



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

4:00 PM - Closed Session (Cancelled)

5:00 PM - Regular Session

Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

The City of Escondido provides three ways to watch a City Council meeting:

In Person



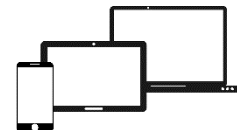
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

HOW TO PARTICIPATE

The City of Escondido provides three ways to communicate with the City Council during a meeting:

In Person



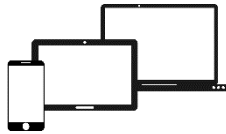
Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

Online



<https://publiccomment.escondido.gov/>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. 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.





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

PROCLAMATION

National Community Planning Month

ORAL COMMUNICATIONS

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

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

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 24, 2026 to September 06, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

3. APPROVAL OF MINUTES: Regular meeting of September 2, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. PL24-0286- FIRST AMENDMENT TO CONSULTING AGREEMENT WITH DUDEK

Request the City Council adopt Resolution No. 2026-133, approving the First Amendment to the Consulting Services Agreement with Dudek to increase the Not-To-Exceed ("NTE") amount and extend the contract period for the completion of the City's Urban Forest Management Plan.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Pricila Roldan, Associate Planner

a) Resolution No. 2026-133

6. PUBLIC SERVICES AGREEMENT FOR SENIOR NUTRITION PROGRAM MEAL SERVICES

Request the City Council Resolution No. 2026-157 authorizing a 3-year Public Services Agreement for Rowe Solutions, Inc. in the amount of \$782,343 for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

Staff Recommendation: Approval (Community Services Department: Joseph Goulart, Director of Public Works)

Presenter: Nicole White, Community Services Manager

a) Resolution 2026-157

7. CITY CONFLICT OF INTEREST CODE UPDATE

Request the City Council adopt Resolution No. 2026-160, amending the City of Escondido's Conflict of Interest Code pursuant to the California Political Reform Act, to update the list of designated public employees and public officials who are required to file a statement of economic interest and provide required disclosure categories.

Staff Recommendation: Approval (City Attorney's Office: Dare DeLano, Interim City Attorney)

a) Resolution No. 2026-160



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

8. FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH NORTH STATE ENVIRONMENTAL FOR HAZARDOUS WASTE DISPOSAL SERVICES

Request the City Council adopt Resolution No. 2026-144, authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Public Services Agreement ("PSA") with North State Environmental in the amount of \$40,000, bringing the total not-to-exceed contract amount to \$240,000.

Staff Recommendation: Approval (Utilities Department: Daniel Peterson, Director of Utilities)

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-144

9. FISCAL YEAR 2026-27 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-154 (1) authorizing the Chief of Police to accept a Fiscal Year 2026-27 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; (2) authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-154

10. FISCAL YEAR 2024-25 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-149 to (1) authorize the Police Department to accept a \$40,876 Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG); (2) authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-149



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

11. AN ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO ("CITY"), ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption, and Amendment of Reciprocal Parking Agreement ("Assignment") by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC.

Staff Recommendation: Approval (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2026-159

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.)

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTERS 5, 10, 18, AND 28 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

Approved on August 26, 2026 with a vote of 4/1 (White - No)

a) Ordinance No. 2026-07 (Second Reading and Adoption)

13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AND ADOPTING THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY

Approved on August 26, 2026 with a vote of 5/0.

a) Ordinance No. 2026-16 (Second Reading and Adoption)

14. AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A FORTY-FIVE (45) DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

Approved on August 26, 2026 with a vote of 5/0.

a) Ordinance No. 2026-18 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

CURRENT BUSINESS

15. APPEAL OF THE AUGUST 10, 2026 PUBLIC ART COMMISSION DECISION TO RETAIN ARTWORK OF “THE ALBERT H. BEACH HOUSE” ON A TRAFFIC SIGNAL BOX LOCATED AT 5TH AVENUE AND JUNIPER STREET

Request the City Council consider an appeal of an August 10, 2026 decision of the Public Art Commission (“PAC”) submitted by Julie Anne Moore and Mark Moore.

Staff Recommendation: None (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

16. A CONSULTING SERVICES AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. FOR REAL PROPERTY CONSULTING SERVICES

Request the City Council adopt Resolution No. 2026-147 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement (“CSA”) with Jones Lang LaSalle Americas, Inc. (referred to herein as “JLL” or “Consultant”) for real property consulting services.

Staff Recommendation: Approval (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenters: Francisco Vargas, Management Analyst – Economic Development; Timer Paidá, Management Analyst – Real Property

a) Resolution No. 2026-147

17. LETTER IN SUPPORT OF THE NORTH COUNTY TRANSIT DISTRICT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2026 GRANTS FOR BUSES AND BUS FACILITIES

Request the City Council authorize the Mayor to execute a letter, on behalf of the City of Escondido, in support of the North County Transit District application to the Federal Transit Administration for funding under the Fiscal Year 2026 Grants for Buses and Bus Facilities Program for the Bus Security Camera Modernization Project.

Staff Recommendation: None (City Clerk’s Office: Zack Beck, City Clerk)

Presenter: Joe Garcia, Deputy Mayor



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

WORKSHOP

18. DEVELOPMENT SERVICES STREAMLINING UPDATE

Request the City Council receive and file the Development Services Streamlining update.

Staff Recommendation: None (Development Services Department: Kevin Snyder, Director of Development Services)

Presenters: Megan Crooks, Management Analyst II, and Kevin Snyder, Director of Development Services

FUTURE AGENDA

19. 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)

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, September 30, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, October 07, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2026

SUCCESSOR AGENCY

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

CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065



Consent Item No. 1

September 16, 2026

A F F I D A V I T S
O F
I T E M
P O S T I N G – N O N E



STAFF REPORT

September 16, 2026

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between August 24, 2026 to September 06, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	08/24/2026 to 09/06/2026
Total	\$8,769,960.86
Number of Warrants	400

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

ORAL COMMUNICATIONS

None

CLOSED SESSION

- I. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))
 - a. Edward Bustin
Workers' Compensation Appeals Board Case No. ADJ20428345

- II. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(4))
 - a. Potential initiation of litigation against Las Ventanas Village Partnership, L.P.

ADJOURNMENT

Mayor White adjourned the meeting at 4:30 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

PROCLAMATION

Pollution Prevention Month

William and Nancy Sharer "Passageway to the Sun" Painting Donation

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

Motion: White; Second: Fitzgerald; Approved: 5-0

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 17, 2026 to August 23, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

3. APPROVAL OF MINUTES: Regular meeting of August 26, 2026



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER CHRISTIAN BAECHLI

Request the City Council adopt Resolution No. 2026-113, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Christian Baechli. (File Number 0170-57)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-113

6. REQUEST FOR AUTHORITY TO ACCEPT GRANT FUNDS AND EXECUTION OF GRANT AGREEMENTS AND FORMS FOR THE PROJECT BPMP-5081(032) – CITY WIDE BRIDGE MAINTENANCE PROJECT

Request the City Council adopt Resolution No. 2026-141 authorizing City officers, or their designees, on behalf of the City, to accept grant funds in the amount of \$252,074 and to execute all grant forms and agreements necessary for funding and completion of the City-Wide Bridge Maintenance Project. (File Number 0480-70)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director)

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-141

CURRENT BUSINESS

7. APPOINTMENT OF INTERIM CITY ATTORNEY AND AUTHORIZATION TO ENTER INTO EMPLOYMENT AGREEMENT

Request the City Council adopt Resolution No. 2026-145 (1) appointing M. Dare DeLano as Interim City Attorney and (2) authorizing the Mayor to execute an employment agreement for the Interim City Attorney. (File Number 0610-70)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources; City Attorney's Office: Michael McGuinness, City Attorney)

Presenter: Jessica Perpetua, Director of Human Resources



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution No. 2026-145

Motion: Fitzgerald; Second; J. Garcia; Approved: 5-0

8. HOMELESS UPDATE

Request the City Council adopt Resolution No. 2026-151 (1) authorizing the Chief of Police to facilitate and conduct two Request for Proposal ("RFP") processes: for services related to temporary sobering services, including a sobering center and for homeless outreach services; (2) approving the execution of documents on behalf of the City following the RFP process by authorized City officers; and (3) approving the budget adjustments necessary to fund costs related to the procurement, implementation, and operation of temporary sobering services and homeless outreach services. (File Number 0260-45)

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-151

Suzanne Cook – Expressed concern regarding homelessness leading to substance abuse and the condition of pets experiencing homelessness in Escondido.

Motion: White; Second: J. Garcia; Approved: 5-0

FUTURE AGENDA

9. 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, City Clerk)

J. Garcia / White - Letter of support for a North County Transit District Grant

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

Angel Rodriguez – Expressed concern regarding homelessness.

ADJOURNMENT

Mayor White adjourned the meeting at 6:30 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendaized in the Consent Calendar, as well as the full text of all ordinances agendaized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

September 16, 2026
File Number 0600-10; A-3610-1

SUBJECT

PL24-0286- FIRST AMENDMENT TO CONSULTING AGREEMENT WITH DUDEK

DEPARTMENT

Planning Services, Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-133, approving the First Amendment to the Consulting Services Agreement with Dudek to increase the Not-To-Exceed (“NTE”) amount and extend the contract period for the completion of the City’s Urban Forest Management Plan.

Staff Recommendation: Approval (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Pricila Roldan, Associate Planner

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development; Maintenance of Parks Facilities/Open Spaces

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

The First Amendment to the Consulting Services Agreement (“CSA”) with Dudek (“Consultant”) would not impact Development Services adopted Fiscal Year 2025/26 budget or the General Fund. Funding for the CSA would be sourced from the original \$665,500 U.S. Department of Agriculture’s (“USDA”) Urban and Community Forestry Program Subaward (“Grant”).

PREVIOUS ACTION

On August 14, 2024, the Escondido City Council adopted Resolution No. 2024-127. This Resolution authorized staff to receive grant funds from the USDA Urban and Community Forestry Program Subaward, in the amount of \$665,500, and execute all grant-related agreements and documents necessary to receive and expend the funds for the completion of the Urban Forestry Management Plan (“UFMP”).

Subsequently, via Resolution No. 2025-09, City Council deemed it to be in the best public interest to execute a consulting agreement with Dudek in the amount of \$344,000 (Attachment “1”). As a result,



CITY of ESCONDIDO

STAFF REPORT

Dudek was tasked with conducting analyses, community outreach, inventory collection, and development of a City UFMP.

BACKGROUND

On January 27, 2025, the U.S. Office of Management and Budget released memorandum M-25-13 (Attachment “2”) which, in part, placed a temporary pause on agency grant, loan, and other financial assistance programs. As a result, the City’s UFMP grant administrator, Green Latinos, recommended to pause all grant-related work activities and minimize any unreimbursed expenses.

On March 13, 2025, Green Latinos held a virtual meeting to inform grantees that grant payments would resume. However, budget cuts anticipated by the Department of Government Efficiency meant that there would be no certainty on sustainability of the program; therefore, all grantees were encouraged to expend grant funds by September 30, 2025. This direction reduced the project schedule from 22 months to six months.

In response to changes, City staff decided to (1) fast track the UFMP Development and (2) shift a portion of the Grant’s watering and maintenance funds to tree plantings. Staff leveraged existing efforts including Escondido’s existing Free Street Tree Program and Dudek’s ongoing inventory collection efforts to facilitate tree plantings in residential neighborhoods. In partnership with the City’s Public Works staff, Dudek facilitated tree requests from City residents which comprised of email communications and calls, tree species confirmation, and two site assessments for each planting.

On July 2, 2025, the U.S. Forest Service provided an update which reassured that grant timelines would follow the original executed project completion date of November 30, 2027. Since then, staff have been working closely with Dudek to ensure deliverables are completed within the grant completion date. However, coordination the Free Street Tree Program took more time and labor from Dudek’s contract than expected, which has subsequently resulted in a shortfall in funding to complete the UFMP.

Staff recommend a shift of \$19,900 in Grant funds from the City’s tree watering and maintenance task to Dudek’s CSA. The additional funds would increase the NTE amount from \$344,00 to \$363,900 and decrease the City’s tree watering and maintenance funding from its initial NTE of \$199,000 to \$179,100. **Table 1** provides a breakdown of the Grant award and the anticipated changes that would result from this request. Additional details can be found on the Green Latinos Urban & Community Forestry Program Subaward Agreement (Attachment “3”).



CITY of ESCONDIDO

STAFF REPORT

Table 1. Proposed Budget Change

Item	Responsible Party	Original Funding Amount	Change	New Funding Amount
Contract management and staff Support	City of Escondido	\$62,000.00	\$0	\$62,000.00
UFMP development and legislative document updates	Dudek	\$344,000	(+) \$19,900	\$363,900
Tree care and maintenance	West Coast Arborists	\$199,000	(-) \$19,900	\$179,100
Indirect charges	City of Escondido	\$60,500	\$0	\$60,500
Total:		\$665,500	\$0	\$665,500

Staff also recommend an extension of time in the contract agreement expiring November 15, 2026 to March 31, 2027. The \$19,900 dollar amount is the maximum that could be carried over between the Grant's tasks per the City's agreement with Green Latinos. Additional funds and time would allow Dudek staff to conduct an Urban Forestry Open House and finalize the UFMP document.

RESOLUTIONS

- a. Resolution No. 2026-133
- b. Resolution No. 2026-133— Exhibit "A"— First Amendment to Consulting Agreement with Dudek

ATTACHMENTS

- a. Attachment "1"— Consulting Agreement with Dudek
- b. Attachment "2"— U.S. Office of Management and Budget Memorandum M-25-13
- c. Attachment "3"— Green Latinos Urban & Community Forestry Program Subaward Agreement

RESOLUTION NO. 2026-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH DUDEK FOR THE DEVELOPMENT OF AN URBAN FORESTRY MANAGEMENT PLAN

WHEREAS, on August 14, 2024, the City Council adopted Resolution No. 2024-127 authorizing the City to receive \$665,500 in Inflation Reduction Act funding to develop an Urban Forestry Management Plan and for two years of watering and tree maintenance for Arbor Day tree plantings in 2025 and 2026; and

WHEREAS, City Council deemed it to be in the best public interest to execute a consulting agreement with Dudek in the amount of \$344,000 to conduct analyses and outreach to develop an Urban Forestry Management Plan; and

WHEREAS, additional funding in the amount of \$19,900 is required to finalize outreach and development of the Urban Forest Management Plan; and

WHEREAS, Development Services staff propose to leverage USDA grant funding to cover budget shortfall; and

WHEREAS, approval of the proposed First Amendment will bring the total contract price of the agreement to a Not to Exceed price of \$363,900.

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

1. That the above recitations are true.

2. That the Mayor is authorized to execute, on behalf of the City, a First Amendment in the amount of \$19,900 to the Consulting Agreement with Dudek, which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Pricila Roldan, Associate Planner
760-839-4546
("CITY")

And: DUDEK
a California corporation
225 South Lake Avenue, Suite M210
Pasadena, CA 91101
Attn: Kanami Otani, Project Manager
626-204-9803
("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 March 25, 2025 ("Agreement"), wherein CITY retained CONSULTANT to provide services to develop the City of Escondido Comprehensive Urban Forestry Management Plan (UFMP) and Program, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to extend the Agreement and include additional funding to furnish all Services as described in "Attachment A" to this First 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 First Amendment.
2. 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 First Amendment 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.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the total sum of **\$19,900**, pursuant to the conditions contained in "Attachment A" to this First Amendment.
4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.
5. This First 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.
6. This First 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 First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this First Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____
Dane White, Mayor

DUDEK

Date: _____
Amy M. Paul, Secretary

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

DUDEK, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the development of the City's Comprehensive Urban Forestry Management Plan (UFMP) and Program.

B. Location

Consultant to provide services in relation to the City's UFMP and Program at various locations, including certain services at 200 N. Broadway, Escondido, CA 92025.

C. Services

Consultant shall continue to provide services as described in the Agreement. Pursuant to this First Amendment, Consultant shall also provide the following services:

Task 5.2: Project Management and Quality Assurance – Project management and quality assurance is intrinsic work associated with long-term, complex projects. The consultant has and continues to provide task 5.2 services. This amendment is an opportunity to formalize services as a task.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Pricila Roldan at 760-839-4546 or Pricila.Roldan@escondido.gov. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price of this First Amendment shall not exceed **\$19,900**. The contract price of this First Amendment (\$19,900) will bring the total contract price of the Agreement to **\$363,900**. The contract price of this First Amendment 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

Pursuant to this First Amendment, the term of the Agreement shall be extended through **March 31, 2027**.

ATTACHMENT "B"

Personnel List

Pursuant to Section 2 of the this First Amendment, CONSULTANT shall only assign performance of Services to persons listed below.

1. Kanami Otani, Specialist III, Dudek, kotani@dudek.com
2. Ryan Allen, Senior Specialist III, Dudek, rallen@dudek.com
3. Jared Davis, Analyst V, Dudek, jdavis@dudek.com
4. Noah Stamm, Specialist IV, Dudek, nstamm@dudek.com
5. Matthew Crockett, Analyst V, Dudek, mcrockett@dudek.com
6. Katrina Burritt, Specialist IV, Dudek, kburritt@dudek.com
7. Hansen Leclair, Analyst IV, Dudek, hleclair@dudek.com
8. Curtis Battle, GIS Analyst IV, Dudek, cbattle@dudek.com
9. Erika Kash, Specialist IV, Dudek, ekash@dudek.com
10. Kelly Bray, Senior Specialist III, Dudek, kbray@dudek.com
11. Alexandria Reed, Senior Specialist I, Dudek, areed@dudek.com
12. Raoul Ranoa, Creative Services IV, Dudek, rranoa@dudek.com
13. Kathryn Landoe, Technical Editor II, Dudek, klandoe@dudek.com
14. Michael Sweesy, Project Director/Environmental, Dudek, msweesy@dudek.com
15. Connor Rudmann, Analyst IV, Dudek, crudmann@dudek.com
16. Cameron Stecki, Analyst V, Dudek, cstecki@dudek.com
17. Sadie Julin, Senior Specialist II, Dudek, sjulin@dudek.com
18. Kevin Cullinen, Specialist III, Dudek, kcullinen@dudek.com
19. Christopher Kallstrand, Senior Specialist II, Dudek, ckallstrand@dudek.com
20. Christopher Auger, GIS Analyst III, Dudek, cauger@dudek.com
21. Aida Castro, Analyst V, Dudek, acastro@dudek.com
22. Dana Link-Herrera, Specialist IV, Dudek, dlink-herrera@dudek.com
23. Asha Bleier, Project Director/Environmental, Dudek, ableier@dudek.com
24. Austin Ott, Project Director/Environmental, Dudek, aott@dudek.com
25. Scott Eckardt, Senior Specialist IV, Dudek, seckardt@dudek.com
26. Christine Pereira, Analyst V, Dudek, cpereira@dudek.com
27. Nathan Reid, GIS Analyst, Dudek, nreid@dudek.com
28. Carmen Garcia, GIS Analyst, Dudek, cgarcia@dudek.com
29. Mark McGinnis, Senior Specialist III, Dudek, mmcginnis@dudek.com
30. Alison Sells, Analyst IV, Dudek, asells@dudek.com
31. Christopher Starbird, GIS Analyst V, Dudek, cstarbird@dudek.com
32. Christopher Silcox, Creative Services II, Dudek, csilcox@dudek.com
33. Karen Casteneda, Creative Services II, Dudek, kcasteneda@dudek.com

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: _____

DUDEK



CITY OF ESCONDIDO CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Pricila Roldan, Associate Planner
(760) 839-4546
("CITY")

And: DUDEK
a California corporation
225 South Lake Avenue, Suite M210
Pasadena, CA 91101
Attn: Kanami Otani, Project Manager
626-204-9803
("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 develop the City of Escondido Comprehensive Urban Forestry Management Plan (UFMP) and 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 **\$344,000**. 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.
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-: FSC 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/dprevwagedetermination.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 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: 04 / 01 / 2025

Dane M. White
Dane White, Mayor

DUDEK

Date: 03 / 25 / 2025

Joseph Monaco
Joseph Monaco, AICP, President/CEO

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: *Elyse E. Dayrit*

DATE: 03 / 25 / 2025

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

ATTACHMENT "A"

Scope of Work

A. General

DUDEK, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the development of the City's Comprehensive Urban Forestry Management Plan (UFMP) and Program.

