP requirements, Metropolitan's member agencies and their customers (many of them retail agencies) also report demands and supplies for their service areas in their respective UWMPs. The data reported by those agencies are not additive to the regional totals shown in Metropolitan's UWMP, rather their reporting represents subtotals of the regional total and should be considered as such for the purposes of determining reduced reliance on the Delta.

While the demands that Metropolitan's member agencies and their customers report in their UWMP's are a good reflection of the demands in their respective service areas, they do not directly represent each water suppliers' individual contributions to reduced reliance on the Delta. To calculate and report their reliance on water supplies from the Delta watershed, water suppliers that receive water from the Delta through other regional or wholesale water suppliers would need to determine the amount of Delta water that they receive from the regional or wholesale supplier. Two specific pieces of information are needed to accomplish this. First, is the quantity of demands on the regional or wholesale water supplier that accurately reflect a supplier's contributions to reduced reliance on the Delta and second, is the quantity of a supplier's demands on the regional or wholesale water supplier that are met by supplies from the Delta watershed.

For water suppliers that make investments in regional projects or programs, it may be infeasible to quantify their demands on the regional or wholesale water supplier in a way that accurately reflects their individual contributions to reduced reliance on the Delta. Due to the extensive, long-standing, and successful implementation of regional demand management and local resource incentive programs in Metropolitan's service area, this infeasibility holds true for Metropolitan's members, as well as their customers. For Metropolitan's service area, reduced reliance on supplies from the Delta watershed can only be accurately accounted for at the regional level.

The results show that as a region, Metropolitan and its members (including the City) as well as their customers are measurably reducing reliance on the Delta and improving regional self-reliance.

1.5 UWMP Implementation

In addition to the analysis and documentation described above, WR P1 subsection (c)(1)(B) requires that all programs and projects included in the UWMP that are locally cost-effective, technically feasible, and reduce reliance on the Delta are identified, evaluated, and implemented consistent with the implementation schedule. WR P1 (c)(1)(B) states that

> *(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta[.]*

In accordance with Water Code Section 10631(f), water suppliers must already include in their UWMP a detailed description of expected projects and programs that they may implement to increase the amount of water supply available to them in normal and single-dry water years and for a period of drought lasting five consecutive years. The UWMP description must also identify specific projects, including a description of the increase in water supply that is expected to be available from each project, and include an estimate regarding the implementation timeline for each project or program.

Chapter 6 of the City's 2020 UWMP summarizes the implementation plan and continued progress in developing a diversified water portfolio to meet the region's water needs.

1.6 2015 UWMP Appendix H

The information contained in this appendix is also intended to be a new Appendix H to the City's 2015 UWMP consistent with WR P1 subsection (c)(1)(C) (Cal. Code Regs. tit. 23, § 5003). The City provided notice of the availability of the draft 2020 UWMP, 2021 WSCP, and the new Appendix H to the 2015 UWMP and held a public hearing to consider adoption of the documents in accordance with CWC Sections 10621(b) and 10642, Government Code Section 6066, and Chapter 17.5 (starting with Section 7290) of Division 7 of Title 1 of the Government Code. The public review drafts of the 2020 UWMP, Appendix H to the 2015 UWMP, and the 2021 WSCP were posted on the City's website, www.escondido.org/, in advance of the public hearing. The notice of availability of the documents was publicly noticed, as well as directly noticed to other agencies and counties within the City's service area. Copies of the notification letters are included in the 2020 UWMP **Appendix E and J**. Thus, this **Appendix B** to the City's 2020 UWMP, which was adopted with the City's 2020 UWMP, will also be recognized and treated as **Appendix H** to the City's 2015 UWMP.

The City held the public hearing for the draft 2020 UWMP, draft Appendix H to the 2015 UWMP, and draft 2021 WSCP on June 16, 2021, at 5:00 pm, held at 201 N. Broadway, Escondido, California, 92025. The City Council determined that the 2020 UWMP and the 2021 WSCP accurately represent the water resources plan for the City's service area. In addition, the City Council determined that this **Appendix B** (**Appendix H** to the 2015 UWMP) to the 2020 UWMP includes all the elements described in Delta Plan Policy WR P1, Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance (Cal. Code Regs. tit. 23, § 5003), which need to be included in a water supplier's UWMP to support a certification of consistency for a future covered action. As stated in Resolutions 2021-42, 2021-43 and 2021-44, the City Council adopted the 2020 UWMP, **Appendix H** to the 2015 UWMP, and the 2021 WSCP and authorized their submittal to the State of California. Copies of the resolutions are included in the 2020 UWMP **Appendix K**.

Table 1. Optional Calculation of Water Use Efficiency

Service Area Water Use Efficiency Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	54,405	37,550	24,903	29,774	30,191	33,922	34,267	35,263
Non-Potable Water Demands	10,076	4,800	3,000	3,935	4,105	7,585	7,665	7,745
Potable Service Area Demands with Water Use Efficiency Accounted For	44,329	32,750	21,903	25,839	26,086	26,337	26,602	27,518

Total Service Area Population	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Population	132,255	137,941	142,183	148,825	150,245	151,692	153,215	158,496

Water Use Efficiency Since Baseline (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Per Capita Water Use (GPCD)	299	212	138	155	155	155	155	155
Change in Per Capita Water Use from Baseline (GPCD)		(87)	(162)	(144)	(144)	(144)	(144)	(144)
Estimated Water Use Efficiency Since Baseline		13,485	25,754	24,044	24,273	24,507	24,753	25,606

Table 2. Calculation of Service Area Water Demands without Water Use Efficiency

Total Service Area Water Demands (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands with Water Use Efficiency Accounted For	54,405	37,550	24,903	29,774	30,191	33,922	34,267	35,263
Reported Water Use Efficiency or Estimated Water Use Efficiency Since Baseline		13,485	25,754	24,044	24,273	24,507	24,753	25,606
Service Area Water Demands without Water Use Efficiency Accounted For	54,405	51,035	50,657	53,818	54,464	58,429	59,019	60,869

Table 3. Calculation of Supplies Contributing to Regional Self-Reliance

Water Supplies Contributing to Regional Self-Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Use Efficiency	-	13,485	25,754	24,044	24,273	24,507	24,753	25,606
Water Recycling	10,076	4,800	3,000	3,935	4,105	7,585	7,665	7,745
Stormwater Capture and Use								
Advanced Water Technologies								
Conjunctive Use Projects								
Local and Regional Water Supply and Storage Projects	7,000	4,964	7,260	5,000	5,000	9,000	10,000	10,000
Other Programs and Projects the Contribute to Regional Self-Reliance								
Water Supplies Contributing to Regional Self-Reliance	17,076	23,249	36,014	32,979	33,378	41,092	42,418	43,351

Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	54,405	51,035	50,657	53,818	54,464	58,429	59,019	60,869

Change in Regional Self Reliance (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies Contributing to Regional Self-Reliance	17,076	23,249	36,014	32,979	33,378	41,092	42,418	43,351
Change in Water Supplies Contributing to Regional Self-Reliance		6,173	18,938	15,903	16,302	24,016	25,342	26,275

Percent Change in Regional Self Reliance (As Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies Contributing to Regional Self-Reliance	31.4%	45.6%	71.1%	61.3%	61.3%	70.3%	71.9%	71.2%
Change in Percent of Water Supplies Contributing to Regional Self-Reliance		14.2%	39.7%	29.9%	29.9%	38.9%	40.5%	39.8%

Table 4. Calculation of Reliance on Water Supplies from the Delta Watershed

Water Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
CVP/SWP Contract Supplies	1,472,000	1,029,000	984,000	1,133,000	1,130,000	1,128,000	1,126,000	1,126,000
Delta/Delta Tributary Diversions								
Transfers and Exchanges	20,000	44,000	91,000	58,000	52,000	52,000	52,000	52,000
Other Water Supplies from the Delta Watershed								
Total Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000

Service Area Water Demands without Water Use Efficiency (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Service Area Water Demands without Water Use Efficiency Accounted For	5,493,000	5,499,000	5,219,000	4,938,000	5,019,000	5,143,000	5,248,000	5,361,000

Change in Supplies from the Delta Watershed (Acre-Feet)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Water Supplies from the Delta Watershed	1,492,000	1,073,000	1,075,000	1,191,000	1,182,000	1,180,000	1,178,000	1,178,000
Change in Water Supplies from the Delta Watershed		(419,000)	(417,000)	(301,000)	(310,000)	(312,000)	(314,000)	(314,000)

Percent Change in Supplies from the Delta Watershed (As a Percent of Demand w/out WUE)	Baseline (2010)	2015	2020	2025	2030	2035	2040	2045 (Optional)
Percent of Water Supplies from the Delta Watershed	27.2%	19.5%	20.6%	24.1%	23.6%	22.9%	22.4%	22.0%
Change in Percent of Water Supplies from the Delta Watershed		-7.6%	-6.6%	-3.0%	-3.6%	-4.2%	-4.7%	-5.2%

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Current Business Item No. 12 **June 16, 2021** **File No. 0800-90**

SUBJECT: Review of Draft Community Choice Energy Technical Feasibility Study

DEPARTMENT: Community Development Department

RECOMMENDATION:

It is requested that the City Council receive the Community Choice Aggregation/Energy ("CCA/CCE") Technical Feasibility Study (Attachment 1) and provide input to staff and consultants.

FISCAL ANALYSIS:

Funding was approved on June 12, 2019, with the FY 2019/2020 operating budget, appropriating $50,000 to prepare the study. The City of Escondido's ("City") share of the total cost to perform the study with the Cities of Vista and San Marcos ("Partner Cities") was $21,021. The cost allocated for each city was calculated based on the respective share of energy loads from each of the three cities. If the City opts to develop a CCA/CCE program, the total cost of the feasibility study may be repaid to all participating cities, including Escondido, from the revenues generated by the CCA/CCE.

Should the City Council decide to continue its evaluation of CCA/CCE, and ultimately decide to proceed toward CCA/CCE implementation, additional analysis would be required to fully understand the fiscal impacts of CCA/CCE. Based on discussions with other cities that have entered CCA/CCE or pursuing CCA/CCE, it is anticipated that significant staff time will be required during the preliminary phase of program implementation should the City Council decide to move forward with establishing and launching a CCA/CCE.

PREVIOUS ACTIONS:

On July 17, 2019, the City Council adopted Resolution No. 2019-94 to approve the release of a Request for Proposals ("RFP") for a joint CCA/CCE feasibility study.

On January 22, 2020, the City Council authorized the City Manager to execute a cost sharing agreement with the Partner Cities with EES Consulting, Inc. to prepare the feasibility study.

On March 10, 2021, the City Council adopted the 2021 Climate Action Plan ("CAP") which provided the specific actions that the City would do to address climate change and reduce its greenhouse gas ("GHG") emissions. One measure included was Measure E-5.3 (Increase Grid-Supply Renewable and/or Zero-Carbon Electricty), which included an action to complete a CCA/CCE feasibility study in 2021.

BACKGROUND/ANALYSIS:

The draft study evaluates the financial feasibility of a potential CCE for Partner Cities. California Assembly Bill 117 allows local governments to form CCA/CCE programs that offer an alternative electric power option to constituents currently served electric power by investor-owned utilities ("IOUs"). Under the CCA/CCE model, local governments purchase and manage their community's electric power supply, sourcing power from a preferred mix of traditional and renewable generation sources, while the incumbent IOU continues to provide distribution service. This provides cities and counties the opportunity to design and potentially reduce retail rates for their constituents, promote local economic development and offer a cleaner power supply, which may align with climate action planning goals.

The CCA/CCE Technical Feasibility Study prepared for the Partner Cities (Attachment 1) estimates the costs of launching and operating a CCA/CCE for the Partner cities and resulting rates and compares these rates to a SDG&E rate forecast through Year 2030. The Technical Feasibility Study found that a CCA/CCE program with the Partner Cities is financially feasible for all three cities and their respective resource portfolios. Furthermore, the third resource portfolio would meet the City's CAP goal of achieving 100% renewable electricity supply by the Year 2030. The Technical Feasibility Study also assessed the feasibility of each Partner City forming its own CCA/CCE, called an "Enterprise Program." The results indicate all three cities could form a financially feasible CCA/CCE offering retail rates at least 2% lower than SDG&E rates.

The Technical Feasibility Study was prepared by EES Consulting, Inc., in consultation with City staff from the Partner Cities. On June 16, 2021, EES Consulting, Inc. will provide City Council with an overview of the results from the Technical Feasibility Study.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action before the Planning Commission is exempt from further California Environmental Quality Act ("CEQA") review, as separate and independent bases, pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies) and section 15306 (Information Collection). This organizational and administrative activity relates to the ongoing study and evaluation of the feasibility of moving forward with various policies or programs related to CCA/CCE. The CCA/CCE Technical Feasibility Study is a data-gathering effort in support of implementing the City's adopted CAP. The Technical Feasibility Study was specifically referenced as an action item in the CAP; and a program would help the City meet greenhouse gas emissions reduction targets and goals established in the CAP. Further, the Technical Feasibility Study considers environmental factors, will not have a legally binding effect on any later activities, and does not itself result in a serious or major disturbance to an environmental resource. The June 16, 2021 Agenda Report is for information purposes only, and does not commit the City to a course of action that could adversely impact the environment.

As a matter of background, the City prepared a Final Initial Study and Mitigated Negative Declaration ("IS/MND") to support the adoption of a CAP (SCH No. 2020079003) and the City Council adopted it per Resolution No. 2021-37. The CAP provides a range of adaptation strategies and measures as an additional component to climate action planning, as parts of a chain of events. Because sufficiently

comprehensive and specific levels of analysis was prepared to support the IS/MND process, the City doesn't need to conduct further environmental review of CAP implementing activities (range of adaptation strategies and measures). These individual activities are adequately covered by the adopted Final IS/MND and may be carried out under the same authorizing authority, having generally similar environmental effects that can be mitigated in similar ways. Therefore, should the City Council decide to continue its evaluation of CCA/CCE, and ultimately decide to proceed toward CCA/CCE implementation, the environmental analysis would be covered adequately by the adopted Final IS/MND.

CONCLUSION:

Each of the Partner Cities are providing updates and presentations to their respective city councils and asked to provide input to staff and consultants. If any of the Partner Cities are interested in pursuing a CCA/CCE further, they would then explore the governance options introduced in the Technical Feasibility Study. The City of Vista City Council received and filed the Technical Feasibility Study report on June 1 and provided direction to staff to move forward and explore governance options. A presentation to the City of San Marcos City Council is expected to occur later this month.

Upon receiving direction from City Council, staff will notify the Partner Cities of the City's decision regarding the EES proposal to evaluate CCA/CCE program governance options. The city would then release a request for interest ("RFI") to gather information from other potential city partners in forming a CCA/CCE. Should the City Council decide to participate and want to move forward with analyzing program governance options, staff will enter into negotiations with the Partner Cities to complete the amendment to the CCA/CCE study cost share agreement.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:
Mike Strong, Director of Community Development
06/09/21 5:26 p.m.

ATTACHMENTS:

1. Attachment "1" - CCA/CCE Technical Feasibility Study

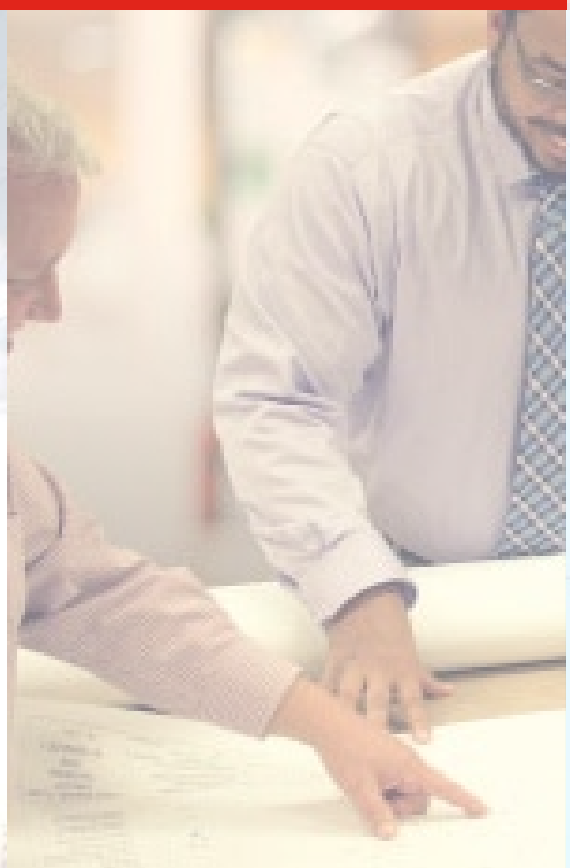
Attachment "1"

PREPARED BY EES CONSULTING

Community Choice Aggregation Technical Feasibility Study

Prepared for the Cities of Escondido, San Marcos, and Vista

May 24, 2021



EES Consulting
a GDS Associates Company

Attachment "1"

EES Consulting
a GDS Associates Company

Gary Saleba, Executive Consultant
gary.saleba@gdsassociates.com
cell 425-260-6678

May 24, 2021

Mr. John Conley
Community Development Director
City of Vista
200 Civic Center Drive
Vista, CA 92084

SUBJECT: CCA Technical Feasibility Study

Dear Mr. Conley:

Please find attached the Community Choice Aggregation (CCA) Technical Feasibility Study (Study) for the cities of Escondido, San Marcos, and Vista.

We very much appreciate all the effort your project team has spent on the Study, and we hope this report is useful as the Cities evaluate CCA program implementation.

Very truly yours,

Gary Saleba
EXECUTIVE CONSULTANT

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY 1
1.1 Background on CCA Business Model 2
1.2 Overview of Study Purpose and Analytical Construct 4
1.3 Study Assumptions and Scenarios 4
1.4 Key Findings 6
1.5 Governance 8
1.6 Risks 10
1.7 Conclusions 11
2 INTRODUCTION 12
2.1 History of CCA in California 12
2.2 CCA Programs and Status of Pending CCAs 12
2.3 CCA and Climate Action Plans 14
2.3.1 Time-of-Use (TOU) Rates 15
2.3.2 CCA Regulations 15
2.4 Study Methodology 16
3 LOAD REQUIREMENTS 18
3.1 Historical Consumption 18
3.2 CCA Participation Rates 20
3.3 Conceptual CCA Launch 21
3.4 Forecast Consumption and Customers 21
3.5 Load Summary 22
4 POWER SUPPLY STRATEGY AND COSTS 23
4.1 Resource Strategy 23
4.1.1 Statewide IRP Results 23
4.1.2 CCA Power Portfolios 24
4.2 Projected Power Supply Costs 26
4.2.1 Market Purchases 26
4.2.2 Renewable Energy 27
4.2.3 Renewable Energy Credits (RECs) 29
4.2.4 Ancillary Service Costs 30

4.2.5 Resource Adequacy ***31***
4.2.6 Power Management/Schedule Coordinator ***32***
4.3 Resource Portfolios 33
4.3.1 Renewable PPA Pricing ***33***
4.4 20-Year Levelized Portfolio Costs 35
4.5 Resource Strategy 35
5 COST OF SERVICE 37
5.1 Cost of Service for CCA Operations 37
5.2 Non-Power Supply Costs 37
5.2.1 Estimated Staffing Costs ***38***
5.2.2 General and Administrative Costs and Membership ***38***
5.2.3 Outside Consultant Costs ***38***
5.2.4 SDG&E Fees ***38***
5.2.5 Uncollectible Costs ***39***
5.3 Financial Reserves 39
5.4 Financing Costs 40
5.4.1 Cash Flow Analysis and Working Capital ***40***
5.4.2 Total Financing Requirements ***41***
5.4.3 Current CCA Funding Landscape ***41***
5.4.4 CCA Financing Plan ***43***
6 RATE COMPARISON 44
6.1 Rates Paid by SDG&E Bundled Customers 44
6.2 Rates Paid by CCA Customers 44
6.2.1 Power Charge Indifference Adjustment ***44***
6.3 Retail Rate Comparison 45
7 ENVIRONMENTAL AND MACROECONOMIC IMPACTS 47
7.1 Impact of Resource Plan on Greenhouse Gas (GHG) Emissions 47
7.2 Local Resources/Behind the Meter CCA Programs 47
7.3 Economic Development Rate Incentive 48
7.4 Net Energy Metering (NEM) Program 48
7.5 Feed-in Tariffs 49
7.6 Local Generation Resources Development 49

7.7 Electric Vehicle (EV) Programs and Charging Stations 49
7.8 Low Income Programs 50
7.9 Economic Impacts in the Community 50
8 SENSITIVITY AND RISK ANALYSIS 53
8.1 No Action Option Review 53
8.2 CCA Risk Analysis 53
8.3 SDG&E Rates and Surcharges 57
8.3.1 Generation Rate 57
8.3.2 PCIA 57
8.4 Regulatory Uncertainties 58
8.5 Power Supply Cost Risk 58
8.5.1 Price Volatility 58
8.5.2 Procurement 61
8.6 Financial Risks 61
8.7 Loads and Customer Participation Rates 61
8.8 Sensitivity Results 62
9 CCA GOVERNANCE OPTIONS 64
9.1 Enterprise CCA 64
9.2 VSME Partner JPA CCA 64
9.3 San Diego Community Power 65
9.4 Clean Energy Alliance (CEA) 66
9.5 Summary Observations on Governance Options 66
9.6 CCA Operational Options 67
10 CONCLUSIONS AND RECOMMENDATIONS 68
10.1 Local Control 68
10.1.1 Energy Programs 68
10.2 Findings and Conclusions 69
10.3 Summary and Next Steps Timeline 69
11 APPENDIX A – BASE CASE PRO FORMA ANALYSES 71
12 APPENDIX B – GLOSSARY 75
13 APPENDIX C – IMPLEMENTATION SCHEDULE 80

1 Executive Summary

Since the State's first Community Choice Aggregation (CCA program was launched in Marin County in 2010, many communities across the state have benefitted from reduced electricity costs and community-specific activities and programs associated with CCA operations. To date, 23 CCAs comprising multiple counties and cities are operating; and even more are scheduled to commence operations in 2021 and 2022.

Under the CCA business model, local governments purchase and manage their community's electric power supply by sourcing power from a preferred mix of traditional and renewable energy sources, while the incumbent investor-owned utility (IOU), in this case San Diego Gas and Electric (SDG&E), continues to provide distribution and billing service.

To better understand the benefits and risks associated with CCA programs, the cities of Escondido, San Marcos, and Vista (VSME Partners) selected EES Consulting (EES) to prepare this Study that assesses the technical feasibility of CCA operations as a mechanism to provide choice to customers, lower their electricity rates, and contribute toward achieving the VSME Partners' Climate Action Plan (CAP) targets for greenhouse gas reduction. CAP goals for each VSME City are summarized below.

- The City of Vista will join a program (e.g., CCA) to increase the renewable or zero-carbon electricity supplied to the city to 90%, reducing citywide emissions by approximately 28,300 MTCO2e in 2030.[1]
- The City of San Marcos intends achieve 95% zero carbon electricity by 2030 for a reduction of 34,336 $MTCO_2$.[2]
- The City of Escondido intends to reduce GHG emissions through energy efficiency and renewable energy choice (100% renewable energy by 2030).[3] Both of these measures could be promoted through CCA.

This Study evaluates the technical (economic) feasibility of a VSME Partner CCA as well as for each VSME City individually. The study does not assume that the cities will enter into joint decision-making based on the results. Each VSME City can choose to remain with bundled service through SDG&E, form its own city-only CCA, participate in the creation of a new CCA, or join an existing CCA.

---

[1] Measure E-4 Page ES-5 City of Vista Climate Action Plan. October 2019. Available at: https://www.cityofvista.com/Home/ShowDocument?id=20634

[2] City of San Marcos Climate Action Plan. December 14, 2020. Available at: https://www.san-marcos.net/departments/development-services/planning/climate-action-plan

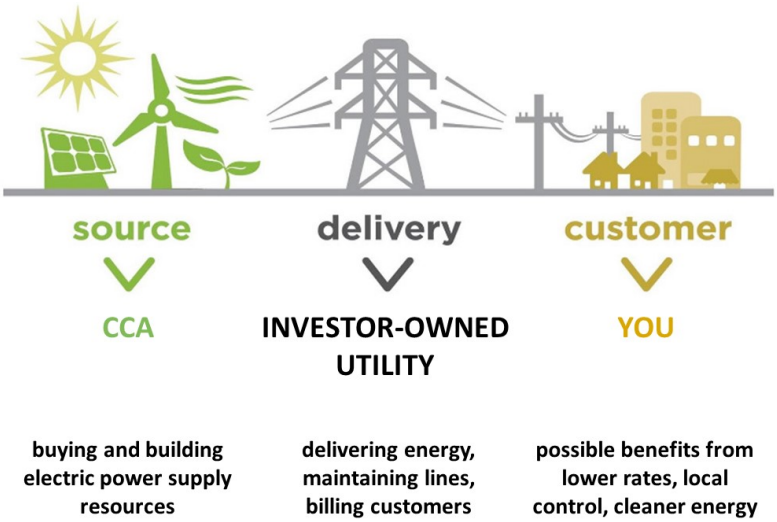
[3] City of Escondido Climate Action Plan. Page 3-17. Available at : https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/Final/ResolutionExAEscondidoCAP3GHGReduction_FINAL3.pdf

1.1 BACKGROUND ON CCA BUSINESS MODEL

California Assembly Bill 117 allows local governments to form CCAs that offer an alternative electric power supply option to constituents currently served by IOUs. CCAs face the same requirements for renewable energy purchases as the incumbent IOUs and other public utilities; however, many CCA programs can offer power content that has a greater share of renewable energy compared with the incumbent utility and at lower retail rates.

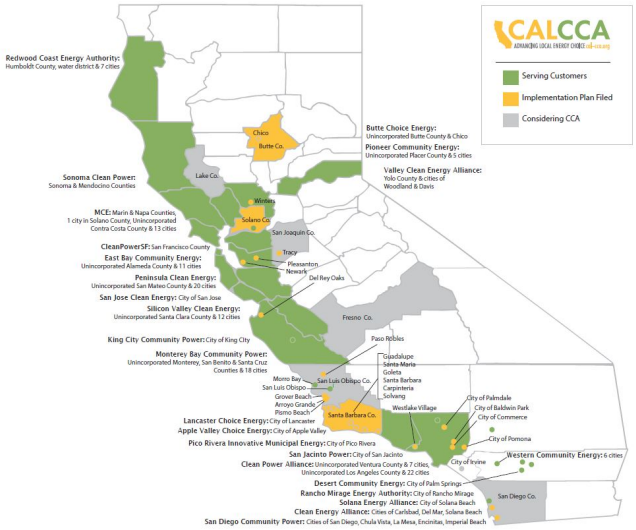
Figure 1-1 illustrates how CCAs function within the traditional electric utility industry supply infrastructure.

FIGURE 1-1. CCA BUSINESS MODEL CONSTRUCT



As illustrated in Figure 1-2 below, there are currently 23 operational CCAs in the state, serving more than 11 million customers.

FIGURE 1-2. CCA LOCATIONS



The 23 operational CCAs vary widely in size and governance structure. Table 1-1 summarizes the existing CCAs relative size on internal governance structures. The Hybrid governance refers to an enterprise CCA where administration costs are shared with other CCAs through a JPA. For comparison, the VSME Partner estimated participating load is 1,600 GWh.

TABLE 1-1. CCA PROGRAM SIZE AND OPERATIONAL STRUCTURE

CCA Name	2021 GWh Load	Service Location	Operational Structure	Inception Date
Clean Power Alliance	11,113	SCE	JPA	2018
San Diego Community Power[1]	7,407	SDG&E	JPA	2021
East Bay Community Energy	5,951	PG&E	JPA	2018
MCE	5,879	PG&E	JPA	2010
Central Coast Community Energy	4,507	PG&E and SCE	JPA	2018
San Jose Clean Energy	4,462	PG&E	Enterprise	2018
Silicon Valley Clean Energy	3,991	PG&E	JPA	2017
Orange County Power Authority	3,692	SCE	JPA	2022
Peninsula Clean Energy	3,290	PG&E	JPA	2016
CleanPowerSF	3,083	PG&E	Enterprise	2016
Sonoma Clean Power	2,335	PG&E	JPA	2014
Western Community Energy	1,575	SCE	JPA	2020
Desert Community Energy	1,433	SCE	JPA	2020
Pioneer Community Energy	1,187	PG&E	JPA	2018
Butte Choice Energy Authority	1,123	PG&E	JPA	2023
Clean Energy Alliance[1]	929	SDG&E	JPA	2021
Valley Clean Energy	737	PG&E	JPA	2018
Redwood Coast Energy Authority	631	PG&E	JPA	2017
Lancaster Choice Energy	551	SCE	Hybrid	2015
Pomona Choice Energy	409	SCE	Hybrid	2020
Rancho Mirage Energy Authority	266	SCE	Hybrid	2018
Pico Rivera Innovative Municipal Energy	243	SCE	Hybrid	2017
Baldwin Park	241	SCE	Hybrid	2020
Apple Valley Choice Energy	235	SCE	Hybrid	2017
San Jacinto Power	160	SCE	Hybrid	2018
Solana Energy Alliance[2]	60	SDG&E	Enterprise	2018
King City Community Power	34	PG&E	Enterprise	2018

1. Load is forecast 2022 after all currently scheduled enrollments are completed
2. Part of CEA beginning in 2021

It should be noted that the CCA business model was first applied in Marin County roughly 10 years ago by establishing Marin Clean Energy. Since this first CCA formation, another 23 have been launched. All of these CCAs have operated successfully. As indicated above, at least 2 additional CCAs are planning to launch in 2022 and 2023.

Other potential partnerships exist in the San Diego region as three other jurisdictions continue to evaluate CCA programs including the City of Santee, City of Oceanside, and County of San Diego. At the time of this study, these entities have not yet established a clear path for either joining an existing CCA or establishing a new program.