B. Location

Consultant to provide services in relation to the City's UFMP and Program at various locations, including certain services at 200 N. Broadway, Escondido, CA 92025.

C. Services

Consultant shall provide services for the development of the City's UFMP more particularly described in **Exhibit 1**, which is attached hereto and incorporated to this Agreement herein. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall generally include:

1. Perform an Existing Conditions Assessment.
 - a. Task 1.1: Four department interviews and one ride along,
 - b. Task 1.2: Potential tree sites inventory,
 - c. Task 1.3: Tree inventory values and sustainability analysis,
 - d. Task 1.4: Canopy coverage analysis,
 - e. Task 1.5: Urban forestry program review, and
 - f. Task 1.6: Existing conditions assessment.
2. Prepare and Perform a Community Outreach and Engagement Strategy.
 - a. Task 2.1: Community outreach and engagement strategy,
 - b. Task 2.2: Online community survey,
 - c. Task 2.3: Two focus group interviews,
 - d. Task 2.4: Three in-person outreach events,
 - e. Task 2.5: One urban forest open house,
 - f. Task 2.6: Three supporting materials, and
 - g. Task 2.7: Tree guide for residents and property owners.
3. Prepare a Citywide Urban Forestry Management Plan.
 - a. Task 3.1: UFMP outline,
 - b. Task 3.2: Strategic Plan,
 - c. Task 3.3: Implementation Plan to include:
 - i. Task 3.3.1: Tree planting program and priority map,
 - ii. Task 3.3.2: Tree planting schedule,
 - iii. Task 3.3.3: Establishment of best management practices,
 - iv. Task 3.3.4: Addressing wildfire resilience,
 - v. Task 3.3.5: Potential resources, and
 - vi. Task 3.3.6: Design plans for commercial and industrial parking lots.
 - d. Task 3.4: Monitoring Plan,
 - e. Task 3.5: Draft UFMPs, public comment process, final UFMP, and
 - f. Task 3.6: Three presentations.
4. Prepare Regulatory Updates to City Documents and Ordinances.
 - a. Task 4.1: Tree ordinance update,
 - b. Task 4.2: Landscape Master Plan update, and
 - c. Task 4.3: Recommended Street Tree List update.
5. Provide Customer-Focused Project Management.
 - a. Task 5.1: Kick-off and check-in meetings, and

- b. Task 5.2: Project management and quality assurance.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Pricila Roldan at 760-839-4546 or Pricila.Roldan@escondido.gov. Further instructions will be provided upon scheduling. Due to the dependance on grant funds as detailed below in section E, the Parties agree to work closely together to ensure the availability of grant funds prior to scheduling work.

E. Contract Price and Payment Terms

Payment for all work under this Agreement is dependent on the continued availability of funds from the U.S. Office of Management and Budget (OMB) passed through the grant administrator. Due to possible funding freezes, either temporary or permanent, CONSULTANT shall confirm with CITY that grant funding is available prior to engaging in any work related to this Agreement. If the CITY becomes aware that grant funding is unavailable, CITY shall provide CONSULTANT with at least 24 hours' written notice to pause performance of work. CONSULTANT shall be compensated for all work performed up to the effective date of such notice. No payment of work shall be made to CONSULTANT for any work performed after the effective notice of suspension.

The total contract price shall not exceed **\$344,000** nor shall any itemized task exceed the amounts itemized below without written authorization from the City prior to work being performed. Consultant shall submit monthly invoices to the City within 30 days after services are provided and shall be billed as itemized below. City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

<u>Task Category</u>	<u>Not-to-Exceed Amount</u>
UFMP and Community Outreach/Engagement	\$199,000
Existing Conditions – Tree Inventory	\$100,000
Existing Conditions – Canopy Cover Analysis	\$ 15,000
Regulatory Deliverables	<u>\$ 30,000</u>
Total Not-to-Exceed	\$344,000

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **November 15, 2026**.

G. Other

Consultant understands, acknowledges, and agrees that services provided under this Agreement shall be paid for in whole or in part by GreenLatinos Urban & Community Forestry Program funds ("Program Funds") pursuant to the Subaward Agreement between the City and GreenLatinos, which is attached hereto as **Exhibit 2** and incorporated herein by this reference. Accordingly, Consultant shall:

1. Keep itself informed of and comply with all applicable laws, statutes, codes, ordinances, regulations, rules, and other legal requirements arising from the Program Funds;
2. Comply with all applicable requirements of Exhibit 2, including but not limited to those stated in Section 4 (AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS); and
3. In good faith at the City's reasonable request, provide all records and documents relating to the services that may be required for the City to meet reporting requirements set forth in Exhibit 2.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Kanami Otani, Project Manager, kotani@dudek.com, Dudek; and
2. Ryan Allen, Principal in Charge, rallen@dudek.com, Dudek;
3. Jared Davis, Deputy Project Manager, jdavis@dudek.com, Dudek;
4. Noah Stamm, Wildfire Protection, nstamm@dudek.com, Dudek;
5. Matthew Crockett, Wildfire Protection, mcrockett@dudek.com, Dudek;
6. Katrina Burritt, Tree Inventory, kburritt@dudek.com, Dudek;
7. Hansen LeClair, Tree Inventory, hleclair@dudek.com, Dudek;
8. Curtis Battle, GIS, cbattle@dudek.com, Dudek;
9. Erika Kash, Community Engagement, ekash@dudek.com, Dudek;
10. Kelly Bray, Climate Action Planning, kbray@dudek.com, Dudek;
11. Alexandria Reed, Data Analysis, areed@dudek.com, Dudek;
12. Raoul Ranoa, Graphics, rranoa@dudek.com, Dudek;
13. Kathryn Landoe, Publications, klandoe@dudek.com, Dudek;
14. Michael Sweesy, Landscape, msweesy@dudek.com, Dudek; and
15. Connor Rudmann, Landscape, crudmann@dudek.com, Dudek.

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: 03 / 25 / 2025

Joseph Monaco

Joseph Moraco, President/CEO

Certification Regarding Lobbying

Appendix A, 44 C.F.R. Part 18

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Joseph Monaco

Signature of Consultant's Authorized Official

Joseph Monaco

Name and Title of Consultant's Authorized Official

03 / 25 / 2025

Date



PROPOSAL: RFP NO. 25-05 - PL24-0286

URBAN FORESTRY MANAGEMENT PLAN AND PROGRAM

CITY OF ESCONDIDO

DECEMBER 6, 2024

225 South Lake Avenue, Suite M210 / Pasadena, CA 91101 / 626.204.9800

DUDEK

39

Cover Letter

December 6, 2024

Pricila Roldan
City of Escondido
201 N. Broadway, Escondido, California 92025

Subject: RFP No. 25-05 – PL24-0286, City of Escondido Urban Forestry Management Plan and Program

Dear Pricila Roldan,

Dudek submits the following proposal to develop the City of Escondido's (City) Comprehensive Urban Forestry Management Plan (UFMP) and Program, customized for the City's urban forest and underserved communities. The resulting UFMP will be a high-quality, planning tool that incorporates the City's urban forestry priorities and values. The team showcases the following strengths:

A Cohesive Team of Experts. The Dudek team will be managed by Project Manager Kanami Otani, an International Society of Arboriculture (ISA)-Certified Arborist with 8 years' experience in urban forestry. Kanami will be supported by the technical team, leading specific project tasks aligned with their expertise. The team includes ISA-Certified Arborists, municipal specialists, tree risk assessment qualified arborists, pest and pathogen experts, urban planners, geographic information system (GIS) specialists, environmental data scientists, fire protection planners, landscape architects, and graphic designers. In the last 6 years, the Urban Forest Planning team has successfully worked with over 20 municipalities on UFMPs throughout the country and are in the process of developing projects noted as reviewed in the Request for Proposals (RFP), such as for the City of Bell.

Meeting the Community Where They Are. Each UFMP we develop relies on authentic community engagement. In-person engagement events will occur in Climate and Economic Justice Screening Tool (CEJST) disadvantaged communities (DACs) in areas where the community gathers. Engagement activities will be supported with Spanish education materials and Spanish speaking staff to maximize participation from all community members and remove language barriers. The team selected for this project is well-versed in fostering urban forestry learning, collaboration, and advocacy.

Effective Project Collaboration. We recognize that during UFMP development, the City will also be preparing an Extreme Heat Resilience Action Plan. We feel that collaboration between these two efforts can bring increased efficiencies and a higher level of impact to each project. As such, our proposal uses the aforementioned icon to identify specific areas where collaboration between the two efforts may be effective and advantageous.

CONTACT INFORMATION

Name of Entity: Dudek

Mailing Address: 225 South Lake Avenue, Suite M210, Pasadena, California 91101

Telephone: 626.204.9803

Email Address: hello@dudek.com

Description of Organization: S-Corporation, 100% Employee Owned, Founded in 1980

REQUIRED STATEMENTS

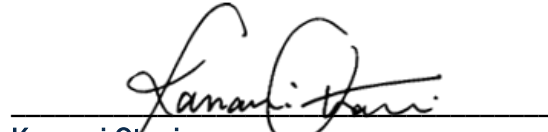
Dudek has the availability and time to dedicate the personnel and resources necessary to meet the contract. Dudek has all the qualifications listed in Section III of the RFP. Dudek intends to adhere to the provisions described in the RFP.



Areas for project collaboration

Dudek genuinely appreciates this opportunity and looks forward to further discussing our approach to comprehensive urban forest management planning. Should you have questions regarding this proposal, please contact Kanami Otani at 626.204.9803 or kotani@dudek.com.

Sincerely,


Joseph Monaco, AICP
President/CEO
Kanami Otani
Project Manager

Joseph Monaco is authorized to sign on behalf of Dudek. This fee estimate is valid for 90 days from the date of this proposal; after 90 days, Dudek reserves the right to reassess the fee estimate, if necessary. Dudek acknowledges the addendum's released on November 8, 2024 and November 15, 2024. Dudek agrees to the terms listed under the Public Agency Clause in the General Conditions of the RFP.

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APPENDICES

Exhibit 3 Non-Collusion Declaration

Qualifications and Experience

Organizational Chart

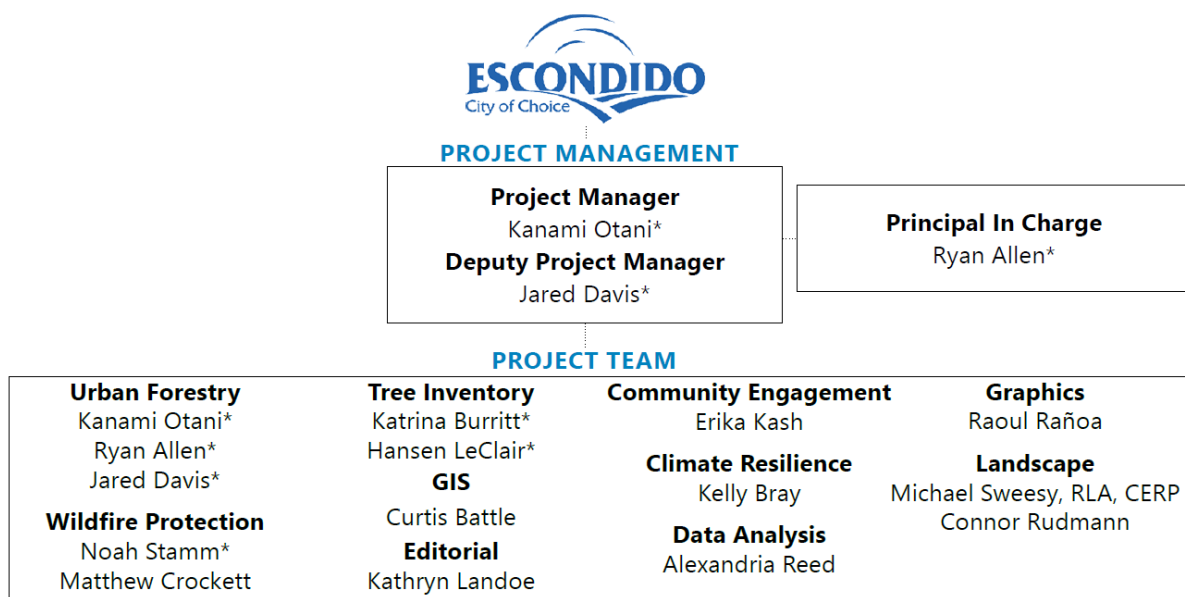
All licensed and certified Dudek team members routinely engage in continuing education efforts to maintain their credentials and stay current on the latest research and technologies employed in the urban forestry field. This helps our team maintain up-to-date knowledge regarding climate resilient tree species, innovative solutions for tree protection and ordinances, and urban forestry best practices. Dudek personnel hold the following credentials:

- Registered Consulting Arborist (RCA), American Society of Consulting Arborists
- International Society of Arboriculture (ISA) Certified Arborists
- ISA-Certified Arborist - Municipal Specialist
- ISA-Board Certified Master Arborist
- American Institute of Certified Planners (AICP) Certified Planner

We assembled a team with the knowledge and specific expertise needed to complete the scope of services outlined in the Request for Proposals (RFP). Ryan Allen, director of the Dudek urban forest planning team, will serve as principal in charge. Urban Forestry Specialist and ISA-Certified Arborist Kanami Otani will be the project manager and serve as the primary point of contact for the City of Escondido (City), overseeing the project from Dudek's Pasadena office. Jared Davis, bringing local knowledge from the region, will act as the deputy project manager to support the project through completion.

Figure 1 outlines proposed lines of communication for this contract and notes areas of expertise for each team member. **Table 1** includes a summary of qualifications for key personnel. Full resumes are available at the request of the City. Dudek has the availability and time to dedicate the personnel and resources necessary to meet the contract.

Figure 1. Dudek Team Organization



*ISA Certified team member

Key Personnel Experience

Table 1. Personnel and Qualifications

Relevant Project Experience Examples	Qualifications
Kanami Otani; Project Manager, Urban Forestry 8 Years' Experience	
- CFMP Town of Mount Pleasant 2024 - UFMP City of Bell 2024 - UFMP City of Rancho Cucamonga Ongoing	- BS, Nutrition Science - ISA Certified Arborist, WE-13275A /ISA TRAQ
Ryan Allen; Principal in Charge, Urban Forestry 16 Years' Experience	
- UFMP County of Los Angeles 2024 - UFMP and Street Master Plan City of Temecula 2023 - UFMP City of La Mesa 2022	- BA, Communications, (Creative Writing emphasis) - ISA-Certified Arborist, Municipal Specialist, WE 10316AM/TRAQ
Jared Davis; Deputy Project Manager, Urban Forestry 6 Years' Experience	
- CFMP Los Angeles County 2024 - Urban Forest Plan City of Alameda Ongoing - UFMP City of Salinas 2024	- BA, Biology and Environmental Studies - ISA Arborist WE-13755A/TRAQ - Firefighter Type II
Noah Stamm; Wildfire Protection 16 Years' Experience	
- UFMP City of Rancho Cucamonga Ongoing - UFMP City of Beverly Hills 2022 - Community Wildfire Protection Plan City of Bradbury 2022	- BS, Forestry and Natural Resources - ISA Arborist WE-11995A/TRAQ - Oxnard College Regional, Firefighter Academy, Firefighter I
Matthew Crockett; Wildfire Protection 4 Years' Experience	
- UFMP City of Beverly Hills 2022 - UFMP City of Rancho Cucamonga Ongoing - Wildfire Risk Analysis San Diego Zoo Wildlife Alliance 2024	- MS, Environmental Sciences and Management - BS, Environmental Management and Protection
Katrina Burritt; Tree Inventory 11 Years' Experience	
- As-Needed Arborist City of Encinitas Ongoing - On-Call Arborist City of Newport Beach Ongoing - UFMP City of Irvine Ongoing	- BS, Environmental Protection and Horticultural Science - ISA Board Certified Master Arborist/ TRAQ - Pest Control Advisor License (Category A, B, and E)
Hansen LeClair; Tree Inventory 7 Years' Experience	
- As-Needed Arborist City of Encinitas Ongoing - Oak Tree Resource Inventory Newhall Land and Farming Company Ongoing	- BS, Zoology - ISA-Certified Arborist, No. WE-11959A
Curtis Battle; GIS 15 Years' Experience	
- CFMP County of Los Angeles 2024 - UFMP City of Irvine Ongoing	- MS, GIScience - BA, Geography

Table 1. Personnel and Qualifications

Relevant Project Experience Examples	Qualifications
Canopy Cover Analysis City of San Diego Ongoing	
Kathryn Landoe; Editorial 11 Years' Experience	
- Alameda Crossing Tree Inventory and Report City of Los Angeles Ongoing - Arborist Services and Fire Damaged Tree Identification City of City of Santa Rosa 2023 - CFMP Town of Mount Pleasant 2024	BA, English Language and Literature (with an emphasis on professional writing)
Kelly Bray; Climate Resilience 15 Years' Experience	
- Coastal Resilience Masterplan City of San Diego Ongoing - Climate Action Plan Update County of San Diego 2024 - North County Multiple Species Conservation Plan County of San Diego Ongoing	- MSP, Urban and Regional Planning - BS, Environmental Science and Policy
Erika Kash; Community Engagement 9 Years' Experience	
- Indio Transformative Climate Communities City of Indio 2021 - Housing, Safety, and Environmental Justice Elements City of Highland 2023 - Safety and Environmental Justice General Plan Amendments City of El Cajon 2022	- MPL, Urban Planning/Design - BA, Environmental Studies - Certificate, Real Estate Development - Fluent Spanish Speaker
Alexandria Reed; Data Analysis 7 Years' Experience	
- CFMP County of Los Angeles 2024 - UFP City of Alameda Ongoing	- MS, Environmental Data Science - BS, Environmental Studies
Raoul Rañoa; Graphics 27 Years' Experience	
- CFMP City of San Jose 2022 - UFMP City of Downey 2021 - CWPP Update and Program EIR City of Santa Barbara 2021	BA, Communications (Journalism focus)
Michael Sweesy, RLA, CERP; Landscape 41 Years' Experience	
- San Pasqual Valley Agricultural Uses Study City of San Diego Public Utilities Department (CSDPUD) 2008 - San Dieguito Watershed Habitat Restoration for Ecosystem Service Enhancement Project CSDPUD 2012 - Three C Growers Water Quality Improvement Project CSDPUD 2012	- MLA, Landscape Architecture - Registered Landscape Architect (RLA), CA No. 3319 - Certified Ecological Restoration Practitioner (CERP), No. 0586
Connor Rudmann; Landscape 0.5 Years' Experience	
- Wiivay Park Interpretive Signage Design City of Vista Ongoing - Sierra Madre Median Enhancement City of Pasadena Ongoing - Lion Canyon Habitat Restoration Project Newhall Land and Farming Company Ongoing	MLA, Landscape Architecture

Notes: CFMP = Community Forest Master/Management Plan; CWPP = Community Wildfire Protection Plan Update; ISA = International Society of Arboriculture; TRAQ = Tree Risk Assessment Qualification; UFMP = Urban Forest Master/Management Plan; UFP = Urban Forest Plan

Relevant Projects

The Dudek team has provided urban forestry and wildfire resiliency planning services for municipalities throughout California, including tree inventories, canopy cover assessments, and the development of Urban Forest Management Plans (UFMPs). Additionally, we have led or supported clients with community outreach and engagement to educate and gain consensus among diverse participants. The following is a representative sample of projects Dudek has provided services for that demonstrate our ability to perform the services outlined in the RFP. **Table 2** lists our relevant experience and similar projects. Project Examples and References are provided separately in the following section, as required by the RFP.