1.2 OVERVIEW OF STUDY PURPOSE AND ANALYTICAL CONSTRUCT

The purpose of this study is to: estimate all CCA operating costs (including power supply, labor, consultants, regulatory, legal, financing), calculate anticipated CCA revenues by projecting customer rates, determine if projected revenues can cover estimated operating costs and whether projected CCA rates are comparable to or lower than projected SDG&E rates. The Study's power supply options are consistent with the VSME Partner Climate Action Plan (CAP) goals to achieve up to 100% renewable electricity by 2030.[4] Risks are assessed through a sensitivity analysis on key input variables. The Study also looks at various governance options.

In order to determine the technical and financial feasibility of a CCA in the participating cities' service territory (VSME Partner CCA), a comparison of SDG&E rates versus corresponding rates for a Partner CCA must be undertaken. If a VSME Partner CCA can provide electricity at a lower price than SDG&E, the CCA business model is deemed to be technically and financially feasible. Within this Study, a forecast of SDG&E and VSME Partner CCA rates is performed. The details of this comparison are provided within this Study. This Executive Summary contains the highlights of the Study. The balance of this Study discusses the details of this rate comparison, then continues to discuss a VSME Partner CCA's environmental, economic, governance and operational relative attributes. A glossary of terms and acronyms is available in Appendix D at the end of this Study.

1.3 STUDY ASSUMPTIONS AND SCENARIOS

Electrical usage data for all residences and businesses located within the Cities' incorporated areas was provided by SDG&E. Figures 1-3 and 1-4 show the forecast energy consumption by electric accounts in the incorporated areas. Residential, commercial and industrial customers make up the majority of energy use. Street lighting and agricultural use make up the balance of energy use with the latter stemming primarily from irrigation load.

[4] Individual city goals are Vista: 90% by 2030, San Marcos: 95% by 2030, and Escondido: 100% GHG free by 2030.

FIGURE 1-3. FORECAST CCA SERVICE AREA LOAD

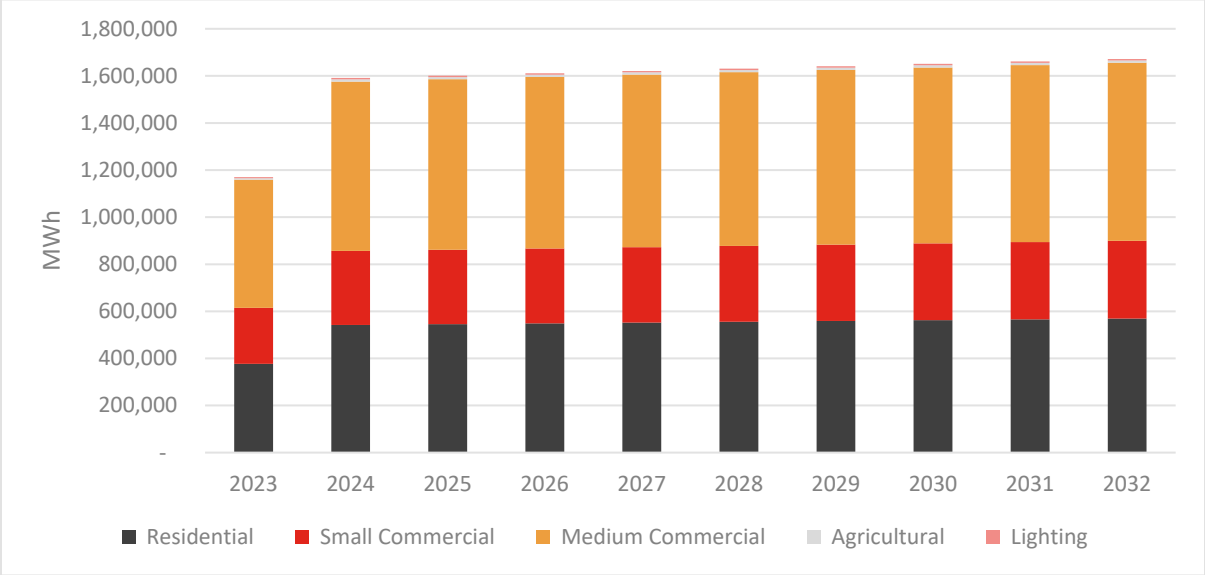
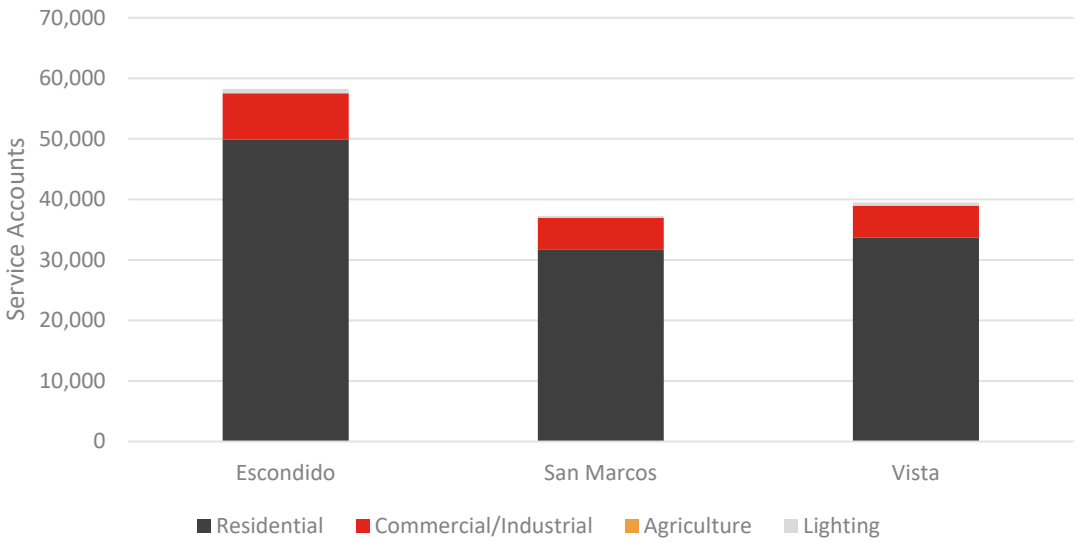


FIGURE 1-4. 2023 FORECAST SERVICE ACCOUNTS



Electricity can be produced in several ways. In California, electricity was historically produced using nuclear, natural gas, coal and hydro resources. More recently, renewable resources, such as solar, wind, and geothermal have increasingly been used to generate electricity. These renewable resources and power provided from hydrologic facilities are also greenhouse gas (GHG) free. These attributes are considered in the CCA power portfolio analysis in this study.

At this time, SDG&E's standard power supply offering is 44% from renewable resources. In California, most renewable energy comes from solar and wind generation. SB 100, adopted in 2018, accelerates the State-mandated Renewable Portfolio Standard (RPS) obligations as follows:

- 44% from renewable sources by 2024
- 52% from renewable sources by 2027
- 60% from renewable sources by 2030
- 100% GHG free electricity by 2045

While a high-level analysis of all CCA governance options are evaluated here, the Study's base-line calculations assume the Cities will proceed with a VSME Partner CCA operating as a standalone entity. As described in further detail in the Governance section of this report, this option is commonly called the Enterprise CCA business model. The Study also assumes that the VSME Partner CCA would purchase power supply options in compliance with the cities' CAP measure to achieve 90-100% renewable energy(or GHG free energy) by 2030. This level of renewable energy will exceed SB 100's 2030 targets of 60% renewable. The VSME Partner CCA will also meet SB 350 requirements requiring 65% of renewable energy be met by long-term (10 or more years) power supply contracts and comply with all other related California Public Utility Commission (CPUC) regulations. The Study compares VSME Partner CCA rates to forecasted SDG&E rates. All rate discounts or bill savings referenced throughout the Study are the savings off the total SDG&E rate which includes energy supply, transmission, distribution, and other charges.

To provide information about cost differences among renewable resource portfolios, this Study analyzes three power supply scenarios detailed in Table 1-2 for the VSME Partner CCA option. Additional portfolios are specifically analyzed for individual city CCA feasibility.

TABLE 1-2. VSME PARTNER CCA RESOURCE PORTFOLIOS

	% Renewable[1] at Launch (2023)	% Renewable in 2030
Scenario 1: 60% Renewable (RPS Compliant) Portfolio	41%	60%
Scenario 2: 90% Renewable by 2030 (Base Case) Portfolio	75%	90%
Scenario 3: 100% Renewable Portfolio	100%	100%

[1]Renewable includes only RPS eligible resources. For this study, all eligible renewable resources are also greenhouse gas (GHG) free. Where renewables don't meet the CPUC's GHG free definition, GHG free attributes are purchased through a $/MWh adder.

It is assumed throughout this Study that Scenario 2 is the "base case". Scenario 2 is also consistent with the City of Vista's 90% renewable by 2030 CAP goal. Scenario 3 would meet or exceed CAP goals for both San Marcos and Escondido. The results later show that portfolio choice between 90% and 100% renewable does not significantly impact the financial feasibility.

1.4 KEY FINDINGS

The Study results show that a VSME Partner CCA is financially feasible and can provide the following benefits:

- Each VSME City could establish its own technically and financially sound CCA program and have local control of its own power supply. Each VSME City's respective CAP goal for GHG free or renewable power supply can be met under current market conditions while providing an estimated 2% rate discount when compared with SDG&E bundled rates.

- Establishing a VSME Partner CCA reduces start-up costs compared with each VSME City establishing its own program and provide economy of scale savings. CCA start-up costs are estimated at $600,000 for each program. Additionally, the VSME Partner CCA will need roughly $18M in cash working capital,

collateral, and start-up costs. Most of this is assumed to be financed externally. Both the initial start-up costs and cash working capital loans are forecasted to be fully repaid within the first five years of the VSME Partner CCA operations.

- Under Scenarios 2 and 3, which are consistent with the VSME City CAP goals,, CCA customer bills are predicted to be 2% lower than forecasted SDG&E total bills for the first 5-years of CCA operation.

- Under a VSME Partner CCA Program, electricity cost savings are estimated at $9.3 million per year over the next ten years for residents and businesses located within the Cities.

- In order to assess the risks associated with operating a CCA, the Study analyzed CCA rate results under scenarios with high and low participation rates, high and low market power supply costs, and high and low SDG&E departing load charges (Power Charge Indifference Adjustment, PCIA). The findings identify key risks with regard to stranded cost recovery and power supply costs. The Study's section on Risks and Sensitivity Analysis describes the magnitude of those risks and measures for mitigating those risks. There are some, scenarios where the CCA costs exceed the headroom available between SDG&E generation rates and the exit fees charged by SDG&E to CCA customers.

- The VSME Partner CCA will have a 10-year average annual surplus revenue stream of $15.5 million ($1.6 M/year). After financial reserves are collected, $14 million of this revenue stream can be used for customer-related programs such as:
  - Energy efficiency programs.
  - Local renewable energy resource programs, such as renewable energy generation and net metering.
  - Rate savings are estimated at 2% of total electric bills, or 4.5% savings off generation rates.
  - The VSME Partner CCA could trade off energy program funding for rate savings or vice versa.

- The Study uses an economic input/output model (IMPLAN) to estimate the economic impacts of CCA-related rate savings. The rate savings to customers under the VSME Partner CCA would additionally result in local economic development benefits, such as 113 new jobs and a total of $9.3 million in additional annual economic output.

- If the VSME Partner CCA would have full control over its power supply purchases and could create a power supply mix that meets each of the cities CAP goals. The cost for power supply can be allocated to each city/rate product to recover costs fairly and equitably.

Table 1-3 shows Key Operating Figures for a VSME Partner CCA and the three individual Enterprise CCAs (each VSME City establishes its own program).

TABLE 1-3. VSME PARTNER CCA KEY OPERATING FIGURES

Power Supply Portfolio Scenario:	VSME Partner CCA : 90% Renewable Portfolio	City of Vista Enterprise CCA: 90% Renewable Portfolio	City of San Marcos Enterprise CCA: 95% Renewable Portfolio	City of Escondido Enterprise CCA:100% Renewable Portfolio
2024 Operating Budget, $ million	$105	$31	$31	$46
2024 Revenues, $ million	$118	$32	$32	$50
2024 Load Served, GWh	1,527	484	431	666
Startup Loan (Including Pre-Startup Costs and Working Capital, Collateral), $ million	$18	$9	$9	$9
Startup Loan and repayment, years	5	5	5	5
Average Rate Discount, %	2.1%	2.0%	2.0%	2.0%

1.5 GOVERNANCE

The following portion of the executive summary is an introduction to the governance component of the Business Plan focusing on governance options.

If the cities choose to implement a CCA, they each must select an appropriate governance structure. This Study evaluated the following four governance options:

- Enterprise CCA – Each of the VSME Cities operates its own CCA as a city department. Under this option there could be multiple organizational structures. For example, the enterprise CCAs could join together or with other individual CCAs under a JPA for sharing certain CCA operating costs and services. Administration costs are shared but power supply mix, rates, and potentially other programs are unique to each member CCA.
- Partner Joint Powers Authority (JPA) CCA – The VSME Cities partner together or with other public agencies to form a single CCA governed under a JPA. Additional potential partners may include the City of Oceanside, Unincorporated County of San Diego, City of Santee, or others. As of this writing, none of the cities have committed to a partner, or have submitted an Implementation Plan to the CPUC; however, the named potential partners are all jurisdictions who have analyzed CCA through their own feasibility studies.
- Joining Existing JPA in or outside SDG&E Service Area
  - San Diego Community Power – JPA consisting of the Cities of San Diego, Encinitas, Chula Vista, La Mesa, and Imperial Beach. This program is scheduled to launch in 2021 and will be the largest CCA in the SDG&E service area.
  - Clean Energy Alliance – JPA consisting of the Cities of Carlsbad, Del Mar, and Solana Beach. This new CCA will launch in 2021 and will include customers currently served by Solana Energy Alliance (SEA) a currently operating CCA in San Diego County.
  - CCA outside SDG&E Service Area – Other potential partners include jurisdictions in other IOU service areas. Central Coast Community Energy will be the first CCA to serve customers across 2 IOU service areas in 2021. Other operating JPAs may be interests in expanding to the SDG&E service area as well including the newly formed Orange County Power Authority.

A summary of key findings for each governance option is provided in Table 1-4. If the cities were to join an existing JPA, there will likely be a cost to join. The specific costs would be unique for each situation and are not provided below.

TABLE 1-4. GOVERNANCE OPTIONS SUMMARY

	Enterprise CCA	Three City JPA CCA
Pre-Launch Costs	$600,000 each City	<=$600,000 Total
Start-Up Costs, Working Capital, and Collateral (Financed)	Escondido: $9 million	$18 million
	San Marcos: $9 million	
	Vista: $9 million	
Estimated Bundled Rate Discount	2%	At least 2%
Probable Launch Date	2023	2023
Power Supply Cost Allocation and Program Customization	Individual	Shared or Individual

The Pre-launch Costs estimated at $607,000 million are detailed in Table 1-5 for a launch date of April 2023. These pre-launch costs for start-up are the minimum funds needed to launch a CCA program. These costs assume deferred consultant costs until launch and member city staff support rather than hiring program staff. CCAs that hire program staff immediately typically spend between $1.5 and $2.5 million in the year prior to launch.

TABLE 1-5. START-UP COST ESTIMATES

CPUC Bond	$147,000
SDG&E Fees	$10,000
Staffing	$150,000
Consultants	$300,000
Total	**$607,000**

Enterprise CCA – A city-only Enterprise CCA retains the greatest amount of local control for programs, organization, and power supply. Surplus revenues above what is needed to run the CCA program remain under the cities' direct control. Power supply choice, rate discounts, customer program designs, marketing, and outreach are customized to the Cities' needs. The Enterprise CCA option is well suited for jurisdictions that are large enough to operate individually and may not find partners with similar goals and demographics. The City of San Jose, for instance, set up an Enterprise CCA that is functioning smoothly. Various mechanisms are available to shield the general fund from liability associated with an Enterprise CCA, including fund segregation, contractual protections, and insurance, which can be addressed in more detail by the Cities' Counsel and staff. This option also requires the Cities to secure or provide the $600,000 in pre-launch funding. . A CCA's working capital is typically financed externally, and options for financing the pre-launch costs are also available.

Once an Enterprise CCA is formed, it could then partner with other cities to form a JPA to share overhead costs (Enterprise JPA). Under this type of JPA, each member is its own CCA and chooses its own power supply portfolio, retail rate design, customer program development, CCA branding, and CCA marketing and outreach. Some administration costs can be shared in this model, such as power supply procurement, scheduling and dispatch, data management, integrated resource planning, regulatory services, and customer programs development and implementation. The Enterprise JPA model is made up of individual CCAs; therefore, contracts for the services just described are entered into by each CCA either directly with each service provider or through the JPA. For example, a three-member JPA would have a single contract manager administering three separate power contracts—one for each CCA—as opposed to three

individual contract managers each administering a single contract. This structure allows for the sharing of some overheads.

VSME Partner JPA CCA – The cities could form a CCA with other jurisdictions under a JPA. This would include jurisdictions in the region that do not want to pursue their own CCA or join the other existing CCAs. Under this option, the governing body of each member would pass an ordinance to approve joining a VSME Partner-developed JPA CCA. The JPA operates as its own entity and typically is governed by a Board consisting of one elected official from each member jurisdiction. Voting requirements would be documented in the JPA agreement. Under a VSME Partner JPA, the CCA would have a larger customer base, and could possibly offer higher rate discounts compared with individual CCAs for each city. The start-up costs would typically be shared among the JPA members and each member would pay a prorated portion of the startup costs. Under this scenario, the VSME Partner JPA would need to secure the start-up funding. The working capital financing would be shared by all members. The power supply mix for a VSME Partner JPA would be determined by the Board of Directors and the default power supply option for each VSME City could be selected independently to meet individual VSME City CAP goals.

San Diego Community Power (SDCP) – As noted above, SDCP currently consists of the cities of San Diego, Encinitas, Chula Vista, La Mesa, and Imperial Beach. As the largest SDG&E CCA, SDCP may provide economies of scale savings resulting in additional rate savings depending on how SDCP sets its internal goals. These scale savings would occur through overhead costs and potentially through power supply contracts.

While participation in SDCP may have additional economies of scale benefits, there would be a trade-off in the level of control for each city. Careful consideration would need to be given to the JPA agreement regarding the guarantee of new program funding for each JPA member. Other considerations should also be analyzed in terms of jurisdictional voting, potential weighted voting, and overall program goals.

Joining an existing JPA will likely require the cities to produce some upfront funding. The amount and terms of this funding would need to be acquired through formal request for proposal or information process.

Clean Energy Alliance (CEA) – Similarly the cities could join CEA—an existing JPA—and launch in either 2022 or 2023. CEA is a much smaller CCA compared with SDCP, but it may still offer economies of scale savings. As with SDCP, the VSME Cities should carefully consider joining costs, voting structure, and program goals to determine if CEA is a good fit.

Joining Existing JPA in or outside SDG&E Service Area – Finally, the VSME Cities could join an existing CCA operating in either PG&E or SCE service area. In order to gauge potential partnerships, the Cities could issue a request for information to various operating CCAs to determine the costs and structure of a potential agreement. There are benefits of joining a well-established CCA since operating and rate stabilization reserves are likely to have been established. Whereas, joining a new CCA (<1 year in operation) would carry similar risks as starting a new CCA.

1.6 RISKS

While the Study shows that forming a CCA is technically feasible under a wide range of scenarios, doing so is not without risk. The feasibility of a VSME Partner CCA (maintaining customer rates competitive with SDG&E and maintaining positive net revenues), primarily depends on power supply costs, which make up

over 90% of the overall CCA operating budget. Other factors impacting the financial feasibility of the CCA include: costs SDG&E directly passes through to all customers (including the Power Charge Indifference Adjustment or PCIA), market supply of renewable power, availability and cost of financing CCA operations, and legislative and regulatory actions.

To assess the magnitude of risk imposed on a potential CCA program by these factors, the Study includes a Sensitivity and Risk Analysis section. This section establishes a wide range of high and low scenarios of prices for CCA-procured market power, SDG&E's forecasted customer rates, CCA financing costs, CCA's customer participation rates, and the level of SDG&E's PCIA.

The results of the Sensitivity and Risk Analysis indicate under what scenarios the CCA's rates may exceed SDG&E's customer rates, and also suggest actions the CCA can take to manage these risks. The risk mitigation actions consist of standard industry best practices and strategies employed by other established CCAs—including conservative power procurement strategies, utilization of market risk management policies, development of a cash reserve fund from annual net revenues, and engagement with State regulatory and legislative issues.

1.7 CONCLUSIONS

The Study results suggest that CCA programs are technically and financially feasible for the cities whether each VSME City forms its own program or they join together to form a VSME Partner CCA. These findings are based on the mentioned governance options and under current market conditions. The economies of scale for all options are sufficient for stable CCA operation under a wide range of financial assumptions and sensitivities.

Suggested next steps for the VSME Partners include completing an internal review of this Study, receiving the Study results through City Council action, and determining whether to move forward with further evaluation of a CCA. If the policy decision is to proceed with establishing a CCA, the VSME Partners should decide which governance option they prefer, begin pre-startup operations required to launch the CCA, and file an Implementation Plan with the CPUC on a timely basis.

2 Introduction

Since the State's first CCA program was launched in Marin County in 2010, many communities across the state have benefitted from reduced electricity costs and community-specific activities and programs associated with CCA operations. To date, 23 CCAs comprising multiple counties, cities, and towns are operating with more territory expansions schedule for 2021 and 2022.

To better understand the benefits and risks associated with CCA programs, the cities of Escondido, San Marcos, and Vista (VSME Partners) selected EES Consulting (EES) to prepare this Study that assesses the technical feasibility of CCA operations as a mechanism to provide choice to customers, lower their electricity rates, and contribute toward achieving the VSME Cities' various Climate Action Plan (CAP) goals for greenhouse gas (GHG) reduction and renewable energy portfolios. This Study examines the technical and financial viability of a CCA program that serves customers in the VSME Partner cities. Upon the finding that a CCA business model is technically feasible, a business plan for VSME Partner CCA is to be developed to assess risks, governance options, and environmental and macroeconomic impacts.

2.1 HISTORY OF CCA IN CALIFORNIA

AB 117 was enacted in 2002 and became law the same year. This legislation enables jurisdictions, such as cities and counties, to implement electric power supply programs that offer electric consumer choice. The entities given this authority are known as Community Choice Aggregators (CCAs). The programs implemented by these CCAs were designed to be opt-out programs where customers are automatically enrolled after notification but can opt-out if desired. Marin Clean Energy (MCE) implemented the first CCA program in 2010.

As the first CCA program to serve customers in California, MCE has worked to establish CCA-common practices by offering 50% to 100% renewable energy choices to its customers. MCE has contracted with a variety of power suppliers of new renewable projects including landfill gas and several local solar power projects. MCE incentivized local project development through both its feed-in-tariff rates and direct investment.

2.2 CCA PROGRAMS AND STATUS OF PENDING CCAS

Table 2-1 summarizes the current status of CCAs operating in California as well as those jurisdictions considering CCA.

TABLE 2-1. CCA PROGRAMS ACROSS THE STATE

	CCA/Entity	Status
PG&E Service Territory		
Marin Clean Energy	Marin and Napa Counties and cities within, cities in Solano and Contra Costa Counties	Launched 2010
Sonoma Clean Power	Sonoma and Mendocino Counties and cities within	Launched 2014
Peninsula Clean Energy	San Mateo County and cities within	Launched 2016
Silicon Valley Clean Energy	Santa Clara County and cities within (except San Jose)	Launched 2017
Pioneer Clean Energy	Placer County and cities within	Launched 2018
Central Coast Community Energy	Monterey, Santa Cruz, San Benito, and Santa Barbara Counties and cities within, cities of San Luis Obispo and Morro Bay	Launched 2018
East Bay Community Energy	Alameda County and cities within	Launched 2018
Valley Clean Energy	Yolo County, Cities of Davis and Woodland	Launched 2018
Redwood Coast Energy Authority	Humboldt County and cities within	Launched 2017
San Francisco Clean Energy	City/County of San Francisco (SF Public Utilities Commission)	Launched 2017
San Jose Clean Energy	City of San Jose	Launched 2018
King City Community Power	City of King City	Launched 2018
Butte Choice Energy Authority	Butte County, Chico, Oroville	2023 Launch
	Tuolumne County, Calaveras County, City of Stockton	Separate Feasibility Studies in Process
SCE Service Territory		
Clean Power Alliance	Los Angeles and Ventura Counties and cities within	Launched 2018
Lancaster Clean Energy	City of Lancaster, Member of California Choice Energy Authority (CCEA)	Launched 2015
Apple Valley Clean Energy	City of Apple Valley, Member of CCEA	Launched 2017
Pico Rivera Innovative Municipal Energy	City of Pico Rivera, Member of CCEA	Launched 2017
San Jacinto Power	City of San Jacinto, Member of CCEA	Launched 2018
Rancho Mirage Energy Authority	City of Rancho Mirage, Member of CCEA	Launched 2018

Desert Community Energy	Coachella Valley Association of Governments cities	Launched 2020
Western Community Energy	Western Riverside Council of Governments cities	Launched 2020
BProud	Baldwin Park (CCEA)	Launched 2020
Pomona Choice Energy	Pomona (CCEA)	Launched 2020
Orange County Power Authority	Cities of Irvine, Huntington Beach, Fullerton, Buena Vista	Launch in 2022
	, cities of Santa Barbara, Goleta, Carpinteria, Riverside County, Laguna Beach, Laguna Woods, Hanford	Feasibility Study Completed
	Cities of Long Beach,, Commerce, Mission Viejo, Stockton	Feasibility Studies in Process
SDG&E Service Territory		
Solana Energy Alliance	Solana Beach	Launched 2018
San Diego Community Power	San Diego, Encinitas, Chula Vista, La Mesa, Imperial Beach	Launch in 2021
Clean Energy Alliance	Carlsbad, Del Mar, Solana Beach	Launch in 2021
	County of San Diego	Feasibility and Business Plan completed
	Cities of Oceanside and Santee	Separate Feasibility studies completed

Additional potential CCA feasibility studies underway for Cities of Long Beach, Hermosa Beach, Commerce, El Monte, Rialto, Santa Paula, and Fresno.[5]

2.3 CCA AND CLIMATE ACTION PLANS

A number of the VSME Partner cities' CAP GHG reduction strategies and measures may be accomplished or supported through the implementation of a VSME Partner CCA.

A VSME Partner CCA can achieve the CAP measure of 90% renewable energy use by 2030 or better. In addition, a VSME Partner CCA can directly support CAP measures around clean energy implementation, in increasing solar photovoltaic installations on existing homes and the city facilities, and in increasing alternative powered water heaters in new residential construction. A VSME Partner CCA can provide both customer rate and direct incentives to encourage these actions.

[5] https://cleanpowerexchange.org/california-community-choice/

Examples of customer rate and direct incentives that support other GHG reduction strategies related to clean energy include:

- Supporting clean transportation strategies by providing a higher amount of GHG free energy for electric vehicles in both the private sector and in city operations.
- Encouraging more electric vehicle charging station installations and utilization.
- Incentivizing agricultural equipment conversions to clean and efficient electricity use.
- Prioritizing the purchase of local renewable generation such as waste-to-energy power production projects.

Most CCAs currently operating offer a rate discount compared with their incumbent IOU. Rate discounts range from 0.5% to 3% depending on a CCA's exit fee vintage, power supply product, and overhead costs. Very small CCAs have a more difficult time offering high discounts due to relatively high administration costs. For a CCA the size of a VSME Partner CCA, rate discounts around 1-2% are typical depending on exit fee vintage.

2.3.1 Time-of-Use (TOU) Rates

SDG&E has begun to move all customers to default Time-of-Use (TOU) rates, i.e., rates reflecting the actual temporal cost of procuring power supply by charging customers based on the hour of customer energy use. As SDG&E moves toward TOU rates for all accounts, information on SDG&E rate structures should be examined to help the CCAs operating in SDG&E service area to set rates while affording discounts to CCA customers. The rates used in this Study reflect SDG&E's forecasted average retail rate by customer class including the impacts of moving to TOU rate design. These TOU rates are expected to help incentivize the installation of solar plus battery systems by improving on-peak period economics for these resources.

2.3.2 CCA Regulations

The California Public Utilities Commission (CPUC) has jurisdiction over IOU rates. Additionally, the CPUC has jurisdiction over certain investor-owned and CCA operational processes such as the state-wide integrated resource planning (IRP) process, power system reliability, and renewable energy requirements. A VSME Partner CCA would be required to meet all CPUC requirements for Load Serving Entities (i.e., an entity that procures wholesale power and establishes retail rates on behalf of retail customers). Historically, the CPUC has changed regulations affecting the exit fee CCAs pay to the IOUs. This exit fee is known as the Power Charge Indifference Adjustment (PCIA). The PCIA is discussed in more detail later in this Study; however, recent changes in the PCIA resulted in a material one-time increase to the PCIA. This increase so far has been managed by operating CCAs as most have accumulated reserves from which to mitigate rate increases.

Similarly, recent legislative changes have impacted how CCAs operate including increasing the Direct Access cap (DA – supply of retail power to customers by third parties); integrated resource planning; and net energy metering. The result of these changes is that CCAs must meet planning requirements including the purchase of long-term renewable energy contracts to meet a share of renewable energy requirements (10 years or longer), energy storage investments, and resource adequacy (RA) requirements.

If the VSME Partners move forward with CCA implementation, they will need to participate in and keep track of a number of regulatory and legislative processes, including:

1. Resource Adequacy (RA, or grid reliability) The goal of current rulemaking is for RA resources to become widely available to market purchasers and to ensure grid reliability throughout the state. An RA proceeding for SCE and PG&E as central procurement entities is underway to set methodologies for RA obtained on behalf of other load serving entities, which would apply to SDG&E. Once a proposed decision or final decision is made, the methodology can be used to update CCA financial analyses.

2. As wildfire mitigation efforts increase costs to electric ratepayers through the distribution charge, it will become more nuanced for CCAs to explain rate discounts off the bundled rate even without changes in power supply costs because higher distribution rates (paid to IOUs) reduce the overall IOU rate discount amount offered by CCAs. CCAs have evolved from marketing a discount off the total electric bill to a discount off just the generation portion of the bill.