Table 2. Relevant Experience and Similar Projects

Project Types and Select Examples	Relevancy to Escondido
Urban Forestry Plans 20 in the last 5 years ▪ Bell, CA UFMP (Ongoing) ▪ Los Angeles County, CA UFMP ▪ Mount Pleasant, SC UFMP ▪ Tacoma Metro Parks, WA UFMP (Ongoing)	    
Tree Program Reviews and Analyses 5 in the last 5 years ▪ Portland Urban Forest Analysis ▪ Oxnard Tree Program Review ▪ Pasadena Tree Watering Study	 
Tree Ordinance Development 3 in the last 5 years ▪ County of San Mateo Tree Ordinance Update ▪ Hillsborough Tree Ordinance Update	 
Public Engagement 20+ in last 5 years ▪ Bell, CA UFMP (Ongoing) ▪ Clark County Age Readiness Plan ▪ Rancho Cucamonga, CA UFMP (Ongoing) ▪ Eureka Waterfront Specific Plan	   

 Urban Forestry Expertise and Planning
  GIS and Mapping
  Inclusive Community Engagement
  Visual Storytelling
  Wildfire Planning and Protection

Projects Overview

Dudek offers an experienced and diverse private-practice arboriculture and urban forestry team. Our certified and licensed professionals bring valuable insight to tree management issues, providing creative approaches to projects of any scale. With analyses based in science and ethics, the Dudek urban forestry division offers solutions that encompass the project life cycle and anticipates future needs. Our professionals find practical, cost-effective approaches to help you achieve your project-specific and overall goals. We work to build your trust, which allows us to offer constructive and durable project solutions.

The following project descriptions describe projects of similar size and scope to that in the City RFP. The projects described are UFMPs that are completed, were adopted by the governing body, and in the implementation phase.

TEMECULA URBAN FORESTRY MANAGEMENT PLAN AND INVENTORY

Client: City of Temecula

Dudek completed the City of Temecula's UFMP, which included a tree inventory of 27,000 trees. The project included analysis of the current status of the urban forest and identified threats to current species based on predicted climate change and invasive pests/pathogens. In addition, Dudek developed a significant community education component, including an urban forest summit, pop-up outreach events, a working group, and outreach pamphlets. Other project tasks include re-establishing the City's tree maintenance policy and standards, reviewing the City's existing tree ordinance, and developing a master tree planting plan with a recommended tree species palette that received input from various interested parties and community groups. The plan aligns with the City's core steering document, Quality of Life Master Plan, ensuring that the UFMP is successful in implementation.



DOWNEY URBAN FOREST MANAGEMENT PLAN AND STREET TREE MASTER PLAN

Client: City of Downey

Dudek developed the City of Downey's 30-year planning document to expand canopy cover, implement efficient management practices, and increase public awareness of the urban forest. This process included a thorough analysis of the current tree inventory and canopy cover, calculated ecological benefits of the urban forest using the i-Tree Eco suite, and determined the current value of the City of Downey's trees. We reviewed current policies and ordinances against urban forest sustainability standards and recommended updates to these documents and policies, as appropriate. We assessed the governance structure, interdepartmental protocols, and management practices through departmental interviews with all staff who impact trees. Tree inventory and geographic information system (GIS) data was used to develop a Street Tree Master Plan as a section of the UFMP, providing specific guidance on where trees are needed and what species could be planted in vacant planting sites.



SAN JOSÉ COMMUNITY FOREST MANAGEMENT PLAN

Client: City of San José

Dudek completed the San José Community Forest Management Plan (CFMP), driven by meaningful community engagement and technical expertise. Project tasks included analyzing the existing tree canopy cover using satellite imagery; conducting 17 interviews with City of San José staff, elected officials, and interested parties; creating a project webpage and outreach video; conducting a Strengths, Weakness, Opportunities, and Threats analysis of current management practices; determining the condition of the City of San José's urban forest; managing online community engagement forums; and developing achievable short- and long-term goals. The resulting CFMP clearly and concisely presented the complexities of community forest



management with accompanying easy-to-interpret graphics so that the document was understandable to seasoned urban foresters and the general public. The project website can be viewed at <http://sanjosecfmp.com>.

References

The following references can attest to the quality of work that Dudek provides. All references are for urban and community forestry plans, similar to the scope of this project, and was adopted by the governing body.



COMMUNITY FOREST MASTER PLAN | TOWN OF MOUNT PLEASANT

Dates: 2022–2024 | **Project Management:** Kanami Otani, PM; **Key Dudek Staff:** Ryan Allen; Alexandria Reed; Jared Davis; Katrina Burritt
Contact: Eddie Bernard, RLA, Urban Forester; 843.884.1229; ebernard@tompsc.com

Tasks:

- CMFP and development of tree canopy preservation strategies
- Recommended actions for invasive plant species management
- Storm and disaster plan in accordance with Federal Emergency Management Agency standards



COMMUNITY FOREST MANAGEMENT PLAN | COUNTY OF LOS ANGELES

Dates: 2022–2024 | **Project Management:** Ryan Allen, Project Manager (PM), Kanami Otani, Deputy PM; **Key Dudek Staff:** Alexandria Reed; Christopher Starbird; Jared Davis
Contact: Rebecca Ferdman, Sustainability Policy Director; 213.974.1172; rferdman@csso.lacounty.gov

Tasks:

- Landcover Classification for 4,200 square miles of project area
- Developed a “Canopy Need” index for community prioritization
- Equitable community engagement ensuring that each historically disadvantaged community (DAC) was supported by in-person technical expertise



URBAN FOREST MANAGEMENT PLAN | CITY OF FRESNO

Dates: 2022–2024 | **Project Management:** Ryan Allen, PM; **Key Dudek Staff:** Kanami Otani; Alexandria Reed; Jared Davis
Contact: Erika Pelayo-Lopez, Community Coordinator; 559.621.1251; erika.pelayo-lopez@fresno.gov

Tasks:

- Planting scenarios based on tree equity and priority planting areas
- Existing Conditions Assessment
- Analysis and interpretation of i-Tree data

Rate Sheet and Total Fee for the Project

Table 3 lists the rate sheet, estimated hours, and estimated total fee of all team members working on this project. **Table 4** lists the estimated hours and budget to be spent for each task. **Table 5** lists the estimated costs and hours for each optional task proposed. All optional tasks and costs can be modified to fit the City's needs through discussion at project initiation.

Table 3. Rate Sheet and Total Fee

Name and Project Role	Hourly Rate	Estimate of Total Number of Hours	Estimated Total
Kanami Otani Project Manager, Urban Forestry	\$185.00	429	\$79,365
Ryan Allen Principal in Charge, Urban Forestry	\$235.00	117	\$59,160
Jared Davis Deputy Project Manager, Urban Forestry	\$145.00	408	\$27,495
Noah Stamm Wildfire Protection	\$195.00	10	\$3,000
Matthew Crockett Wildfire Protection	\$145.00	24	\$3,480
Katrina Burritt Tree Inventory	\$195.00	15	\$6,240
Hansen LeClair Tree Inventory	\$145.00	600	\$87,000
Curtis Battle GIS	\$200.00	24	\$4,800
Erika Kash Community Engagement	\$195.00	60	\$11,700
Kelly Bray Climate Action Planning	\$250.00	15	\$3,750
Alexandria Reed Data Analysis	\$155.00	138	\$21,390
Raoul Rañoa Graphics	\$185.00	108	\$19,980
Kathryn Landoe Publications	\$150.00	40	\$6,000
Michael Sweesy Landscape	\$300.00	10	\$3,000
Connor Rudmann Landscape	\$135.00	36	\$4,860
Direct Costs	—	—	\$4,187.50
Total Fee			\$343,967.50
Total Not-to-Exceed Fee			\$344,000

Table 4. Not To Exceed Amounts

Task Category	Estimated Hours	Estimated Cost	Not to Exceed
Urban Forestry Management Plan and Community Outreach and Engagement	908	\$158,330	\$199,000
Existing Conditions – Tree Inventory	328	\$99,052	\$100,000
Existing Conditions – Canopy Cover Analysis	85	\$14,225	\$15,000
Regulatory Deliverable	110	\$20,010	\$30,000
Project Management	290	\$52,350	-
Total Not-to-Exceed Fee			\$344,000

Table 5. Optional Tasks

Task Category	Estimated Hours	Estimated Cost
Tree Inventory	2040	\$302,000
Preparation of California Environmental Quality Act Documentation	10	\$2,500
Wildfire Hazard Assessment Report	161	\$26,500
Updated Urban Surface Heat Viewer Map	74	\$12,000
Landscape Designs – Increasing Spaces for Trees	40	\$7,000
Prioritizing Habitat Connectivity	38	\$5,810

Scope of Services



Areas for project collaboration

Task 1: Existing Conditions Assessment

Developing Escondido's Citywide Comprehensive UFMP will begin with an assessment of the City's publicly managed trees, canopy cover contributions from trees on private land, analysis of the urban forestry program, staffing, budget, policies, and ordinances that influence urban forestry. By leveraging data, staff insights, and the project team's experience, we will identify the City's strengths, setbacks, challenges, and opportunities.

The existing conditions assessment will analyze trees in the right-of-way (ROW) and City-owned land, where the City has direct control, separately from trees on private land, where the City's management strategies require a different approach.

This analysis will occur concurrently with a robust and inclusive community engagement process. Community input received throughout the project will be part of the Existing Conditions Assessment to help inform the community's level of advocacy for the urban forest. This initial assessment informs the project team of the 'existing conditions' of the City's urban forest, which will be used to identify key findings, strategies and actions to reach Escondido Climate Action Plan (E-CAP) goals.

Task 1.1: Departmental Interviews (4) and Ride Along (1)

Dudek will interview representatives from City departments involved in urban forest management. These interviews will gather staff perspectives on the overall urban forestry program, operational processes, and opportunities and challenges that will guide recommendations for operational optimization. This valuable insight will be crucial in understanding the City's urban forestry program and will assist in developing feasible recommendations for the UFMP. We anticipate conducting up to four hour-long virtual interviews, and the project manager will participate in one in-person ride along with field staff to ensure that their perspective is captured. The interviews will explore the following topics:

- Effectiveness of existing tree care operations and policies
- Internal processes for design, tree removal, pruning, and use of inventory database and GIS
- Budget and staff resources dedicated to urban forestry management, plan review, and permitting
- Potential future tree management or planting activities
- City policies, regulations, and permits that affect tree management, protection, removal, or planting
- Governance structure and internal efficiencies/deficiencies
- Challenges with current City procedures and protocols
- Urban forest program funding and operational capacity

Following the interviews, we will summarize all relevant information from each department and provide a summary as an appendix to the Existing Conditions Report.

Task 1.2: Potential Tree Sites Inventory

Dudek will use a landcover classification product, provided by the City, to efficiently identify areas with potential for planting within the historically disadvantaged areas identified by the Climate and Economic Justice Screening Tool (CEJST). The landcover classification categorizes land cover as "low vegetation,"

“medium vegetation,” or “bare ground” and helps inform where there are potential areas for tree planting without the need to remove hardscape. This analysis will be used for discussion with the City to identify potential public spaces for an urban edible forest, opportunities to create green corridors to enhance wildlife, and areas with potential to remove impervious surfaces.

After potential areas are identified, Dudek ISA-certified arborists and inventory specialists will visit the neighborhoods to locate the specific sites and collect the requested attributes. During vacant site collection, the current inventory data will be verified in the target areas. Due to limited budget, the tree inventory update will consist of verifying if a tree exists in each identified site and updating that site’s current status; all trees removed since the 2014 inventory collection will be shown as a vacant site and will have updated irrigation infrastructure information in the updated inventory data. The cost to collect vacant sites will not exceed \$99,000. Additional inventory collection requested by the City not included in this scope may occur as a per site cost of \$5.50.

The vacant site inventory will focus on collecting potential tree sites on public ROWs, public property, and City-owned properties to reach the E-CAP goal of 35% canopy cover in these neighborhoods. The complementary recommended tree species list (**Task 4.3**) may be used with the new vacant site data to easily select trees for each site. The recommended species list and the mature tree stature recommendation (small-, medium-, large-stature trees) collected in the inventory will follow the “right tree, right place, right reason” framework. The following attributes will be collected for each potential tree site:

- Latitude and longitude
- Maximum mature stature appropriate for each site
- Existing hardscape and infrastructure
- Planting space available
- Available infrastructure, such as irrigation, for long-term tree success
- Alignment with potential green corridors that would enhance wildlife habitat and movement
- Analysis of suitable locations for urban edible forest areas
- Recommended areas where impervious surfaces can be removed to plant trees

Task 1.3: Tree Inventory Values and Sustainability Analysis

Dudek will utilize i-Tree Eco, paired with the City’s existing tree inventory data, to provide a detailed assessment of the environmental and economic benefits derived from publicly managed trees. The analysis of ecosystem services examines carbon sequestration, avoided runoff, average pollutant capture, avoided emissions, and structural and functional value. This analysis provides dollar amounts for these benefits and can be utilized for long-term planning and advocating for tree care program funding. Additionally, the i-Tree Eco analysis will help evaluate the vulnerability of the City’s tree species to pests and diseases, supporting proactive management strategies.



After the vacant sites in the current inventory are verified or modified, Dudek will analyze the tree inventory data to identify the species composition, health and overall condition, and age distribution of publicly maintained trees. This analysis provides a better understanding of the sustainability of the City’s current urban forest and will be compared with current research to determine if the City is maintaining a sustainable tree inventory for their future forest. This assessment will also inform how the City is utilizing available technology in the management program and inform recommendations to further incorporate technology in their management practice.

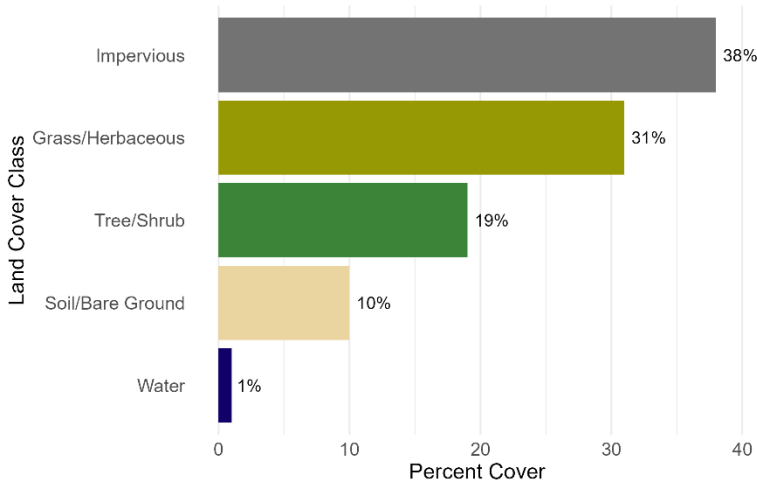


Task 1.4: Canopy Coverage Analysis

In preparation for this proposal, Dudek conducted a preliminary canopy assessment utilizing the i-Tree Canopy tool. Various land and tree cover classes were classified using random sampling of Google Earth imagery. Based on this preliminary assessment, the citywide canopy cover appears to be approximately 19.1%, reflecting an increase of 1.3% from the 17.8% calculated in 2014. Impervious surfaces, including roads and buildings, collectively represent approximately 38 % of the area, while grass and herbaceous cover collectively represent approximately 31%, and soil/bare ground comprise approximately 10%. The assessment also estimated the ecosystem services provided by the City's canopy. These include carbon storage and sequestration, with associated economic values, pollutant removal contributing to improved air quality, and hydrological benefits such as reduced stormwater runoff and enhanced processes like interception and transpiration.

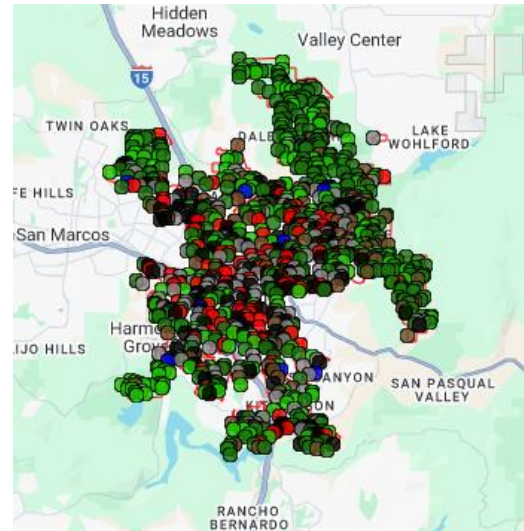
This preliminary assessment provides a general overview of canopy cover and various land cover classes and the canopy benefits. Dudek will conduct a more thorough analysis as part of the project scope, incorporating quality assurance/quality control (QA/QC) measures, verification of boundaries, and more detailed assessments to ensure accuracy and reliability of findings.

City of Escondido: Preliminary Land Cover Distribution



Data Source: i-Tree Canopy

Preliminary Land Cover Distribution



i-Tree Canopy Data

Dudek will analyze the canopy cover data using GIS tools to determine the percentage of canopy cover within City boundaries. In collaboration with the project team, Dudek will identify up to three key geographic areas for canopy cover delineation. Potential areas may include census tracts or blocks to support targeted funding, parks and open spaces to address equitable access, CEJST-designated DAC for equity considerations, or operational management units to improve maintenance efficiency. The analysis will highlight the existing tree canopy percentage, providing insights into the distribution and density of trees citywide. These findings will inform whether the current tree canopy is equitably distributed and guide future urban forestry planning efforts.



Task 1.5: Urban Forestry Program Review

Sustainable management of a city's tree inventory depends on appropriate budget and staffing levels to provide a level of service that meets arboriculture best management practices (BMPs) and industry standards for a safe municipal urban forest. The urban forest program will be assessed using staff interviews, work records analysis, and a review of the City's tree-related codes, policies, and ordinances.

Dudek will first identify the current governance structure of City tree management, the departments and staff involved, and their roles in the urban forestry program. The review will determine if the current staffing structure is sufficient or if operational efficiency could be improved with adjustments to current operational procedures.

Dudek will then analyze the City's tree maintenance work records over the past 5 fiscal years to understand the level of service provided to the urban forest and how funding has previously been allocated. The analysis will consider costs by annual performance measurements of maintenance tasks, such as number of trees planted, cared for, pruned, removed, and other metrics. Following this analysis, Dudek will provide a recommended budget, staffing needs list, and a list of potential funding strategies to meet urban forestry goals. Dudek will analyze all tree-related policies, municipal codes, ordinances, and planning documents provided by the City to better understand the effectiveness of the City's current urban forestry policy-related guidelines. This analysis identifies if there are clearly defined parameters for when a tree is considered protected and examines the process by which removal requests are considered for protected trees. Dudek will review existing legal arrangements that impact private property trees, if replacement planting requirements are supportive of urban forestry goals, and if penalties are sufficient to deter violation of the ordinance. This analysis will identify items to update for urban forestry related ordinances, the Modern Water Efficiency Ordinance, and the City's Center City Landscape Master Plan to align with arboriculture BMPs and industry standards for a safe municipal urban forest.

Task 1.6: Existing Conditions Assessment

Dudek will prepare an Existing Condition Assessment that will act as an overview of the City's current urban forest conditions and program. The data gathered in Tasks 1.1 through 1.5 will inform this assessment, which will serve as a baseline for the analyses and recommendations that will constitute the UFMP. The Existing Conditions Assessment will be delivered as a standalone report prior to the UFMP, so both the consultant team and the City can evaluate the City's current conditions and identify feasible enhancements. Upon review of the Existing Conditions Assessment, the project team will be equipped with the necessary information to determine areas for improvement and the steps needed to optimize the City's management of the Urban Forest. The report will discuss three major focus areas: potential tree planting sites, canopy cover, and the Urban Forestry Program.

Deliverables

- GIS compatible files of potential planting sites
- Two soft copy maps of both inventories for review by staff and for presentation purposes
- Up to four department interviews
- One project manager ride-along with urban forestry field staff
- Tree inventory values and Sustainability Assessment
- Canopy Cover Analysis
- Review of codes, policies, plans, and ordinances, to be used in Regulatory Update (Task 4)
- Flow chart of existing and proposed changes to governance structure
- Five-year budget analysis and cost per tree management task
- Existing Conditions Assessment

Assumptions

- The City will provide the current tree inventory data.
- The City will provide contact information for department interviews.
- The City will provide all relevant codes, policies, ordinances, plans, and documents for review.
- The City will provide any information on existing legal arrangements for trees on private property.
- The City will provide work records for the past 5 fiscal years.

Task 2: Robust Outreach and Engagement Program

Dudek will develop a robust community outreach and engagement plan that gains valuable insights from community members and interested parties. Priority will be held for hearing insights from demographics that historically are not at the forefront of civic engagement, as informed by the CEJST, the City's adopted CAP, and CalEnviroScreen 4.0.

Task 2.1: Community Outreach and Engagement Strategy

Dudek understands that the match requirement for this project were waived with the condition that 100% of work and funding benefits CEJST identified DACs. All inventory-related work and tasks to increase project readiness will focus in these identified areas, but some elements of the community outreach and engagement strategy will gather insight from all community members of Escondido. To accomplish this, the Dudek team will work with the City to develop a community engagement strategy that outline effective strategies for social media, online surveys, and in-person engagement. Citywide engagement efforts will include the online community survey as well as any education material mentioned. Specific engagement efforts, such as in-person outreach events and the Urban Forest Community Education Open House described in **Task 2.5**, will be open to all community members of Escondido, but will be hosted in CEJST DAC communities.

It is recommended that all engagement efforts listed further in this proposal be communicated to the public through the City's existing communication channels and leverage the City's full-service structure by including outreach events in utility bills or similar methods of direct communication. This will help ensure that each resident is aware of upcoming engagement efforts and lowers the barrier to participation. All engagement events will be supported with Spanish-speaking staff and bilingual English and Spanish language materials to ensure that urban forestry concepts and principles can be understood by community members. The proposed engagement tasks will be tailored for specific audiences with the intent to facilitate a dialogue between the general public, community leaders, city staff, and relevant interested parties.

Task 2.2: Online Community Survey

Utilizing online surveys results in significantly higher public input than surveys conducted during in-person engagement and offers a broader range of input on specific questions of importance to the City. To gather the maximum amount of public feedback, Dudek will develop and host an online survey using the Esri Survey 123 platform in both English and Spanish. Questions will consist of topics related to urban forest values, perceived benefits of trees, understanding of the current City urban forestry ordinances and tree removal process, and ways the City can support community tree planting efforts. Demographic questions will be included to ensure that the survey is equitably distributed and representative of the City's community members. Results of the surveys will be compiled in an electronic file, summarized, and included in the UFMP. The online survey will be dispersed through City channels, with the intention to receive feedback from the entirety of the community.

Task 2.3: Focus Group Interviews (2)

Business owners and interested parties within the CEJST DAC areas will have the highest level of interaction with implementation efforts developed during the UFMP process. As such, Dudek will host two, one-hour, in-person focus group meetings and lead participants through facilitated discussions and activities to understand the priorities of the community members who will be most impacted by the UFMP and integrate those priorities into planning efforts. Dudek and the City will identify specific groups and individuals within these areas for participation in the focus group to promote support for implementing the UFMP.

Task 2.4: In-Person Outreach Events (3)

Typically, when meetings specific to urban forestry are hosted by a City, community members who are already invested in urban forestry efforts attend. Although these community members offer valuable support and insight for the City's future urban forest, these community advocates are typically not representative of all community perspectives. Dudek has found that linking outreach events with other community events, such as holiday celebrations, farmer's markets, or similar events helps reach a wider audience of community members who are not the typical tree advocate. In-person outreach events for this project will focus on the CEJST DAC areas and will be staffed by Spanish-speaking engagement team members. It is expected that the City will help identify existing City hosted events, community events, or other activities with high community participation for the project team to attend. Event locations will be focused on relevant audiences, partners, and hard-to-reach communities. In-person events will include engagement boards and education materials relevant to the concerns of the Escondido community and frame urban forestry as an important tool in decreasing heat, increasing shade, and managing stormwater for the City of Escondido. The Dudek project manager will provide in-person technical support for all three community engagement events.

Task 2.5: Urban Forest Open House (1)

Dudek will coordinate and host one urban forest community education open house event, with up to two Dudek team members in attendance. The Urban Forest Open House will serve as an informative and interactive event, designed as a two-way stream for education. Dudek will provide professional insights about the urban forest and the UFMP to the community while also learning from residents about how community concerns can best be addressed. Dudek will guide community members through a series of exercises to discuss key dynamics in City's urban forest, including but not limited to the following:

- Best practices for tree planting and management in high fire and very high fire areas
- Education regarding tree policy and permitting
- Obstacles and opportunities related to growing and maintaining trees on private property
- Focus areas for the UFMP
- Invasive and native species discussion
- Overall and monetary benefits for trees in neighborhoods and businesses

The Urban Forest Open House will take place on a day and time that City staff determine would yield maximum participation across all City sectors and demographics, including DACs. The event will run for approximately 2 to 3 hours. Dudek will provide educational posters and activities for the event, as well as take-home materials for attendees, including informational flyers and postcards with links to the online survey. All materials will be presented in both English and Spanish.

The product of the event will be a completed strengths, weaknesses, opportunities, and threats analysis of the City's urban forest, ensuring that the vision, guiding principles, goals, and objectives of the UFMP reflect the values and concerns expressed at the open house. Dudek anticipates that this event will significantly increase community buy in and increase the number of completed outreach surveys.

Task 2.6: Supporting Materials (3)

The Dudek marketing and graphic teams will prepare outreach materials. Topics covered through in social media may include key project takeaways, strategic educational materials, or information to promote community participation. Using input from key interested parties and the City, we will identify strategic social media outlets for these outreach materials, such as Instagram, Facebook, X, LinkedIn, or the City's website, to engage the public in the UFMP process.

Task 2.7: Tree Guide for Residents and Property Owners

Development of this tree guide will include simplifying ISA and ANSI standards, current research, and the experience of the consultant team into an easy-to-understand manual for residents and property owners on how to care for their urban trees. Dudek will provide clear, educational graphics to accompany the practices and standards, and will cover how to properly plant, water, and maintain trees. The manual will also include a section with relevant information from the City's Tree Ordinance and contact information for tree maintenance services.

Deliverables

- Community outreach and engagement strategy
- Online community survey in English and Spanish
- Two in-person focus group meetings staffed with Spanish speaking team members
- Three in-person outreach events staffed with Spanish speaking team members
- One urban forest community education open house with Spanish-speaking team members
- Three urban forestry infographics
- Tree guide for residents and property owners

Assumptions

- The City will help facilitate locations for in-person events.
- The City will coordinate with the team to promote outreach efforts on City platforms.

Task 3: Citywide Urban Forestry Management Plan

A UFMP is a communication tool to express the urban forestry story of the City, from past to future. It provides the narrative for the City and the community to understand the City's urban forest and provides specific reasons why actions are needed to foster it. The narrative will include key findings that will describe the most prominent issues that pose a barrier for the City to reach its urban forestry. The project team and the City will work together to delicately convey these core challenges and how the City of Escondido will address these challenges.

Task 3.1: UFMP Outline

A UFMP outline will be developed as a first step toward writing the narrative. The outline will be composed by Dudek and submitted to the City for feedback and approval. Once the outline is set, it will be a guide for Dudek urban forestry specialists to craft findings of the UFMP.

Task 3.2: Strategic Plan

Dudek will create an actionable strategic plan for the City's urban forest based on our comprehensive analyses, data synthesis, interviews, and community engagement activities from the UFMP development process. This includes considerations for maintaining healthy City-owned trees, expanding canopy cover on private and public land, fostering advocacy in the community, providing guidelines for private property owners, and other items as identified will be prioritized in the implementation phase. The strategic plan will include the following:

- **Vision.** A statement establishing a vision for the future of the urban forest, verifying that there is a common understanding of the UFMP outcome.
- **Guiding Principles.** Specific principles and strategies that will guide the City, informed by community and City priorities.
- **Goals.** Identified outcomes the City seeks to achieve for each guiding principle. Goals will be specific, measurable, attainable, realistic, and time sensitive.

Task 3.3: Implementation Plan

The implementation plan will be developed as the thread that connects findings from the UFMP into measurable actions. This will be collaboratively developed between Dudek and the City with an emphasis on developing ambitious yet approachable solutions for achieving the City's urban forest goals.

The implementation plan will utilize the data gathered through the Existing Conditions Assessment, the Escondido Climate Action Plan (E-CAP), and the ideas and feedback gained through public engagement. The implementation actions will focus solely on those tracts that qualify as a DAC through the CEJST. The implementation plan will be guided by the goals set forth in Measures C-9.1 and 9.2 of the E-CAP and include the necessary steps for achieving associated performance metrics, including, but not limited to, regulatory updates, tree planting targets, and canopy cover objectives.

The implementation plan will be divided into distinct projects to be executed by the City upon the adoption of the UFMP. The number of projects identified will depend on the findings from the Existing Conditions Assessment and the projected staff capacity, ranging from three to ten projects. These projects will be designed to achieve specific outcomes, such as the number of trees planted, outreach and education efforts to community members, and the identification of resources and partnerships that align with the City's goals. The City may incorporate these projects into future budget discussions to ensure that funding is available for implementation. Dudek and the City will discuss the inclusion of target completion dates and responsible parties for each project to foster greater initiative and ensure timely completion.

Task 3.3.1: Tree Planting Program and Priority Map

A Tree Planting Priority Program will be developed by analyzing the potential sites data discovered in **Task 1.2**. The Dudek team will determine areas of the City where an injection of urban forestry resources would provide the greatest community benefit to meet the goal of an equitable urban forest. The Tree Planting Priority program will be focused on historically disadvantaged areas as identified by the CEJST, E-CAP, and CalEnviroScreen 4.0 data. These data sets, and others as identified by the City, will be used to identify which Priority Investment Neighborhoods may be given precedence for funding.

This analysis will consider the specific anticipated challenges for the City's urban forest. This data is used to determine if specific areas are lacking tree canopy and whether these deficits are impacting certain parts of the community more than others. Results of this analysis will result in a high-resolution priority planting map that illustrates the level of need for trees throughout specific areas of the City.

Task 3.3.2: Tree Planting Schedule

A program planting schedule will be developed based on the findings in **Task 3.3.1**. Dudek will prioritize canopy growth and tree equity in the tree planting schedule while also ensuring a balanced age distribution and a staggered planting approach. The planting schedule will also aim to optimize maintenance trimming schedules. An early tree care schedule that includes preferred watering and trimming based on tree type will be included as a BMP resource, as described in **Task 3.3**.

Task 3.3.3: Establishment of Best Management Practices

Development of this section of the UFMP will include aligning the City's tree care practices to meet ISA BMPs, ANSI standards, and sustainable design practices that relate to trees within the City. These standards and BMPs will include, but are not limited to, tree planting, young tree care, irrigation, tree pruning techniques and frequency, nursery inspection, wildland-urban interface (WUI) standards, engineered soils and other technology to support urban trees, and tree protection during construction. Standards and details

will be provided in an illustrated format that maximize clarity and ease of understanding to various audiences. Dudek will ensure that these resources adhere to the principles set forth by ANSI A300, ISO BMPS, and California Department of Forestry and Fire Protection guidelines. Dudek may include additional practices as identified by the City as priority items to address.

Task 3.3.4: Addressing Wildfire Resilience

Dudek team members have provided fire protection plans for new residential developments in the City. This work brings past project knowledge of the wildfire risk areas and the conditions of the City, which will help inform a section of the UFMP to discuss wildfire resilience and urban forest management and the intricacies that involve private property communication and management. Materials previously developed for fire protection plans will be modified to be citywide and community facing and included as a discussion on the differences between tree management in urban areas and WUI areas.

Task 3.3.5: Potential Resources

The Dudek team is well versed in researching and identifying available funding sources for urban and community forestry programs across the country. The City is a target for equity-based competitive state and federal funding sources as it contains CEJST identified DAC neighborhoods. Dudek will utilize this and our analysis of the current program and current staff capacity to inform development of a list of appropriate funding sources for the City to pursue. Dudek will also develop a list of community-based resources from the community engagement results to identify private resources, such as volunteer time, appetite for donations, or in-lieu fee programs, and opportunities to plant trees on privately managed land. The result of this task will be a list of resource and funding options that can be utilized for implementation of the UFMP.

Task 3.3.6: Design Plans – Commercial and Industrial Parking Lots

Parking lots and urban commercial areas in Escondido present a variety of obstacles to expand shade and urban cooling. Commercial businesses often require visibility from the street so pedestrians and vehicle traffic can view display windows and business signage, which decreases opportunities for tree planting sites and canopy growth. Street parking and urban infrastructure often constrains tree installation and successful canopy establishment. A new urban paradigm is needed that reassesses historic urban design, supports smart streets, and addresses retrofit opportunities.



Using Solar panel parking covers over asphalt parking lots

- Replacing palm trees with shade trees
- Creating bulb planters at street intersections to support street tree canopy establishment and protection
- Permeable infiltration paving at street tree locations



Ground plain painted surfaces to reduce solar energy absorption

- Irrigation infrastructure and soil volume considerations
- Removing pavement in areas where asphalt or other impermeable surface is unnecessary

Task 3.4: Monitoring Plan

The UFMP is an adaptive document that should be reviewed periodically to verify that goals and objectives remain realistic and obtainable based on changes to the City's environmental and economic conditions. Dudek recommends using the Community Assessment and Goal-Setting tool created by Vibrant Cities Lab as a main component of the monitoring plan. Vibrant Cities Lab is a collaboration of the United States Forest Service, American Forests, and the National Association of Regional Councils, and serves as an online hub of urban forest and tree research, best practices, and planning tools (<http://vibrantcitieslab.com>). The

Community Assessment and Goal-Setting Tool is based on research of urban forest sustainability and establishes clearly defined criteria and indicators to measure successful implementation of UFMP goals and objectives. This tool enables the City to continuously monitor measurable outcomes to determine progress toward the completion of goals and objectives.

Task 3.5: Draft UFMPs, Public Comment Process, Final UFMP

Dudek will submit an administrative draft of the UFMP and request that the appropriate City personnel provide comments within a 30-day time frame. Dudek will incorporate these edits, add visual aids, and make the second draft available for public review and comment. Dudek and the City will post the second draft on the City website and other important media channels to open a 30-day public comment period. Dudek will facilitate receipt, organization, and response to each public comment received, provide a public comment log, incorporate appropriate public comment responses, and submit the final copy as a written document and will include all figures, appendices, and visual aids.

Task 3.6: Presentations (3)

Dudek will provide presentation materials and in-person attendance of up to three public meetings to present the UFMP to City leadership, planning commission, and city council. The goal of the final presentation is for the city council to adopt the UFMP.

Deliverables

- Working meetings with staff to develop the UFMP outline
- Tree planting program and priority map
- Strategic plan with vision, guiding principles, and goals
- Implementation plan with recommended actions for 3 to 10 potential projects
- A comprehensive list of potential financial and community resources to support UFMP implementation
- Design plans (10%, 20%, and 30%) to increase canopy cover in parking lots, as the budget allows
- Monitoring plan for the City to track progress towards their UFMP goals
- A total of three UFMP drafts: administrative draft, public draft, and final UFMP, all delivered as written documents
- Public comments monitored by Dudek and consolidated in a public comment log
- Presentation material and in-person attendance to committee, commission, and council meetings

Assumptions

- The City will review draft documents and provide comments within a 3-week time frame.
- The City will provide written comments of the final draft UFMP within 30 days of delivery.

Task 4: Regulatory Update to City Documents and Ordinances

Task 4.1: Tree Ordinance Update

Dudek will provide recommendations for updates to the municipal code as they relate to trees, including Chapter 18, Chapter 22, Chapter 32, and Chapter 33, along with any additional chapters deemed pertinent by the City utilizing analysis in the Existing Conditions Assessment combined with the City's urban forestry. Dudek will leverage our extensive expertise in tree codes and our deep understanding of industry standards to evaluate the City of Escondido's tree policies, and their effectiveness. Our evaluation will assess how the current code aligns with the objectives of the UFMP, state law, and the City's broader goals.

Our recommended updates will include parameters that help reach the City's goals for mature tree protection, canopy cover expansion, and replacing every tree removed. Dudek will provide strategic recommendations to enhance the clarity, implementation process, and effectiveness of the ordinances, ensuring that they support the City's vision for the urban forest.

Task 4.2: Landscape Master Plan Update

Dudek will review and provide recommendations for updates to the City's Center City Landscape Master Plan (Summary Booklet and Design Guidelines). Dudek will ensure that UFMP elements are consistent with arboricultural standards and ISA BMPs, as well as state law. Our seasoned experts will also lean on arboricultural expertise and previous project experience to offer any pertinent insights that may be considered to enhance tree care in the City through the Landscape Master Plan.

Task 4.3: Recommended Street Tree List Update

Dudek will create a comprehensive tree species list to serve as a reference for all future tree plantings. This list will consider the trees currently listed on the City's existing *Approved Species List* (2017), the current tree species distribution, water use research such as "MWELO" standards, among other factors including the following:

- Suitability for a specific site
- Suitability for future climate conditions
- Minimization of water use
- Pest and disease issues
- California native tree (yes/no)
- Minimum planting space required
- Achievement of urban forest sustainability goals
- Wildfire risks and considerations

The updated recommended street tree list will be presented in a spreadsheet format, including several key attributes for each tree species, and developed to be a field-ready resource designed to assist staff, community members, and other interested parties in selecting the right tree for any given site, adhering to the principles of "right tree, right place, right reason." The recommended tree species list will be designed to use in tandem with the implementation plan described in Task 3.3.