3. The CPUC may have future jurisdiction over CCAs for electric vehicle infrastructure requirements and the implementation of other Distributed Energy Resource projects.

Generally, there will likely continue to be legislation and regulatory changes increasing the amount of oversight the CPUC has over CCAs. CPUC oversight tends to lessen local control for a CCA. CCAs can help to mitigate these changes by being involved in the proceedings and legislative process through lobbyists and state-wide CCA organizations such as California Community Choice Association (CalCCA). Mitigation measures are further discussed in the Risks section of the Study. Overall, it is unlikely that future changes at the legislative level or at the CPUC would result in failure of CCAs.

2.4 STUDY METHODOLOGY

This Study evaluates the estimated costs and resulting rates of operating a CCA for the residents and businesses within the cities and compares these rates to an SDG&E rate forecast for the years 2023 through 2032. This pro forma financial analysis models the following cost components:

- Power Supply Costs:
  - Wholesale purchases
  - Renewable purchases
  - Procurement of resource adequacy (RA) and capacity (System, Local and Flexible capacity products)
  - Other power supply and charges
- Non-Power Supply Costs:
  - Start-up costs
  - CCA staffing and administration costs
  - Consulting support
  - SDG&E billing and regulatory charges
  - Financing costs
- Pass-Through Charges from SDG&E:
  - Transmission and distribution charges
  - Power Charge Indifference Adjustment (PCIA)

The information above is used to determine the projected retail rates for a VSME Partner CCA. The VSME Partner CCA rates are then compared to the SDG&E projected rates for the CCA service area. After these rate comparisons are made, economic development and GHG emission comparisons are made.

Operational and governance options are discussed, including a sensitivity analysis of the key variables contained in the Study.

3 Load Requirements

One indicator of the viability of a CCA for the unincorporated county is the number of customers that participate in the CCA as well as the quantity and timing of energy these customers consume. This section of the Study provides an overview of these projected values and the methodology used to estimate them.

3.1 HISTORICAL CONSUMPTION

SDG&E provided historical data on energy use (kWh) for each of the customers receiving power supply services from SDG&E (bundled customers) for 2017 and 2018 calendar years. Bundled customers currently purchase the electric power, transmission, and distribution from SDG&E. Direct Access (DA) customers buy only the transmission and distribution service from SDG&E and purchase power from an independent and competitive Electric Service Provider (ESP). In California, eligibility for DA enrollment is currently limited to non-residential customers and subject to a maximum allowable annual limit for new enrollment measured in gigawatt-hours of new load and managed through an annual lottery.[6] Customers classified as taking service under DA arrangements are not included in this Study, as it is assumed that these customers would remain with their current Energy Service Provider (ESP).[7] Once operating, the CCA may decide to provide service options to DA customers with expired contracts, but this Study's approach offers the most conservative analysis of feasibility.

EES aggregated this data by rate class in each month for bundled (full service) customers. In total, bundled residents and businesses within the VSME Partner cities purchased 1,281 GWh of electricity in 2018 from SDG&E. These 2018 data were forecast assuming that load impacts of COVID-19 would not persist past 2022. On average, COVID-19 has resulted in increased residential usage and decreased industrial and commercial usage. However, by the time the CCA begins service, these impacts will likely be resolved.

Figures 3-1 and 3-2 summarize energy consumption and number of accounts for bundled customers projected over the study period. These projections are before any participation rates are applied. The load data was provided by SDG&E for each VSME City jurisdiction. The forecast assumes no significant annexations over the study period.

[6] S.B. 286 (CA, 2015-2016 Reg. Sess.)

[7] CPUC rulemaking to date has not addressed how vintage would be handled to DA customers that opt to switch to receive electric power from a CCA rather than their ESP. The most recent ruling on PCIA vintaging was issued on 10/5/2016: http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M167/K744/167744142.PDF.

FIGURE 3-1. FORECAST CCA SERVICE AREA LOAD

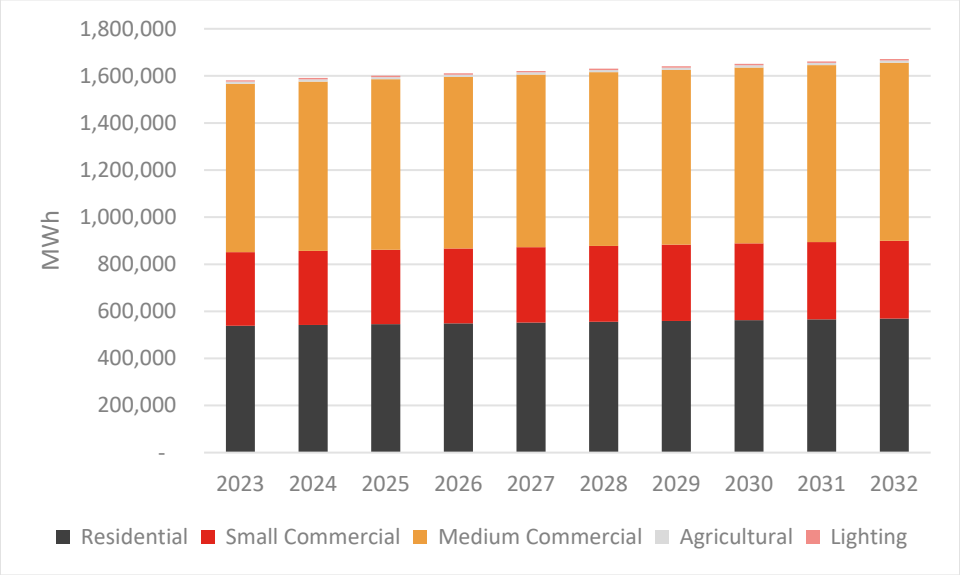
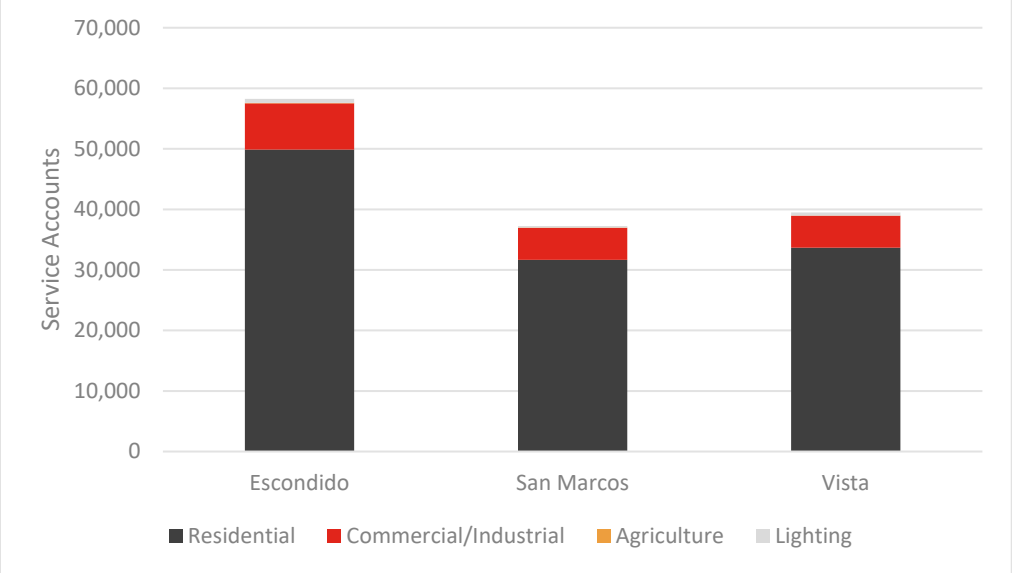
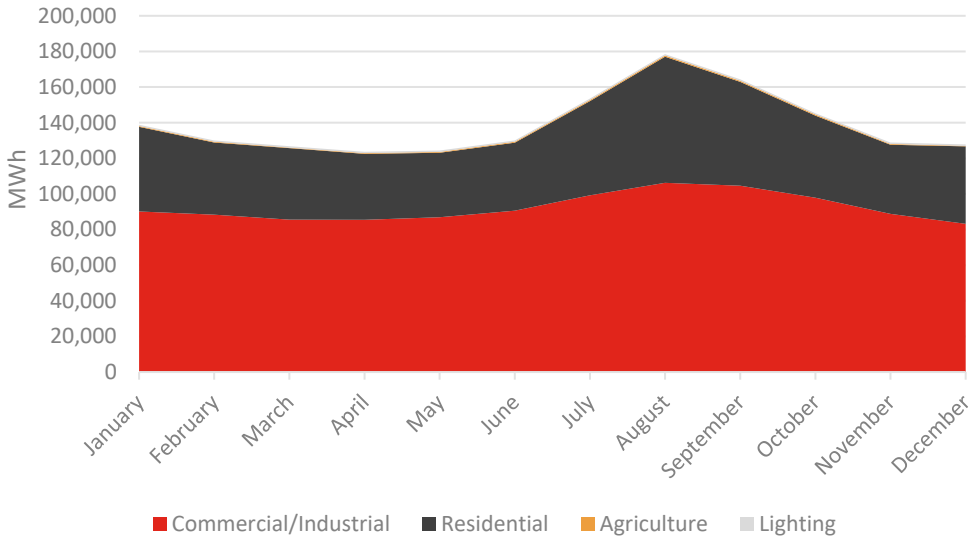


FIGURE 3-2. 2023 FORECAST SERVICE ACCOUNTS



Monthly load is shown in Figure 3-3. The timing of energy usage is important for estimating power supply costs to the CCA. Residential customers have the largest increase in summer load requirements due to space conditioning.

FIGURE 3-3. MONTHLY AGGREGATED LOAD



3.2 CCA PARTICIPATION RATES

Before customers are served by a CCA, they are required to be provided two notices with their monthly energy bills 60 and 30 days before the CCA's launch, and another two notices 30 and 60 days after the CCA launches. These notices provide information needed to understand the terms and conditions of service from the CCA and explain how customers can opt-out, if desired. Notices typically provide a rate comparison between the CCA and the incumbent IOU. All customers that do not follow the opt-out process specified in the customer notices prior to launch are automatically enrolled into the CCA.[8]

As such, a CCA would provide a minimum of four opt-out notices to customers to notify and educate them about the CCA's product offerings and their option to opt-out. Customers automatically enrolled would continue to have their electric meters read and billed for electric service by SDG&E. The CCA billing would also continue to be processed by SDG&E, showing separate charges for power supply procured by the CCA, all other charges related to the delivery of the electricity by SDG&E, and other utility charges that would continue to be assessed.

[8] Typically, this doesn't apply to DA customers as the CCA would assume that these customers are not interested in being served by the CCA unless otherwise confirmed prior to launching service.

This Study anticipates an overall customer participation rate of 90% for the Commercial and Industrial accounts.[9] For residential accounts, it is assumed that approximately 95% of customers would remain with the VSME Partner CCA. For agricultural and lighting accounts, the participation rate is 95%. These participation assumptions are conservative based on participation rates in other CCAs; however, this Study's sensitivity analysis tested CCA feasibility under higher opt-out scenarios.

3.3 CONCEPTUAL CCA LAUNCH

In 2015 CPUC issued Resolution 4723, which requires that new CCAs file their Implementation Plan by January 1 of a year, resulting in an earliest possible launch date of January 1 of the subsequent year for the VSME Partner CCA. This twelve-month delay allows for the proper planning and procurement of the CCA's power supply requirements. Under this requirement, the earliest possible launch date for a VSME Partner CCA is early 2023. As requested by the Partners, this Study assumes that service would be offered to all customers by April 2023 as outlined in Table 3-1. An April launch is assumed to maximize net revenue in a CCA's first year of operation.

TABLE 3-1. CCA ANNUALIZED CUSTOMERS, LOADS, AND REVENUES

CCA Members	Assumed Start	Eligibility	Estimated Customer Accounts	Estimated Total Load (GWh)	Estimated Peak Demand (MW)	Estimated Operating Revenues
JPA: All Three Cities	April 2023	All Customers	128,153	1,581	464	$117.0
Escondido	April 2023	All Customers	55,358	666	205	$49.5
San Marco	April 2023	All Customers	35,447	431	122	$31.7
Vista	April 2023	All Customers	37,349	484	137	$35.8

3.4 FORECAST CONSUMPTION AND CUSTOMERS

The number of customers enrolled in the CCA and the retail energy they consume are assumed to increase at 0.62% per year. This forecast is selected as the midpoint based on the California Energy Commission's (CEC) mid-demand baseline forecasts for SDG&E service territory.[10] Peak demands are calculated using hourly consumption data provided by SDG&E. The forecast of load served by a CCA over the next five years is shown in Figure 3-4. The CCA forecast of GWh sales in Figure 3-4 reflects the single-phase roll-out and customer enrollment and participation schedule discussed previously. Annual wholesale energy requirements are also shown below in Table 3-2.

[9] Opt-out rates were increased to account for a 16% increase in the amount of non-residential load that is allowed to move to direct access schedules. California Senate Bill 237: September 20, 2018. https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB237

[10] http://www.energy.ca.gov/2017_energypolicy/documents/

FIGURE 3-4. PROJECTED LOAD BY SECTOR, 3-CITY JPA

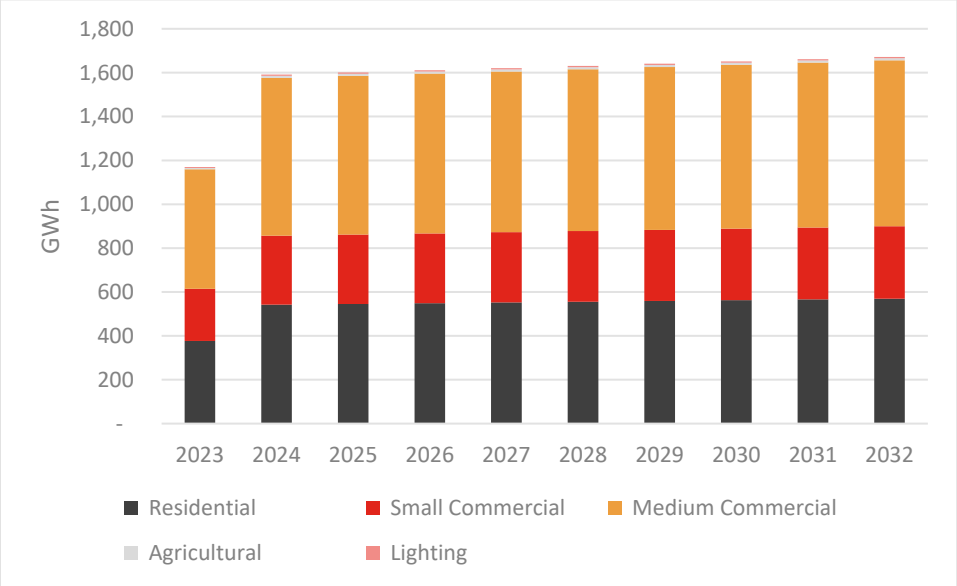


TABLE 3-2. 3 VSME CCA JPA PROJECTED ANNUAL ENERGY REQUIREMENTS, GWH

Year	Total Wholesale Load	Total Retail Sales	Losses
2023	1,159	1,108	51
2024	1,527	1,460	67
2025	1,536	1,469	68
2026	1,546	1,478	68
2027	1,556	1,487	68
2028	1,565	1,496	69
2029	1,575	1,506	69
2030	1,585	1,515	70
2031	1,594	1,524	70
2032	1,604	1,534	71

3.5 LOAD SUMMARY

The load in the three cities is significant and nearly the same size or larger than several existing CCAs including several JPAs. The VSME Partner CCA also has a large number of customers that can support the administrative costs for CCA operation. Economies of scale efficiencies for administration have been observed in the range of 75,000 to 100,000 accounts. The VSME Partner CCA service territory will have an estimated 128,153 accounts in 2023 and increase to an estimated 135,000 accounts by 2032.

4 Power Supply Strategy and Costs

This section of the Study discusses resource strategy, projected power supply costs, and resource portfolios based on the VSME Partner CCA's projected loads.

Long-term resource planning involves load forecasting and supply planning on a 10- to 20-year time horizon. Prior to launch, the CCA planners would develop integrated resource plans that meet their supply objectives and balance cost, risk, and environmental considerations. Integrated resource planning also considers demand side energy efficiency, demand response programs, and non-renewable supply options. The CCA would require staff or a consultant to oversee planning even if the day-to-day supply operations are contracted to third parties. This staff or consultant would ensure that local preferences regarding the future composition of supply and demand side resources are planned for, developed, and implemented.

4.1 RESOURCE STRATEGY

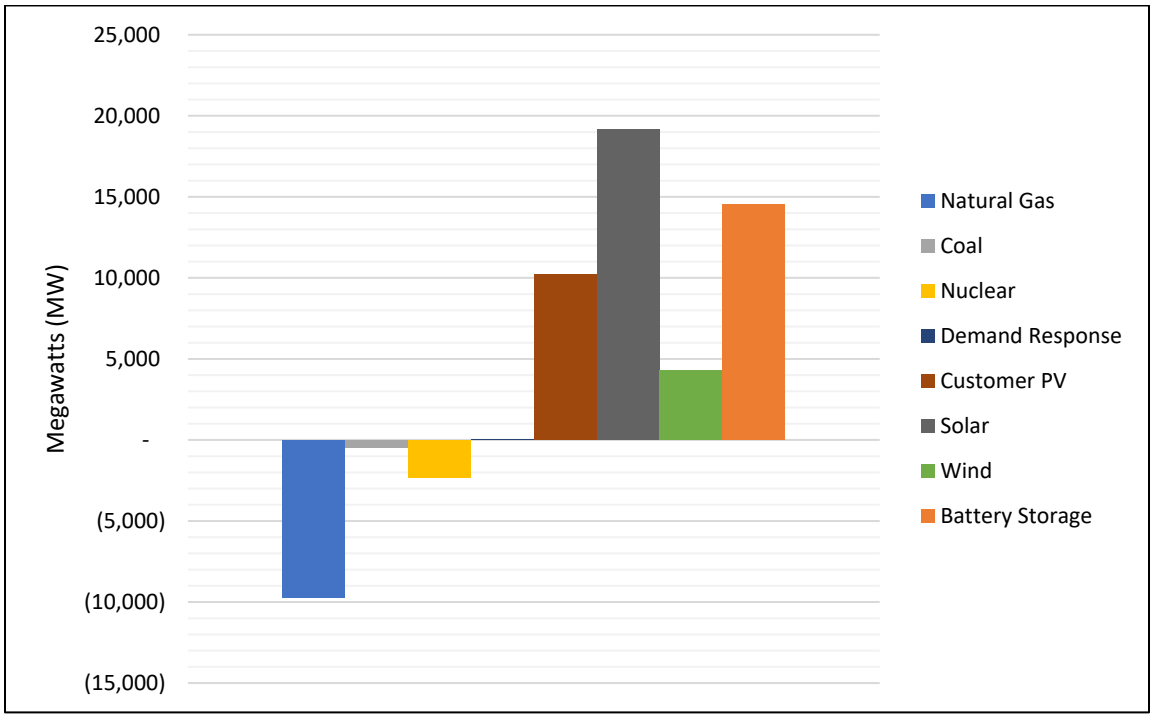
This Study assumes that the VSME Partner CCA would be interested in minimizing overall community energy bills, stimulating local economic development, achieving CAP targets to reduce GHG emissions, and meeting or exceeding the State's renewable energy requirements. A VSME Partner CCA can likely achieve the CAP renewable energy target in 2030 by taking advantage of relatively low wholesale market prices and abundant GHG-free energy. As discussed in greater detail below, the CCA's electric portfolio would be guided by the CCA's policymakers with input from its scheduling coordinator and other power supply experts. The scheduling coordinator would obtain enough resources each hour to serve all the CCA customer loads. The CCA policymakers would guide the power supply acquisition philosophy to achieve the CCA's policy objectives.

For the purposes of this study, it is assumed that the CCA would obtain power supply supporting the needs identified in the CPUC's state-wide IRP process. Those resources rely heavily on solar plus storage technologies. Background on the statewide IRP planning process is provided below.

4.1.1 Statewide IRP Results

All California Load Serving Entities (LSEs) submitted their 2020 Integrated Resource Plans (IRP) to the CA Public Utility Commission on September 1, 2020. These plans are mandated by the CPUC and reflect, at a high level, the anticipated growth of load and type of resources that will be utilized to meet it. The results of the statewide planning effort will likely not be available until early 2021; however, there is a significant amount of information already known about the resource plans filed by the LSEs. Specifically, the CPUC has established a state-wide reference system portfolio that meets the 38 million metric tons of Carbon Dioxide equivalent ($MMTCO_2e$) greenhouse gas (GHG) emissions benchmark by the year 2030. This portfolio shows reductions in conventional generation capacity and additions of renewable energy capacity. Figure 4-1 summarizes the changes in capacity for the statewide plan and is indicative of the expected statewide growth of renewables capacity by 2030.

FIGURE 4-1. 38 MMT REFERENCE SYSTEM PLAN CHANGE IN CAPACITY BY 2030[11]



According to the CPUC, a significant portion of new capacity additions will be solar and wind projects. The specific new solar projects evaluated in the statewide portfolio are located in the Greater Imperial area, Central Valley, Tehachapi, and in the southern California desert. The portfolio also accounts for imports from Arizona and New Mexico. The projected costs for these resources are used as a basis for the CCA power cost estimate.

4.1.2 CCA Power Portfolios

As noted early in this study, 3 power portfolios are analyzed for the VSME Partner CCA Option within the feasibility analysis:

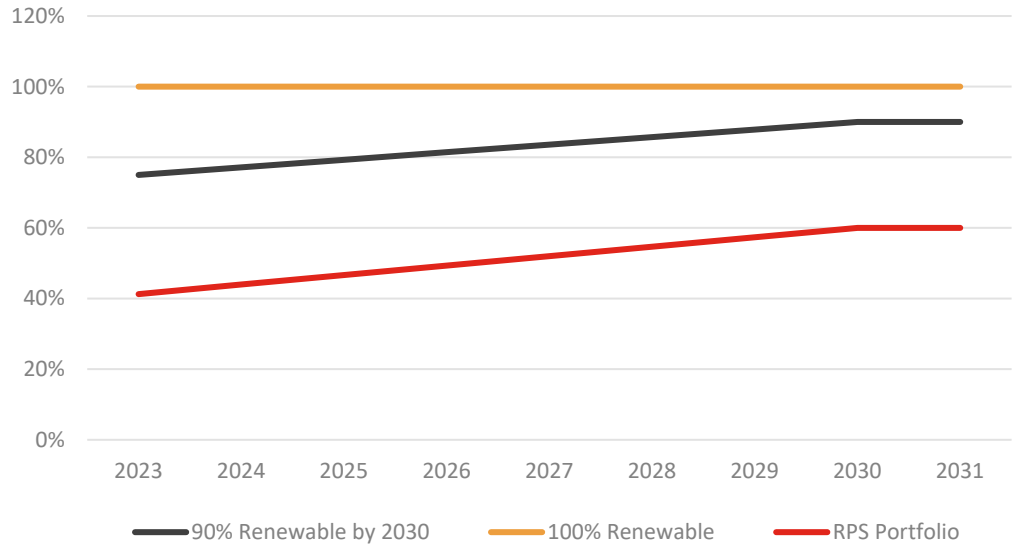
- **Scenario 1** *RPS Compliant Portfolio*: Achieve between 48% and 59% renewables in 2023 through 2029, and 60% renewables beginning in 2030.
- **Scenario 2** *90% Renewable by 2030 Portfolio (Base Case)*: 75% of retail loads are served with RPS-qualifying renewable resources beginning in 2023 increasing in share to 90% by 2030.
- **Scenario 3** *100% Renewables Portfolio*: 100% of retail loads are served with RPS-qualifying renewable resources in all years.

[11] California Public Utilities Commission. "2019-2020 IRP Events and Materials". Retrieved from <https://www.cpuc.ca.gov/General.aspx?id=6442459770>.

Additional portfolios are analyzed for VSME City-only options. Those portfolios meet the CAP goals for each respective VSME City.

It should be noted that while CCA policymakers may opt for other resource portfolios, those selected above should give the VSME Partners a sound basis for evaluating other resource portfolio options. The renewable energy targets of the three portfolios included in the power cost model are shown below in Figure 4-2. All power supply portfolios meet the RPS requirement (SB 100 and SB 350).

FIGURE 4-2. PORTFOLIO RENEWABLE ENERGY SHARE[12]



SDG&E's resource mix is compared with the portfolios analyzed to determine how competitive the CCA's resource offerings could be. SDG&E's current resource mix exceeds the current RPS requirements (43% renewable). In its 2020 IRP, SDG&E states that it plans to continue to exceed RPS requirements through 2030.[13] Figure 4-3 compares the 3 CCA portfolios to SDG&E's 2018 power content label.[14] SDG&E's renewable resources consist of a near 50/50 split between wind and solar.

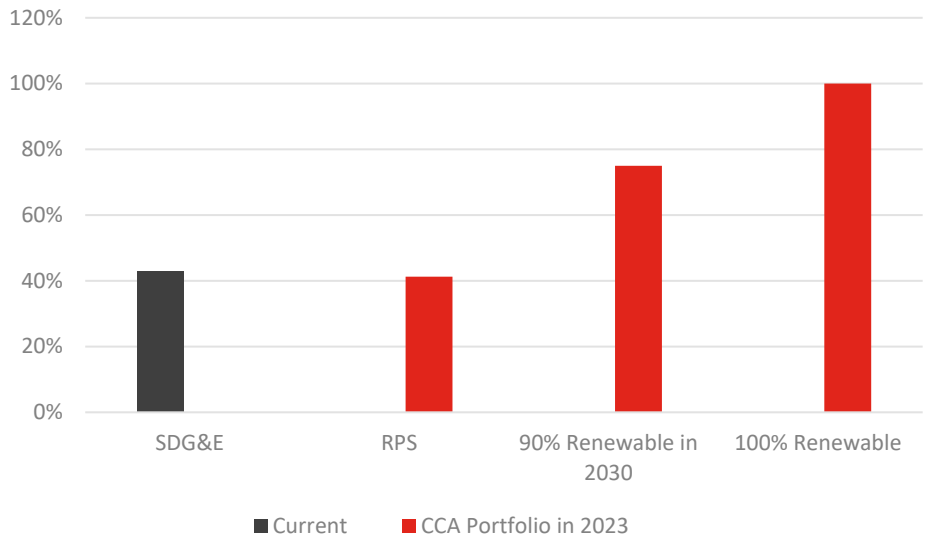
[12] http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M158/K845/158845742.PDF

[13] SDG&E 2020 Integrated Resource Plan. September 1, 2020. Available at: https://www.sdge.com/sites/default/files/regulatory/Appendix%202_SDGE%202020%20Individual%20Integrated%20Resource%20Plan_FINAL.pdf

[14] SDG&E 2018 Power Content Label July 2019. Available at: https://www.energy.ca.gov/sites/default/files/2020-01/2018_PCL_San_Diego_Gas_and_Electric.pdf

Note that SDG&E's 2020 power content label was not available at the time of this study.

FIGURE 4-3. RENEWABLE SHARE COMPARISON IN 2023



SDG&E has several contracts set to retire in the next 5 years including over 700 MW of natural gas and 300 MW of renewables (primarily wind). At the same time, the launch of SDCP and Clean Energy Alliance will reduce SDG&E's retail load by approximately 60% by the end of 2023. Based on these large upcoming load departures, it is expected that SDG&E will continue to offer a base power supply mix that exceeds the state RPS.

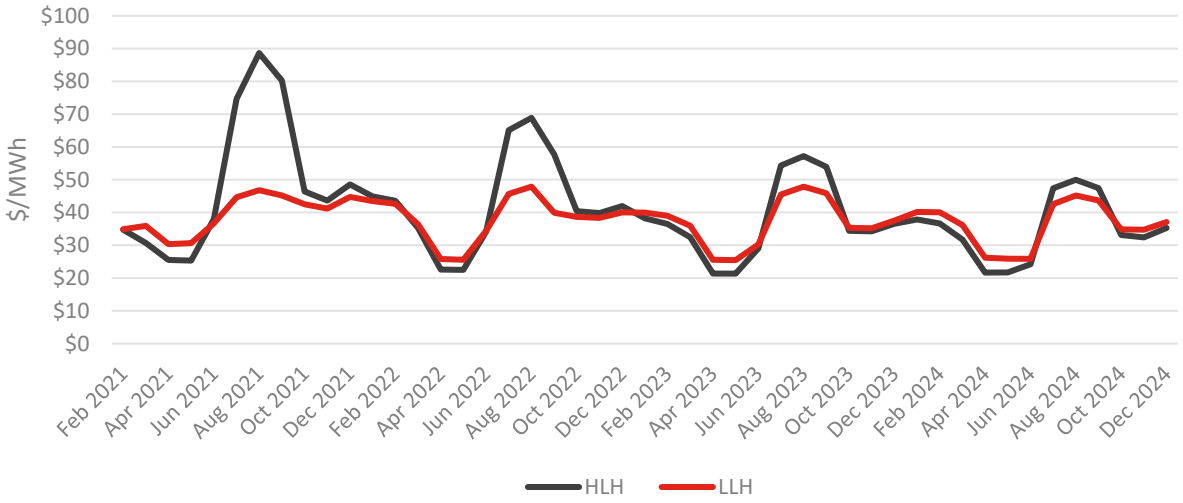
4.2 PROJECTED POWER SUPPLY COSTS

This Study presents the costs of renewable and non-renewable generating resources as well as power purchase agreements based on current and forecasted wholesale market conditions, recently transacted power supply contracts, and a review of the applicable regulatory requirements. In summary, a VSME Partner CCA would need to procure market purchases, renewable purchases, ancillary services, resource adequacy, and power management/schedule coordinator services. The Study determines the base case assumption for each of these cost categories and establishes a high and low range for each, to be used for the risk analysis later in the Study.

4.2.1 Market Purchases

Market prices for Southern California (referred to as SP15 prices) were provided by EES's subscription to a market price forecasting service, S&P Global. Figure 4-4 shows forecast monthly Southern California wholesale electric market prices. The levelized value of market purchase prices over the 10-year Study period is $0.042/kWh ($2021) assuming a 4% discount rate. Figure 4-4 shows the clear seasonal variability in prices each year, as well as the overall trend in prices.