Deliverables

- Recommendations for updates to the Tree Ordinance
- Recommendations for updates to the Landscape Master Plan
- Recommended street tree list update

Task 5: Customer-Focused Project Management

Task 5.1: Kickoff and Check-in Meetings

Dudek and City staff will initiate the project with a kickoff meeting to identify specific project goals, discuss the nuances of current challenges, determine a timeline for priority tasks such as the ordinance review, confirm communication procedures, and request necessary data and key contacts for the project.

Dudek and City staff will use virtual monthly meetings throughout the duration of the project as the main form of communication. Monthly meetings will discuss results from analysis, action items, and project progress, ensuring on-time completion of the project. Additional project communication will occur as necessary via email or telephone. For each meeting, an agenda and minutes will be prepared by the project manager.

Task 5.2: Project Management and Quality Assurance

Dudek Project Manager Kanami Otani will track work progress, budgets, schedules, and deadlines throughout the duration of the project. She will lead the Dudek team on analysis parameters and City priorities to ensure high-quality deliverables. She brings extensive experience collaborating with various organizations and will provide effective, timely project management for the City, the Dudek team, and partnering entities.

Assumptions

- Dudek will lead each project meeting and provide agendas and minutes with action items.

Project Management Timeline

MILESTONES

Table 6 lists Dudek's proposed schedule, including grant reporting deadlines with key milestones and deliverables. Deliverables illustrate Dudek's experience in conducting community outreach, inventory of trees and existing conditions, developing recommended actions, and completing UFMPs.

Table 6. Milestones

Consultant Scope Item	Milestone or Deliverable	Report Due Date
Staff and Community Outreach, Community Outreach and Engagement Strategy, Engagement event, Online Community Survey, Tree Sites Inventory Collection	Existing Conditions Assessment, Robust Outreach and Engagement Program	April 5, 2025
Staff and Community Outreach (Focus Group Interviews), Arboriculture Best Management Practices, Addressing Wildfire Resilience, Tree Sites Inventory Collection	Existing Conditions Assessment, Robust Outreach and Engagement Program	July 5, 2025
Staff and Community Outreach, Urban Forestry Program Review, Tree Inventory Analysis, Canopy Cover Assessment, Existing Conditions Report	Citywide Urban Forestry Management Plan, Robust Outreach and Engagement Program	October 5, 2025
Urban Forest Community Education Open House, Tree Planting Priority Map and Schedule, UFMP Outline	Robust Outreach and Engagement Program, Citywide Urban Forestry Management Plan	January 5, 2026
Strategic Plan, Tree Ordinance Update, Landscape Master Plan Update, Street Tree List	Citywide Urban Forestry Management Plan, Robust Outreach and Engagement Program	April 5, 2026
Monitoring Plan, Draft UFMPs, Public Comment period	Regulatory Update	July 5, 2026
Final UFMP, Presentations to Council and Commissions	Citywide Urban Forestry Management Plan	October 5, 2026

Proposed Schedule

The following **Figure 2** is the proposed schedule for all tasks listed in the RFP that fit within the allocated budget. Should Optional Tasks, described below, be selected a schedule will be determined with the City at project initiation.

Figure 2. Proposed Project Schedule

Tasks	2025												2026									
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
Task 1: Existing Conditions Assessment																						
Departmental Interviews (4) and Ride Along (1)	Departmental Interviews																					
Potential Tree Sites Inventory	Potential Tree Sites Inventory																					
Tree Inventory Values and Sustainability Analysis						Tree Inventory Analysis																
Canopy Coverage Analysis				Canopy Cover Analysis																		
Urban Forestry Program Review			Structure, Budget, Staffing			Work Records																
Existing Conditions Report									Existing Conditions													
Task 2: Robust Outreach and Engagement Program																						
Community Outreach and Engagement Strategy	Engagement Strategy																					
Online Community Survey	Community Survey																					
Focus Group Interviews (2)					Focus Group Interviews																	
In-Person Outreach Events (3)			Event 1						Event 2										Event 3			
Urban Forest Open House (1)													Open House									
Supporting Materials (3)		1						2					3									
Tree Guide for Residents and Property Owners																	Tree Guide					
Task 3: Citywide UFMP																						
UFMP Outline											Outline											
Strategic Plan												Strategic Plan										
Implementation Plan																						
Tree Planting Program and Priority Map									Planting Program and Priority Map													
Tree Planting Schedule												Tree Planting Schedule										
Establishment of Best Management Practices			Best Management Practices																			
Addressing Wildfire Resilience					Addressing Wildfire Resilience																	
Potential Resources									Potential Resources													
Design Plans – Commercial and Industrial Parking Lots									Design Plans													
Monitoring Plan																Monitoring Plan						
Draft UFMPs, Public Comment Process, Final UFMP																Admin Draft and Public Draft			Final Draft			
Presentations (3)																				Presentations		
Task 4: Regulatory Update																						
Tree Ordinance Update			Review						Recommendations for Update													
Landscape Master Plan Update				Review								Recommendations for Update										
Recommended Street Tree List Update									Species List													
Task 5: Customer-Focused Project Management	Kickoff	Monthly Meetings, Project Management, Quality Assurance																				

Optional Tasks

Optional Task 1: Tree Inventory

Dudek understands that the City has estimated their inventory to consist of about 53,000 trees. In addition to Task 1.2, Potential Tree Sites Inventory, collecting temporal tree inventory data for existing trees will equip the City with up-to-date tree data that can be used for a more thorough analysis of the existing conditions. This information can also be used to inform future grant proposals.

To complete this task, Dudek will first review the City's existing tree inventory database, city properties, and ROWs to inform the inventory process. Dudek assumes that the City will provide inventory data, City properties, and ROW boundaries in an ESRI compatible format. If the provided data is not in an ESRI compatible format, additional work may be required to convert or adjust the data accordingly. In such cases, additional budget may be necessary. Dudek ISA-certified arborists and tree inventory specialists will perform a physical inventory of the trees in public ROWs, on public property, and on City-owned properties. This scope of work does not include school property. Tree attribute data will include common and botanical name, location coordinates, condition, diameter at standard height, crown width, and height. The tree inventory will also include information about an individual tree's potential status as a street tree, mature tree, or protected tree. Any other attributes desired for collection, such as those included in the California Department of Forestry and Fire Protection Minimum Data Collection Attributes for Urban Tree Inventories, will be discussed during the project kickoff meeting.

Dudek anticipates inventorying up to 53,000 locations, which includes tree sites and stumps. Tree location mapping will be completed using the ESRI Collector for ArcGIS software. Tree inventory specialists will utilize external Arrow or Trimble Bluetooth GPS receivers to achieve sub-meter tree location accuracy in real time. As tree canopies, buildings, and cloud cover can cause loss of satellite lock if they block the line-of-sight to satellites, the Arrow or Trimble Bluetooth GPS receivers may not always have sub-meter accuracy. Digital tree location, tree attribute, and feature position information will be stored and managed in the field and updated to the cloud in real time. To ensure that the tree inventory task remains on schedule, the Dudek team will discuss the tree inventory during the kickoff meeting to identify each team member's responsibilities, goals, tasks, and timelines. The tree inventory project manager, Katrina Burritt, will set up bi-weekly meetings with the appropriate City staff to ensure project success. Katrina will monitor the data collector's progress to ensure that the completion deadline is achieved and that the project stays on schedule.

Optional Task 2: Preparation of California Environmental Quality Act Documentation

This scope of work assumes that environmental review would be conducted at a program/planning level and that no standalone technical studies would be required. Dudek will first evaluate whether the draft ordinance and regulatory updates qualify for a Categorical Exemption under California Environmental Quality Act (CEQA). This proposal assumes that an environmental impact report will not be necessary for the Protected Tree Ordinance.

Categorical Exemption

If the updated Ordinance does not relax standards in a way that could lead to environmental degradation and the preliminary project analysis identifies no unique or unusual circumstance that would result in a significant impact, the proposed project may qualify for a Class 8 Categorical Exemption (CE) from CEQA

review, and Dudek will complete a Notice of Exemption (NOE) that references the analysis completed in making the exemption finding and may include a brief memo to document the conclusion regarding applicability of the exemption. All technical documents would be attached to the NOE as supporting documentation, and Dudek or the City would file the notice with the City Clerk and State Clearinghouse. While filing the NOE is not required under CEQA, filing reduces the statute of limitations for a challenge to 35 days (versus 180 days if it is not filed). Payment of filing fees would be due at time of filing and are not included in the Dudek project costs.

Optional Task 3: Wildfire Hazard Assessment Report

The City of Escondido may benefit from developing a Wildfire Hazard Assessment Report for wildfire urban interface/intermix (WUI) areas. As part of Task 2.7 and Task 3.3.4, wildfire and tree care will be discussed as part of the Citywide Comprehensive UFMP. Within those tasks, how tree care differs for urban areas and WUI areas will be illustrated to help manage urban trees in WUI areas. However, the Optional Task 3, described below, is a more thorough analysis which identifies the level of risk, creates mapping tools to help management, and provides recommendations for reducing wildfire risk, specific to the City's WUI areas.

Optional Task 3.1: Review Existing City Information

This task will include collecting, processing, and managing all relevant datasets for the hazard analysis process. We expect to review and/or process the following background information:

- | | |
|---|--|
| ▪ Any relevant fire history datasets | ▪ Fuel treatment datasets |
| ▪ Local fire planning documents | ▪ Local weather data |
| ▪ Escondido and San Diego County digital map database | ▪ Current literature regarding fuel reduction treatments and community protection |
| ▪ Available fire hazard mapping data and other pertinent GIS files (e.g., vegetation/land cover, terrain, roads, assets, communities) | ▪ Any additional relevant documents identified by the City of Escondido Fire Department (EFD) during a kickoff meeting |

Data review will also include identification of data gaps, which will be discussed with EFD. Dudek assumes that all relevant GIS files for hazard analysis (e.g., communities, roads, assets, infrastructure locations) will be provided by EFD, or otherwise be publicly available.

Optional Task 3.2: Hazard and Risk Assessment

Dudek will begin the Hazard and Risk Assessment with a reconnaissance-level field assessment to better understand the fire environment present throughout the High/Very High Fire Hazard Severity Zone (VHFHSZ) areas within the EFD analysis area. The field assessment will include an evaluation of terrain, vegetation/fuel types, treatment areas, road/access conditions, landscape characteristics, structure conditions, and other environmental variables that increase wildfire risk or prohibit fuels treatment activities. The field assessment will also include an evaluation of the City's Urban Forest/Fire Prone Tree Species that will be incorporated into urban forest management recommendations to reduce wildfire hazards throughout the City.

Dudek proposes to coordinate with City Planners and EFD prior to conducting the field assessment to better understand local fire risk factors and known vulnerable areas. Dudek will conduct some or all of its fire-focused field assessment with representatives from EFD as that representative can provide the focal points throughout the City where there are tree concerns within the City's VHFHSZ areas. Presence of local fire

experts during our field evaluations will result in greater efficiency as well as important information exchange. Field evaluations are intended to be general, without detailed property and site mapping. The field assessment will also be useful in field verification of base data sets to be used for fire behavior modeling. We understand that remotely sensed data products, such as LANDFIRE, may not accurately represent field conditions; therefore, we would conduct a cursory field assessment of the study area and modify or use different, more accurate data sets if determined necessary.

The next step in the Hazard and Risk Assessment will be to model potential fire behavior for the VHFHSZ areas throughout the City. We will work with the City Planners and EFD to determine the study area extents. We anticipate using FlamMap software to model fire behavior as this tool functions in a GIS/spatial environment, which allows for an evaluation of potential fire behavior across the analysis area. Fire behavior modeling can aid the planning process by visually illustrating areas where predicted high-intensity fire coincides with urban development. These areas can then be prioritized appropriately for potential hazard analysis and mitigations. FlamMap uses raster-based GIS data inputs and analyzes several fire behavior variables, including flame length, rate of spread, maximum ember spotting distance, and burn probability. This geographical presentation of potential fire behavior will allow for further analysis in GIS. We also anticipate modeling worst-case fire behavior under extreme Santa Ana wind conditions and/or consistent with large fire events in the City area.

We anticipate using publicly available regional data sets (e.g., LANDFIRE) as the base data for modeling potential fire behavior. We also anticipate using historic weather data from the Weather Information Management System and/or Remote Automated Weather Stations to determine appropriate weather inputs (e.g., fuel moisture, wind speeds) for fire behavior modeling runs. We anticipate using 97th percentile weather outputs from the FireFamily Plus software package in fire behavior modeling efforts but will confirm inputs with EFD prior to modeling efforts.

The Dudek team will then evaluate the fire behavior modeling output data sets in GIS to identify where areas of modeled extreme fire behavior are proximate to communities, critical access/egress routes, existing/planned fuel break areas, and other critical community infrastructure (e.g., communications towers). It is anticipated that these results will support management recommendations included in the Wildfire Hazard Assessment Report.

Community Risk will be evaluated using community base data sets in relation to wildfire hazard data (e.g., fire history, modeled fire behavior). Community base data sets are anticipated to include population, parcels, natural resources, critical infrastructure, structures, existing vegetation management areas, water supply, and roads. We anticipate that the analysis of wildfire risk will rely heavily on an assessment of spatial data in a GIS environment, coupled with observations made during our field assessment. We anticipate that the risk assessment will identify potential wildfire ignition areas, risks to people/structures, risks to infrastructure, risks to natural resources, and risks to economic resources.

The results of the risk analysis will be used to identify potential risk mitigation projects that will be included in the Wildfire Hazard Assessment document. Potential projects include vegetation management and mitigation recommendations, safety zone designation, community education, and refuge areas, among others.

Optional Task 3.3: Base Map Development

Dudek will prepare a series of base maps to be included in the final Wildfire Hazard Assessment Report. Several of these maps will assist with field reconnaissance efforts. The following data sets will be used in base map preparation:

- WUI boundary and adjacent jurisdiction's WUI area
- Fire hazard severity areas
- Vegetation/fuel types
- Terrain (slope)
- Fire history
- Assets (e.g., community areas, infrastructure, existing fuel treatment areas)
- Sensitive resource areas
- Fire behavior modeling results
- Ember spotting distance
- Potential fuel treatment areas
- Potential evacuation routes
- Community-specific recommendations

All maps will be developed using ArcGIS software, and all digital map files will be provided within the Wildfire Hazard Assessment Report.

Optional Task 3.4 – Wildfire Hazard Assessment Report

Following data acquisition, map development, community risk assessment, and prioritization, Dudek will prepare a Wildfire Hazard Assessment Report. The Wildfire Hazard Assessment Report will reflect current conditions and priorities and will use the results of the hazard and risk analysis as a basis for project prioritization. The Wildfire Hazard Assessment Report will also include concepts as they relate to tree care and wildfire risk that will be integrated into the UFMP to clearly discuss the variation in management recommendations for the urban forest throughout the City of Escondido and the areas that are adjacent to the WUI.

The following components will be included in the Wildfire Hazard Assessment Report:

- EFD overview (values at risk, land use, fire protection capabilities, codes and standards)
- Wildfire environment (vegetation/fuels, weather/climate, fire history, topography, potential fire behavior)
- Communities and resources at risk (WUI, assets, infrastructure, and others, as necessary)
- Wildfire hazard assessment (summary of analyses, identification of hazard areas)
- Action plan (hazard reduction approach)
- Recommendations (to reduce wildfire risk, including concepts as they relate to tree care and wildfire risk which will be integrated into the UFMP)
- Hazard and risk GIS graphics/maps

The Wildfire Hazard Assessment Report will be prepared in coordination with the UFMP goals and recommendations, City Planners, and EFD for review and comment. This task includes delivery of a digital draft report (e.g., Microsoft Word file) to facilitate review and comment. Dudek assumes that EFD will provide one set of consolidated comments following review of the draft document.



Optional Task 4: Updated Urban Surface Heat Viewer Map

Dudek will leverage canopy coverage data to update the City's Urban Surface Heat Viewer map, enhancing its functionality and integrating additional data to address the City's priorities and needs. This update will build upon the existing features, ensuring that they are current and relevant. Current features include City limits, transit stops, and census tract-level summer day temperature differences. Potential enhancements may include integrating the latest datasets, such as the 2023 Urban Heat Island Severity data derived from Landsat 8 imagery and the most recent canopy cover data, to provide detailed insights into surface heat patterns.

These updates will align with the E-CAP Measure C-9.2 by identifying low-canopy neighborhoods and areas at higher risk of adverse urban heat island effects. The updated Urban Surface Heat Viewer map will also serve

as a foundation for long-term maintenance recommendations informed by the Existing Conditions Assessment of trees in the project area. These recommendations will ensure the creation of a robust and mature urban forest with large canopies, enhancing resilience to extreme heat while addressing environmental inequities.

Optional Task 5: Landscape Designs – Increasing Spaces for Trees

Implementation of the UFMP will require active pursuit of grant funds from state and federal governments to address climate change. Dudek will develop typical design solutions and street tree applications that can be unitized and presented clearly in grant applications. A typical street tree landscape unit may include a self-supporting system of design elements that are applied to a variety of street conditions. These design elements would combine to support successful street tree establishment, maximize canopy area, and support long term health and tree vigor in harsh urban conditions. Such design elements may include combinations of the following:

- Replacement of street asphalt paving to enhance storm water management and provide water to trees
- Sidewalk paving replacement with permeable concrete or other materials
- Raised planters to increase soil volume for constrained tree locations
- Adjacent building roof rain collection and pipe distribution to tree root zone
-  Opportunities to combine street tree infrastructure with other Extreme Heat Resilience Action Plan features, such as heat-relief pocket parks

The designation of specific city and neighborhood blocks for retrofit with street tree infrastructure will allow the City to identify discrete street tree projects and clearly project the value of the project in grant applications. New development street tree requirements may be presented as matching funds to the DAC improvements through development fees paid into a citywide street tree improvement fund.

Optional Task 6: Prioritizing Habitat Connectivity

The City is uniquely surrounded by natural conservation areas, including the Elfin Forest Recreational Reserve, Kit Carson Park, Daley Ranch Park, and the Mountain Meadow County Park. Dudek GIS specialists will identify corridors where the planting of native trees should be prioritized to enhance habitat connectivity and reduce the effects of arboreal habitat fragmentation due to urban development. This optional task would be conducted alongside the analyses in **Task 3.3.1: Tree Planting Program and Priority Map**.

Exhibit 3

Non-Collusion Declaration

City of Escondido
RFP No. 25-05 – Urban Forestry Management Plan and Program
Page 12

EXHIBIT 3**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. 25-05 – City of Escondido Urban Forestry Management Program is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/6/2024.
Date


Signature

Title President and CEO

Of Dudek

Signature

Title

Of

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

DUDEK

800.450.1818 | HELLO@DUDEK.COM

DUDEK.COM



Secretary's Certificate

The undersigned, Amy M. Paul, hereby certifies that she is the duly elected and acting Secretary of Dudek, a California corporation (the "Company"), and that, as such, she is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Company. She hereby further certifies on behalf of the Company that:

Each of the persons named below is a duly elected, qualified and acting officer of the Company holding the office or offices set forth opposite his or her name, and each of the persons named below is authorized to execute and deliver on behalf of the Company, each document to which it is a party and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

<u>Name</u>	<u>Office</u>
Joseph Monaco	President and Chief Executive Officer
Eric Wilson	Executive Vice President
Pete Campbell	Vice President, Federal Services
Helder Guimarães	Chief Financial Officer/Treasurer
Michael McGrattan	Chief Information Officer
Bob Ohlund	Vice President
Amy M. Paul	General Counsel; Secretary
Danielle Voss	Vice President, Human Resources; Assistant Secretary

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of this 20th day of February 2024.