FIGURE 4-4. FORECAST OF SOUTHERN CALIFORNIA WHOLESALE MARKET PRICES



Wholesale market power prices have been used to calculate balancing market purchases and sales. When the CCA's loads are greater than its resource capabilities, the CCA's scheduling coordinator would schedule balancing purchases. When the CCA's loads are less than its resource capabilities, the CCA's scheduling coordinator would transact balancing sales and the CCA would receive market sales revenue. Balancing market purchases and sales can be transacted on a monthly, daily, and hourly basis, as needed.

4.2.2 Renewable Energy

4.2.2.1 Solar PV

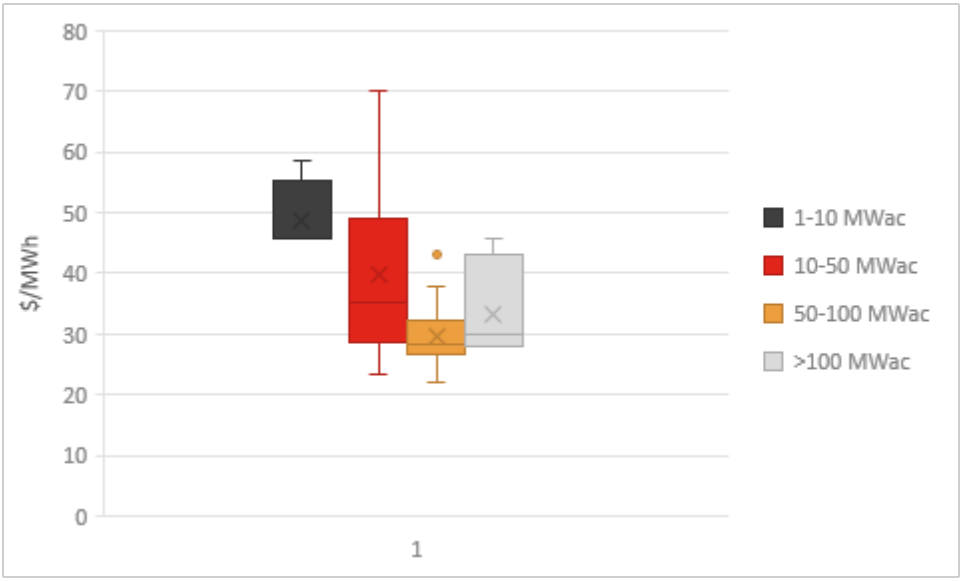
Utility-scale solar PV technology prices have fallen between 66% and 85% between 2010 and 2019.[15] Installation costs were approximately $4,700/kW in 2010 and are now about $1,000/kW. Capacity factors have also improved due to siting the resources in sunnier locations. California-specific solar PV capacity factors are around 24% compared to the global average of 18%. Arizona solar projects often have much lower prices and higher capacity factors.

Pricing estimates for solar power delivered to the San Diego region is summarized in Figure 4-5 by project capacity. As expected, solar project prices decrease as capacity increases. The chart shows that projects that are at least 10 MW in size could be cost competitive with solar prices from Arizona and New Mexico where contracts indicate pricing in the range of $20-$32/MWh. From a national perspective, Lazard indicates solar PV costs in the range of $31-$40/MWh.[16]

[15] https://www.irena.org/publications/2020/Jun/Renewable-Power-Costs-in-2019

[16] https://www.lazard.com/media/451086/lazards-levelized-cost-of-energy-version-130-vf.pdf

FIGURE 4-5. SURVEY SOLAR PV PRICES IN CALIFORNIA, NEW RESOURCES



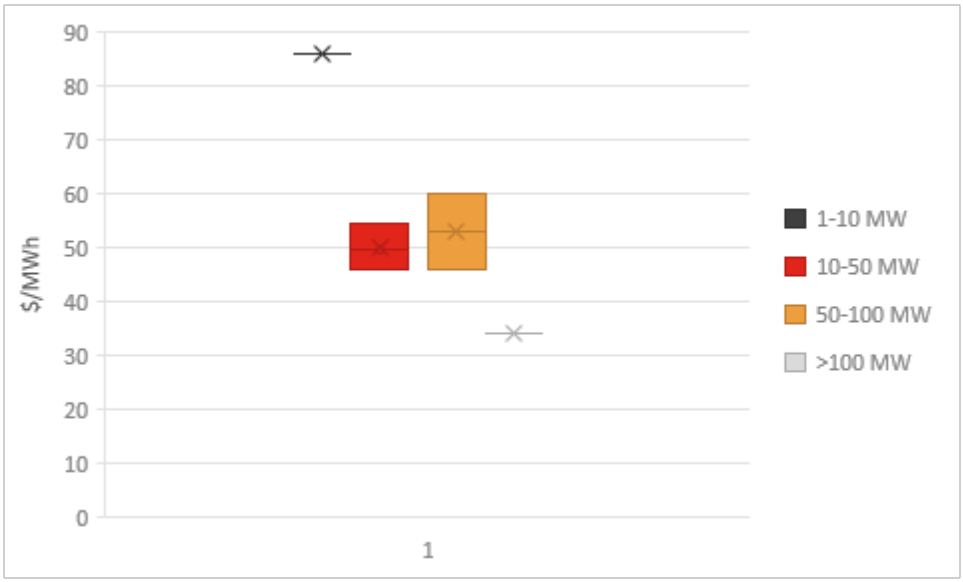
Many developers are including storage options to pair with solar PV. Battery storage costs an additional $4-$12/MWh. These costs are comparable to current resource adequacy prices for capacity.

4.2.2.2 Wind

Figure 4-6 shows the estimated pricing range for each wind project capacity category. Small projects are not price competitive; however, larger utility scale projects are in the $30/MWh range. 2020 cost data from Lazard shows that wind costs are in the range of $23-$46/MWh in the U.S.[17] These prices include high capacity factor wind in places like Wyoming. Capacity factors for local wind projects in California are typically much lower resulting in higher energy costs.

[17] https://www.lazard.com/perspective/levelized-cost-of-energy-and-levelized-cost-of-storage-2020/

FIGURE 4-6. SURVEY WIND PRICES IN CALIFORNIA, NEW RESOURCES



4.2.2.3 Battery Storage

The CPUC and CAISO have both emphasized the importance of battery storage technologies in resource planning. The capacity values for wind and solar are small compared with baseload resources. As the penetration of these variable resources increases, battery storage is expected to offset some of the open capacity requirements. Short-term lithium-ion batteries are a widely available technology that is expected to grow at an exponential pace in California in the next 2 years. These storage resources are typically short-term resources providing 4-6 hours of energy daily. High on-peak pricing during evening hours create significant incentive for these short-term, lower cost resources. As mentioned above, short-term battery storage can add a 4-$12/MWh to solar or wind project costs. These resources provide very little energy (negative net energy), but they are needed to meet resource adequacy requirements under high renewable scenarios. Other storage options may become available to the CCA including pumped storage and long-term storage technologies.

4.2.3 Renewable Energy Credits (RECs)

In addition to direct purchases of renewable power, renewable energy credits (RECs) are an alternative for meeting RPS requirements. However, RECs are highly restricted and not always the best alternative. California load serving entities (LSE)[18] must purchase bundled energy and/or RECs that meet certain eligibility requirements across three Portfolio Content Categories (PCC). Each of the categories represents a different type of renewable product that can be used to meet up to a specific percentage of the total procurement obligation during a compliance period. The permitted percentage shares of each category

[18] Load serving entities include entities that serve retail load, including IOUs, CCAs, and public utilities including municipal utilities.

type changes over time. The three PCCs, and the type of energy included in each, are be summarized as follows:

- **PCC1**: Bundled renewable resources and RECs – either from resources located in California or out-of-state renewable resources that can meet strict scheduling requirements ensuring real-time delivery into California.
- **PCC2**: Renewable resources that cannot be delivered into California on a real-time basis without some substitution from non-renewable resources[19]. This process of substitution is referred to as "firming and shaping" the energy. The firmed and shaped energy is delivered and then bundled with RECs.
- **PCC3**: Unbundled RECs, which are sold separately from the electric energy.[20]

Under current guidelines, the quantity of RECs that can be procured through PCC2 and PCC3 is limited and decreases over time. SBX1 2 (April 2011) established a 33% RPS requirement for 2020 with certain procurement targets prior to 2020. SB 350 (October 2015) increased the RPS requirement to 50% by 2030. Finally, SB 100 increased RPS to 60% by 2030. The share of renewable power that can be sourced from PCC2 or PCC3 energy after 2020 is expected to be the same as the 2020 required share of total RPS procurement.[21] All power supply portfolios are modeled to meet the relevant state mandates. All load serving entities face the same mandates and resource choices.

4.2.4 Ancillary Service Costs

The CCA would need to pay the California Independent System Operator (CAISO) for transmission congestion and ancillary services associated with its power supply purchases. Transmission congestion occurs when there is insufficient capacity to meet the demands of all transmission customers. Congestion is managed by the CAISO by charging congestion charges in the day-ahead and real-time markets. The Grid Management Charge (GMC) is the vehicle through which the CAISO recovers its administrative and capital costs from the entities that utilize the CAISO's services.

In addition, because generation is delivered as produced and, particularly with respect to renewables, can be intermittent, deliveries need to be firmed using ancillary services to meet the CCA's load requirements. Ancillary services and products need to be purchased from the CAISO based on the CCA's total load

[19] This may occur if a California entity purchases a contract for renewable power from an out of state resource. When that resource cannot fulfill the contract, due to wind or sun intermittency for example, the missing power is compensated with non-renewable resources.

[20] For example, a small business with a solar panel has no RPS compliance obligation, so they use the power from the solar panel, but do not "retire" the REC generated by the solar panel. They can then sell the REC, even though they are not selling the energy associated with it.

[21] California Public Utilities Commission Final Decision, 12/20/2016, accessed at: http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M171/K457/171457580.PDF, on 1/19/2017. 75% of the RPS procurement must be Bucket 1 resources and less than 10% of the RPS procurement can come from Bucket 3 resources.

requirement. Based on a survey of transmission congestion and ancillary service costs currently paid by CAISO participants, the VSME Partner CCA Base Case ancillary service costs are estimated to be approximately $4/MWh, escalating by 3% annually through 2032.

4.2.5 Resource Adequacy

All LSEs that are participants in the CAISO balancing area, including CCAs, are under the jurisdiction of the CPUC for the purpose of obtaining adequate Resource Adequacy (RA). RA refers to the ability of a resource to meet capacity obligations under various criteria. Three types of RA are defined and regulated by the CPUC:

- *System capacity* is capacity from a resource qualified for use in meeting system peak demand and planning reserve margin requirements.
- *Local capacity* is from a resource that is located within a Local Capacity Area and can contribute to the capacity requirement for that area.
- *Flexible capacity* is from a resource that is operationally able to respond to dispatch instructions to manage variations in load and variable energy resource output.

The CCA would need to demonstrate it has sufficient physical power supply capacity to meet its projected peak demand plus a 15% planning reserve margin as determined by the CPUC in consultation with CEC load forecasts system capacity). Year-ahead filings must show that the LSE has contracted for 90% of the projected System RA requirement in summer months (May-September). The forecasts must be updated on a month-ahead basis and show that 100% of the requirement has been contracted.

In addition, the CCA must meet the local and flexible resource adequacy requirements set by the CPUC, CAISO, and CEC every year. Local RA requirement must be met by LSEs serving 10 local reliability areas identified by the CAISO. The Local RA requirement is based on the CAISO's assessment of the generation needed in the local area. Beginning with the 2020 compliance year, the Local RA requirements are set three years ahead and updated each year. However, on June 11, 2020, the CPUC adopted a framework (D. 20-06-002) that designated a central buyer for the procurement of multi-year Local RA in the SCE and PG&E distribution areas, beginning in 2021. The CPUC did not establish a central procurement entity in the SDG&E area; however, SDG&E may become the default central procurement agency in the future as a result of CCA implementation. This feasibility analysis assumes pricing and procurement structure based on historic and forecast values.

The CAISO also determines the required Flexible RA needs operating criteria. Currently there are three flexible capacity categories with varying must-offer obligations, energy limits and number of starts, with associated requirements for how much of each category may be used to meet the LSE's obligation. LSEs must demonstrate the purchase of 90% of their flexible RA requirement in their annual RA filing, and 100% of the requirement in their monthly RA filings.

Depending on generation profiles and ramping characteristics, resources have different capacity values for RA compliance purposes, and those values can change by month. Due to their generation profiles, recent rule changes have reduced the RA values for wind and solar resources. These structural changes highlight the need for the CCA to obtain capacity resources such as storage. There is a bilateral market for RA capacity, with standardized products for each type of RA capacity.

The CPUC's published market price benchmarks are used to forecast RA costs for each type of RA above.[22] These annualized benchmarks are shaped to reflect higher prices in the summer, which are often 2 or 3 times greater than winter RA prices. The CPUC undertakes annual policy changes to the RA program, so these requirements may change by the time program launch occurs.

4.2.6 Power Management/Schedule Coordinator

Given the likely complexity of a CCA's resource portfolio, the CCA would want to engage an experienced scheduling coordinator to efficiently manage the CCA's power purchases and wholesale market transactions. The CCA's resource portfolio would ultimately include market purchases, shares of some relatively large power supply projects, as well as shares of smaller, most likely renewable resources with intermittent output. Managing a diverse resource portfolio with metered loads that will be heavily influenced by distributed generation may be one of the most important and complex functions of the CCA.

The CCA should initially contract with a third party possessing the necessary experience (proven track record, longevity, and financial capacity) to perform most of the CCA's portfolio operation requirements. This would include the procurement of energy and ancillary services, scheduling coordinator services, and day-ahead and real-time trading. Portfolio operations encompass the activities necessary for wholesale procurement of electricity to serve end use customers. These activities include the following:

- *Electricity Procurement* – assemble a portfolio of electricity resources to supply the electric needs of CCA customers.
- *Risk Management* – standard industry risk management techniques would be employed to reduce exposure to the volatility of energy markets and insulate customer rates from sudden changes in wholesale market prices.
- *Load Forecasting* – develop accurate load forecasts, both long-term for resource planning, and short-term for the electricity purchases and sales needed to maintain a balance between hourly resources and loads.
- *Scheduling Coordination* – scheduling and settling electric supply transactions with the CAISO, with related back office functions to confirm SDG&E billing to customers.

A CCA should approve and adopt a set of protocols that would serve as the risk management tools for the CCA and any third-party involved in the CCA portfolio operations. Protocols would define risk management policies and procedures, and a process for ensuring compliance throughout the CCA. During the initial start-up period, the chosen electric suppliers would bear most of the risk and be responsible for managing those risks. The protocols that cover electricity procurement activities should be developed before operations begin.

Based on conversations with scheduling coordinators currently working within the CAISO footprint, the estimated cost of scheduling services is $10,000 to $15,000 per month. For this study, schedule

[22] California Public Utility Commission. Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True-Up. November 2, 2020.

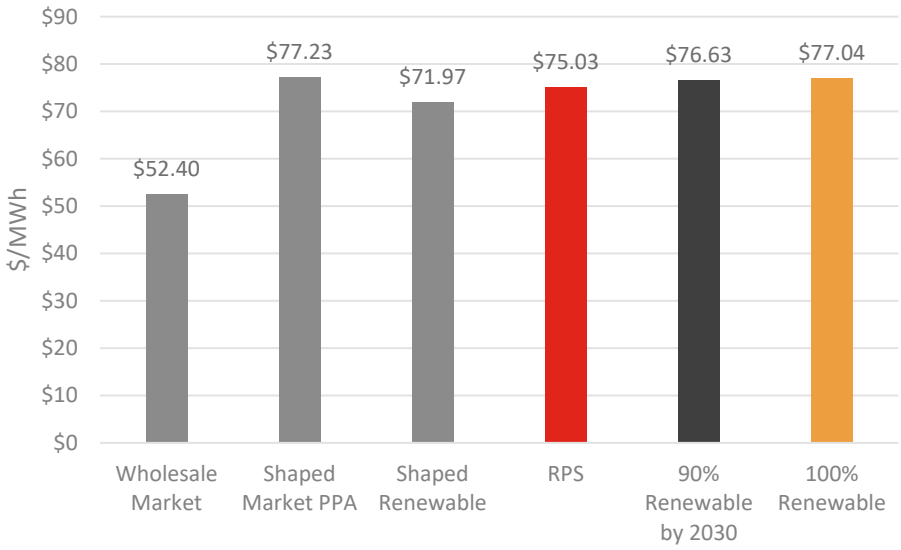
coordinator service costs are assumed at $10,000 plus another $16,000 per month for power procurement and risk management services.

4.3 RESOURCE PORTFOLIOS

Projected power supply costs were developed for three representative resource portfolios. For each of the resource portfolios, a combination of resources has been assumed to meet the renewable energy and GHG-free targets, resource adequacy targets, and ancillary and balancing requirements. The mixes of resources included in each portfolio are for analytical purposes only. The CCA should be flexible in its approach for obtaining the renewable and non-renewable resources necessary to meet these requirements.

Figure 4-7 shows the levelized resource costs used in this Study. It compares the costs of wholesale market power prices, a Power Purchase Agreement (PPA) tied to the wholesale market power prices, blended and shaped renewables, and the three portfolios evaluated in the Study.

FIGURE 4-7. BASE CASE LEVELIZED RESOURCE COSTS ($2021/MWH)



The levelized resource costs shown above include ancillary services, RA and necessary carbon free purchases for RPS PCC2 compliance. Scheduling services and other costs are not included. These costs would not change significantly due to different portfolio choice (90%, 95% or 100% renewable).

4.3.1 Renewable PPA Pricing

4.3.1.1 Short-Term Renewable Energy Contract Price

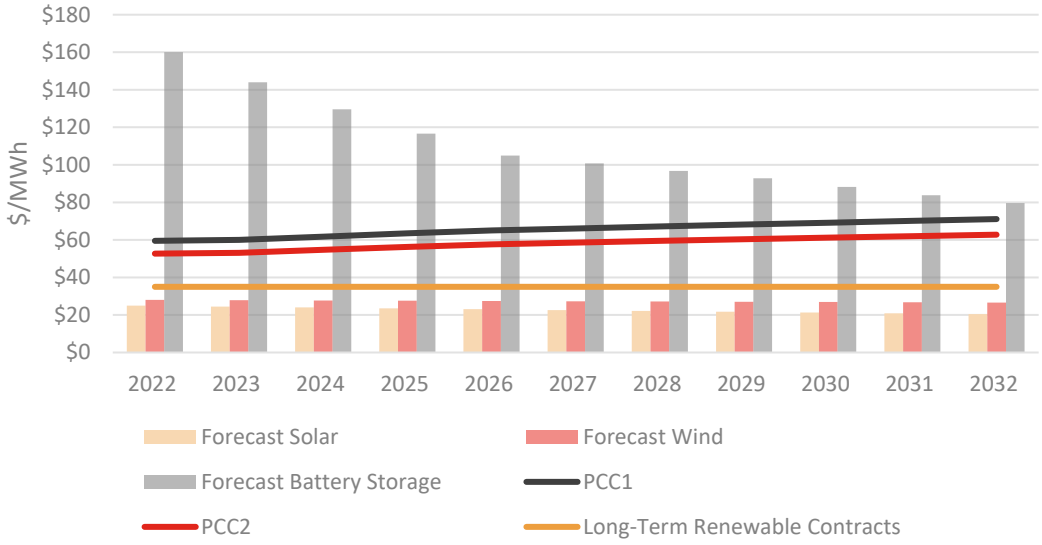
Short-term contracts have a term of fewer than 10 years. Short-term contract prices include two components: a price for energy that is based on forward wholesale market prices and a price for Renewable Energy Credits (RECs). To minimize power costs, it is assumed that the maximum amount of PCC2 RECs are purchased to meet unbundled REC allowances. This means that 75% of unbundled RECs are PCC1 and the remaining 25% are PCC2 RECs. PCC2 RECs are not considered carbon free by the CPUC, therefore, an equal quantity of GHG free power is purchased to equate PCC2 RECs to the same GHG content as PCC1 RECs.

4.3.1.2 Long-Term Renewable Energy Contract Price

The Study's base case includes a long-term renewable PPA fixed contract price of $35/MWh (all years). The $35/MWh assumption is conservative as other CCAs are currently signing PPAs for the output of solar projects with flat contract prices in the range of $20-$32/MWh for solar and wind, respectively. This higher price allows for both smaller-scale local projects to be added to the CCA resource mix and for solar plus battery resources. Typical solar plus battery storage resources have been offered at $25-$45/MWh.

The power supply costs are based on 65% of the RPS requirement purchased via the lower-cost long-term contracts beginning in 2023 to meet SB 350 requirements, as shown in Figure 4-8. The share of long-term contracts increases from 65% to 75% by 2030 to take advantage of lower cost renewables.

FIGURE 4-8. FORECAST POWER COSTS VS. FORECAST DEVELOPMENT COSTS



The above forecasts for specific resources are based on the Energy Information Administration (EIA) and Lazard sources for historic costs. Lazard shows a 5% decrease in unsubsidized wind costs from 2015-2020 and an 11% decrease in solar costs over the same period.[23] The EIA reports storage technologies have decreased in cost by 70% from 2015-2018.[24] Given these trends, the renewable prices used in the study are conservatively high.

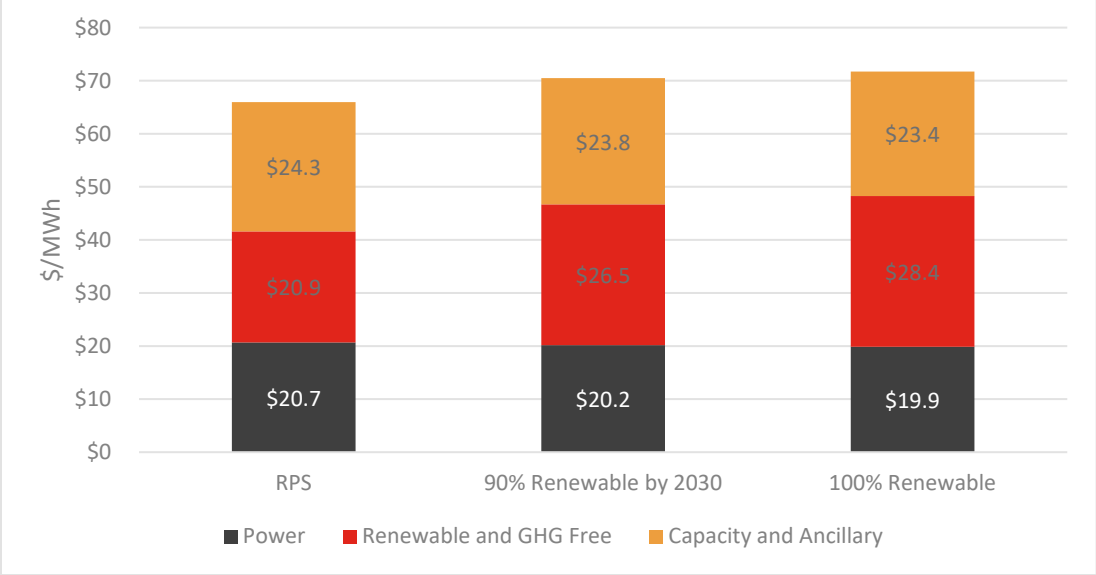
[23] https://www.lazard.com/perspective/levelized-cost-of-energy-and-levelized-cost-of-storage-2020/

[2424] https://www.eia.gov/todayinenergy/detail.php?id=45596

4.4 20-YEAR LEVELIZED PORTFOLIO COSTS

The 20-year levelized costs have been calculated based on the base case assumptions detailed above regarding resource costs and resource compositions under the three portfolios. Figure 4-9 shows a breakdown of power, renewable, and ancillary service costs components associated with each portfolio.

FIGURE 4-9. LEVELIZED BASE CASE PORTFOLIO COSTS ($/MWH)



As shown above, power costs under the three portfolios considered are similar except for the renewable component in each portfolio. There is a low level of power cost variance between these portfolios because the majority of power is supplied by market PPAs and renewable energy purchases, which are very close in cost. The difference is driven by the amount of renewable energy relative to the entire portfolio.

4.5 RESOURCE STRATEGY

A third-party vendor may manage a CCA's electric portfolio, at least during the initial implementation period. Through a power services agreement, a CCA can obtain full-service requirements electricity for its customers, including providing for all electric, ancillary services and the scheduling arrangements necessary to provide delivered electricity. The contracted power services manager would assist the CCA in meeting resource portfolio requirements such as the requirements for long-term renewable energy contracts and energy storage requirements. The costs for these resources are factored into the feasibility analysis.

After operations have begun, a CCA could decide to sign long-term PPAs, which could minimize the CCA's exposure to market prices and provide the CCA with the ability to increase the renewable percentage over time. Additionally, it is recommended that the CCA engage with a portfolio manager or schedule coordinator, who has expertise in risk management and would work with the CCA to design a comprehensive risk management strategy for long-term operations. A portfolio manager or schedule coordinator would actively track the CCA's portfolio and implement energy source diversification, monitor trends and changes in economic factors that may impact load, and identify opportunities for dispatchable energy storage systems or automatic controls for managing energy needs in real-time with the CAISO.

Once operational, the CCA will be subject to energy storage targets under AB 2514, the California Energy Storage Bill. AB 2514 was signed into law in September 2010 and established energy storage targets for IOUs, CCAs, and other LSEs in September 2013. The applicable CPUC decision established an energy storage procurement target for CCAs and other LSEs equal to 1% of their forecasted 2020 peak load. The decision requires that contracts be in place by 2020 and projects be installed by 2024. This requirement means that a VSME Partner CCA would need to issue an RFP for storage projects in its initial power supply procurement process.

5 Cost of Service

This section of the Study describes the financial pro forma analysis and cost of service for a VSME Partner CCA. It includes estimates of staffing and administrative costs, consultant costs, power supply costs, uncollectable charges, and SDG&E charges. In addition, it provides an estimate of start-up working capital and longer-term financial needs.

5.1 COST OF SERVICE FOR CCA OPERATIONS

The first category of the pro forma analysis is the cost of service for a VSME Partner CCA. To estimate the overall costs associated with CCA operations, administration costs are estimated and added to the power supply cost estimates. Once the costs of CCA operations have been determined, the total costs can be compared to SDG&E's projected rates.

5.2 NON-POWER SUPPLY COSTS

While power supply costs would make up the vast majority of costs associated with operating the VSME Partner CCA (power supply costs are roughly 90-95% total operating expenses), there are additional cost components that must be considered in the pro forma financial analysis. These additional non-power supply costs are summarized in Table 5-1 and then described below.

TABLE 5-1. ANNUAL NON-POWER SUPPLY COSTS

	One-Time Costs	2022	2023	2024
CAISO Deposit	$500,000			
SDG&E Security Deposit	$147,000			
CPUC Bond	$100,000			
Customer Notification	$300,000			
Billing & Data Management		$0	$1,177,000	$1,608,000
Power Management and Scheduling		$0	$225,000	$306,000
SDG&E Metering & Billing Fees		$0	$323,000	$441,000
General Legal, Regulatory, Power Contracts		$78,000	$316,000	$479,000
Marketing		$88,000	$153,000	$78,000
Technical Consulting Services		$113,000	$230,000	$260,000
Memberships		$0	$57,000	$78,000
Staffing		$0	$696,000	$1,097,000
General & Administrative Expenses		$0	$101,000	$103,000
Debt Service		$0	$2,299,000	$3,080,000
Total One-Time Costs	**$1,047,000**			
Total Operating & Administration Costs		**$279,000**	**$5,577,000**	**$7,530,000**

Pre-launch costs in 2022 can be variable depending on how quickly the CCA wants to begin outreach. The estimate in Table 5-1 is considered the minimum and is budgeted based on the $600,000 in start-up funds provided by member cities.

5.2.1 Estimated Staffing Costs

Staffing is a key component of operating a CCA. The VSME Partner CCA would have discretion to distribute operational and administrative tasks between internal staff and external consultants in any combination. For this Study, a limited staffing scenario is modeled. This minimum staff scenario relies on a few dedicated full-time staff members and the use of technical consultants for support. If the CCA finds that there are cost savings for increasing the number of organization staff, feasibility of this scenario would improve.

Based on the minimal staffing plan, the VSME Partner CCA would initially rely on staff from member cities and hire a CEO in 2023. Once the CCA launches, it is anticipated that staffing would increase to approximately 4 employees within the first year of operation. It should be noted that if the one or more of the Partners choose to join another CCA, there would likely be some economies of scale savings for overhead such as staffing.

5.2.2 General and Administrative Costs and Membership

Overhead needed to support the organization includes computers and other equipment, office furnishings, office space, utilities, and miscellaneous expenses. These expenses are estimated at $101,000/ year and escalated at 2%. A nominal fee is included for memberships. Many CCA's find the CalCCA membership valuable and become members after launch.

5.2.3 Outside Consultant Costs

Consultant costs would include outside assistance for legal and regulatory work, power supply management, communication and marketing, data management, financial consulting, technical consulting, and implementation support.

CCA data management providers supply customer management system software and oversee customer enrollment and service, as well as payment processing, accounts receivable, and verification services. The cost of data management is charged on a per customer basis and has been estimated based on existing contracts for similarly sized CCAs. For this Study, the cost for data management is estimated at $1.00 per account per month.

In addition, estimated funding for other consulting support (such as human resources, legal, customer service, etc.) is provided. These costs have been estimated based on the experience of start-up consulting costs at other CCAs. The estimate for each of the services is based on costs experienced by other CCAs. Consultant costs are increased by inflation every year.

5.2.4 SDG&E Fees

SDG&E would provide billing and metering services to the VSME Partner CCA based on Schedule CCA: Transportation of Electric Power to CCA Customers. The estimated costs payable to SDG&E for services related to the VSME Partner CCA start-up include costs associated with initiating service with SDG&E, processing of customer opt-out notices, customer enrollment, post enrollment opt-out processing, and billing fees.