DUDEK



By: _____
Amy M. Paul
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED DUDEK 1522748 605 THIRD STREET ENCINITAS CA 92024		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 20443	

COVERAGES

CERTIFICATE NUMBER: 21241126

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO0146311	8/28/2024	8/28/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP0146329	8/28/2024	8/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0146330	8/28/2024	8/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	Y	EEH591932835 INCL POLL	8/28/2024	8/28/2025	PER CLAIM \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: THE CITY OF ESCONDIDO, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES ON GENERAL, AUTO, PROFESSIONAL AND WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. 30 DAY WRITTEN NOTICE OF CANCELLATION APPLIES, 10 DAYS FOR NON-PAYMENT OF PREMIUM, AS REQUIRED BY WRITTEN CONTRACT. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

21241126
 CITY OF ESCONDIDO
 1163 N. CENTRE CITY PARKWAY
 ESCONDIDO, CA 92026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D574649 Certificate ID: 21241126

**Additional Insured – Owners, Lessees Or
Contractors – Scheduled Person Or Organization****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0146311

Effective Date: 8/28/2024

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

U-GL-2169-A CW (02/19)
Page 1 of 2

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Attachment Code: D574649 Certificate ID: 21241126

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions

apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

U-GL-2169-A CW
(02/19)

Page 2 of 2

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Attachment Code: D580830 Certificate ID: 21241126

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0146311

Effective Date: 8/28/2024

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

U-GL-2168-A CW (02/19)

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Attachment Code: D580830 Certificate ID: 21241126

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Attachment Code: D574648 Certificate ID: 21241126

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO0146311	8/28/2024	8/28/2025		37385000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0146311	8/28/2024	8/28/2025		37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same occurrence , offense, claim or suit . This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)
Page 1 of 1

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Attachment Code: D574651 Certificate ID: 21241126

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0146329	8/28/2024	8/28/2025	8/28/2024	37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Attachment Code: D574651 Certificate ID: 21241126

POLICY NUMBER: BAP0146329

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DUDEK**Endorsement Effective Date: 8/28/2024****SCHEDULE****Name Of Person(s) Or Organization(s):**ANY PERSON OR ORGANIZATION TO WHO OR WHICH YOU ARE REQUIRED TO
PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT,
AGREEMENT OR PERMIT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the schedule is an

Attachment Code: D574651 Certificate ID: 21241126

"insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II- Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I- Covered Autos Coverages of the Auto Dealers Coverage Form.

Attachment Code: D574650 Certificate ID: 21241126

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

WC0146330

Dudek

8/28/20248/28/2025

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

WC 00 03 13

(Ed. 4-84)

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Coverage Extension Endorsment

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0146329	8/28/2024	8/28/2025		37385000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the:

Business Auto Coverage Form

Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability**

Coverage: The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.



City of Escondido
Business License Division
201 N Broadway
Escondido, CA 92025

Attachment #1

CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

Item5.

Dudek
605 THIRD ST
Encinitas, CA 92024

Business License No: 162107
Expiration Date: 04/30/2025
Business Type: SERVICE
Ownership: CORPORATION

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.
- Pursuant to California state law AB 1607 and Civil Code Section 51.6(g), the City is concurrently providing you with a notice regarding prohibitions on gender-based discrimination and related posting requirements for your business on the following pages.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

Business License Number: 162107

Business Name: Dudek
Business Location: 605 THIRD ST
Encinitas, CA 92024
Business Phone: 7609425147
Owner/Officer: Joseph Monaco
Christine Moore
NPDES:



CITY OF ESCONDIDO

201 N Broadway
Escondido, CA 92025
(760) 839-4659

Expiration Date: 04/30/2025
NAICS#: 541330 - Engineering Services

SIC#: 8748 - Business Consulting, Not
Elsewhere Classified

Conditions/Remarks:

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

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PREVENTION OF GENDER-BASED DISCRIMINATION: BUSINESS ESTABLISHMENTS' LEGAL OBLIGATIONS

The **Gender Tax Repeal Act of 1995** (Act) prohibits a business from discriminating based on a person's gender for prices of similar or like-kind goods and services. However, the Act does not prohibit price differences based on the amount of time, difficulty, or cost of providing the services.

In addition to prohibiting discrimination based on a person's gender, the Act **requires certain businesses** to clearly and conspicuously disclose to customers in writing the pricing for each standard service provided. The posting requirement applies to:

- Barbers and hair salons
- Tailors or businesses providing aftermarket clothing alterations
- Dry cleaners and laundries providing services to individuals

These businesses must follow **specific posting requirements**. The price list must:

- Clearly and completely display pricing for every standard service, which means the 15 most-frequently requested services.
- Use a font 14-point boldface or larger.
- Be posted in an area conspicuous to customers.

The business establishment must also provide a customer with a **complete written price list** upon request.

In addition, the business establishment **must display in a conspicuous place at least one sign**—printed in no less than 24-point boldface type—that states:

CALIFORNIA LAW PROHIBITS ANY BUSINESS ESTABLISHMENT FROM DISCRIMINATING, WITH RESPECT TO THE PRICE CHARGED FOR SERVICES OF SIMILAR OR LIKE KIND, AGAINST A PERSON BECAUSE OF THE PERSON'S GENDER. A COMPLETE PRICE LIST IS AVAILABLE UPON REQUEST.

Business establishments **may be fined \$1,000** for failing to correct within 30 days a violation of any of the requirements after receiving a written notice. The 30-day correction period only applies to posting violations and not to discriminatory pricing violations.

In addition, according to Civil Code section 52(a), a business may be liable for any amount determined by a jury, or a court sitting without a jury, up to three times the amount of actual damage but no less than \$4,000, plus any attorney's fees. However, an action under this section does not prohibit an aggrieved party from seeking any other available remedy or procedure.

OTHER PROVISIONS

This Act does not change or affect provisions of the Health and Safety Code, the Insurance Code, or other laws that govern a health care service plan, or insurer underwriting or rating practices.

To read the full text of the **Gender Tax Repeal Act of 1995** (Civil Code section 51.6), visit the California Legislative Information website at <https://leginfo.legislature.ca.gov>.

PREVENCIÓN DE LA DISCRIMINACIÓN POR GÉNERO: OBLIGACIONES LEGALES DE ESTABLECIMIENTOS COMERCIALES

La Ley de derogación de impuestos de género de 1995 (Ley) prohíbe a una empresa imponer precios de bienes o servicios similares o del mismo tipo como discriminación en función al género de una persona. Sin embargo, la Ley no prohíbe las diferencias de precios en función de la cantidad de tiempo, la dificultad o el costo de la prestación de servicios.

Además de prohibir la discriminación en función del género de una persona, la Ley **exige a ciertas empresas** que revelen de manera clara y visible a los clientes por escrito los precios de cada servicio estándar que proporcionan. El requisito de publicación de precios rige para:

- Barberos y salones de peluquería.
- Sastres o empresas que ofrezcan modificaciones de indumentaria.
- Tintorerías y lavanderías que prestan servicios a particulares.

Estas empresas deben seguir **requisitos específicos de publicación** de precios. La lista de precios debe:

- Mostrar de forma clara y completa los precios de cada servicio estándar, es decir, los 15 servicios solicitados con mayor frecuencia.
- Usar un tipo de letra en negrita de 14 puntos o más grande.
- Estar publicada en un área visible para los clientes.

El establecimiento comercial también debe proporcionar a un cliente que lo requiera una **lista de precios completa por escrito**.

Además, el establecimiento comercial **debe mostrar en un lugar visible al menos un cartel**, impreso en un tipo de letra negrita de al menos 24 puntos, con la leyenda:

LA LEY DE CALIFORNIA PROHIBE A CUALQUIER ESTABLECIMIENTO COMERCIAL LA DISCRIMINACIÓN, CON RESPECTO AL PRECIO COBRADO POR SERVICIOS SIMILARES O DEL MISMO TIPO, CONTRA UNA PERSONA EN BASE A SU GÉNERO. UNA LISTA DE PRECIOS COMPLETA ESTÁ DISPONIBLE PREVIA SOLICITUD.

Los establecimientos comerciales **pueden recibir una multa de \$1,000** por no corregir en un plazo de 30 días una violación de cualquiera de los requisitos después de recibir una notificación por escrito. El período de corrección de 30 días solo se aplica a las infracciones a la publicación y no a las infracciones por precios discriminatorios.

Además, de conformidad con la sección 52(a) del Código Civil, una empresa puede ser responsable por cualquier monto determinado por un jurado o un tribunal sin jurado, de hasta tres veces el monto del daño real pero no menor a \$ 4,000, más honorarios de abogados. Sin embargo, una acción bajo esta sección no le prohíbe a una parte agraviada buscar cualquier otro remedio o procedimiento disponible.

OTRAS DISPOSICIONES

Esta Ley no modifica ni afecta las disposiciones del Código de Salud y Seguridad, el Código de Seguros u otras leyes que rigen un plan de servicios de atención médica o las prácticas de suscripción o cotización de aseguradoras.

Para leer el texto completo en inglés de la Ley de derogación de impuestos de género de 1995 (Sección 51.6 del Código Civil), visite el sitio web de información legislativa de California en <https://leginfo.legislature.ca.gov>.

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PHÒNG CHỐNG PHÂN BIỆT ĐỐI XỬ THEO GIỚI TÍNH: NGHĨA VỤ PHÁP LÝ CỦA CƠ SỞ KINH DOANH

Đạo Luật Bãi Bỏ Thuế Mang Tính Phân Biệt Giới Tính 1995 (Đạo Luật) nghiêm cấm cơ sở kinh doanh phân biệt đối xử theo giới tính của một người đối với giá của hàng hóa và dịch vụ tương tự hoặc tương đương. Tuy nhiên, Đạo Luật không nghiêm cấm mức chênh lệch giá căn cứ vào lượng thời gian, độ khó, hoặc chi phí để cung cấp dịch vụ.

Ngoài việc nghiêm cấm phân biệt đối xử theo giới tính của một người, Đạo Luật **yêu cầu các cơ sở kinh doanh nhất định** công bố rõ ràng và dễ thấy cho khách hàng bằng văn bản mức giá đối với mỗi dịch vụ tiêu chuẩn được cung cấp. Yêu cầu niêm yết áp dụng đối với:

- Tiệm cắt tóc và tiệm làm tóc
- Thợ may hoặc cơ sở kinh doanh cung cấp dịch vụ sửa chữa quần áo phụ kiện
- Dịch vụ giặt khô và giặt là cung cấp dịch vụ cho cá nhân

Các cơ sở kinh doanh này phải tuân theo **các yêu cầu niêm yết cụ thể**. Bảng giá phải:

- Hiển thị rõ ràng và đầy đủ mức giá cho mọi dịch vụ tiêu chuẩn, có nghĩa là 15 dịch vụ được yêu cầu thường xuyên nhất.
- Sử dụng font chữ đậm cỡ chữ 14 hoặc to hơn.
- Được niêm yết ở khu vực mà khách hàng dễ thấy.

Cơ sở kinh doanh cũng phải cung cấp cho khách hàng **bảng giá hoàn chỉnh** theo yêu cầu.

Ngoài ra, cơ sở kinh doanh **phải trưng bày ở một nơi dễ thấy ít nhất một biển hiệu**—được in đậm với font chữ tối thiểu là 24—ghi rằng:

ĐẠO LUẬT CALIFORNIA NGHIÊM CẤM BẤT KỲ CƠ SỞ KINH DOANH NÀO PHÂN BIỆT ĐỐI XỬ VỀ GIÁ TÍNH CHO DỊCH VỤ TƯƠNG TỰ HOẶC TƯƠNG ĐƯƠNG ĐỐI VỚI MỘT NGƯỜI DỰA THEO GIỚI TÍNH CỦA NGƯỜI ĐÓ. BẢNG GIÁ HOÀN CHỈNH CÓ SẴN THEO YÊU CẦU.

Cơ sở kinh doanh **có thể bị phạt \$1.000** nếu không khắc phục vi phạm đối với bất kỳ yêu cầu nào trong vòng 30 ngày sau khi nhận văn bản thông báo. Thời hạn khắc phục 30 ngày chỉ áp dụng đối với vi phạm về niêm yết và không áp dụng đối với vi phạm phân biệt đối xử về giá.

Ngoài ra, theo điều 52(a), Bộ Luật Dân Sự, một cơ sở kinh doanh có thể phải chịu trách nhiệm về bất kỳ số tiền nào được xác định bởi bồi thẩm đoàn, hoặc tòa án không có bồi thẩm đoàn, lên đến gấp ba lần số tiền thiệt hại thực tế nhưng không thấp hơn \$4.000, cộng với tiền phí luật sư. Tuy nhiên, một hành động theo quy định tại mục này không nghiêm cấm một bên bị hại tìm kiếm bất kỳ biện pháp khắc phục hoặc quy trình khắc phục nào khác có sẵn.

CÁC QUY ĐỊNH ĐỊNH KHÁC

Đạo Luật này không thay đổi hoặc ảnh hưởng đến các quy định của Đạo Luật Sức Khỏe và An Toàn, Đạo Luật Bảo Hiểm, hoặc các luật khác điều chỉnh chương trình dịch vụ chăm sóc sức khỏe, hoặc hoạt động bảo lãnh hoặc xếp hạng bảo hiểm.

Để đọc toàn văn của **Đạo Luật Bãi Bỏ Thuế Mang Tính Phân Biệt Giới Tính 1995 (điều 51.6 của Bộ Luật Dân Sự)**, vui lòng truy cập trang web Thông Tin Pháp Lý California tại <https://leginfo.legislature.ca.gov>.

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PAG-IWAS SA DISKRIMINASYON BATAY SA KASARIAN: MGA LIGAL NA OBLIGASYON SA MGA GUSALI NG NEGOSYO

Pinagbabawalan ng **Gender Tax Repeal Act ng 1995** (Batas) ang isang negosyo mula sa pagtatangi batay sa kasarian ng isang tao para sa mga presyo ng katulad o katulad-sa-klase na mga kalakal at serbisyo. Gayunpaman, hindi pinagbabawalan ng Batas ang mga pagkakaiba batay sa dami ng oras, kahirapan, o gastos sa pagbibigay ng mga serbisyo.

Bilang karagdagan sa pagbabawal ng diskriminasyon batay sa kasarian ng isang tao, ang Batas ay **kinakailangan ang ilang mga negosyo** na malinaw at maliwanag na ibunyag sa mga kostumer ang pagpepresyo para sa bawat karaniwang serbisyo na ibinigay nang nakasulat. Nalalapat ang kinakailangan sa pagpaskil sa:

- Mga barbero at hair salon
- Mga mananahi o negosyong nagbibigay ng mga pagbabago sa damit pagkatapos ng pagbili
- Mga dry cleaner at labanderya na nagbibigay ng mga serbisyo sa mga indibidwal

Dapat sundin ng mga negosyo ang **espesipikong kinakailangan ng pagpaskil**. Ang listahan ng presyo ay dapat:

- Malinaw at ganap na ipinapakita ang presyo para sa bawat karaniwang serbisyo, na nangangahulugang ang 15 pinaka-madalas hilingin na mga serbisyo.
- Paggamit ng laki ng letra na 14-point boldface o mas malaki.
- Ipapaskil sa lugar na kitang-kita ng mga kostumer.

Dapat ding magbigay ang gusali ng negosyo sa kostumer ng **kumpletong nakasulat na listahan** ng presyo kapag hiniling.

Bilang karagdagan, ang gusali ng negosyo ay **dapat i-display sa kitang-kita na lugar ang hindi bababa sa isang karatula**—na nakaprinta sa hindi mas maliit sa 24-point boldface na uri—na nagsasabing:

CALIFORNIA ANG ANUMANG GUSALI NG NEGOSYO MULA SA PAGTATANGI, SA PRESYO NA SISINGILIN PARA SA MGA SERBISYO NA MAGKATULAD O MAGKAPAREHO ANG URI, LABAN SA ISANG TAO DAHIL SA KASARIAN NITO. MAGAGAMIT ANG KUMPLETONG LISTAHAN NG PRESYO KAPAG HINILING.

Ang mga gusali ng negosyo ay **maaring mamulta ng \$1,000** para sa hindi pagtama ng isang paglabag sa loob ng 30 araw ng alinman sa mga kinakailangan pagkatapos matanggap ang nakasulat na paunawa. Ang panahon ng 30 araw na pagwawasto ay nalalapat lamang sa pagpaskil ng mga paglabag at hindi sa mga paglabag na pagtatangi sa pagpepresyo.

Bilang karagdagan, ayon sa seksyon 52(a) ng Civil Code, maaaring managot ang isang negosyo para sa anumang halagang tinukoy ng isang hurado, o isang korte na walang hurado, hanggang sa tatlong beses ng halaga ng aktwal na pinsala ngunit hindi bababa sa \$4,000, dagdag ang anumang bayad sa abugado. Gayunpaman, ang isang aksyon sa ilalim ng seksyong ito ay hindi nagbabawal sa agrabyadong partido mula sa paghahanap ng anumang iba pang magagamit na remedyo o pamamaraan.

IBANG MGA PROBISYON

Hindi binabago o nakakaapekto ang Batas na ito sa mga probisyon ng Health and Safety Code, Insurance Code, o iba pang mga batas na namamahala sa plano ng serbisyo ng pangangalaga sa kalusugan, o paniniguro ng ari-arian o mga kasanayan sa pag-uuri.

Upang basahin ang buong teksto ng **Gender Tax Repeal Act of 1995 (Civil Code section 51.6)**, bisitahin ang website ng California Legislative Information sa <https://leginfo.legislature.ca.gov>

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성 차별 방지: 사업체의 법적 의무

1995년 성차별 세금 폐지 법은 유사하거나 같은 종류의 재화와 서비스에 대한 요금을 성별에 따라 다르게 부과하는 것을 금지합니다. 그러나 해당 법은 서비스 제공에 소요되는 시간, 난이도 또는 비용에 따른 가격 차이를 금지하는 것은 아닙니다.

성별에 따른 차별을 금지하는 것 외에도 이 법은 특정 사업체가 제공하는 표준 서비스의 가격을 서면으로 고객에게 명확하게 공개하도록 규정하고 있습니다. 해당 공개 게시 사항은 다음과 같은 경우에 적용됩니다.

- 이발소 및 미용실
- 의류 수선을 하는 재단사 또는 해당 업종
- 소비자에게 서비스를 제공하는 세탁소

이와 같은 비즈니스는 **특정 게시 요구 사항을 따라야 합니다**. 가격표는 다음을 포함해야 합니다.

- 고객이 자주 요청하는 15가지 기본 서비스의 가격을 명확하고 확실하게 표시합니다.
- 굵은 글꼴과 14 포인트 이상으로 표기하십시오.
- 고객이 쉽게 확인할 수 있는 장소에 게시하십시오.

고객이 요청하면 사업장은 **서비스 전체 가격의 기재된 목록**을 고객에게 제공해야 합니다.

또한 사업장은 **24포인트 이상의 굵은 글씨로 만든 최소 하나의 표시를 눈에 잘 띄는 위치에 게시해야 합니다**.

캘리포니아 법은 사업장에서 차별을 금지하고 있습니다. 이는 유사하거나 같은 종류의 서비스에 대한 요금을 성별에 의해 다르게 부과하는 것을 포함합니다. 요청 시에는 전체 서비스의 가격 목록을 확인할 수 있습니다.

서면 통보를 받은 후 30일 이내에 요구 사항을 위반한 경우 **1,000 달러의 벌금이 부과될 수 있습니다**. 30일의 정정 기간은 가격 성차별이 아닌 게시 위반에만 적용됩니다.

또한 민법 52 (a)조에 따라 배심원이 있거나 배심원이 없는 법정에서 실제 손해액의 최대 3배이지만 변호사 비용 포함 최대 4,000달러 이하의 금액이 부과될 수 있습니다. 그러나 이 조항에 의거한 조치는 피해 당사자가 다른 구제 수단이나 절차를 찾는 것을 금지하지 않습니다.

기타 조항

해당 법안은 보건 안전법, 보험법, 또는 의료 서비스 계획, 보험사 인수 또는 평가 관행을 관장하는 다른 법률의 조항을 변경하거나 영향을 미치지 않습니다.

1995년 성차별 방지법 (민법 51.6조항)의 전체 내용을 읽으려면 California Legislative Information 웹 사이트 (<https://leginfo.legislature.ca.gov>)를 방문하십시오.

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防止基於性別的歧視： 企業機構的法律義務

1995年《性別稅廢止法案》（法案）禁止企業基於個人性別對類似或同類商品和服務的價格實施歧視。但是，該法案並不禁止基於提供服務的時間、難度、或成本的價格差異。

除了禁止基於個人性別的歧視外，該法案還規定**某些企業機構**以書面形式，清楚、醒目地向客戶披露每項標準服務的價格。該張貼要求適用於如下企業：

- 理髮店和美髮沙龍
- 裁縫店或提供售後服裝修改的業務
- 向個人提供服務的乾洗店和洗衣店

這些企業必須遵循**特定的張貼要求**。價目表必須：

- 清晰且完整地顯示每項標準服務的價格，這意味著 15 項最常請求的服務。
- 使用 14 號粗體或更大的字體。
- 張貼在客戶可能看到的地方。

企業機構還必須應要求向客戶提供**完整的書面價目表**。

此外，企業機構必須在顯眼的地方顯示**至少一個標記**—以至少 24 號的粗體字打印—說明：

加州法律禁止企業以人的性別為由，就類似或同類服務的收費價格，對此人實施歧視。完整的價目表可供索取。

企業機構在收到違反任何要求的書面通知後，如果在 30 天內未更正違規行為，則**可能被罰款 \$1,000 美元**。30 天的更正期僅適用於張貼違規，不適用於歧視性價格違規。

此外，根據《民法典》第 52(a) 款，企業可能對陪審團或沒有陪審團的法庭確定的任何金額承擔責任，最高為實際損害金額的三倍，但不得少於 \$4,000 美元，外加任何律師費。但是，根據本款採取的行動並不禁止感到受屈的一方尋求其他可用的賠償或程序。

其他條款

該法案不會改變或影響《健康與安全法》，《保險法》、或其他管轄醫療保健服務計劃或保險人承保或評級做法的法律。

要閱讀 1995年《性別稅廢止法案》（《民法典》第 52(a) 款）的全文，請訪問加州立法資訊網站，網址為 <https://leginfo.legislature.ca.gov>。

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防止基于性别的歧视： 企业机构的法律义务

1995年《性别税废止法案》（法案）禁止企业基于个人性别对类似或同类商品和服务的价格实施歧视。但是，该法案并不禁止基于提供服务的时间、难度、或成本的价格差异。

除了禁止基于个人性别的歧视外，该法案还规定**某些企业机构**以书面形式，清楚、醒目地向客户披露每项标准服务的价格。该张贴要求适用于如下企业：

- 理发店和美发沙龙
- 裁缝店或提供售后服装修改的业务
- 向个人提供服务的干洗店和洗衣店

这些企业必须遵循**特定的张贴要求**。价目表必须：

- 清晰且完整地显示每项标准服务的价格，这意味着 15 项最常请求的服务。
- 使用 14号粗体或更大的字体。
- 张贴在客户可能看到的地方。

企业机构还必须应要求向客户提供**完整的书面价目表**。

此外，企业机构必须在显眼的地方显示**至少一个标记**—以至少 **24 号**的粗体字打印—说明：

加州法律禁止企业以人的性别为由，就类似或同类服务的收费价格，对此人实施歧视。完整的价目表可供索要。

企业机构在收到违反任何要求的书面通知后，如果在 30 天内未更正违规行为，则**可能被罚款 \$1,000 美元**。30 天的更正期仅适用于张贴违规，不适用于歧视性价格违规。

此外，根据《民法典》第52(a)款，企业可能对陪审团或没有陪审团的法庭确定的任何金额承担责任，最高为实际损害金额的三倍，但不得少于 \$4,000 美元，外加任何律师费。但是，根据本款采取的行动并不禁止受害方寻求其他可用的赔偿或程序。

其他条款

该法案不会改变或影响《保健和安全法规》，《保险法规》、或其他管辖医疗保健服务计划或保险人承保或评级做法的法律。

要阅读 1995年《性别税废止法案》（《民法典》第 52(a) 款）的全文，请访问加州立法资讯网站，网址为 <https://leginfo.legislature.ca.gov>。

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS



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THE DIRECTOR

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

January 27, 2025

M-25-13

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Matthew J. Vaeth, Acting Director, Office of Management and Budget 

SUBJECT: Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs

The American people elected Donald J. Trump to be President of the United States and gave him a mandate to increase the impact of every federal taxpayer dollar. In Fiscal Year 2024, of the nearly \$10 trillion that the Federal Government spent, more than \$3 trillion was Federal financial assistance, such as grants and loans. Career and political appointees in the Executive Branch have a duty to align Federal spending and action with the will of the American people as expressed through Presidential priorities. Financial assistance should be dedicated to advancing Administration priorities, focusing taxpayer dollars to advance a stronger and safer America, eliminating the financial burden of inflation for citizens, unleashing American energy and manufacturing, ending “wokeness” and the weaponization of government, promoting efficiency in government, and Making America Healthy Again. The use of Federal resources to advance Marxist equity, transgenderism, and green new deal social engineering policies is a waste of taxpayer dollars that does not improve the day-to-day lives of those we serve.

This memorandum requires Federal agencies to identify and review all Federal financial assistance¹ programs and supporting activities consistent with the President’s policies and requirements.² For example, during the initial days of his Administration, President Donald J. Trump issued a series of executive orders to protect the American people and safeguard valuable taxpayer resources, including *Protecting the American People Against Invasion* (Jan. 20, 2025), *Reevaluating and Realigning United States Foreign Aid* (Jan. 20, 2025), *Putting America First in International Environmental Agreements* (Jan. 20, 2025), *Unleashing American Energy* (Jan. 20, 2025), *Ending Radical and Wasteful Government DEI Programs and Preferencing* (Jan. 20,

¹ 2 CFR 200.1 defines Federal financial assistance to mean “[a]ssistance that recipients or subrecipients receive or administer” in various forms, but this term does not include assistance provided directly to individuals. For the purposes of this memorandum, Federal financial assistance includes: (i) all forms of assistance listed in paragraphs (1) and (2) of the definition of this term at 2 CFR 200.1; and (ii) assistance received or administered by recipients or subrecipients of any type except for assistance received directly by individuals.

² Nothing in this memo should be construed to impact Medicare or Social Security benefits.

2025), *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government* (Jan. 20, 2025), and *Enforcing the Hyde Amendment* (Jan. 24, 2025). These executive orders ensure that Federal funds are used to support hardworking American families.

To implement these orders, each agency must complete a comprehensive analysis of all of their Federal financial assistance programs to identify programs, projects, and activities that may be implicated by any of the President's executive orders. In the interim, to the extent permissible under applicable law, Federal agencies **must temporarily pause** all activities related to obligation or disbursement of all Federal financial assistance, and other relevant agency activities that may be implicated by the executive orders, including, but not limited to, financial assistance for foreign aid, nongovernmental organizations, DEI, woke gender ideology, and the green new deal.

This temporary pause will provide the Administration time to review agency programs and determine the best uses of the funding for those programs consistent with the law and the President's priorities. The temporary pause will become effective on January 28, 2025, at 5:00 PM. Even before completing their comprehensive analysis, Federal agencies must immediately identify any legally mandated actions or deadlines for assistance programs arising while the pause remains in effect. Federal agencies must report this information to OMB along with an analysis of the requirement. OMB also directs Federal agencies to pause all activities associated with open NOFOs, such as conducting merit review panels.

No later than February 10, 2025, agencies shall submit to OMB detailed information on any programs, projects or activities subject to this pause. Each agency must pause: (i) issuance of new awards; (ii) disbursement of Federal funds under all open awards; and (iii) other relevant agency actions that may be implicated by the executive orders, to the extent permissible by law, until OMB has reviewed and provided guidance to your agency with respect to the information submitted.

OMB may grant exceptions allowing Federal agencies to issue new awards or take other actions on a case-by-case basis. To the extent required by law, Federal agencies may continue taking certain administrative actions, such as closeout of Federal awards (2 CFR 200.344), or recording obligations expressly required by law.

Additionally, agencies must, for each Federal financial assistance program: (i) assign responsibility and oversight to a senior political appointee to ensure Federal financial assistance conforms to Administration priorities; (ii) review currently pending Federal financial assistance announcements to ensure Administration priorities are addressed, and, subject to program statutory authority, modify unpublished Federal financial assistance announcements, withdraw any announcements already published, and, to the extent permissible by law, cancel awards already awarded that are in conflict with Administration priorities, and; (iii) ensure adequate oversight of Federal financial assistance programs and initiate investigations when warranted to identify underperforming recipients, and address identified issues up to and including cancellation of awards.



GreenLatinos Urban & Community Forestry Program Subaward Agreement for City of Escondido Urban Forestry Management Plan Project

This Subaward Agreement ("Agreement") is entered into between GreenLatinos, a nonprofit organization duly incorporated pursuant to the laws of the District of Columbia with principal offices at 1919 14 Street, Suite 700, Boulder, CO 80302 ("GreenLatinos") and City of Escondido, with its principal offices at 201 North Broadway, CA 92025 ("Subrecipient"). GreenLatinos and Subrecipient may be collectively referred to as "Parties" or each, individually, as a "Party."

Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award. Any revision to key personnel identified in this agreement requires notification by the Subrecipient by email to GreenLatinos within 10 business days..

Principal Subaward Contacts:

Subaward Program Contact:

Oscar Romero

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4801

Email: oscar.romero@escondido.gov

Subaward Financial Contact:

Christina Holmes

201 N Broadway, Escondido, CA 92025

Telephone: 760-839-4620

Email: christina.holmes@escondido.gov



Principal GreenLatinos Contacts:

GreenLatinos Program Contact	Subaward Financial Contact
Rachna Vas 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (202) 677-0991 Email: rachnavas@greenlatinos.org	Joe Toolan 1919 14th Street, Suite 700 Boulder, CO 80302 Telephone: (443) 713-9026 Email: joetoolan@greenlatinos.org

Whereas, the originating source of Federal assistance funds for this Agreement is made under the authority of the Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos' Award Cooperative Agreement (FAIN) number is 24-CA-11132544-013, and the originating grant period is **December 13, 2023 to November 30, 2028**; and

Whereas, the purpose of this Agreement is to outline Parties' collaborative efforts to develop and implement an urban and community forestry project ("Project") funded, supported by, and meeting the United States Department of Agriculture (USDA) Forest Service's Urban and Community Forestry Program guidelines and objectives; and

Whereas, Parties aim to support frontline communities in restoring and expanding urban forest canopy in areas with low tree cover, and engaging residents in community forestry, resulting in (1) increased resilience to heat, flood, and storm events; (2) increased wellness and recreational opportunities; and (3) reductions in greenhouse gas and air quality pollutants in frontline communities across the City of Escondido, representing census tracts as detailed within the attached census tract list

Now, therefore, the Parties do hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the Parties for the period [8/21/2024 | 1:34 PM PDT] (the "Effective Date") through **November 30, 2027**, unless earlier terminated by either



party in accordance with the terms of this Agreement (such period of performance, the "Agreement Term").

2. **SCOPE OF WORK AND BUDGET; PRIOR APPROVAL FOR CHANGES.**

- a. Scope of Work and Budget. Subrecipient shall, in a satisfactory manner as determined by GreenLatinos, perform all activities described in the scope of work as approved by GreenLatinos and attached hereto as **Exhibit A**, as may be amended from time to time (the "Approved Services") in accordance with the program budget as approved by GreenLatinos and attached hereto as **Exhibit B**, as may be amended from time to time (the "Approved Budget").
- b. Prior Approval for Changes. Subrecipient may not transfer more than 10% allocated funds among cost categories within a budgeted program account without the prior written approval of GreenLatinos nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of GreenLatinos.

3. **ROLES AND RESPONSIBILITIES.**

- a. GreenLatinos. As a national pass-through partner for the USDA Forest Service that subawards funding to community-based organizations and local government agencies serving priority communities, GreenLatinos will have administrative and programmatic oversight over the implementation of and compliance with the terms of this Agreement. GreenLatinos is responsible for:
 - i. Funding and Payment Processing. GreenLatinos will provide funding for the project in an amount not to exceed \$665,500 USD. Payment(s) are to be made on a reimbursable basis according to the Payment Schedule shown in **Exhibit A** Table 1. GreenLatinos will process invoices quarterly.
 - ii. Invoices. Invoices are to be submitted through GreenLatinos' subrecipient portal.
 - iii. Project Funds. Project funds are to be expended in accordance with the proposed budget, in accordance



- with the terms in this Agreement, and fulfilling the scope of the final and awarded proposal.
- iv. Monitoring and Reporting. GreenLatinos will supervise and aggregate semi-annual performance and quarterly reimbursement reports, and will provide an online portal for Subrecipient to submit reports.
 - v. Technical Assistance. GreenLatinos may organize kick-off and close-out convenings, monthly peer learning calls, and topic-specific webinars on project design, reporting and financial assistance, and community engagement. GreenLatinos will provide case management and some technical assistance. Requests for technical assistance, supporting project implementation, shall be submitted through GreenLatinos subrecipient' portal.
- b. Community Lead. City of Escondido, Unique Entity Identifier UEI: CH9XY8AX7BD8, serving as the Community Lead for Escondido, shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the proposed project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable. Subrecipient is responsible for:
- i. Program Participation. To the extent possible, actively participating in technical assistance activities organized by GreenLatinos, including but not limited to kick-off and close-out convenings, monthly peer learning calls, topic-specific webinars, training on reporting and financial assistance, and community engagement, and submission of technical assistance requests through GreenLatinos' online portal.
 - ii. Project Management and Coordination. Completing Project deliverables during the designated period of performance, in accordance with program requirements.



- iii. Finances. Establishing a dedicated account explicitly designated for funds disbursed under this subaward. Subrecipient is also responsible for submitting quarterly reimbursement requests tying program activities to approved budget expenses, to access grant funding.
- iv. Reporting.
 - 1) Quarterly Financial Check-ins and Reimbursement Reports: Subrecipient shall submit quarterly reimbursement reports with reimbursement requests as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Quarterly reimbursement reports will be due on April 10 for Q1 ending on March 31; July 10 for Q2 ending on June 30; October 10 for Q3 ending on September 30 and January 10 for Q4 ending December 31. There will be informal quarterly progress check-ins in April and October where reimbursements and performance accomplishments will be discussed. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.
 - 2) Semi-annual Reports: Subrecipient shall submit semi-annual reports as prescribed by GreenLatinos throughout the subaward's performance period, to be submitted through GreenLatinos' subrecipient portal. In accordance with 2 CFR § 200.301, reports must relate financial data to performance accomplishments of the federal award. Semi-annual reports will be due on November 10th for the period of May 1 to October 31 and

Attachment "3"



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

May 10th for the period of November 1 to April 31. Quantitative and qualitative project accomplishments must be reported to the USFS Impact Reporting Platform. Late reports will result in withholding of reimbursement payments.

- 3) Ongoing Reporting: Ongoing project reporting may include providing GreenLatinos and the USDA with success stories with brief project descriptions, outcomes, photographs and testimonials via the USDA Forest Service reporting system.
- 4) Final Deliverables and Report. By February 28, 2028, submitting all substantial products and outputs, a final reporting form, high resolution .jpg photographs of project work (by submitting a photograph Subrecipient consents to allow GreenLatinos and USDA Forest Service to use those photographs in communications and reporting and represents and warrants that Subrecipient has obtained all necessary consents, permissions or licenses necessary to permit GreenLatinos and USDA Forest Service to do so), and a detailed record of project expenditures, including a comparison of the original proposed budget to award expenditures.



- v. GreenLatinos Communications. Subrecipient shall actively communicate their project achievements, impact, and outcomes with the media. Subrecipients shall work with GreenLatinos and GreenLatinos' media consultant to promote their projects to the media. Clear recognition of USDA's support shall be included in all press releases, digital, and print media. Subrecipient shall acknowledge GreenLatinos and the Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. GreenLatinos may provide plaques and certificates to all sub-awardees to acknowledge USDA's support. If plaques and certificates are provided, they shall be publicly displayed. Subrecipients may be asked to present Project outcomes during a GreenLatinos virtual or in person meeting, if requested.¹

4. AWARD AND ADMINISTRATION; COMPLIANCE WITH APPLICABLE LAWS.

- a. JUSTICE40. The federal match requirement for this award has been waived under the provision of Public Law 117-169 (Inflation Reduction Act), with the requirement that 100% of work and funding under this subaward must benefit disadvantaged communities.
- b. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as **Exhibit D**, including any amendments thereto; (ii) the Subaward Data attached hereto as **Exhibit E**, including any amendments thereto, which provides a summary of the Federal Subrecipient agreement data that is required by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; (iii) the Approved Services attached hereto as **Exhibit A**; (iv) the Approved Budget attached hereto as **Exhibit B**, including any amendments thereto; and (v) the

¹ This request is subject to GreenLatinos' communications schedule and is not guaranteed to be made.



applicable additional terms and conditions in **Exhibit C** (each of (i)-(v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with GreenLatinos in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

- c. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC section 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.
- d. Collaborative Arrangements. Where permitted by terms of the award and federal law, Subrecipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award. Subrecipient must obtain approval in writing from GreenLatinos before entering into any collaborative arrangements using Forest Service funds. GreenLatinos will not approve any subaward arrangements between Subrecipient and other organizations. Collaborative arrangements are to be restricted to contractual agreements as set forth by the procurement standards in 2 CFR Part 200 Subpart D.
- e. Disclosures. Subrecipient must promptly disclose to GreenLatinos all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. Risk and Receipt of Funding. Subrecipient represents and warrants that, at all times during the Term, it does NOT have active exclusions in the System for Award Management (sam.gov). Subrecipient's risk profile must be

Attachment "3"



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

- evaluated in accordance with 2 CFR § 200.332(b) and deemed favorable, and Subrecipient's award will be reported at fars.gov in compliance with 2 CFR §170, prior to Subrecipient's receipt of funds. If the Subrecipient has any active exclusion, it will not be eligible for receipt of funding.
- g. SAM.GOV Requirement: Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
 - h. Debarment and Suspension. Subrecipient shall immediately inform GreenLatinos if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Subrecipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify GreenLatinos without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, attached hereto as **Exhibit H**.
 - i. Restrictions on Lobbying. If the Subaward amount exceeds \$100,000, Subrecipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used



Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352. Subrecipient shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352. Such disclosures shall be forwarded to GreenLatinos.