5.2.5 Uncollectible Costs

As part of its operating costs, the CCA must account for customers that do not pay their electric bill. While SDG&E would attempt to collect outstanding funds, approximately 0.2% of revenues are estimated as uncollectible.[25] This cost is removed from the revenue projection in the proforma. It should be noted that uncollectible revenues will increase during economic downturns. The assumption in this study reflects long-term averages.

5.3 FINANCIAL RESERVES

The CCA is assumed to receive capital financing during its start-up through full operation. After a successful launch, a CCA should build up a reserve fund that is available to address contingencies, cost uncertainties, rate stabilization, or other risk factors faced by the CCA. This Study assumes that a CCA would begin building its reserve immediately upon launch. After five full operating years, it is estimated that the CCA will have accumulated enough reserves to cover four months of expenses. This level of reserves represents the industry standard for electric utilities and would provide financial stability to assist the CCA in obtaining favorable interest rates if additional financing is needed. After that point, revenues that exceed costs could be used to fund a reserve to mitigate rate changes, procure new local renewable resources, and pursue economic development projects and/or lower rates. Table 5-2 provides an estimate of the revenues available for local programs, rate stabilization, or additional rate discounts in excess of 2%. These financial reserves may be utilized for cash flow and to stabilize rates in response to market conditions or exit fee changes.

TABLE 5-2. RESERVES AND NEW PROGRAM ACCOUNT BALANCES, MILLIONS

	Reserve Fund Balance*	Operating Reserve Target (4 months O&M)	New Programs or Rate Reduction
2023	$0.6	$0.1	$0.0
2024	$25.8	$25.8	$9.4
2025	$33.4	$33.4	$8.5
2026	$33.8	$33.8	$17.3
2027	$34.3	$34.3	$17.6
2028	$34.8	$34.8	$19.1
2029	$34.0	$34.0	$25.2
2030	$34.7	$34.7	$24.7
2031	$35.4	$35.4	$25.6
2032	$36.0	$36.0	$26.9

* *Includes cash from financing*

[25] Based on SDG&E 2019 GRC uncollectible revenue as percent of total revenue.

5.4 FINANCING COSTS

In order to estimate financing costs, a detailed analysis of working capital needs and start-up capital is estimated. Each component is discussed below.

5.4.1 Cash Flow Analysis and Working Capital

This cash flow analysis estimates the level of working capital that would be required until full operation of the CCA is achieved. For the purposes of this Study, it is assumed that the CCA pre-operations begin in January 2022. The cash flow analysis identifies and provides monthly estimates for each of these two categories. A key aspect of the cash flow analysis is to focus primarily on the monthly costs and revenues associated with the CCA and specifically account for the transition or "phase-in" of CCA customers.

The cash flow analysis also provides estimates for revenues generated from CCA operations. In determining the level of revenues, the cash flow analysis assumes that all customers are enrolled at the same time. The results of the cash flow analysis provide an estimate of the level of working capital required for the CCA to move through the pre-operations period. This estimated level of working capital is determined by examining the monthly cumulative net cash flows (revenues minus cost of operations) based on payment terms, along with the timing of customer payments and power supply bill payments.

The cash flow analysis assumes that customers will make payments within 60 days of the service month, and that the CCA would make payments to power suppliers within 30 days of the service month. It is assumed that payments for all non-power supply expenses would need to be paid in the month they occur. Customer payments typically begin to come in soon after the bill is issued, and most are received before the due date; however, some customer payments are received well after the due date. The 30-day net lag in payment is therefore a conservative assumption for cash flow purposes.

For purposes of determining working capital requirements related to power purchases, the CCA would be responsible for providing the working capital needed to support electricity procurement unless the electricity provider can provide the working capital as part of the contract services. In addition, the CCA would be obligated to meet working capital requirements related to program management, the SDG&E program reserve of $147,000.[26] While the CCA may be able to utilize a line of credit, for this Study it is assumed that the working capital requirement is included in the financing associated with start-up funding. The Study finds that the CCA will need as much as $13 million in working capital and start-up funds. The CCA will also likely need an additional $5-10 million for power supply contract collateral.

For comparison, Marin Clean Energy (MCE) started with $3.3 million in pre-launch funding[27] and is now operating with $21.7 million in working capital.[28] Similarly, Sonoma Clean Power (SCP) acquired $6.2

[26] CPUC Decision 18-05-022
[27] https://www.mcecleanenergy.org/wp-content/uploads/2016/01/MCE-Start-Up-Timeline-and-Initial-Funding-Sources-10-6-14-1.pdf
[28] https://www.mcecleanenergy.org/wp-content/uploads/2016/09/MCE-Audited-Financial-Statements-2015-2016.pdf

million in pre-launch capital,[29] and now maintains working capital reserves of $25 million[30] while serving 25% more than the VSME Partner CCA's estimated load.[31] The working capital needs after launch assumed in this Study are reflective of the experience of successfully operating CCAs on a $/GWh basis.

5.4.2 Total Financing Requirements

The start-up of a VSME Partner CCA would require an amount of start-up capital for three major functions: (1) staffing and consultant costs; (2) overhead costs (office space, computers, etc.); and (3) CPUC Bond and SDG&E security deposits. The study assumes that a $500,000 CAISO fee is financed and repaid within 12 months of funding the cash for working capital loan.

Staffing, consultant, and other program initiation costs have been discussed previously. In addition, the Public Utilities Code requires demonstration of insurance or posting of a bond sufficient to cover re-entry fees imposed on customers that are involuntarily returned to SDG&E service under certain circumstances. SDG&E also requires a bond equivalent to the re-entry fee for voluntary returns to the IOU. This corresponds to the fees outlined in the CCA rate schedule from SDG&E. In addition, the bond must cover incremental procurement costs. Incremental procurement costs are power supply costs incurred by the IOU when a customer provides notice and returns to IOU bundled service. These incremental procurement costs are minimal as SDG&E has a surplus of power supply resources.

For a VSME Partner CCA, the total financing requirement, including working capital, collateral requirements, and start-up costs is $18 million.

5.4.3 Current CCA Funding Landscape

The CCA market is rapidly expanding with increasingly proven success. To date, existing CCAs have demonstrated the ability to generate positive operating results. The early sources that funded CCA start-up capital costs were community banks located in the CCA service territory, but now a mix of regional and large national banks have shown increased levels of interest evidenced by additional banks submitting proposals to CCAs in need of financing. As such, a VSME Partner CCA would likely have access to an adequate number of potential financial counterparties.

As CCAs have successfully launched across the state and a more robust data set of opt-out history becomes available, the financial community has demonstrated an increased level of comfort in providing credit support to CCAs. Most programs that have launched to date, along with those in development, have relied on a sponsoring entity to provide support for obtaining needed funds. This support has come in varied forms, which are summarized in Table 5-3. During the COVID-19 pandemic, SDCP relied on loan securitization from a local philanthropist. This arrangement is the only one of its kind to date and should not be considered a new normal.

[29] https://sonomacleanpower.org/wp-content/uploads/2015/01/2014-SCPA-Audited-Financials.pdf
[30] https://sonomacleanpower.org/wp-content/uploads/2015/01/2016-05-SCP-Compiled-Financial-Statements.pdf
[31] https://sonomacleanpower.org/wp-content/uploads/2015/01/2015-SCP-Implementation-Plan.pdf

TABLE 5-3. CCA FINANCIAL MECHANISMS

CCA Name	Date	Pre-Launch Funding Requirement[1]	Funding Sources
Marin Clean Energy	2010	$2- $5 million	Start-up loan from the County of Marin, individual investors, and local community bank loan.
Sonoma Clean Power	2014	$4 - $6 million	Loan from Sonoma County Water Authority as well as loans from a local community bank secured by a Sonoma County General Fund guarantee.
CleanPowerSF	2016	~$5 million	Appropriations from the Hetch Hetchy reserve (SFPUC).
Lancaster Choice Energy	2015	~$2 million	Loan from the City of Lancaster General Fund.
Peninsula Clean Energy	2016	$10 - $12 million	PCE obtained a $12 million loan with Barclays and almost $9 million with the County of San Mateo for start-up costs and collateral.
Silicon Valley Clean Energy	2017	$2.7 million	Loans from County of Santa Clara and City members, $21 million Line of Credit with $2 million guarantee, otherwise no collateral.
Clean Power Alliance	2018	$41 million	$10 million loan from Los Angeles County and $31 million Line of Credit from River City Bank.
Solana Energy Alliance	2018	N/A	Vendor Funding
East Bay Clean Energy	2018	$50 million	Revolving Line of Credit from Barclays.
Western Community Energy	2019	$13 Million	Revolving Line of Credit from Barclays
San Diego Community Power	2020	$40 million	Philanthropist loan securitization $5 million, River City Bank Loan $5 million pre-launch loan plus $35 million line of credit

[1] Source: Respective entity websites and publicly available information. These funds are representative of CCA funding at different times of start-up.

A review of the current state of options for obtaining funds for these initial phases is detailed below:

Direct Loan from the Member Cities – The VSME Partners could loan funds from their General Funds for all or a portion of the pre-launch through launch needs. Start-up funding provided by the Partners would be secured by the CCA's revenues once launched. The VSME Partners would likely assess a risk-appropriate rate for such a loan. This rate is estimated to be 4.0% to 6.0% per annum.

Collateral Arrangement from the Cities – As an alternative to a direct loan from the VSME Partners, the VSME Partners could establish an escrow account to backstop a lender's exposure to the CCA. The Cities would agree to deposit funds in an interest-bearing escrow account, which the lender could tap should the CCA revenues be insufficient to pay the lender directly. The VSME Cities' obligations would be secured by CCA revenues collected once the CCA is launched.

Loan from a Financial Institution without Support – Silicon Valley Clean Energy Authority (SVCEA) was able to use this option to fund ongoing working capital. After member agencies funded a total of $2.7 million in start-up funds, SVCEA obtained a $20 million line of credit without collateral. This is the most common financing option used by emerging CCAs. This arrangement typically requires a "lockbox" approach with a power provider. A lockbox arrangement requires the CCA to post revenues into a "lockbox" which power

suppliers can access in order to get paid first before the CCA. This arrangement reduces the required reserves and collateral required of a CCA.

Vendor Funding – The CCA could negotiate with its power suppliers or other vendors to eliminate or reduce the need for supplemental start-up and operating capital. However, the vendor funding approach can be less transparent as the vendor controls expenses and activities, and the associated cost may outweigh the benefit of eliminating or reducing the need for bank financing.

Revenue Bond Financing – This financing option becomes feasible only after the CCA is fully operational and has an established credit rating.

5.4.4 CCA Financing Plan

While there are many options available to the CCA for financing, it is expected that initial start-up funding will be provided via short-term financing with a loan from a financial institution. The CCA would recover the principal and interest costs associated with the start-up funding via subsequent retail rate collections. This Study demonstrates that the CCA start-up costs would be fully recovered within the first five years of CCA operations.

The anticipated start-up and working capital requirements for a VSME Partner CCA through launch are approximately $600,000 for pre-startup costs, $13 million for working capital, and $5 million for power supply collateral. Once the CCA program is operational, these costs would be recovered through retail rate collections. Actual recovery of these costs would be dependent on third-party electricity purchase prices and the rates set by the CCA for customers.

Based on several recent examples of CCAs obtaining financing for start-up and operating costs, this financial analysis assumes that the CCA would be able to obtain a loan for all $18 million with a term of 5 years at a rate of 5.0%. This is very conservative, as most CCAs will operate on a line of credit for the majority of working capital needs. The detail of the cash flow analysis is provided in the Appendix.

6 Rate Comparison

This section provides a comparison of rates between SDG&E and a VSME Partner CCA. Rates are evaluated based on the CCA's total electric bundled rates as compared to SDG&E's total bundled rates. Total bundled electric rates include the rates charged by the CCA, including non-bypassable charges, plus SDG&E's delivery charges.

6.1 RATES PAID BY SDG&E BUNDLED CUSTOMERS

Customers served by SDG&E will pay a bundled rate that includes SDG&E's generation and delivery charges. SDG&E's current rates and surcharges have been applied to customer load data aggregated by major rate schedules to form the basis for the SDG&E rate forecast.

The average SDG&E delivery rate, which is paid by both SDG&E bundled customers and CCA customers, has been calculated based on the forecasted customer mix for a VSME Partner CCA. The SDG&E rate forecast assumes that delivery costs will be based on SDG&E's recent General Rate Case (GRC) filing for 2019 to 2021. Thereafter, it is assumed that the delivery costs will increase by 2% per year based on inflation expectations. Similarly, the average power supply rate component for SDG&E bundled customers has been calculated based on the projected CCA customer mix.

Finally, the SDG&E generation rates have been projected to increase 1-2% per year. These cost projections are consistent with a power market that has experienced decreasing energy costs but increasing capacity costs. It's expected that the primary driver for SDG&E generation rate forecasts will be for capacity resources and the sale of excess contracts where the cost to SDG&E of those contracts exceeds the market value. These above market costs will be shared among both bundled and unbundled customers through the PCIA.

6.2 RATES PAID BY CCA CUSTOMERS

The Study assumes that VSME Partner CCA rate designs would initially mirror the structure of SDG&E's rates so that similar rates can be provided to CCA's customers and bill comparisons can be made on an apples-to-apples basis. SDG&E is moving towards Time-of-Use (TOU) rates for all customers and it is assumed that the CCA would follow this transition initially. In determining the level of CCA rates, the financial analysis assumes all customers are enrolled at the same time and that the implementation phase costs are financed via start-up loans.

In addition to paying the CCA's power supply rate, CCA customers would pay the SDG&E delivery rate and non-bypassable charges. These non-bypassable charges include: 1) Department of Water Resources Bond Charge (DWRBC), 2) Ongoing Competition Transition Charge (CTC), and 3) Power Charge Indifference Adjustment (PCIA). The DWRBC and CTC are charged to SDG&E's bundled customers in the SDG&E delivery charge. It is therefore assumed that the CCA customers would pay these charges as part of the delivery charges, as well. As such, the only additional non-bypassable charge that is payable to SDG&E by a VSME Partner CCA is the PCIA.

6.2.1 Power Charge Indifference Adjustment

The PCIA is an exit fee that is added to CCA accounts to cover an IOU's stranded costs associated with energy purchases made to anticipated, but unrealized, demand. IOUs enter long-term power contracts

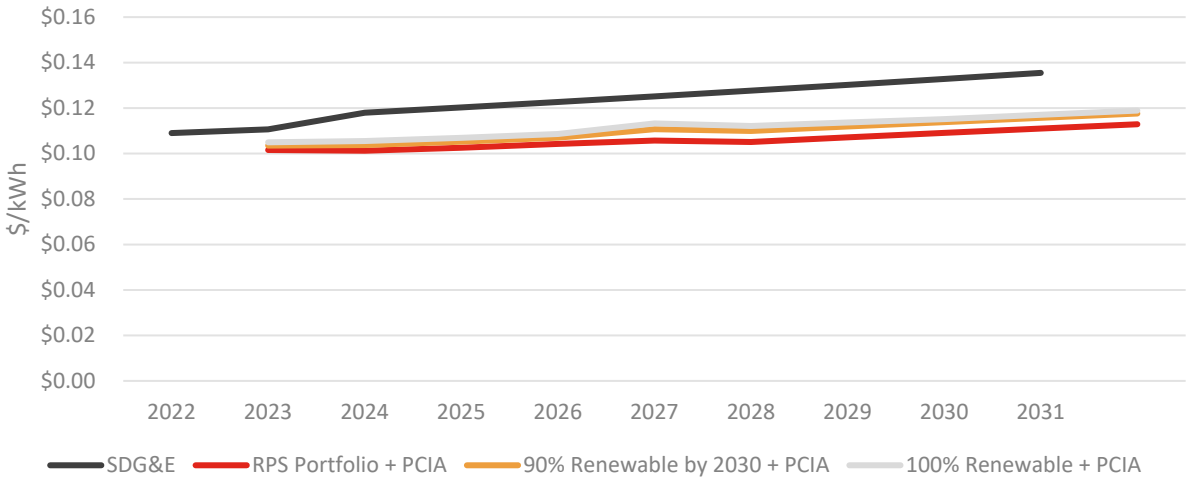
anticipating load growth; however, with direct access and CCA programs, a significant share of SDG&E's loads will be unbundled by 2023.

With a launch date of April 2023, the VSME Partner CCA customers would pay the 2022 PCIA vintage rate. The 2022 vintage PCIA will first be set in Q4 of 2021 and be effective January 1, 2022. The rate will then be updated in fall of 2022 for the 2023 calendar year. Because the rate will not be set for some time, the 2021 Vintage rate is used to forecast the 2022 vintage rate in 2023. The forecast considers the balancing accounts and adjustments made for the 2021 calendar year. The system PCIA rate averages $0.02 in 2023 and increases 5% per year after. These assumptions are conservative as it is more likely that the PCIA will decrease within the 10-year timeframe. SDG&E reports that over 1,200 MW in contracts will expire by 2030.[32] Section 8 of this study discusses the risks associated with the PCIA.

6.3 RETAIL RATE COMPARISON

Based on the CCA's projected power supply costs, PCIA, operating costs, and SDG&E's power supply and delivery costs, forecasts of CCA and SDG&E total rates are developed. The analysis balances the rate discount, collection of reserves, and the share of renewable and GHG-free resources purchased. If the discount is too high, the CCA will not be able to collect sufficient reserves to meet reserve targets within the first 5 years. If it is assumed that the CCA will purchase 100% renewable energy, then rates will have to be set close to SDG&E's rates in order for the CCA to collect sufficient revenues to meet costs and reserve requirements. Figure 7-1 compares the forecast SDG&E generation rate with generation costs for the CCA under each power supply portfolio option plus the PCIA. Figure 6-1 illustrates that there is an opportunity for the CCA to offer lower rates while collecting reserves and offering programs.

FIGURE 6-1. AVERAGE GENERATION COST COMPARISON



[32] SDG&E 2020 IRP Appendix 2. Table 2-1 page 9.

A financial pro forma in support of these rates is available in Appendix A. As noted above, there is a viable business case for a VSME Partner CCA. Given this feasibility, the balance of this Study will complete the Business Plan scope. The Business Plan will address the environmental, economic, risk, and governance options associated with a VSME Partner CCA.

7 Environmental and Macroeconomic Impacts

This section provides an overview of the potential environmental and macroeconomic impacts to San Diego County from the implementation of a VSME Partner CCA. In addition, potential future programs that could be offered by a VSME Partner CCA are outlined.

7.1 IMPACT OF RESOURCE PLAN ON GREENHOUSE GAS (GHG) EMISSIONS

According to SDG&E's power content label, SDG&E's resource mix is 43%[33] renewable. While SDG&E reports a large share of renewable energy, some of this share is due to SDG&E's accounting of unbundled RECs. These RECs are not considered GHG free, and when they are excluded, it reduces SDG&E's renewable energy share to 31%.[34] This Study evaluated a VSME CCA assuming that all RPS qualifying resources would be GHG free resulting in portfolios that would significantly reduce the GHG emissions compared with continued service from SDG&E. Through a CCA program, the VSME Cities could choose to offer 100% GHG free power and reduce emissions by at least 890,000 metric tons over the study period compared with continued service from SDG&E. This reduction in GHG emissions was estimated based on SDG&E's most recent IRP filing, and are considered conservative. Additionally, a CCA program would have full control over its power supply portfolio. CCAs have historically set portfolio goals and have been able to achieve those goals while offering competitive rates. If the VSME Cities choose to continue bundled service through SDG&E, the options for achieving GHG-free power supply prior to state mandates will be limited. Currently the state requires that zero-carbon (Clean Energy) resources supply 100% of all retail sales of electricity to California end-use customers no later than December 31, 2045 (Senate Bill 100).

7.2 LOCAL RESOURCES/BEHIND THE METER CCA PROGRAMS

The CCA would have the option to invest in a range of programs to expand renewable energy use and enhance economic development in the county. Increased renewable energy use can be accomplished by supporting customers wishing to install small renewable generation facilities (net energy metering), purchasing from small local for-profit renewable generators (feed-in tariffs), purchasing renewable resources directly, and supporting electric vehicle use. The VSME Partners can identify other program goals in the areas of: building energy efficiency and electrification, energy efficient construction, clean energy transportation enhancement, and energy storage. CCAs are a viable mechanism for developing and implementing these types of programs using funding from a variety of sources, including CCA operating revenues, the CPUC, and the California Energy Commission (CEC).

[33] 2018 SDG&E Power Content Label.

[34] Elmer, MacKenzie. SDG&E Walks Back Claim it Delivers 45 Percent Renewable Energy. Voice of San Diego May 3, 2021. Available at: https://www.voiceofsandiego.org/topics/news/sdge-walks-back-claim-it-delivers-45-percent-renewable-energy/

Each of these programs also yields economic development benefits by stimulating spending locally and reducing costs for local customers. Economic development can also be accomplished by providing additional support for low-income customers or extra support for new or growing businesses. The following sections discuss these programs in further detail.

7.3 ECONOMIC DEVELOPMENT RATE INCENTIVE

There are several programs that CCAs can offer to stimulate local economic development in their service area. One is a special economic development rate to encourage job providers to locate within the CCA jurisdiction.

Another type of program that promotes economic development is one that provides incentives for businesses to locate in the service area, remain there, or expand. For instance, the CCA could offer rebate programs or fund infrastructure costs for a business to target the business sectors of interest to their service area. For example, if a large industrial customer would like to locate within the CCA service area, increased efficiency may result in decreased costs to all other customers due to overhead cost sharing, allowing an incentive to be paid to the new industrial customer.

7.4 NET ENERGY METERING (NEM) PROGRAM

The CCA could establish a Net Energy Metering (NEM) program for qualified customers in their service territory to encourage wider use of distributed energy resources (DER) such as rooftop solar, energy storage, demand-side management, energy efficiency, demand response, and electric vehicle charging. The CPUC is currently piloting programs for these DERs where actual savings and system benefits are measured through customer meters rather than using DER equipment modeling. NEM programs allow energy customers who generate some or all of their own power and sell excess generation to the grid to accrue credit, all while inherently providing additional grid supportive services such as volt/var support, frequency regulation, and transmission and distribution line-loss reduction.

SDG&E currently offers a NEM program for solar generation in which customers receive an annual "true-up" statement at the end of every 12-month billing cycle. This allows customers to balance credit earned in summer months (when solar energy generation is highest) with charges accrued in the winter (when solar generation is lower, and customers rely more on SDG&E's bundled service). Customers earn power credits at the value of electricity and the value of renewable energy credits, though they are not paid for excess generation. Credits unused at the end of each year expire. This policy therefore incentivizes customers to limit the size of their generation system, as excess generation supplied to the grid will not provide a return.

All of the CCAs currently operating in California also offer NEM programs, and three of the most recently operational CCAs have offered them at the launch of service.[35] All of these CCA-managed NEM programs offer greater incentives than IOUs for customers in their service area to invest in more and larger

[35] https://pioneercommunityenergy.ca.gov/home/nem-solar/, https://www.poweredbyprime.org/faq, http://www.applevalley.org/home/showdocument?id=18607

Distributed Energy Resources. Higher incentives up to the full retail rate have been offered. This has the benefit of increasing the supply of renewable resources available to these CCAs as well as encouraging high participation rates among current and potential NEM customers. A VSME Partner CCA would have the option to implement a similar NEM program and the ability to stimulate local economic development in the form of new DER system investments and associated business activity.

7.5 FEED-IN TARIFFS

Feed-in tariffs (FIT) offer terms by which electric service providers such as IOUs and CCAs purchase power from small-scale renewable electricity projects within their service territory. In contrast with NEM programs, which typically target owners of homes and small businesses who wish to install a rooftop photovoltaic (PV) system, FIT programs target owners of larger generation projects, in the range of 0.5-3 MW. These could be larger rooftop photovoltaic (PV) systems located at industrial sites or ground-mounted solar shade structures in parking lots. In developing a FIT program of its own, the VSME Partner CCA could incentivize customers in their service area to develop local renewable resources.

7.6 LOCAL GENERATION RESOURCES DEVELOPMENT

A final option to drive investment in local renewable generation resources within the CCA service area is for the CCA itself to build or acquire generation resources. For example, Marin Clean Energy (MCE) currently has 10.5 MW of CCA-owned local solar PV projects under development and is planning to develop or purchase up to 25 MW of locally constructed, utility scale renewable generating capacity by 2021.[36] This model of CCA-owned resources provides CCAs with a guaranteed renewable power source as well as local economic stimulus.

7.7 ELECTRIC VEHICLE (EV) PROGRAMS AND CHARGING STATIONS

Encouraging electric vehicle use can both increase load serving entity (LSE) total load and reduce greenhouse gas emissions within its service area. Many LSEs offer special rates for electric vehicle charging. SDG&E offers two non-tiered, time-of-use (TOU) plans for electric vehicle charging, EV-TOU-2 and EV-TOU-5, that combine the load of vehicle charging with the load of the residence. The two programs offer different TOU periods. EV-TOU customers install a separate meter explicitly for vehicle charging,[37] and TOU rates encourage vehicle charging at times when energy is cheapest, or system load is lowest. MCE offers a similar program for their customers with lower rates than PG&E, the incumbent IOU.[38]

In addition to targeted rate programs, CCAs can encourage electric vehicle use by investing in local electric vehicle charging stations. Silicon Valley Power (SVP) opened the largest public electric vehicle-charging center in the State in April 2016. The facility features 48 Level 2 chargers and one DC Fast Charger.[39] Sonoma Clean Power (SCP) also provided qualified customers with incentives to purchase EVs in 2016 and

[36]https://www.mcecleanenergy.org/wp-content/uploads/2017/11/MCE-2018-Integrated-Resource-Plan-FINAL-2017.11.02.pdf
[37] https://www.sdge.com/residential/pricing-plans/about-our-pricing-plans/electric-vehicle-plans
[38] https://www.mcecleanenergy.org/electric-vehicles/
[39] http://www.siliconvalleypower.com/Home/Components/News/News/5036/2065

continued the program in 2017.[40] A VSME Partner CCA could invest in similar projects to promote electric vehicle use within its service area.

7.8 LOW INCOME PROGRAMS

SDG&E offers assistance to low-income customers on both one-time and long-term bases. For customers in need of sustained assistance, SDG&E offers rates that are up to 30% lower for qualifying households under the California Alternate Rate Energy (CARE)[41] program. The CARE program is mandatory for IOUs per California Public Utilities Code 739.1. The program is set up for electric corporations that have 100,000 or more customer accounts to provide a 30-35% discount on electric utility bills on households that are at or below 200% of the federal poverty line. Funding for CARE is collected on an equal cents/kWh basis from all customer classes except street lighting. This program, like other SDG&E low-income programs, would continue to be available to CCA customers through SDG&E.

In addition, the Family Electric Rate Assistance (FERA) Program provides a monthly discount on electric bills. This program is designed for income-qualified households of three or more persons. Finally, the California Department of Community Services and Development (CSD) oversees a federal program, Low-Income Home Energy Assistance Program (LIHEAP), which offers support for heating, cooling, and weatherproofing homes. Further federally assisted programs managed by the state offer home weatherization assistance for qualifying low-income customers.

7.9 ECONOMIC IMPACTS IN THE COMMUNITY

The analyses contained in this Study for the formation of a VSME Partner CCA have focused only on the direct economic effects of this formation. However, in addition to direct effects, indirect macroeconomic effects are also expected.

The indirect effects of creating a CCA include the effects of increased commerce and disposable income. Within this Study, an input-output (IO) analysis is undertaken to analyze these indirect effects. The IO model estimated the impact on the economy of forming a CCA that would lead to lower energy rates for CCA customers. Three types of indirect impacts are analyzed in the IO model. These are described below.

Local Investment – The CCA may choose to implement programs to incentivize investments in local distributed energy resources (DER). The CCA may choose to invest in local DER generation projects in the form of behind the meter or community projects where several customers participate in a centrally located project (e.g. “community solar”). Demand for local renewable resources resulting from these projects would lead to an increase in the manufacturing and installation of DER, along with an increase in employment in the related manufacturing and construction sectors.

[40] https://sonomacleanpower.org/sonoma-clean-power-launches-ev-incentive-program/

[41] https://www.sdge.com/residential/pay-bill/get-payment-bill-assistance/assistance-programs

Increased Disposable Income – Establishing a CCA could lead to reduced customer rates for energy, more disposable income for individuals, and greater revenues for businesses. These cost savings would then lead to more investment by individuals and businesses for personal or business purposes. Increases in spending would in turn lead to increased employment for multiple sectors such as retail, construction, and manufacturing.

Environmental and Health Impacts – With the creation of a CCA, other non-commerce indirect effects would occur. These may be environmental, such as improved air quality or improved human health due to the CCA utilizing more renewable energy sources, versus continuing use of traditional energy sources, which may have a greater GHG footprint. While a change in GHG emissions is not modeled directly in economic development models used in this Study, reductions in these emissions are captured in indirect effects projected by the models to the extent that carbon prices are accounted for in the input-output matrix.[42]

Input-Output Modeling (IO Modeling) – County-wide electric rate savings and growth in manufacturing jobs and other energy intensive industries are expected to spur economic development impacts. Table 7-2 shows the effect of $9.3 million in rate savings could have on the county economy as estimated in the County of San Diego IMPLAN model.[43] The $9.3 million rate savings represents the minimum annual bill savings projected to occur once the CCA has achieved full operation if all of the load is included (SDG&E-Equivalent Renewable portfolio or 90% Renewable by 2030). The IMPLAN model is an IO model that estimates impacts to an economy due to a change to various inputs such as industry income, supply costs, or changes to labor and household income. Both positive and negative impacts can be measured using IO modeling. IO modeling produces results broken down into several categories. Each of these is described below:

- Direct Effects – Increased purchases of inputs used to produce final goods and services purchased by residents. Direct effects are the input values in an IO model, or first round effects.
- Indirect Effects – Value of inputs used by firms affected by direct effects (inputs). Economic activity that supports direct effects.
- Induced Effects – Results of Direct and Indirect effects (calculated using multipliers). Represents economic activity from household spending.
- Total Effects – Sum of Direct, Indirect, and Induced effects.
- Total Output – Value of all goods and services produced by industries.
- Value Added – Total Output less value of inputs, or the Net Benefit/Impact to an economy.
- Employment – Number of additional/reduced full time employment resulting from direct effects.

[42] Decreased health care costs have been modeled to make a major contribution to the local economy. e.g., DT Shindell, Y. Lee & G. Faluvegi, Climate and health impacts of US emissions reductions consistent with 2 °C; *Nature Climate Change* **volume 6**, pages 503–507 (2016)

[43] http://www.implan.com/

This Study uses Value Added and Employment figures to represent the total additional economic impact of the rate savings associated with CCA formation.

The projected rate savings are modeled for residential, commercial, industrial, and agricultural sectors. For residential, the rate savings are modeled at different household income levels to estimate the impact on the economy from reduced bills. Estimated household income distribution is based on the income percentiles from the County-wide statistical atlas.[44] The change in household income assumes that all households are impacted proportionately; however, in practice lower income households typically see the most significant benefit due to the disproportionate amount of total household income that goes to costs associated with household electricity use. Generally, lower income families are not able to reduce their utility bills as easily through efficiency upgrades or modified behavior due to lack of disposable income. Therefore, the overall impacts of rate savings are likely underestimated.

Table 7-1 details the macroeconomic impacts anticipated from the generation rate savings after forming the CCA. The total output for one year of rate savings is estimated at $13.5 million. In addition, the rate savings are estimated to produce an additional 113 full time jobs.

TABLE 7-1. POTENTIAL ECONOMIC IMPACTS FROM RATE SAVINGS[1]

Impact Type	Employment	Labor Income	Total Value Added	Output
Direct Effect	52	2,556,000	2,592,000	4,767,000
Indirect Effect	10	663,000	1,074,000	1,798,000
Induced Effect	48	2,349,000	4,285,000	6,936,000
Total Effect	113	5,567,000	7,950,000	13,501,000

1. Based on $9.3 million in rate savings per year. The full impact to the County is estimated, though, it can be expected that a large share of these impacts would be realized across the entire VSME Partner CCA service territory.

These savings are based on the economic construct that households would spend some share of the increased disposable income on more goods and services. This increased spending on goods and services would then lead to producers either increasing the wages of their current employees or hiring additional employees to handle the increased demand. Increases in wages or additional hires would in turn give new or existing employees a larger disposable income, which they would then presumably spend on goods and services, thus repeating the cycle of increased demand. In addition, reduced inputs to production for non-residential electric customers would allow companies to invest in other areas to promote growth such as hiring new employees, offering additional training, and purchasing upgraded equipment.

[44] Statistical Atlas. San Diego, California. Available online: https://statisticalatlas.com/county/California/San-Diego-County/Household-Income data from U.S. Census Bureau.

8 Sensitivity and Risk Analysis

The economic analysis provides a Base Case scenario for forming a CCA. The Base Case is predicated on numerous assumptions and estimates that influence the overall results. This section of the Study will provide the range of impacts that could result from changes in the most significant variables for the portfolios described in the Power Supply Strategy and Cost of Service sections of this Study. In addition, this section will address uncertainties that should be addressed and mitigated to the maximum extent possible.

8.1 NO ACTION OPTION REVIEW

Prior to engaging in the Sensitivity and Risk analysis, it is important to also assess the option to not proceed with a CCA. Under this option, the VSME Partners may elect to not move forward at this time and possibly reconsider at a later date. This would leave the VSME Partners' customers with SDG&E service and there would be no further action to take at this time.

Reasons for pursuing this option may include avoiding any risk to the VSME Partners from a CCA, keeping the VSME Partners out of the energy procurement business—which is not a core function for many cities, avoiding concerns that SDG&E or the CPUC could change legislative rules that impact future costs making CCA operation more difficult, or determining that the VSME Partners and other local agencies lack sufficient technical experience to set-up and manage a CCA or JPA. Risks to a VSME Partner CCA are described in more detail in Table 8-1.

Risks in pursuing the no action option include missing the opportunity to negotiate favorable terms in a JPA partnership other jurisdictions. Without a CCA, customers located in the cities would not have a choice in their power supply, and they could miss out on potential program benefits discussed in the previous chapter such as NEM, energy efficiency programs, or electric vehicle programs.

8.2 CCA RISK ANALYSIS

The following analysis is an overview of risks and their relative severity, followed by a discussion of each factor. For variables where uncertainty is quantified, key assumptions are discussed, and a reasonable range of outcomes is established. The range in variable assumptions is meant to reflect probable futures, but do not demonstrate the full scope of possible outcomes. The CCA's rate impacts are estimated using a range of likely outcomes and presented in a scenario analysis.

When evaluating risks, it is important to note that power supply costs are approximately 60% of the total costs, SDG&E non-by-passable (PCIA/CTC) charges account for 30%, and operating costs and reserve contributions account for 10% of total CCA revenue requirement. Figure 8-1 illustrates this breakdown of CCA costs. Table 8-1 provides discussion of each risk factor.

FIGURE 8-1. GENERATION RATE COMPARISON 90% RENEWABLE BY 2030 PORTFOLIO

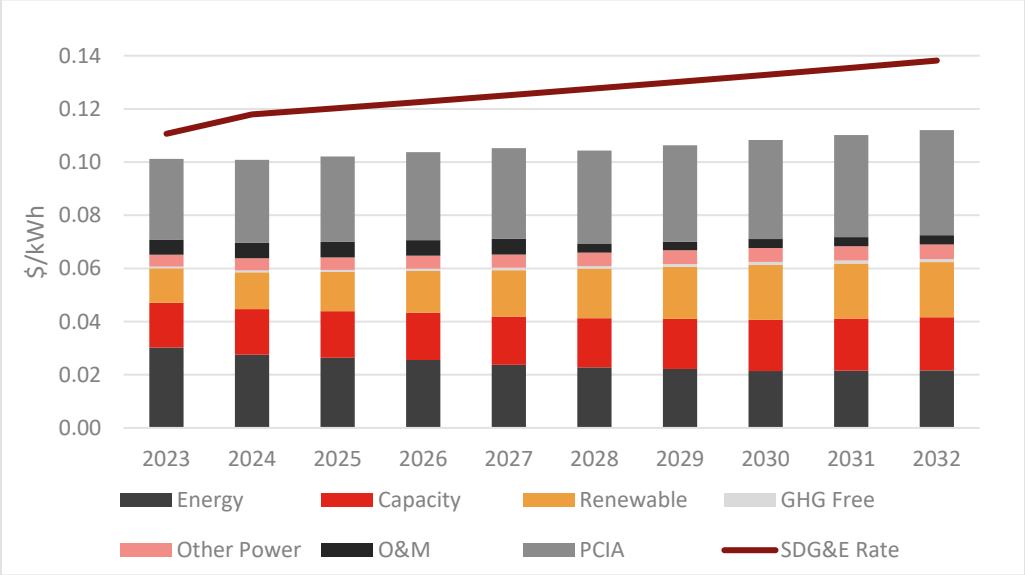


TABLE 8-1. UNCERTAINTY AND MITIGATION STRATEGIES

	Risk	Description	Problem	Mitigation Strategy	Likelihood of Problem	Severity of Problem	Potential to "Suspend" CCA
1	SDG&E Rates and Surcharges	SDG&E's generation rates decrease or its non-bypassable charges (PCIA/CTC) increase	• CCA rates exceed SDG&E • Increased customer opt-out rate	• Establish Rate Stabilization Fund • Invest in a balanced energy supply portfolio to remain agile in power market • Emphasize the value of programs, local control, and environmental impact in marketing	High – most operating CCAs in California have undergone short periods of rate competition from the incumbent IOU.	Medium - CCAs have been able to buffer rate impacts using financial reserves, then adjust power supply to regain rate advantage.	Medium – CCAs may need to rely on reserves to manage short-term fluctuations.
2	Regulatory Risks	Energy policy is enacted that compromises CCA competitiveness or independence	• New costs incurred • Reduced authority	• Coordination with CCA community on regulatory involvement • Hire lobbyists and regulatory representatives to advocate for CCA	Low – existing regulatory precedent and a growing market share makes the likelihood of state policies that severely disadvantage CCAs low.	High – a worst-case scenario regulatory legislative decision limiting CCA autonomy or enforcing additional costs could hinder CCA viability.	Medium – energy policy severe enough to make CCA infeasible is not likely.
3	Power Supply Costs	Power prices increase at crucial time for CCA	• CCA rates exceed SDG&E • Increased customer opt-out rate	• Long-term contracts • Draw on CCA reserves to stabilize rates through price spike	Low – market prices are unlikely to spike enough to make CCA financially infeasible prior to CCA launch. From that point on, the CCA can limit its exposure through contract selection.	Medium – a poorly timed price spike combined with poor power supply contract management could require CCA to dig into reserves or delay launch.	Low – CCA and IOU face the same market for power.
4	SDG&E RPS Share	SDG&E's RPS or GHG-free power portfolio grows to match or exceed CCA's	Increased customer opt-out rate	• Increase renewable power portfolio • Emphasize rates and local programs in marketing	Medium – SDG&E's power portfolio is dynamic and could change rapidly as a result of other CCA departures.	Low – CCA would have capability to increase renewable energy purchases to match or exceed SDG&E if the event occurs. In addition, CCA would promote other benefits of its service to customers.	Very Low – CCA is likely to respond effectively if this occurs.

	Risk	Description	Problem	Mitigation Strategy	Likelihood of Problem	Severity of Problem	Potential to "Suspend" CCA
5	Availability of RPS/GHG-free power	Unexpectedly high market demand or loss of supply of renewable resources	• CCA unable to provide target power products	• Shift emphasis to GHG-free or RPS resources depending on availability • Secure long-term contracts • Invest in local renewable resources	Low – power procurement providers are projecting a plethora of RPS and GHG-free bids available on the market.	Medium – if CCA were unexpectedly unable to procure enough RPS or GHG-free power, it could emphasize other program strengths to retain customers until new resources came online.	Low – negligible chance of occurring.
6	Financial Risks	CCA is unable to acquire desired financing or credit	• Slower or delayed program launch • Unable to build generation projects	• Adopt gradual program roll-out • Establish Rate Stabilization Fund • Minimize overhead costs	Low – CCAs have become sufficiently established in California, such that financing is almost certainly available.	Medium – in the event CCA is limited in financing options, it can adopt a more conservative program design and gradual roll-out.	Low
7	Loads and customer participation	Unprecedented opt-out rate reduces competitiveness Net Zero homes	• Excess power contracts • Poor margins	• Increase marketing • Reduce overhead • Expand to new customer markets • Consider merging with existing CCA • Consistent CCA rate review	Low – as CCAs have become more common in California, and CCA marketing firms have become more experienced, opt-out rates have declined. Current saturation of net zero or NEM customers is low	Low – CCA would have numerous viable options in the event they suffer unexpectedly low participation.	Low
8	Direct Access Changes	CPUC opens DA to a broader customer base and the CCA loses commercial load	• Excess power contracts • Lower margins	• County loads are >50% residential • Charge exit fee to departing loads after 60 day opt-out notice issued	Low – CPUC has discussed opening up DA to all non-residential, but have only slowly increased the cap.	Low – with the large customer base in unincorporated county, a VSME Partner CCA is feasible even without commercial accounts.	Low

The various sensitivities are discussed below followed by the results of the sensitivity analysis.

8.3 SDG&E RATES AND SURCHARGES

Sensitivity analyses were conducted for two components of SDG&E rates: generation rate and the PCIA. Delivery rates are paid by both CCA and SDG&E bundled customers. As such, changes in delivery rates impact all customers equally.

8.3.1 Generation Rate

SDG&E generation rates are projected to increase on average by 2% per year over the next 10 years based on the projected market prices, SDG&E's current resource mix and future requirements. To explore the impact in the case that SDG&E's generation rate changes significantly relative to the CCA's generation cost, SDG&E's generation rates and power costs are modeled in the high and low case by incorporating higher (3%) and lower (-1%) generation rate growth rates.

8.3.2 PCIA

When legislation was introduced to allow the formation of CCAs, it was recognized that the IOUs currently serving the potential CCA customers might face stranded generation costs. The PCIA methodology was established by the CPUC as a means for IOUs to recover those stranded costs. The PCIA faces several issues, however, including the source and transparency of data used for its calculation and the fact that the PCIA level is variable and contains a great amount of uncertainty.

The level of the PCIA, or other non-bypassable charge that will potentially replace the PCIA, would impact the cost competitiveness of the VSME Partner CCA. In order to be competitive, the CCA's power supply costs plus PCIA and other surcharges must be at or lower than SDG&E's generation rates. Many factors influence the PCIA, but primarily the PCIA is determined by the cost of power contracts and the cost to SDG&E from departing load. Uncertainties surrounding the PCIA include methodology assumptions unique to SDG&E, as well as to what degree previously acquired power contracts can be retired. The potential for the PCIA to increase sharply occurs when SDG&E must sell previously contracted power at times when wholesale power prices are much lower. The PCIA also has potential to decrease since it reflects SDG&E's own resources and signed contracts obtained prior to load departure; once those contracts expire, the related PCIA would disappear. The PCIA would therefore vary over time, but it is expected that it would decline as market prices increase and grandfathered contracts expire.

The uncertainty associated with forecasted PCIA rates is modeled considering historic PCIA increases as well as the adopted methodology used for the PCIA calculation (October 11, 2018) and proposed changes currently ongoing within the new rulemaking process. In addition to the base case, low and high PCIA forecasts are modeled. High PCIA rates have historically not been maintained and often become implemented as a result of the accounting and rate setting process the IOUs go through each year. The PCIA rate will also vary by vintage where some vintages may see large temporary rate increases while other vintages may experience rate reductions. A high PCIA rate scenario increases the PCIA by $0.005/kWh above the base case for 3 years. A low PCIA rate scenario is not modeled as it would only inform the additional rate savings available to CCA customers and does not change the result showing program viability.

8.4 REGULATORY UNCERTAINTIES

There are numerous factors that could impact SDG&E's rates in addition to the market price impacts described above. Regulatory changes, plant or technology retirements, inflation, and gas prices could all impact SDG&E's rates in the future. Regulatory issues continue to arise that may impact the competitiveness of a VSME Partner CCA. The impact of these factors is difficult to assess and model quantitatively. However, California's operating CCAs have worked aggressively to address any potentially detrimental changes through effective lobbying at the California state legislature and at the California Public Utilities Commission.

New legislation could also impact a VSME Partner CCA. For example, new legislation that recently affected CCAs is SB 350. The CCA-specific changes reflected in SB 350 are generally positive, providing for ongoing autonomy with regard to resource planning and procurement. CCAs must be aware, however, of this legislation's long-term contracting requirements associated with renewable energy procurement. Specifically, CCAs are required to contract 65% of renewable resources for 10 years or more by 2020, and thereafter.

In addition, there is a risk that additional capacity resource costs are pushed onto CCAs via the Cost Allocation Mechanism (CAM). The CCA would need to continually monitor and lobby at the Federal, State, and local levels to ensure fair and equitable treatment related to CCA charges.

8.5 POWER SUPPLY COST RISK

There are several attributes of CCA power supply costs that introduce uncertainty. The two described in this section include price volatility and weather events and under or over procurement.

8.5.1 Price Volatility

Southern California is becoming increasingly reliant on wind and solar resources which rely on availability of wind and the sun. The increasing distributed generation (DG) saturation has led to regular pricing events in which prices may move $1,000/MWh from one hour to the next, especially during July and August. This volatility occurs as DG generation reaches its peak and again as the sun sets and load remains high. This volatility is difficult to mitigate and is expected to worsen as carbon legislation becomes more aggressive in California. Figure 8-2 shows the average hourly pricing compared to the day ahead pricing for both July and August. Figure 8-3 shows the maximum difference in the same months.

FIGURE 8-2. HOURLY VS. DAY-AHEAD PRICING

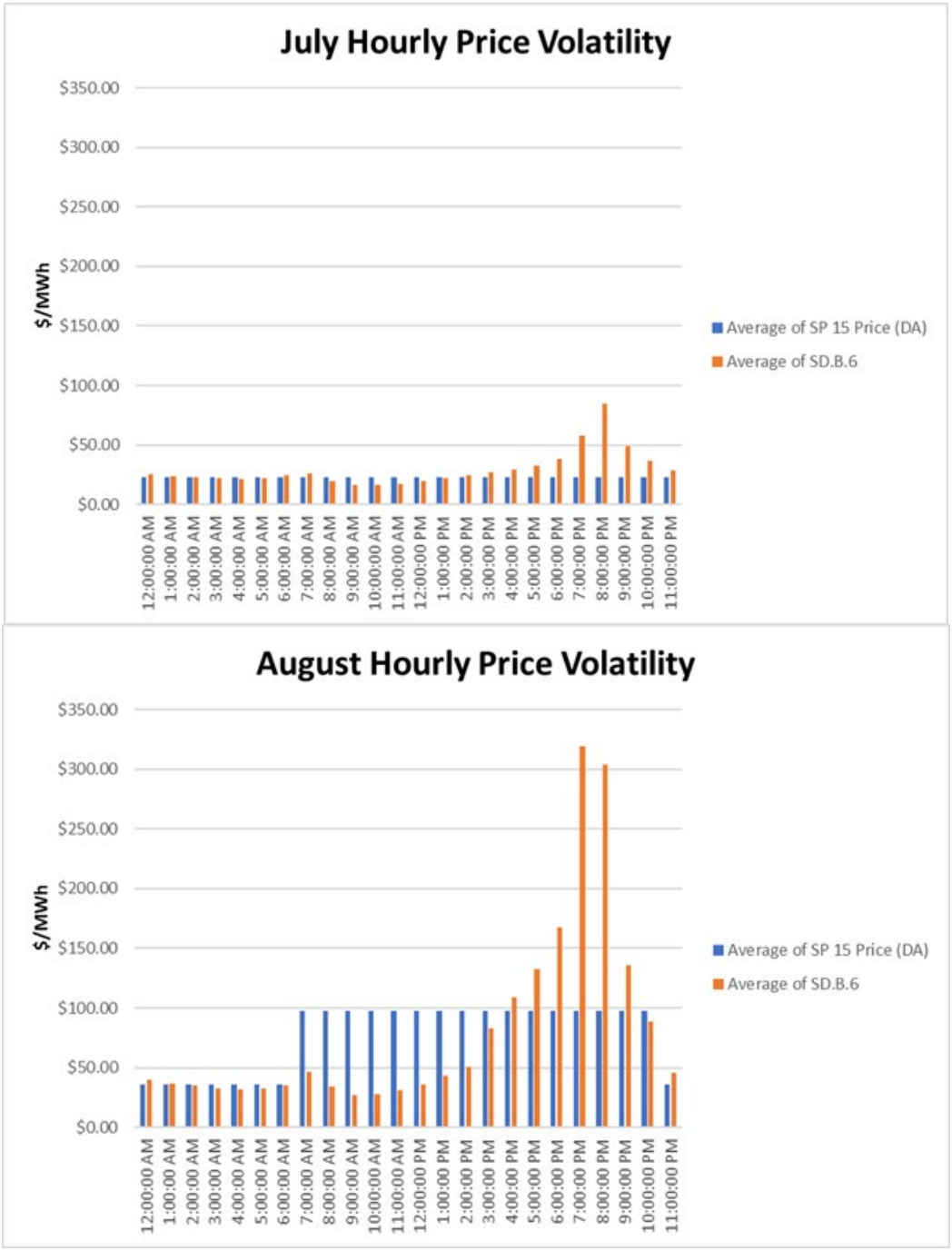
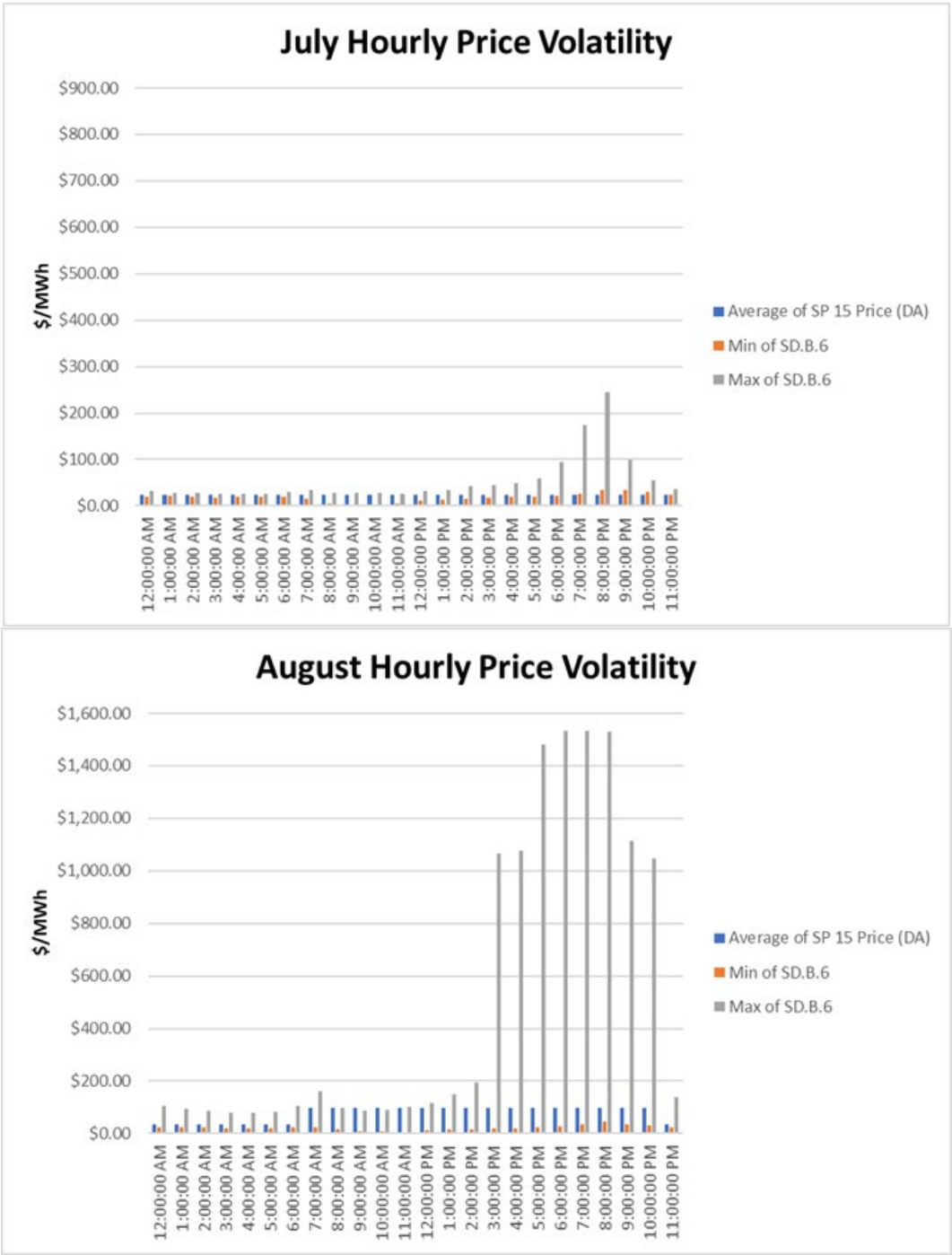


FIGURE 8-3. SUMMER PRICE VOLATILITY



Price volatility can be managed using a battery storage technology or with hourly power supply options. A battery storage option could charge the energy during the lower price periods and use the energy from storage during high price hours and events. A physical option can also be secured to manage the pricing risk associated with these events. A physical option is similar to an insurance policy, in which the CCA would contract with a power supplier to cover CCA loads at a fixed price during high priced periods in exchange for a premium paid to the supplier.

8.5.2 Procurement

Second to price uncertainty, under or over procurement of resources can significantly impact power supply costs. Variance in load forecast and actualized loads can increase power costs if a load serving entity under-procures energy hedges. CCAs must make procurement decisions before knowing how loads will materialize. Program participation, weather, and data inconsistencies can all impact the procurement quantities and resulting market exposure. Additionally, resource development risk can introduce uncertainty in long-term planning. The CCA's portfolio manager is charged with developing a resource strategy to mitigate these risks while meeting California's mandates for renewable energy and technology acquisitions at least cost.

Uncertainty in power costs are modeled such that the entire portfolio is 15% more expensive than forecast. The high case illustrates market exposure during the summer, under procurement and higher than expected power prices. In the low case, the portfolio costs are 10% lower. The low scenario reflects the CCA's ability to procure low-cost high-quality resources (baseload or energy plus capacity products) and lower than expected market prices.

8.6 FINANCIAL RISKS

Starting a new venture carries financial risks that will have to be considered and mitigated before proceeding with a CCA. Depending on the organization structure, a third-party may take on the financial obligations of the CCA. These include establishing start-up financing, working capital funding such as lines of credit, and entering into contracts with suppliers and consultants. Other cities and counties have protected their General Funds by establishing JPAs or lockbox arrangements with vendors.

A VSME Partner CCA could manage many of the financial risks associated with the uncertainty surrounding a CCA start-up. While the goal is to provide clean power competitively with SDG&E, the most important consideration to the third-party financer is that the CCA can increase rates if needed to ensure sufficient revenues are collected to meet costs. In addition, the CCA can plan carefully by minimizing staff initially and only growing as fast as the size of the CCA can support, thereby minimizing the fixed costs of operating the CCA.

A VSME Partner CCA would need to manage the financial risk associated with power supply costs by managing power market and load exposure through prudent hedging and power portfolio management. In addition, the establishment of rate stabilization reserves and sufficient working capital can mitigate financial risks to the third-party financer and to customers. The success of existing CCAs in managing the financial challenges of a CCA start-up and setting rates that are competitive with the SDG&E and the other IOUs can be a valuable guide for a VSME Partner CCA.

8.7 LOADS AND CUSTOMER PARTICIPATION RATES

The Study bases the load forecasts on expected load growth, load profiles, and participation rates. In order to evaluate the potential impact of varying loads, low, medium, and high load forecasts have been developed for the sensitivity analysis.

Another assumption that can impact the costs of the CCA is the overall CCA customer participation rates. This Study uses a conservative participation rate of 95% for residential customers and 90% for non-residential customers as its base case. A higher participation rate, such as has been experienced by all of California's operating CCAs to date, would increase energy sales relative to the base case and decrease

the fixed costs paid by each customer. On the other hand, a reduced participation rate would increase the fixed costs to a VSME Partner CCA. For reference, recent CCAs have experienced participation rates in the 90-97% range.

Sensitivity to changes in projected loads has been tested for the high and low load forecast scenarios. For the sensitivity analysis, the high case assumes an additional 5% participation rate for non-residential customers, while the low case assumes the participation rate is reduced by 10% for all customers. The low case assumes a -0.14% growth in energy and customers after 2019, while the high scenario assumes a 1.36% growth in energy and customers.

The experience of existing CCAs suggests that only a small number of customers opt-out. For example, PCE has an opt-out rate of 2%, while CPA has a current opt-out rate of 0.7%. Once a CCA is operating, the number of customers switching back to the incumbent IOU has also been less than 5%. In order to mitigate the potential switching of customers, it would be important for the CCA to implement prudent power supply strategies to address potential load swings from changes in participation and weather uncertainty, plus establish a rate stabilization fund. Keeping rates low as well as providing excellent customer service would lead to strong customer retention.

The CPUC recently increased the cap on DA customers which translates to a very small increase in the number of commercial customers that might not join a VSME Partner CCA. The participation rate for commercial rate classes was adjusted to account for the expected impact of this change. However, if the CPUC decides in the future to open up DA to all non-residential accounts, the VSME Partner CCA could lose nearly half of its load. This possibility is not very likely; however, it is estimated that the number of residential customers could sustain a VSME Partner CCA.

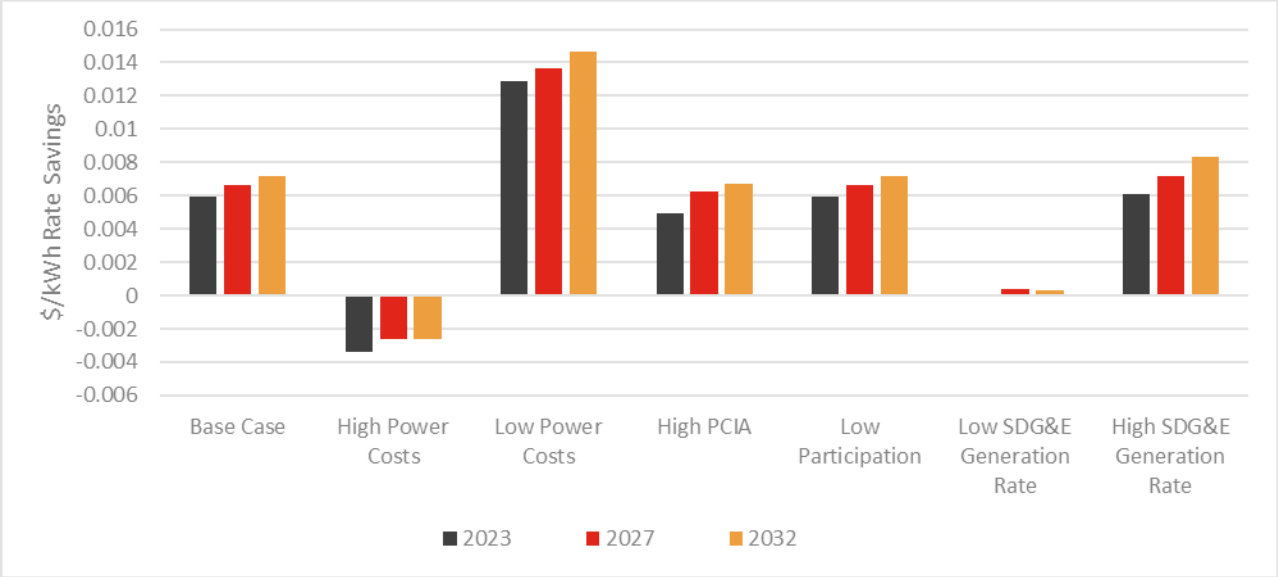
8.8 SENSITIVITY RESULTS

Figure 8-4 provides the results of the sensitivity analysis for the 90% Renewable by 2030 Portfolio. The scenarios assume the following:

- High Power Costs: 15% increase in total power supply costs
- Low Power Costs: 10% lower than forecast
- High PCIA: 25% higher for 3 years
- Low Participation: Program Participation is 80% (vs. 90-95%)
- Low SDG&E Generation Rate: -1% annual change from 2021
- High SDG&E Generation Rate: 3% annual change from 2021

The figure illustrates that the viability of a rate discount is most sensitive to power costs.

FIGURE 8-4. BASE CASE PORTFOLIO SENSITIVITY



While the CCA would not be able to impact SDG&E's generation rates, the CCA does have the opportunity to monitor and actively opine on the costs and methodology used to allocate non-bypassable costs to CCAs in SDG&E's service area, including the PCIA. Given recent history, this task would be shared with other CCAs and is an important and time-consuming task that can mitigate the impact on the CCA's costs. SDG&E's PCIA is at a historic high; however, the design of the PCIA implies that the PCIA will decrease over time as SDG&E's high-cost contracts expire and market prices increase.

This Study assumes a relatively high customer opt-out percentage (10% for non-residential customers) compared to the more modest opt-out rates experienced by California's actively operating CCAs, which is closer to 2-5% overall. While there is a possibility that a VSME Partner CCA does not reach the projected participation rates, careful monitoring and planning can reduce the potential impact of low loads through flexible power supply contracts and regular monitoring of administrative and general expenses.

The CCA should also implement a rate stabilization fund so that short-term events that result in lower SDG&E rates, or higher PCIA rates, can be mitigated with reserves rather than by rate increases. Reserves would help the CCA remain competitive and provide rate stabilization for customers. A rate stabilization reserve account balance equal to 10% of annual revenues would mitigate most rate impacts CCAs have observed to date where CCA costs have been 1-5% higher than the incumbent IOU.

9 CCA Governance Options

The technical feasibility analysis assumes that the VSME Partners form a JPA for purposes of operating A CCA program. This section of the Study further discusses this and other governance options that may be available to the VSME Partners. Rate impacts, timing of launch, staffing organization, and local control aspects of these options are explored. Each CCA governance option is discussed below.

9.1 ENTERPRISE CCA

With this governance option, the VSME Partners form a CCA that functions as a department within the Cities' government structure subject to the direct control of the Board of Supervisors and Cities' administration.

- *Financial Viability*: This option is viable (see Appendix). Based on the analysis in this Study, individual CCAs are economical for all three cities.
  - *Escondido: Power Portfolio is 100% Renewable by 2030 and can offer a 2% discount*
  - *San Marcos: Power Portfolio is 95% Renewable by 2030 and can offer a 2% discount*
  - *Vista: Power Portfolio is 90% Renewable by 2030 and can offer a 2% discount*
- *Governance*: The CCA operates as a city department and is governed by the City Council.
- *Local Control*: Decision-making is totally focused on the needs of the individual cities.
- *Other Attributes*: Operating an Enterprise CCA may require specific measures to protect city general funds from CCA obligations.

Table 9-1 summarizes key metrics for an Enterprise CCA model. All metrics are calculated assuming VSME City financing for pre-launch costs; however, these can also be externally financed. Working capital assumes each VSME City meets its respective CAP goals.

TABLE 9-1. ENTERPRISE CCA MODEL METRICS

Pre-Launch Costs for Each City	$600,000
Working Capital & Collateral	Escondido: $9 million San Marcos: $9 million Vista: $9 million
Estimated Bundled Rate Discount	2%
Power Supply Cost Allocation	Power supply obtained under direct control of each city

Another permutation of an Enterprise arrangement could be to form a JPA for shared overhead expenses with other CCAs. In this study, this operating arrangement is referred to as the Enterprise JPA. Each VSME City would form a standalone CCA and then join other independent CCAs to form a JPA that shares some of the administrative costs and possibly a common power and data management vendor. In this case, each CCA maintains control over the makeup of its power supply portfolio. This option therefore maintains local control over power supply and rates. There are some costs that would likely not be shared such as regulatory filings, CAISO-related expenses, and portfolio modeling and risk management.

9.2 VSME PARTNER JPA CCA

Under the VSME Partner JPA CCA, the VSME Partners establish a CCA that includes one or more other jurisdictions. This structure implies shared decision-making rights in accordance with a specified voting

structure. Additionally, under a JPA CCA model, administrative and consultant costs are pooled and covered by the collective JPA CCA revenues.

- *Financial Viability*: This option is viable even if each VSME City has a different portfolio supply mix, or should other cities join the JPA at the same or different portfolio supplies. There are lower administrative costs compared with Enterprise CCA governance or Enterprise JPA organizational structure.
- *Governance*: The VSME Partners would establish the governing board. Having a limited number of board members helps to enable flexible governance and maintain focus on local control.
- *Local Control*: The VSME Partners share decision making with other members.
- *Other Attributes*: Potential partners should share the VSME Partners' intentions for CCA goals, local programs, and operations design. Operational savings on non-power supply costs (administration, legal, regulatory, and other services) would likely occur due to economies of scale. A JPA agreement provides express financial protection of jurisdiction general funds from CCA contractual obligations.

Table 9-2 details estimated start-up costs for a VSME Partner JPA.

TABLE 9-2. VSME PARTNER JPA CCA MODEL METRICS

Pre-Launch Costs	$600,000
Working Capital & Collateral	$18 million
Estimated Bundled Rate Discount	2%
Power Supply Cost Allocation	Power supply obtained for all members but can accommodate special requests such as 100% Renewable options. Different power supply portfolio costs can be allocated to each member city.

9.3 SAN DIEGO COMMUNITY POWER

This JPA would likely accept new members with future launch dates. Membership may require upfront financial commitments from the VSME Partners to cover the cost of filing a new implementation plan and any additional working capital needs.

- *Financial Viability*: This will be the largest CCA in SDG&E service territory and will likely provide the greatest potential for economies of scale savings in overhead expense.
- *Governance*: When the Board of Directors becomes large, decision-making is often delegated to committees. Risk sharing is greatly reduced as the size of the JPA increases considerably. Each City's vote and local control may be impacted if based on weighted voting instruments.
- *Local Control*: As part of a larger CCA with a greater number of board members, each City's relative voice becomes a smaller share. As of yet, this CCA includes only 5 cities, but could be expanded to include many more.
- *Other Attributes*: Due to the size of this CCA, and the proposed launch of 2023, SDCP may have already accrued a large share of its working capital and reserves by the time service would begin to the Cities. In this case, it is possible that the VSME Partners' financial obligation for reserves and start-up capital would be greatly reduced compared with the other two options discussed so far. In addition, the VSME Partners could reduce pre-launch costs by up to $600,000 plus avoid the CPUC bond commitment of $147,000 and the CAISO deposit of $500,000.

Table 9-3 shows that the start-up costs borne by the cities is uncertain at this time, but that the likelihood of higher rate savings is high given the size of SDCP.

TABLE 9-3. VSME CITIES JOIN SDCP

Pre-Launch Costs	TBD: Based on offer from SDCP
Working Capital	TBD: Based on offer from SDCP
Estimated Bundled Rate Discount	Not available
Power Supply Cost Allocation	TBD, Current rates are 50% renewable with 5% additional GHG free power
Launch Date	Potentially as early as 2023

9.4 CLEAN ENERGY ALLIANCE (CEA)

As with SDCP, this JPA would likely accept new members with future launch dates. Membership may require upfront financial commitments from the VSME Partners to cover the cost of filing a new implementation plan and any additional working capital needs.

- *Financial Viability*: Joining CEA is likely technically feasible as there would be economies of scale savings beyond what the three VSME Partners could obtain by themselves. This JPA will likely remain smaller in size compared with SDCP, since the City of San Diego, founding member of SDCP, is a significant share of regional loads.
- *Governance*: The three member cities in CEA are roughly the same size as the VSME Partner Cities. Therefore, it is likely that governance by a JPA board would not be significantly impacted by a doubling CCA size in the number of members as well as the load served.
- *Local Control*: The current size of this JPA is three jurisdictions. Even if all three Cities join, the six-member Board is a still a manageable size.
- *Other attributes*: CEA will have been operating for 1-2 years by 2023, the proposed launch date for the VSME Partners. In addition to the collection of operating reserves, CEA will already have contracts in place reducing star-up costs for the VSME Partners. Together, the VSME Partners could reduce pre-launch costs by up to $600,000 plus to avoid the CPUC bond commitment of $147,000 and the CAISO deposit of $500,000 as shown in Table 9-4.

TABLE 9-4. VSME CITIES JOIN CEA

Pre-Launch Costs	TBD: Based on offer from CEA
Working Capital	TBD: Based on offer from CEA
Estimated Bundled Rate Discount	Not available
Power Supply Cost Allocation	TBD, Current portfolio considered includes 50% renewable with up to 75% total GHG free power
Launch Date	Potentially as early as 2023

9.5 SUMMARY OBSERVATIONS ON GOVERNANCE OPTIONS

If the VSME Partners move towards CCA adoption, it should further investigate each of these governance options. EES recommends that the VSME Partners further discuss the options to consider the respective pros and cons. The VSME Partners should develop a more detailed assessment of the options of joining existing organizations or developing new, local/regional organizations.

9.6 CCA OPERATIONAL OPTIONS

If the VSME Partners operate as a JPA, there are several staffing options available. One option would be to operate the CCA with minimal staff, such as a General Manager, Power Supply Manager, and Customer Service Manager, to oversee consultants that would perform all necessary technical tasks. Another option is to minimize the use of outside consultants and hire sufficient staff in-house to manage all necessary tasks. Most operating CCAs have started with minimal staffing and then transitioned over time to additional staff in-house. A third option is to have an independent third party completely operate the CCA.

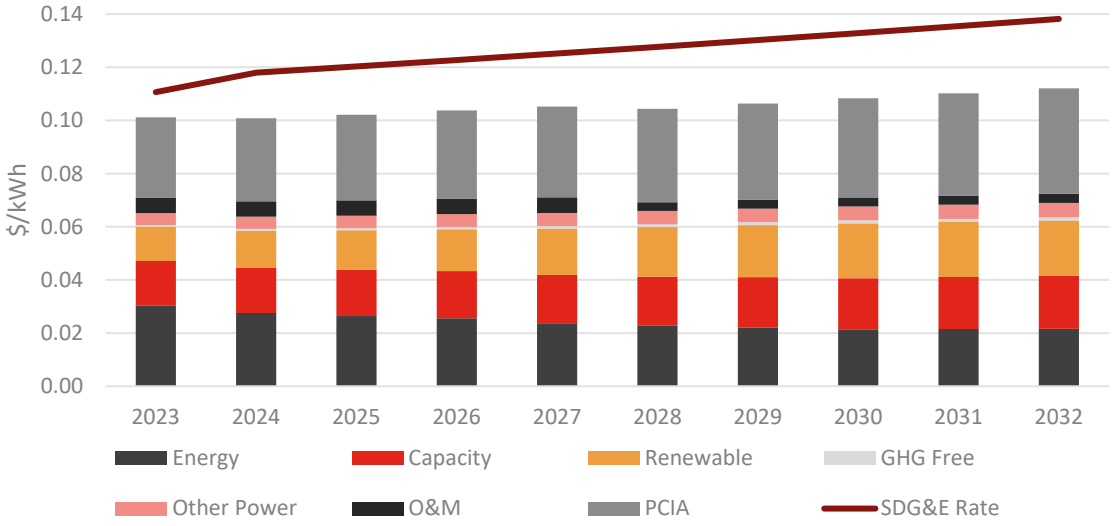
For this Study, it is assumed that the VSME Partners would operate a CCA with limited staff supported by consultants experienced in power procurement, data management, and utility operations. If the VSME Partners decide to transition some administrative and operational responsibilities to internally staffed positions, the CCA could reach a full-time staff of approximately 4 employees to perform its responsibilities, primarily related to program and contract management, legal and regulatory, finance and accounting, energy efficiency, marketing, and customer service. Technical functions associated with managing and scheduling power suppliers and those related to retail customer billing would likely still be performed by an experienced third-party consultant.

10 Conclusions and Recommendations

The first impact associated with forming a VSME Partner CCA would be lower electricity bills for VSME Partner CCA customers. CCA customers should see no obvious changes in electric service other than the lower price and more renewable power procurement, consistent with the VSME Partner city CAP goals. Customers would pay the power supply charges set by the CCA and no longer pay the costs of SDG&E power supply but would still pay the costs of SDG&E distribution.

Given this Study's findings, the CCA can establish a goal of providing rates that are equal to or lower than the equivalent rates offered by SDG&E even under the 90% Renewable by 2030 Portfolio option. The projected CCA and SDG&E rates are illustrated in Figure 10-1.

FIGURE 10-1. RATE COMPARISON



Once the CCA gives notice to SDG&E that it will commence service, the CCA customers will not be responsible for costs associated with SDG&E's future electricity procurement contracts or power plant investments. This is an advantage to the CCA customers, as they would then have local control of power supply costs through the CCA.

10.1 LOCAL CONTROL

A second outcome of forming a CCA is that the CCA can help the member cities meet their CAP renewable energy target. The cities CAP goals are 90%, 95%, and 100% renewable electric supply by 2030 for Vista, San Marcos, and Escondido respectively. Achievement of these CAP goals are under the total control of the VSME Partners under the CCA business model.

10.1.1 Energy Programs

A third outcome of forming a CCA would be an increase in energy efficiency program investments and activities. The existing energy efficiency programs administered by SDG&E are not expected to change as a result of forming a CCA (i.e., they would still be available). The CCA customers would continue to pay

public goods charges-which fund energy efficiency programs for all customers, regardless of supplier—to SDG&E. The energy efficiency programs ultimately planned for the CCA would be in addition to the level of investment that would continue in the absence of a CCA. Thus, the CCA has the potential to increase energy investment and savings while further reducing emissions through expanded energy efficiency programs.

10.2 FINDINGS AND CONCLUSIONS

Based on the analysis conducted in this Study, the following findings and conclusions are made:

- The formation of a CCA is technically and financially feasible and could yield benefits for all participating residents and businesses.
- Financial benefits include electric retail rates that are 2% lower compared with SDG&E rates.
- Benefits are also achieved through local decision-making about power supply, rates, and customer programs. Specific programs could include economic development incentives and targeted energy efficiency and demand response programs. CCA start-up costs could be fully recovered within the first five years of CCA operations.
- After this cost recovery, revenues that exceed costs could be used to finance a rate stabilization fund, new local renewable resources, economic development projects, and/or lower customer electric rates.
- The sensitivity analysis shows that the ranges of prices for different market conditions will for the most part not negatively impact CCA rates compared to SDG&E rates. Where negative impacts may exist, risks can be mitigated.
- The CCA could be a means to achieve local control of energy supply, and to help the Cities achieve their CAP measures to reduce GHG emissions.
- There are risks associated with a VSME Partner CCA. If formed, this will be a new and competitive effort for the Cities. New skill sets and strong policy guidance will be needed for a VSME Partner CCA to succeed.

If the relative impacts of a CCA for the VSME Partners and their residents persuade the VSME Partners to form a CCA, the VSME Partners should consider the following next steps: select a governance option, begin pre-startup operations, and develop and file an Implementation Plan.

10.3 SUMMARY AND NEXT STEPS TIMELINE

This Study concludes that the formation of a VSME Partner CCA is technically and financially feasible and could yield benefits in excess of costs for all participating residents and businesses. These benefits are summarized in Table 10-1 below and could include lower rates for electricity.

TABLE 10-1. KEY CCA STATISTICS

Power Supply Portfolio Scenario:	VSME Partner CCA : 90% Renewable Portfolio	City of Vista Enterprise CCA: 90% Renewable Portfolio	City of San Marcos Enterprise CCA: 95% Renewable Portfolio	City of Escondido Enterprise CCA:100% Renewable Portfolio
2024 Operating Budget, $ million	$105	$31	$31	$46
2024 Revenues, $ million	$118	$32	$32	$50
2024 Load Served, GWh	1,527	484	431	666
Startup Loan (Including Pre-Startup Costs and Working Capital, Collateral), $ million	$18	$9	$9	$9
Startup Loan and repayment, years	5	5	5	5
Average Rate Discount, %	2.1%	2.0%	2.0%	2.0%

Table 10-2 provides a high-level timeline of next steps for the different governance options. A detailed CCA implementation schedule is provided in the Appendix. This schedule could apply to any new CCA (enterprise or JPA structure).

TABLE 10-2. NEXT STEPS OVERVIEW

	Enterprise CCA	VSME Partner JPA CCA	Join Existing JPA CCA
Select Governance	Form Enterprise Fund.	Draft JPA and obtain at least 1 Partner.	Select Representative for Board. Pass CCA ordinance and sign JPA agreement.
File Implementation Plan	File Implementation plan two calendar years before launch. File in December 2021 for January 2023 launch.	File Implementation plan by December 2021 for January 2023 launch.	Existing JPA would file Implementation Plan in Dec 2021.
Hire Staff	Each city would hire minimum staff (4) to begin pre-start-up operations.	Hire minimum staff to begin pre-start-up operations.	Existing JPA will begin all pre-startup operations. JPA Board makes contract and hiring decisions. Cities may designate a board member depending on JPA agreement.
Secure Financing	Have financing in place to facilitate contracting for power and services.	Have financing in place to facilitate contracting for power and services.	
Contract for Power and Data Management Services	Secure power contracts, Resource Adequacy must be secured before launch.	Secure power contracts, Resource Adequacy must be secured before launch.	
Launch	2023	2023	2023

11 Appendix A – Base Case Pro Forma Analyses

TABLE 11-1. BASE CASE ANNUAL PROFORMA, ALL 3 CITIES, 90% RENEWABLE BY 2030

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues from Operations ($)											
Electric Sales Revenues	$0	$96,192,135	$117,959,710	$120,637,228	$122,693,656	$125,467,388	$128,297,541	$131,184,998	$134,130,640	$137,135,352	$140,200,015
Less Uncollected Accounts	$0	$192,384	$235,919	$241,274	$245,387	$250,935	$256,595	$262,370	$268,261	$274,271	$280,400
Total Revenues	$0	$95,999,750	$117,723,791	$120,395,954	$122,448,268	$125,216,453	$128,040,946	$130,922,628	$133,862,379	$136,861,081	$139,919,615
Cost of Operations ($)											
Cost of Energy	$0	$74,289,743	$96,805,507	$98,156,661	$99,804,425	$104,361,185	$105,973,910	$107,826,378	$109,651,986	$111,339,330	$113,067,274
PCC1	$0	$1,303,186	$1,835,604	$1,974,222	$2,121,756	$6,749,237	$6,540,288	$6,610,695	$6,504,679	$6,675,908	$6,851,645
PCC2	$0	$1,865,757	$2,665,959	$2,898,072	$3,140,245	$3,299,539	$3,465,044	$3,636,975	$3,815,557	$3,915,998	$4,019,083
Resource Adequacy	$0	$18,094,473	$24,243,601	$24,901,083	$25,504,443	$26,170,619	$26,854,195	$27,555,627	$28,275,380	$29,013,933	$29,771,777
CF Requirement	$0	$1,322,036	$1,845,867	$1,966,170	$2,092,785	$2,204,398	$2,320,438	$2,441,059	$2,566,423	$2,633,981	$2,703,318
Miscellaneous CAISO	$0	$4,916,798	$6,674,290	$6,917,141	$7,168,828	$7,357,540	$7,551,220	$7,749,998	$7,954,009	$8,163,390	$8,378,283
LT Renewable Contracts	$0	$22,676,683	$30,743,836	$31,793,738	$32,855,477	$23,385,130	$25,425,473	$26,827,872	$28,633,168	$28,810,693	$28,989,319
Block Energy	$0	$24,110,811	$28,796,350	$27,706,236	$26,920,892	$35,194,722	$33,817,253	$33,004,152	$31,902,771	$32,125,426	$32,353,849
Operating & Administrative											
Billing & Data Management	$0	$1,177,210	$1,608,247	$1,650,583	$1,694,033	$1,738,627	$1,784,394	$1,831,367	$1,879,576	$1,929,053	$1,979,834
SDG&E Fees	$0	$357,428	$441,480	$453,101	$465,029	$477,270	$489,834	$502,728	$515,962	$529,544	$543,485
Consulting Services	$278,333	$957,300	$1,122,714	$985,987	$1,005,707	$1,025,821	$1,046,337	$1,067,264	$1,088,609	$1,110,382	$1,132,589
Staffing	$0	$696,165	$1,096,525	$1,278,369	$1,303,936	$1,330,015	$1,356,615	$1,383,747	$1,411,422	$1,439,651	$1,468,444
General & Administrative expenses	$0	$158,763	$181,238	$163,638	$166,911	$190,649	$184,058	$177,127	$180,670	$204,683	$198,373
Debt Service	$0	$2,977,881	$3,985,605	$3,985,605	$3,985,605	$3,985,605	$0	$0	$0	$0	$0
Total O&A Costs	$278,333	$6,324,746	$8,435,808	$8,517,283	$8,621,220	$8,747,986	$4,861,239	$4,962,234	$5,076,239	$5,213,313	$5,322,725
Total Cost	$278,333	$80,614,489	$105,241,315	$106,673,944	$108,425,645	$113,109,171	$110,835,149	$112,788,612	$114,728,225	$116,552,644	$118,390,001
Net Income from Operations	($278,333)	$15,385,261	$12,482,476	$13,722,010	$14,022,624	$12,107,282	$17,205,797	$18,134,016	$19,134,154	$20,308,437	$21,529,614
Cash from Operations and Financing											
Net Income	($278,333)	$15,385,261	$12,482,476	$13,722,010	$14,022,624	$12,107,282	$17,205,797	$18,134,016	$19,134,154	$20,308,437	$21,529,614
Cash from Financing	$600,000	$17,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Cash Available	$321,667	$32,385,261	$12,482,476	$13,722,010	$14,022,624	$12,107,282	$17,205,797	$18,134,016	$19,134,154	$20,308,437	$21,529,614
Available For Reserves	$921,667	$33,306,928	$45,789,404	$59,511,413	$73,534,037	$85,641,319	$102,847,116	$120,981,131	$140,115,285	$160,423,722	$181,953,336
Reserve Targets	$91,507	$26,503,394	$34,599,884	$35,070,886	$35,646,787	$37,186,577	$36,438,953	$37,081,188	$37,718,869	$38,318,677	$38,922,740
Reserve Outlays											
CPUC Bond	$297,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Programs	$0	$6,506,534	$4,385,985	$13,251,008	$13,446,722	$10,567,492	$17,953,421	$17,491,781	$18,496,473	$19,708,628	$20,925,552
Total Reserve Outlays	$297,000	$6,506,534	$4,385,985	$13,251,008	$13,446,722	$10,567,492	$17,953,421	$17,491,781	$18,496,473	$19,708,628	$20,925,552
Rate Stabilization Reserve Balance	**$624,667**	**$26,503,394**	**$34,599,884**	**$35,070,886**	**$35,646,787**	**$37,186,577**	**$36,438,953**	**$37,081,188**	**$37,718,869**	**$38,318,677**	**$38,922,740**
CCA Total Bill	$0	$297,714,729	$389,196,008	$399,472,406	$409,344,443	$420,156,825	$431,255,172	$442,647,059	$454,340,264	$466,342,771	$478,662,778
SDG&E Total Bill	$0	$304,291,969	$397,802,511	$408,274,264	$419,021,676	$430,052,002	$441,372,691	$452,991,386	$464,915,931	$477,154,378	$489,714,990
Difference	$0	$6,577,240	$8,606,502	$8,801,858	$9,677,233	$9,895,177	$10,117,520	$10,344,328	$10,575,668	$10,811,607	$11,052,212
Total Bill Discount	0.0%	2.2%	2.2%	2.2%	2.3%	2.3%	2.3%	2.3%	2.3%	2.3%	2.3%
Effective Generation Rate Discount		4.8%	5.0%	5.0%	5.3%	5.3%	5.3%	5.3%	5.3%	5.2%	5.2%

TABLE 11-2. BASE CASE ANNUAL PROFORMA, ESCONDIDO ONLY, 100% RENEWABLE BY 2030

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues from Operations ($)												
Electric Sales Revenues	$0	$40,924,260	$49,984,606	$51,119,786	$51,880,119	$53,053,753	$54,251,293	$55,473,115	$56,719,594	$57,991,106	$59,288,028	$60,610,734
Less Uncollected Accounts	$0	$81,849	$99,969	$102,240	$103,760	$106,108	$108,503	$110,946	$113,439	$115,982	$118,576	$121,221
Total Revenues	$0	$40,842,411	$49,884,636	$51,017,547	$51,776,359	$52,947,646	$54,142,791	$55,362,169	$56,606,155	$57,875,124	$59,169,452	$60,489,512
Cost of Operations ($)												
Cost of Energy	$0	$31,458,673	$40,882,201	$41,450,963	$41,915,160	$44,889,029	$45,690,052	$46,598,902	$47,503,941	$48,250,063	$49,014,318	$49,797,138
PCC1	$0	$550,849	$774,308	$832,781	$855,571	$3,475,508	$3,478,338	$3,603,361	$3,658,485	$3,754,791	$3,853,632	$3,955,075
PCC2	$0	$788,638	$1,124,579	$1,222,492	$1,272,049	$1,503,902	$1,589,936	$1,679,459	$1,772,592	$1,819,254	$1,867,144	$1,916,295
Resource Adequacy	$0	$7,646,613	$10,223,878	$10,499,689	$10,786,926	$11,068,680	$11,357,794	$11,654,460	$11,958,874	$12,271,240	$12,591,765	$12,920,662
CF Requirement	$0	$558,812	$778,641	$829,388	$844,001	$1,012,536	$1,073,449	$1,136,867	$1,202,880	$1,234,545	$1,267,043	$1,300,397
Miscellaneous CAISO	$0	$2,078,285	$2,815,411	$2,917,852	$3,024,021	$3,103,625	$3,185,325	$3,269,176	$3,355,234	$3,443,557	$3,534,205	$3,627,239
LT Renewable Contracts	$0	$9,585,214	$12,968,658	$13,411,537	$13,250,582	$9,864,532	$10,725,208	$11,316,781	$12,078,308	$12,153,193	$12,228,543	$12,304,360
Block Energy	$0	$10,250,261	$12,196,727	$11,737,223	$11,882,011	$14,860,246	$14,280,001	$13,938,798	$13,477,568	$13,573,483	$13,671,986	$13,773,110
Operating & Administrative												
Billing & Data Management	$0	$507,779	$693,658	$711,918	$730,658	$749,892	$769,632	$789,892	$810,685	$832,026	$853,928	$876,407
SDG&E Fees	$0	$173,662	$190,416	$195,428	$200,573	$205,853	$211,272	$216,833	$222,541	$228,399	$234,413	$240,584
Consulting Services	$278,333	$957,300	$1,122,714	$985,987	$1,005,707	$1,025,821	$1,046,337	$1,067,264	$1,088,609	$1,110,382	$1,132,589	$1,155,241
Staffing	$0	$696,165	$1,096,525	$1,278,369	$1,303,936	$1,330,015	$1,356,615	$1,383,747	$1,411,422	$1,439,651	$1,468,444	$1,497,813
General & Administrative expenses	$0	$158,763	$181,238	$163,638	$166,911	$190,649	$184,058	$177,127	$180,670	$204,683	$198,373	$191,728
Debt Service	$0	$1,449,311	$1,947,511	$1,947,511	$1,947,511	$1,947,511	$0	$0	$0	$0	$0	$0
Total O&A Costs	$278,333	$3,942,980	$5,232,061	$5,282,851	$5,355,296	$5,449,741	$3,567,915	$3,634,864	$3,713,928	$3,815,140	$3,887,746	$3,961,773
Total Cost	$278,333	$35,401,652	$46,114,262	$46,733,814	$47,270,456	$50,338,770	$49,257,966	$50,233,766	$51,217,869	$52,065,205	$52,902,067	$53,758,913
Net Income from Operations	($278,333)	$5,440,759	$3,770,374	$4,283,733	$4,505,903	$2,608,875	$4,884,824	$5,128,403	$5,388,286	$5,809,919	$6,267,385	$6,730,599
Cash from Operations and Financing												
Net Income	($278,333)	$5,440,759	$3,770,374	$4,283,733	$4,505,903	$2,608,875	$4,884,824	$5,128,403	$5,388,286	$5,809,919	$6,267,385	$6,730,599
Cash from Financing	$600,000	$8,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Cash Available	$321,667	$13,440,759	$3,770,374	$4,283,733	$4,505,903	$2,608,875	$4,884,824	$5,128,403	$5,388,286	$5,809,919	$6,267,385	$6,730,599
Available For Reserves	$921,667	$14,362,425	$18,132,799	$22,416,532	$26,922,435	$29,531,310	$34,416,135	$39,544,538	$44,932,824	$50,742,743	$57,010,128	$63,740,727
Reserve Targets	$91,507	$11,638,899	$15,160,853	$15,364,542	$15,540,972	$16,549,733	$16,194,400	$16,515,211	$16,838,752	$17,117,328	$17,392,460	$17,674,163
Reserve Outlays												
CPUC Bond	$297,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Programs	$0	$2,426,526	$248,420	$4,080,045	$4,329,472	$1,600,114	$5,240,157	$4,807,592	$5,064,745	$5,531,343	$5,992,252	$6,448,896
Total Reserve Outlays	$297,000	$2,426,526	$248,420	$4,080,045	$4,329,472	$1,600,114	$5,240,157	$4,807,592	$5,064,745	$5,531,343	$5,992,252	$6,448,896
Rate Stabilization Reserve Balance	**$624,667**	**$11,638,899**	**$15,160,853**	**$15,364,542**	**$15,540,972**	**$16,549,733**	**$16,194,400**	**$16,515,211**	**$16,838,752**	**$17,117,328**	**$17,392,460**	**$17,674,163**
CCA Total Bill	$0	$126,457,045	$164,870,088	$169,223,306	$173,293,439	$177,871,308	$182,570,271	$187,393,536	$192,344,397	$197,426,237	$202,642,526	$207,996,830
SDG&E Total Bill	$0	$129,255,285	$168,517,033	$172,953,075	$177,505,892	$182,178,557	$186,974,226	$191,896,135	$196,947,609	$202,132,058	$207,452,982	$212,913,974
Difference	$0	$2,798,240	$3,646,945	$3,729,770	$4,212,453	$4,307,249	$4,403,955	$4,502,600	$4,603,212	$4,705,821	$4,810,456	$4,917,145
Total Bill Discount	0.0%	2.2%	2.2%	2.2%	2.4%	2.4%	2.4%	2.3%	2.3%	2.3%	2.3%	2.3%
Effective Generation Rate Discount		4.8%	5.0%	5.0%	5.5%	5.5%	5.4%	5.4%	5.4%	5.4%	5.4%	5.3%

TABLE 11-3. BASE CASE ANNUAL PROFORMA, SAN MARCOS ONLY, 95% RENEWABLE BY 2030

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues from Operations ($)											
Electric Sales Revenues	$0	$25,947,262	$32,010,382	$32,736,350	$33,310,794	$34,063,153	$34,830,787	$35,613,933	$36,412,827	$37,227,709	$38,058,815
Less Uncollected Accounts	$0	$51,895	$64,021	$65,473	$66,622	$68,126	$69,662	$71,228	$72,826	$74,455	$76,118
Total Revenues	$0	$25,895,367	$31,946,361	$32,670,877	$33,244,173	$33,995,027	$34,761,126	$35,542,705	$36,340,002	$37,153,254	$37,982,697
Cost of Operations ($)											
Cost of Energy	$0	$20,089,980	$26,362,951	$26,732,046	$27,182,238	$28,421,422	$28,863,277	$29,369,946	$29,869,036	$30,330,172	$30,802,347
PCC1	$0	$352,861	$500,231	$538,006	$578,211	$1,839,315	$1,782,372	$1,801,559	$1,772,668	$1,819,331	$1,867,223
PCC2	$0	$505,202	$726,532	$789,788	$855,786	$899,197	$944,300	$991,156	$1,039,823	$1,067,195	$1,095,288
Resource Adequacy	$0	$4,901,510	$6,609,336	$6,789,589	$6,954,102	$7,135,744	$7,322,129	$7,513,383	$7,709,633	$7,911,008	$8,117,644
CF Requirement	$0	$357,976	$503,039	$535,825	$570,330	$600,747	$632,370	$665,242	$699,406	$717,818	$736,713
Miscellaneous CAISO	$0	$1,331,351	$1,818,890	$1,885,072	$1,953,663	$2,005,091	$2,057,873	$2,112,044	$2,167,642	$2,224,703	$2,283,266
LT Renewable Contracts	$0	$6,140,332	$8,378,400	$8,664,522	$8,953,870	$6,372,961	$6,928,999	$7,311,183	$7,803,166	$7,851,546	$7,900,225
Block Energy	$0	$6,500,747	$7,826,524	$7,529,244	$7,316,276	$9,568,369	$9,195,234	$8,975,378	$8,676,698	$8,738,570	$8,801,987
Operating & Administrative											
Billing & Data Management	$0	$344,301	$470,543	$482,930	$495,643	$508,690	$522,081	$535,824	$549,929	$564,405	$579,263
SDG&E Fees	$0	$128,786	$129,169	$132,569	$136,059	$139,640	$143,316	$147,089	$150,961	$154,935	$159,014
Consulting Services	$278,333	$957,300	$1,122,714	$985,987	$1,005,707	$1,025,821	$1,046,337	$1,067,264	$1,088,609	$1,110,382	$1,132,589
Staffing	$0	$696,165	$1,096,525	$1,278,369	$1,303,936	$1,330,015	$1,356,615	$1,383,747	$1,411,422	$1,439,651	$1,468,444
General & Administrative expenses	$0	$158,763	$181,238	$163,638	$166,911	$190,649	$184,058	$177,127	$180,670	$204,683	$198,373
Debt Service	$0	$1,449,311	$1,947,511	$1,947,511	$1,947,511	$1,947,511	$0	$0	$0	$0	$0
Total O&A Costs	$278,333	$3,734,625	$4,947,700	$4,991,004	$5,055,767	$5,142,327	$3,252,408	$3,311,052	$3,381,592	$3,474,056	$3,537,683
Total Cost	$278,333	$23,824,606	$31,310,651	$31,723,051	$32,238,005	$33,563,749	$32,115,685	$32,680,998	$33,250,628	$33,804,228	$34,340,032
Net Income from Operations	($278,333)	$2,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Cash from Operations and Financing											
Net Income	($278,333)	$2,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Cash from Financing	$600,000	$8,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Cash Available	$321,667	$10,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Available For Reserves	$921,667	$10,992,428	$11,628,138	$12,575,964	$13,582,132	$14,013,410	$16,658,850	$19,520,558	$22,609,932	$25,958,957	$29,601,621
Reserve Targets	$91,507	$7,832,747	$10,293,913	$10,429,496	$10,598,796	$11,034,657	$10,558,581	$10,744,438	$10,931,713	$11,113,719	$11,289,874
Reserve Outlays											
CPUC Bond	$297,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Programs	$0	$2,862,681	$0	$0	$0	$0	$2,940,588	$2,675,851	$2,902,098	$3,167,019	$3,466,510
Total Reserve Outlays	$297,000	$2,862,681	$0	$0	$0	$0	$2,940,588	$2,675,851	$2,902,098	$3,167,019	$3,466,510
Rate Stabilization Reserve Balance	**$624,667**	**$7,832,747**	**$8,468,457**	**$9,416,283**	**$10,422,451**	**$10,853,729**	**$10,558,581**	**$10,744,438**	**$10,931,713**	**$11,113,719**	**$11,289,874**
CCA Total Bill	$0	$80,712,008	$106,090,012	$108,891,238	$111,600,125	$114,547,834	$117,573,500	$120,679,189	$123,867,022	$127,139,173	$130,497,878
SDG&E Total Bill	$0	$82,486,179	$108,425,533	$111,279,727	$114,209,055	$117,215,494	$120,301,075	$123,467,880	$126,718,049	$130,053,774	$133,477,310
Difference	$0	$1,774,172	$2,335,521	$2,388,489	$2,608,930	$2,667,660	$2,727,574	$2,788,691	$2,851,027	$2,914,601	$2,979,432
Total Bill Discount	0.0%	2.2%	2.2%	2.1%	2.3%	2.3%	2.3%	2.3%	2.2%	2.2%	2.2%
Effective Generation Rate Discount		4.8%	5.0%	5.0%	5.3%	5.3%	5.3%	5.2%	5.2%	5.2%	5.2%

TABLE 11-4. BASE CASE ANNUAL PROFORMA, VISTA ONLY, 90% RENEWABLE BY 2030

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues from Operations ($)											
Electric Sales Revenues	$0	$25,947,262	$32,010,382	$32,736,350	$33,310,794	$34,063,153	$34,830,787	$35,613,933	$36,412,827	$37,227,709	$38,058,815
Less Uncollected Accounts	$0	$51,895	$64,021	$65,473	$66,622	$68,126	$69,662	$71,228	$72,826	$74,455	$76,118
Total Revenues	$0	$25,895,367	$31,946,361	$32,670,877	$33,244,173	$33,995,027	$34,761,126	$35,542,705	$36,340,002	$37,153,254	$37,982,697
Cost of Operations ($)											
Cost of Energy	$0	$20,089,980	$26,362,951	$26,732,046	$27,182,238	$28,421,422	$28,863,277	$29,369,946	$29,869,036	$30,330,172	$30,802,347
PCC1	$0	$352,861	$500,231	$538,006	$578,211	$1,839,315	$1,782,372	$1,801,559	$1,772,668	$1,819,331	$1,867,223
PCC2	$0	$505,202	$726,532	$789,788	$855,786	$899,197	$944,300	$991,156	$1,039,823	$1,067,195	$1,095,288
Resource Adequacy	$0	$4,901,510	$6,609,336	$6,789,589	$6,954,102	$7,135,744	$7,322,129	$7,513,383	$7,709,633	$7,911,008	$8,117,644
CF Requirement	$0	$357,976	$503,039	$535,825	$570,330	$600,747	$632,370	$665,242	$699,406	$717,818	$736,713
Miscellaneous CAISO	$0	$1,331,351	$1,818,890	$1,885,072	$1,953,663	$2,005,091	$2,057,873	$2,112,044	$2,167,642	$2,224,703	$2,283,266
LT Renewable Contracts	$0	$6,140,332	$8,378,400	$8,664,522	$8,953,870	$6,372,961	$6,928,999	$7,311,183	$7,803,166	$7,851,546	$7,900,225
Block Energy	$0	$6,500,747	$7,826,524	$7,529,244	$7,316,276	$9,568,369	$9,195,234	$8,975,378	$8,676,698	$8,738,570	$8,801,987
Operating & Administrative											
Billing & Data Management	$0	$344,301	$470,543	$482,930	$495,643	$508,690	$522,081	$535,824	$549,929	$564,405	$579,263
SDG&E Fees	$0	$128,786	$129,169	$132,569	$136,059	$139,640	$143,316	$147,089	$150,961	$154,935	$159,014
Consulting Services	$278,333	$957,300	$1,122,714	$985,987	$1,005,707	$1,025,821	$1,046,337	$1,067,264	$1,088,609	$1,110,382	$1,132,589
Staffing	$0	$696,165	$1,096,525	$1,278,369	$1,303,936	$1,330,015	$1,356,615	$1,383,747	$1,411,422	$1,439,651	$1,468,444
General & Administrative expenses	$0	$158,763	$181,238	$163,638	$166,911	$190,649	$184,058	$177,127	$180,670	$204,683	$198,373
Debt Service	$0	$1,449,311	$1,947,511	$1,947,511	$1,947,511	$1,947,511	$0	$0	$0	$0	$0
Total O&A Costs	$278,333	$3,734,625	$4,947,700	$4,991,004	$5,055,767	$5,142,327	$3,252,408	$3,311,052	$3,381,592	$3,474,056	$3,537,683
Total Cost	$278,333	$23,824,606	$31,310,651	$31,723,051	$32,238,005	$33,563,749	$32,115,685	$32,680,998	$33,250,628	$33,804,228	$34,340,032
Net Income from Operations	($278,333)	$2,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Cash from Operations and Financing											
Net Income	($278,333)	$2,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Cash from Financing	$600,000	$8,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Cash Available	$321,667	$10,070,762	$635,710	$947,826	$1,006,168	$431,278	$2,645,440	$2,861,707	$3,089,374	$3,349,025	$3,642,665
Available For Reserves	$921,667	$10,992,428	$11,628,138	$12,575,964	$13,582,132	$14,013,410	$16,658,850	$19,520,558	$22,609,932	$25,958,957	$29,601,621
Reserve Targets	$91,507	$7,832,747	$10,293,913	$10,429,496	$10,598,796	$11,034,657	$10,558,581	$10,744,438	$10,931,713	$11,113,719	$11,289,874
Reserve Outlays											
CPUC Bond	$297,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Programs	$0	$2,862,681	$0	$0	$0	$0	$2,940,588	$2,675,851	$2,902,098	$3,167,019	$3,466,510
Total Reserve Outlays	$297,000	$2,862,681	$0	$0	$0	$0	$2,940,588	$2,675,851	$2,902,098	$3,167,019	$3,466,510
Rate Stabilization Reserve Balance	**$624,667**	**$7,832,747**	**$8,468,457**	**$9,416,283**	**$10,422,451**	**$10,853,729**	**$10,558,581**	**$10,744,438**	**$10,931,713**	**$11,113,719**	**$11,289,874**
CCA Total Bill	$0	$80,712,008	$106,090,012	$108,891,238	$111,600,125	$114,547,834	$117,573,500	$120,679,189	$123,867,022	$127,139,173	$130,497,878
SDG&E Total Bill	$0	$82,486,179	$108,425,533	$111,279,727	$114,209,055	$117,215,494	$120,301,075	$123,467,880	$126,718,049	$130,053,774	$133,477,310
Difference	$0	$1,774,172	$2,335,521	$2,388,489	$2,608,930	$2,667,660	$2,727,574	$2,788,691	$2,851,027	$2,914,601	$2,979,432
Total Bill Discount	0.0%	2.2%	2.2%	2.1%	2.3%	2.3%	2.3%	2.3%	2.2%	2.2%	2.2%
Effective Generation Rate Discount		4.8%	5.0%	5.0%	5.3%	5.3%	5.3%	5.2%	5.2%	5.2%	5.2%

12 Appendix B – Glossary

AB: Assembly Bill

Ancillary Services: Those services necessary to support the transmission of electric power from seller to purchaser given the obligations of control areas and transmitting utilities within those control areas to maintain reliable operations of the interconnected transmission system.

aMW: Average annual Megawatt. A unit of energy output over a year that is equal to the energy produced by the continuous operation of one megawatt of capacity over a period of time (8,760 megawatt-hours)

Base Case: The base case is defined as the expected case involving expected power prices and electric loads.

Baseload Resources: Base load power generation resources are resources such as coal, nuclear, hydropower, and geothermal heat that are cheapest to operate when they generate approximately the same output every hour.

Basis Difference (Natural Gas): The difference between the price of natural gas at the Henry Hub natural gas distribution point in Erath, Louisiana, which serves as a central pricing point for natural gas futures, and the natural gas price at another hub location (such as for Southern California).

Bundled Customers: Electricity customers who receive all their services (transmission, distribution and supply) from the Investor-Owned Utility.

Bundled and Unbundled Renewable RECs: Unbundled Renewable Energy Credits (RECs) are those that have been disassociated from the electricity production originally represented and are sold separately from energy. Bundled RECs are delivered with the associated energy.

California Independent System Operator (CAISO): The organization responsible for managing the electricity grid and system reliability within the former service territories of the three California IOUs.

California Balancing Authority: A balancing authority is responsible for operating a transmission control area. It matches generation with load and maintains consistent electric frequency of the grid, even during extreme weather conditions or natural disasters. California has 8 balancing authorities. SDG&E is in CAISO.

California Clean Power (CCP): A private company providing wholesale supply and other services to CCAs.

California Energy Commission (CEC): The state regulatory agency with primary responsibility for enforcing the Renewable Portfolio Standards law as well as a number of other electric-industry related rules and policies.

California Public Utilities Commission (CPUC): The state agency with primary responsibility for regulating IOUs, as well as Direct Access (ESP) and CCA entities.

Capacity Factor: The ratio of an electricity generating resource's actual output over a period of time to its potential output if it were possible to operate at full nameplate capacity continuously over the same period. Intermittent renewable resources, like wind and solar, typically have lower capacity factors than traditional fossil fuel plants because the wind and sun do not blow or shine consistently.

CARE: California Alternative Rates for Energy, a low-income program for affordable electric rates available to all IOU and CCA customers.

Climate Zone: A geographic area with distinct climate patterns necessitating varied energy demands for heating and cooling.

Coincident Peak: Demand for electricity among a group of customers that coincides with peak total demand on the system.

Community Choice Aggregation (CCA): Method available through California law to allow cities and Counties to aggregate their residents and become their electric generation provider.

Community Choice Energy: A City, County, or Joint Powers Agency procuring wholesale power to supply to retail customers.

Congestion Charges: When there is transmission congestion, i.e. more users of the transmission path than capacity, the CAISO charges all users of the congested transmission path a "Usage Charge".

Congestion Revenue Rights (CRRs): Financial rights that are allocated to Load Serving Entities to offset differences between the prices where their generation is located and the price that they pay to serve their load. These rights may also be bought and sold through an auction process. CRRs are part of the CAISO market design.

Cost Allocation Mechanism (CAM): is a regulatory process developed by the CPUC for allocating capacity costs of utility procurement equitably across all benefitting customers.

CO_2e: Carbon dioxide equivalent.

Demand Side Resources: Energy efficiency and load management programs that reduce the amount of energy that would otherwise be consumed by a customer of an electric utility.

Demand Response (DR): Electric customers who have a contract to modify their electricity usage in response to requests from a utility or other electric entity. Typically, will be used to lower demand during peak energy periods, but may be used to raise demand during periods of excess supply.

Departing Load: Electric customer loads that were previously served by an investor-owned utility but are now served through direct access, municipalization, or CCA.

Direct Access: Large power consumers which have opted to procure their wholesale supply independently of the IOUs through an Electricity Service Provider.

EEI (Edison Electric Institute) Agreement: A commonly used enabling agreement for transacting in wholesale power markets.

Electric Service Providers (ESP): An alternative to traditional utilities. They provide electric services to retail customers in electricity markets that have opened their retail electricity markets to competition. In California the Direct Access program allows large electricity customers to opt-out of utility-supplied power in favor of ESP-provided power. However, there is a cap on the amount of Direct Access load permitted in the state.

Electric Tariffs: The rates and terms applied to customers by electric utilities. Typically have different tariffs for different classes of customers and possibly for different supply mixes.

Enterprise Model: When a City or County establishes a CCA by themselves as an enterprise within the local government entity.

Federal Tax Incentives: There are two Federal tax incentive programs. The Investment Tax Credit (ITC) provides payments to solar generators. The Production Tax Credit (PTC) provides payments to wind generators.

Feed-in Tariff (FIT): A tariff that specifies what generators who are connected to the distribution system are paid.

Firming: Firm capacity is the amount of energy available for production or transmission that can be (and in many cases must be) guaranteed to be available at a given time. Firm energy refers to the actual energy

guaranteed to be available. Firming refers to the financial instrument to change non-firm power to firm power.

Flexible Resource Adequacy: Flexible capacity need is defined as the quantity of economically dispatched resources needed by the California ISO to manage grid reliability during the greatest three-hour continuous ramp in each month.

Forward Prices: Prices for contracts that specify a future delivery date for a commodity or other security. There are active, liquid forward markets for electricity to be delivered at a number of Western electricity trading hubs, including SP15, which corresponds closely to the price location that the County will pay to supply its load.

FTE: Full Time Equivalent.

Greenhouse Gas (GHG): Refers mainly to carbon dioxide.

GWh: Gigawatt Hour, 1,000 MWh.

IMPLAN: IMPLAN Group LLC's Input-Output Model.

Implied Heat Rate: A calculation of the day-ahead electric price divided by the day-ahead natural gas price. Implied heat rate is also known as the 'break-even natural gas market heat rate,' because only a natural gas generator with an operating heat rate (measure of unit efficiency) below the implied heat rate value can make money by burning natural gas to generate power. Natural gas plants with a higher operating heat rate cannot make money at the prevailing electricity and natural gas prices.

Integrated Resource Plan: A utility's plan for future generation supply needs.

Investor-Owned Utility (IOU): For profit regulated utilities. Within California there are three IOUs - Pacific Gas and Electric, Southern California Edison, and San Diego Gas and Electric.

ISDA (International Swaps and Derivatives Association): Popular form of bilateral contract to facilitate wholesale electricity trading.

Joint Powers Agency (JPA): A legal entity comprising two or more public entities. The JPA provides a separation of financial and legal responsibility from its member entities.

kW: Kilowatt, equal to 1,000 watts, is measure of electric demand.

kWh: Kilowatt Hour.

Lancaster Choice Energy (LCE): A single-jurisdiction CCA serving residents of the City of Lancaster in Southern California. LCE launched service in October 2015 and served 51,000 customers.

Load Forecast: A forecast of expected load over some future time horizon. Short-term load forecasts are used to determine what supply sources are needed. Longer-term load forecasts are used for budgeting and long-term resource planning.

Local Resource Adequacy: Local requirements are determined based on an annual CAISO study using a 1-10 weather year and an N-1-1 contingency.

Load Serving Entity (LSE): Includes IOUs, POUs, and Electric Service Providers, and CCAs.

Marginal Unit: An additional unit of power generation to what is currently being produced. At an electric power plant, the cost to produce a marginal unit is used to determine the cost of increasing power generation at that source.

Marin Clean Energy (MCE): The first CCA in California now serving residents and businesses in the Counties of Marin and Napa, and the cities of Richmond, Benicia, El Cerrito, San Pablo, Walnut Creek, and Lafayette.

Market Redesign and Technology Upgrade (MRTU): CAISO's redesigned, nodal (as opposed to zonal) market that went live in April of 2009.

Metric Tons (MT): 2,000 lbs.

MW: Megawatt equal to 1,000 kW.

MWh: Megawatt Hours equal to 1,000 kWh.

Net Energy Metering (NEM): The program and rates that pertain to electricity customers who also generate electricity, typically from rooftop solar panels.

Non-bypassable Charges: Charges applied to all customers receiving service from Investor-Owned Utilities in California, but which are separated into a separate charge for departing load customers, such as Community Choice Aggregation and Direct Access Customers. These charges include charges for the Public Purpose Programs (PPP), Nuclear Decommissioning (ND), California Department of Water Resources Bond (CDWR), Power Charge Indifference Adjustment (PCIA), Energy Cost Recovery Amount (ECRA), Competition Transition Charge (CTC), and Cost Allocation Mechanism (CAM).

Non-Coincident Peak: Energy demand by a customer during periods that do not coincide with maximum total system load.

Non-Renewable Power: Electricity generated from non-renewable sources or a source that does not come with a Renewable Energy Credit (REC).

On-Bill Repayment (OBR): Allows electric customers to pay for financed improvements such as energy efficiency measures through monthly payments on their electricity bills.

Operate on the Margin: Operation of a business or resource at the limit of where it is profitable.

Opt-Out: Community Choice Aggregation is, by law, an opt-out program. Customers within the borders of a CCA are automatically enrolled within the CCA unless they proactively opt-out of the program.

Opt-Up: The portion of CCA customers selecting 100% renewable portfolio content energy.

Peninsula Clean Energy (PCE): Community Choice Aggregation program serving residents and businesses of San Mateo County. PCE launched in October of 2016.

Photovoltaic (PV): Solar PV.

Power Cost Indifference Adjustment (PCIA): A charge applied to customers who leave IOU service to become Direct Access or CCA customers. The charge is meant to compensate the IOU for costs that it has previously incurred to serve those customers.

Power Purchase Agreement (PPA): The standard term for bilateral supply contracts in the electricity industry.

Portfolio Content Category: California's RPS program defines all renewable procurement acquired from contracts executed after June 1, 2010 into three portfolio content categories.

Pricing Nodes: The ISO wholesale power market prices electricity based on the cost of generating and delivering it from particular grid locations called nodes.

Renewable Energy Credits (RECs): The renewable attributes from RPS-qualified resources that must be registered and retired to comply with RPS standards.

Resource Adequacy (RA): The requirement that a Load-Serving Entity own or procure sufficient generating capacity to meet its peak load plus a contingency amount (15% in California) for each month.

Renewable Portfolio Standard (RPS): The state-based requirement to procure a certain percentage of load from RPS-certified renewable resources.

Scheduling Coordinator: An entity that is approved to interact directly with CAISO to schedule load and generation. All CAISO participants must be or have an SC. A scheduling coordinator provides day-ahead and real-time power and transmission scheduling services.

Scheduling Agent: A person or service that forecasts and monitors short term system load requirements and meets these demands by scheduling power resources to meet that demand.

Shaping: Function that facilitate and supports the delivery of energy generation to periods when it is needed most.

Silicon Valley Clean Energy (SVCE): CCA serving customers in twelve communities within Santa Clara County including the cities of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale, and the County of Santa Clara.

Sonoma Clean Power (SCP): A CCA serving Sonoma County and Sonoma County cities. On December 29th, SCP received approval of their implementation plan from the California Public Utilities Commission to extend service into Mendocino County.

SP15: Refers to a wholesale electricity-pricing hub - South of Path 15 - which roughly corresponds to SCE and SDG&E's service territory. Forward and Day-Ahead power contracts for Northern California typically provide for delivery at SP15. It is not a single location, but an aggregate based on the locations of all the generators in the region.

Spark Spread: The theoretical growth margin of a gas-fired power plant from selling a unit of electricity, having bought the fuel required to produce this unit of electricity. All other costs (capital, operation and maintenance, etc.) must be covered from the spark spread.

Supply Stack: Refers to the generators within a region, stacked up according to their marginal cost to supply energy. Renewables are on the bottom of the stack and peaking gas generators on the top. Used to provide insights into how the price of electricity is likely to change as the load changes.

System Resource Adequacy: System requirements are determined based on each LSE's CEC adjusted forecast plus a 15% planning reserve margin.

Time-of-Use (TOU): Electric rate design where prices vary by time of electricity usage where on-peak periods are priced higher than off-peak periods.

Vintage: The vintage of CRS applicable to a CCA customer is determined based on when the CCA commits to begin providing generation services to the customer. CCAs may formally commit to become the generation service provider for a group of customers

Weather Adjusted: Normalizing energy use data based on differences in the weather during the time of use. For instance, energy use is expected to be higher on extremely hot days when air conditioning is in higher demand than on days with comfortable temperature. Weather adjustment normalizes for this variation.

Western Electric Coordinating Council (WECC): The organization responsible for coordinating planning and operation on the Western electric grid.

Wholesale Power: Large amounts of electricity that are bought and sold by utilities and other electric companies in bulk at specific trading hubs. Quantities are measured in MWs, and a standard wholesale contract is for 25 MW for a month during heavy-load or peak hours (7am to 10 pm, Mon-Sat), or light-load or off-peak hours (all the other hours).

Western States Power Pool (WSPP) Agreement: Common, standardized enabling agreement to transact in the wholesale power markets.

13 Appendix C – Implementation Schedule

	Q4 2021			Q1 2022			Q2 2022			Q3 2022			Q4 2022			Q1 2023			Q2 2023		
IMPLEMENTATION TIMELINE	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
First JPA Board Meeting (meets monthly)			ONGOING																		
Register JPA with Sec of State																					
Determine City staff support /roles; prepare cooperative services agreement																					
Continue weekly or bi-weekly planning team calls; include program vendors as needed			ONGOING																		
Prepare reports, provide updates for Member Agency City Council(s)			ONGOING																		
Obtain General and Regulatory Counsel																					
Set up Website																					
Obtain Technical Consultant																					
Obtain Financial Consultant and issue Banking Services RFP																					
Multiple Services RFP and Contracting: Power Mgmt, Scheduling, Cust Service Call Center & Data Mgmt																					
Prepare and adopt implementation budget; update and track								ONGOING													
Determine scope/selection of Board Committees and Advisory Committees																					
Prepare Utility Service Agreement, Deposit and Bond Posting																					
Select banking partner																					
Determine Agency financial and accounting policies																					
Review 2021 customer load data; verify load projections and proforma estimates																					
Prepare resource adequacy procurement plan and RA compliance filings																					
RPS Procurement Plans (2019 and 2020)																					
Issue RFP for Marketing/Outreach																					
Draft and Adopt Agency policies																					
Secure necessary credit guarantees and establish access to credit line																					
Secure marketing firm; develop public outreach and marketing plan																					
Year Ahead RA																					
Submit Registration Packet CPUC																					
CEO Recruitment/Hire																					
Develop and adopt FY 2020/2021 Budget																					
Determine power supply mix for 2-3 product options																					
IRP																					
Approve staffing plan/initial staff hires and employment policies											ONGOING										
Determine plan for annual audits/begin monthly financials											ONGOING										
RPS Compliance Report																					
Coordinate with SDG&E and data mgmt vendor to test for deposits& controls																					
EDI certification (utility and bank)																					
Develop and issue power supply RFP(s)																					
Prepare/design customer enrollment notices																					
Regulatory registrations for program compliance (CPUC, CAISO, WREGIS)																					
Develop website 2.0 with translation and opt-out features																					
Negotiate and finalize terms of initial power contracts																					
Rate design & rate setting (incl PCIA, NEM and utility cost comparisons)																					
Call center training/go live																					
1st opt-out period (60 days out)																					
2nd opt-out period (30 days out)																					
Utility account set up (dead period)																					
Account Switches/Customer enrollments																					
3rd opt-out period																					
4th opt-out period																					

FUTURE CITY COUNCIL AGENDA ITEMS

Updated June 10, 2021

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

June 23, 2021 NO MEETING (Cancelled)

June 30, 2021 NO MEETING (5th Wednesday)

July 7, 2021 NO MEETING (Independence Day)

July 14, 2021
5:00 p.m.

PROCLAMATION

Parks and Recreation Month July 2021
(D. Lopez)

CONSENT CALENDAR

Kit Carson Creek Grant Application
(C. McKinney)

It is requested that the City Council adopt Resolution No. 2021-93, supporting an application for $550,000 in grant funding from the California Wildlife Conservation Board Riparian Habitat Conservation Program to plan for improvements to certain creek areas within Kit Carson Park.

Adopt Resolution No. 2021-90 and the Records Retention Schedules
(Z. Beck)

It is requested that the City Council adopt Resolution No. 2021-90 to approve the City's Records Retention Schedule and introduce Ordinance No. 2021-06 updating the Annual Destruction policy.

PUBLIC HEARINGS

Prop S Constraint Analysis and Hotel Conversion Ordinance
(M. Strong)

It is requested that City Council amend the Zoning Ordinance so that existing hotels and motels in all zoning districts as well as those located in specific plans may be converted to supportive housing, transitional housing, single-room occupancy, multi-family housing, or combination thereof.

CURRENT BUSINESS

Recycled Water Easterly Agriculture Distribution System Project: Bid Award, Consulting Agreements, and Budget Adjustment

(C. McKinney)

It is requested that the City Council: 1) Adopt Resolution No. 2021-95, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for construction of the Recycled Water Easterly Agriculture Distribution System Project; 2) Adopt Resolution No. 2021-96, authorizing the Mayor and City Clerk to execute a third amendment to the Consulting Agreement with Water Synergy, Inc. for Engineering Services; 3) Adopt Resolution No. 2021-97, authorizing the Mayor and City Clerk to execute a Consulting Agreement for Construction Management Services; and 4) Approve a Budget Adjustment.

FUTURE AGENDA ITEMS

June 16, 2021

CITY MANAGER'S WEEKLY ACTIVITY REPORT

- **Please refer to the City's website at https://www.escondido.org/latest-news-from-the-city-managers-office.aspx**