Subrecipient shall ensure that any subcontractors/subconsultants under this Agreement shall certify the same. GreenLatinos is responsible for keeping the certification of Subrecipient, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants (provided, however, that nothing in this section shall be construed to permit Subrecipient to retain or hire subcontractors/subconsultants without the written permission of GreenLatinos).

- j. Notification. Subrecipient shall notify GreenLatinos within 5 business days of all developments that have a significant impact on the activities supported under this award, including but not limited to financial developments. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- k. No Funding of Research and Development. This award is not for research and development and the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
- l. Members of Congress. Pursuant to 41 USC section 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.



5. **FINANCIAL MANAGEMENT AND ADMINISTRATION.**

- a. Office of Management and Budget (OMB) Guidance.
Subrecipient is subject to OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow regulations found in 2 CFR 200.331 through 2 CFR 200.333. Electronic copies of the CFRs can be found at: ecfr.gov.
- b. Use of Award Funds. Award funds and any interest earned on them shall not be used:
 - i. To carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
 - ii. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - iii. To make any awards to individuals or organizations (unless pre-approved in writing by GreenLatinos).
 - iv. No part of the Award funds shall be paid to any GreenLatinos official, and Awardee acknowledges that no gifts or services were or will be rendered to GreenLatinos or any GreenLatinos official in exchange for this Award.
- c. Allowable Expenditures. All expenditures made with funds provided under this subaward must be exclusively for allowable program expenditures incurred during the period of this subaward.
- d. Purchase of Equipment. Subrecipient may not use the funds received under this Agreement for any purchase of equipment.
- e. Single Audit. In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in section 200.501(a), audit requirements for federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with section 200.514 Scope



of Audit. Further, section 200.512 requires that the final report for such an audit be completed within nine months of the entity's fiscal year end. As a condition of this award, the subrecipient will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. If required, the subrecipient will complete any required Single Audit no later than nine months after the end of the entity's fiscal year, and will send the Single Audit report to GreenLatinos within 10 business days of its completion.

- f. Election of De Minimis Rate. For the administration of this subaward, GreenLatinos has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR § 200.414(f). *[Each Subrecipient will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate. OR Subrecipient approved indirect rate is [XX]% of direct costs. OR Subrecipient has chosen to waive recovery of indirect costs related to this Project.]* [Subrecipient] hereby elects to waive recovery of indirect costs for this project. _____ (Please initial)

6. **REPORTING.**

- a. Financial Status Reporting.
- i. Subrecipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through 2 CFR 200.333.
 - ii. All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment for full text.
 - iii. All financial and programmatic records and supporting documents pertinent to this award must be kept for a **period of three years** from the date of submission of the final financial statement report including expenditures from this award, per federal regulations. These records may be subject to an audit by the federal donor agency, GreenLatinos and/or their



representatives. All records are to be maintained for the additional duration necessary to complete an audit and/or resolve all questions concerning expenditures, unless approval has been provided from GreenLatinos to dispose of records.

- iv. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- v. Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the subaward and can be properly accounted for.
- b. Program Performance Reports. The subrecipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

7. **INSURANCE.**

- a. Insurance. Subrecipient shall maintain all the following insurance coverage during the period of this subaward:
 - i. General Liability and Property Damage. With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations, Products and Completed Operations, Personal Injury Liability, Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury.



- ii. Automotive Liability. The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit. If the Party does not own or operate motor vehicles, they must apply for an Automotive Liability Waiver through GreenLatinos. Should the Party obtain or begin operating a vehicle they must obtain liability insurance meeting the requirements above.
- iii. Workers Compensation. With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the state in which the Subrecipient is performing work under this subaward. Subrecipient must provide written Proof of Insurance to GreenLatinos within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, the Subrecipient must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

- 8. INDEMNIFICATION.** Subrecipient shall defend and hold GreenLatinos, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement for any or no reason.



9. **COMMUNICATIONS AND USE OF INTELLECTUAL PROPERTY.**

- a. Use of GreenLatinos and Forest Service Insignias. Grantor must submit and receive approval in writing from an individual authorized by the GreenLatinos and Forest Service to consent on their behalf on all requests to use the Forest Service and GreenLatinos insignias on any published media, such as a webpage, printed publication, or audiovisual production.
- b. GreenLatinos and Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge GreenLatinos and Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, following direction in USDA Supplemental 2 CFR 415.2. Public announcements of the Award may be made by the Subrecipient, GreenLatinos, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Subrecipient must acknowledge the Forest Service and GreenLatinos support. All public announcements must be submitted to GreenLatinos for approval at least two weeks prior to publication.
- c. Use of Subrecipient Insignia. Subrecipient hereby authorizes GreenLatinos to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Subrecipient which shall not be unreasonably withheld.
- d. Copyright and Ownership. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in GreenLatinos upon payment to the Subrecipient for all Services and Deliverables rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby



assigns to GreenLatinos all right, title and interest in any Work Product.

10. **TERMINATION.**

- a. By GreenLatinos. This subaward may be terminated, in whole or in part pursuant to 2 CFR 200.340. GreenLatinos may, by giving written notice to Subrecipient, terminate this Agreement without penalty in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by GreenLatinos pursuant to this Agreement; (vi) the submission by Subrecipient to the Forest Service or GreenLatinos of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to GreenLatinos; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. GreenLatinos may also terminate this Agreement in whole or in part without cause upon 30 days' written notice to Subrecipient.
- b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the



Agreement Term, including without limitation those applied by the Forest Service in their grants and reimbursements to GreenLatinos, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to GreenLatinos. The effective date of such notice of termination shall be no earlier than 30 days from the date of the notice.

- c. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to GreenLatinos for any direct damages sustained by GreenLatinos by virtue of any breach of this Agreement by Subrecipient and GreenLatinos shall be liable to Subrecipient for any direct damages sustained by Subrecipient by virtue of any breach of this Agreement by GreenLatinos. This shall include, without limitation, liability of Subrecipient for the disallowance by the Forest Service of the reimbursement of charges submitted by GreenLatinos for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the Forest Service of Subrecipient or GreenLatinos, the amount disallowed must be paid by Subrecipient to GreenLatinos from funds other than those provided by GreenLatinos under this Agreement. Under no circumstances will GreenLatinos be liable to Subrecipient for any indirect damages.

11. **GENERAL PROVISIONS.**

- a. Governing Law. This Agreement shall be governed by the laws of the District of Columbia without giving effect to the conflicts of laws provisions thereof.
- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or



otherwise modify or affect any other portion of this Agreement.

- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without GreenLatinos's prior written consent, which GreenLatinos may withhold in its sole discretion. Any attempted assignment, subcontract, or transfer of this Agreement in violation of this Section shall be void. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from GreenLatinos, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by GreenLatinos prior to its execution.
- f. Notices. Notices given by GreenLatinos or Subrecipient will be sufficient only if in writing and mailed or transmitted electronically by e-mail or through the reporting system directly, to the points of contact and addresses specified in **Exhibit A: Scope of Services**. Notices will be effective when delivered, or on the effective date of the notice, whichever is later.
- g. Modifications. Subrecipient may request scope of work or budget modifications in alignment with their original scope of work, any changes will be made by mutual consent and requested according to Notices above. Modifications must be approved prior to the date when these modifications will be implemented. GreenLatinos reserves the right to deny modifications, which compromise the original scope of work or were not approved prior to commencement.



- GreenLatinos also reserves the right to deny payment for modifications that were not previously approved.
- h. Subawardee. Subrecipient will act as a subawardee in the performance of the Services under this Agreement. Accordingly, Subrecipient shall be responsible for the terms described in [2 CFR 200](#).
 - i. Disputes. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues provided that GreenLatinos shall have the right to, and be permitted to, seek and obtain injunctive relief from a court of competent jurisdiction. If GreenLatinos and Subrecipient agree to arbitrate any controversy or claim arising out of this Agreement; any such arbitration shall be fully and finally resolved in binding arbitration in a proceeding brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration proceedings shall be confidential. The arbitrator shall not have the authority to modify or change any of the terms of this Agreement. The arbitrator's award shall be final and binding upon GreenLatinos and Subrecipient, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. The arbitrator may require the losing party thereto, as determined by the arbitrator, to bear the costs and fees incurred in any such arbitration.



City of Escondido

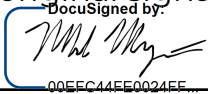
Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Item5.

This Subaward Agreement shall become effective upon the signatures of authorized representatives of both Parties. An electronic copy shall be deemed an original signature.

Signature  Date 8/21/2024 | 1:34 PM PDT
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Mark Magaña, Executive Director
GreenLatinos

Signature  Date 8/21/2024 | 11:28 AM PDT
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Dane White, Mayor
City of Escondido



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

APPENDIX

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Additional Terms and Conditions
- Exhibit D: Notice of Prime Award
- Exhibit E: Subaward Data
- Exhibit F: Whistleblower Notice
- Exhibit G: 2 CFR Part 170
- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions



EXHIBIT A SCOPE OF Work

GreenLatinos USDA IRA Urban & Community Forestry Program Attachment A: Scope of Work for City of Escondido Urban Forestry Master Plan

I. Project Participants & Primary Points of Contact

- a. **Community Lead: City of Escondido**
- b. **Mailing Address:** 201 North Broadway, CA 92025
- c. **Project Director (Award/Organization Point of Contact):** Oscar Romero, Principal Planner, 760-839-4801, oscar.romero@escondido.gov
- d. **Program Manager:** Pricila Roldan, Associate Planner, 760-839-4546, pricila.rolan@escondido.gov
- e. **Finance Point of Contact:** Nada Ghafri, Accountant I, 760-839-4335, nada.ghafri@escondido.gov
- f. **Cross Departmental Participants: Wayne Thames, Public Works Manager; Jacob Gibbs, Public Works Supervisor**
- g. **External Partners:**

II. Project Background

- a. **Project Title: City of Escondido Urban Forestry Management Plan**
- b. **Project Description:** The City of Escondido will create a comprehensive and inclusive Urban Forestry Master Plan (UFMP), and actively engage disadvantaged communities in the development of this Plan. The UFMP will target community outreach and engagement efforts, along with specific UFMP programming within the City's Disadvantaged Communities, as defined by CEJST. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan and plant one tree per resident (current population 151,038), increase 15 percent tree coverage in commercial and industrial areas, and 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods." The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in disadvantaged communities in 2025 and 2026.



- c. **Total Funding:** \$665,500
- d. **Period of Performance:** 8/21/2024 | 1:34 PM to 12/2026
- e. **Priority Census Tracts Served:** The city will focus its efforts citywide but will prioritize the following census tracts: Please refer to the attached census tract list.

III. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule
Project reports, due dates, and reimbursements are scheduled below.

Schedule of Quarterly Financial Reimbursement Reports

Quarterly financial reimbursement reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Q1: 1/1 – 3/31	4/10
Q2: 4/1 – 6/30	7/10
Q3: 7/1 – 9/30	10/10
Q4: 10/1 – 12/31	1/10

Semi-Annual program reports will be due as follows:

Performance Period	Due Date to GreenLatinos
Semi-Annual Report 1: 5/1 – 10/31	11/10
Semi-Annual Report 2: 11/1 – 4/30	5/10



City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

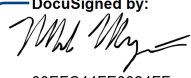
Project Number: 00000015

Item5.

IV. Signatures

This Scope of Work shall become effective upon the signatures of authorized representatives of both Parties. A facsimile transmission or electronic copy shall be deemed an original signature.

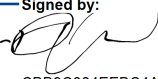
Signature

DocuSigned by:

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Mark Magaña, Executive Director
GreenLatinos

Date 8/21/2024 | 1:34 PM PDT

Signature

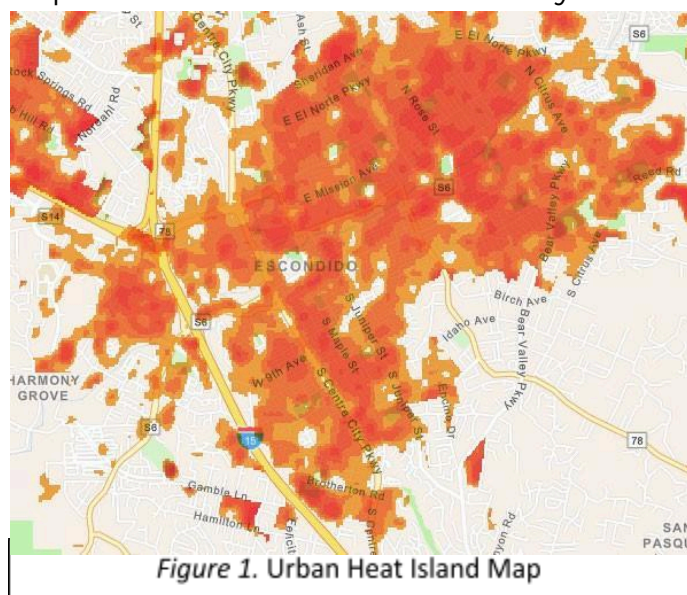
Signed by:

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Dane White, Mayor
City of Escondido

Date 8/21/2024 | 11:28 AM PDT

1. Project Scope Alignment:

The City of Escondido's urban forest is deficient, and its residents suffer from the results: insufficient canopy coverage, lack of access to green space, and extreme urban heat islands. The City's central corridor ranks in the bottom 11th percentile in the state of California for tree canopy, as determined by the California Department of Public Health analysis of the National Land Cover Database. The



Trust for Public Land's 2019 ParkServe analysis found that Escondido had the smallest percentage of population within a 10- minute walk to a park, when compared to other San Diego County jurisdictions. Additionally, the census tracts in this project area show significantly higher impact of urban heat island effects, with some tracts showing up to an 8.1-degree Fahrenheit higher temperature than less- urban areas in the City (*Figure 1*). These

urbanized census tracts are also the most disadvantaged in Escondido, showing the additional environmental burden placed on the City's more vulnerable communities.

This project, in accordance with Escondido's Climate Action Plan (CAP) Measure C-9.2, will address those issues through the development of a Citywide Urban Forestry Management Program (UFMP) that seeks to improve the City's urban forest in known Disadvantaged Communities. The UFMP will consist of a Citywide Urban Forestry Inventory, Forest Growth Plan, and Maintenance Plan for all trees and tree plots within the City. However, the UFMP will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool. This will ensure that the areas of Escondido with the greatest need receive priority investment in the City's efforts to improve its urban forest, canopy cover, and carbon sequestration, in support of the Justice40 Initiative, as well as ensure alignment with the City's adopted Climate Action Plan that prioritizes disadvantaged neighborhoods for investment.

In the first step, the Urban Forestry Inventory will update the City's tracking of

all trees to establish a baseline of the current urban forest and all vacant tree plots within the City. This data will be used with satellite canopy data to create Geographic Information Systems deliverables to show the location of every tree and available/potential planting location, along with individual attribute data, including tree type, maturity, size/canopy coverage, etc., as well as existing irrigation infrastructure, areas lacking irrigation infrastructure, and total canopy coverage of the project area. Using this existing conditions data, the UFMP would make recommendations for next steps, including an implementation guide (growth plan) identifying best practices for achieving citywide goals, and showing where to plant new trees and the best fit types of trees given the location as well as early tree care. Long-term maintenance recommendations would also come from the existing conditions assessment for all trees in the project area to ensure creation of a robust and mature urban forest with large canopies for resilience against extreme heat. The UFMP will serve as a guidance document for City staff and leadership to achieve the Urban Forestry goals set out in the City's Climate Action Plan. CAP measure C-9.2 sets a goal to adopt an Urban Forestry Program with the goal of having one tree per resident in the year 2088 (current population: 151,038). The CAP sets further goals of 15 percent tree coverage in commercial and industrial areas, 25 percent coverage in residential areas, and 35 percent coverage in "Priority Investment Neighborhoods," which are closely related to the DAC tracts comprising this project area as identified in the CEJST.

As established in the National Urban and Community Forestry Advisory Council's Ten-Year Urban and Community Forestry Action Plan, urban forests boast a broad range of environmental benefits, including better air quality and stormwater management, reduced energy use, reduced urban heat island effect, and improved air quality. Furthermore, social benefits include improved wellness, faster healing, reduced mental and physical stress, and better performance in school. Additional economic benefits include increased property values and significant savings in air and water quality infrastructure. This project is also in line with California's Wildfire and Forest Resilience Action plan goal to protect and expand urban forests. City leadership believes strongly in the importance of prioritizing investments in the disadvantaged communities to raise quality of life in the community as a whole. The UFMP will include significant and innovative outreach and engagement in Escondido's disadvantaged communities to ensure that the investments made are driven by those who live, work, and play in the areas to be improved. Additionally, this outreach would educate the community about Escondido's free tree program, which provides free trees for planting on public rights of way with resident

commitment for early tree care. With broadened community engagement, the City of Escondido will increase equitable access to urban tree canopy throughout the City's disadvantaged communities to improve resilience to climate change and extreme heat events.

While the creation of the overall UFMP and the overarching outreach and engagement efforts that encompass it are anticipated to take roughly 24 months, the reduction in the grant award timeframe requires the City to pivot the application of funds over the shortened duration. Initially, the City anticipated roughly \$300,000 allocated to subsequent tree care and maintenance as a result of identified sites for tree planting from the UFMP. With the change in duration, the City now seeks to run concurrent tree care and maintenance for an annual tree planting event the City undertakes. Every year, the City plants 100-125 new trees in Disadvantaged Communities for Arbor Day. This effort is successful when the City is able to assure early tree care for those plantings, as there are large gaps within the City where no irrigation exists for planted parkways. The City anticipates \$200,000 of the funding going toward two years of early tree care and maintenance for the 2025 and 2026 Arbor Day plantings.

2. Implementation Strategy/Methodology/Timeline:

The City plans to contract with an external organization for the development of the Urban Forestry Management Program (UFMP). These consultants will have the technical expertise to complete the tree inventory, identification of planting locations, canopy inventory, and recommended maintenance plan (which includes recommendations and updates to the City's existing ordinances and practices surrounding urban forestry). As part of the award timeline change, the City anticipates allocating a portion of the grant funding toward the cost to update the City's Approved Street Tree List; a tree-specific update to the City's Centre City Parkway Landscape Master Plan; alignment update to the City's street-tree ordinance; and an update to the City's Landscaping Ordinance for consistency with the UFMP. The UFMP findings will include the identified whole or portions of such documents that would require updates to align with the UFMP and identify what and how such documents would need to change for consistency purposes.

There is also a change in cost proposed for the overall inventories and UFMP. This is based on a citywide effort to produce a UFMP program where previously the proposal covered only the identified communities in the original

application. While the inventories and UFMP will not address the geographic area at the Citywide level, the programs and projects for implementation will prioritize and focus on the identified Disadvantaged Communities.

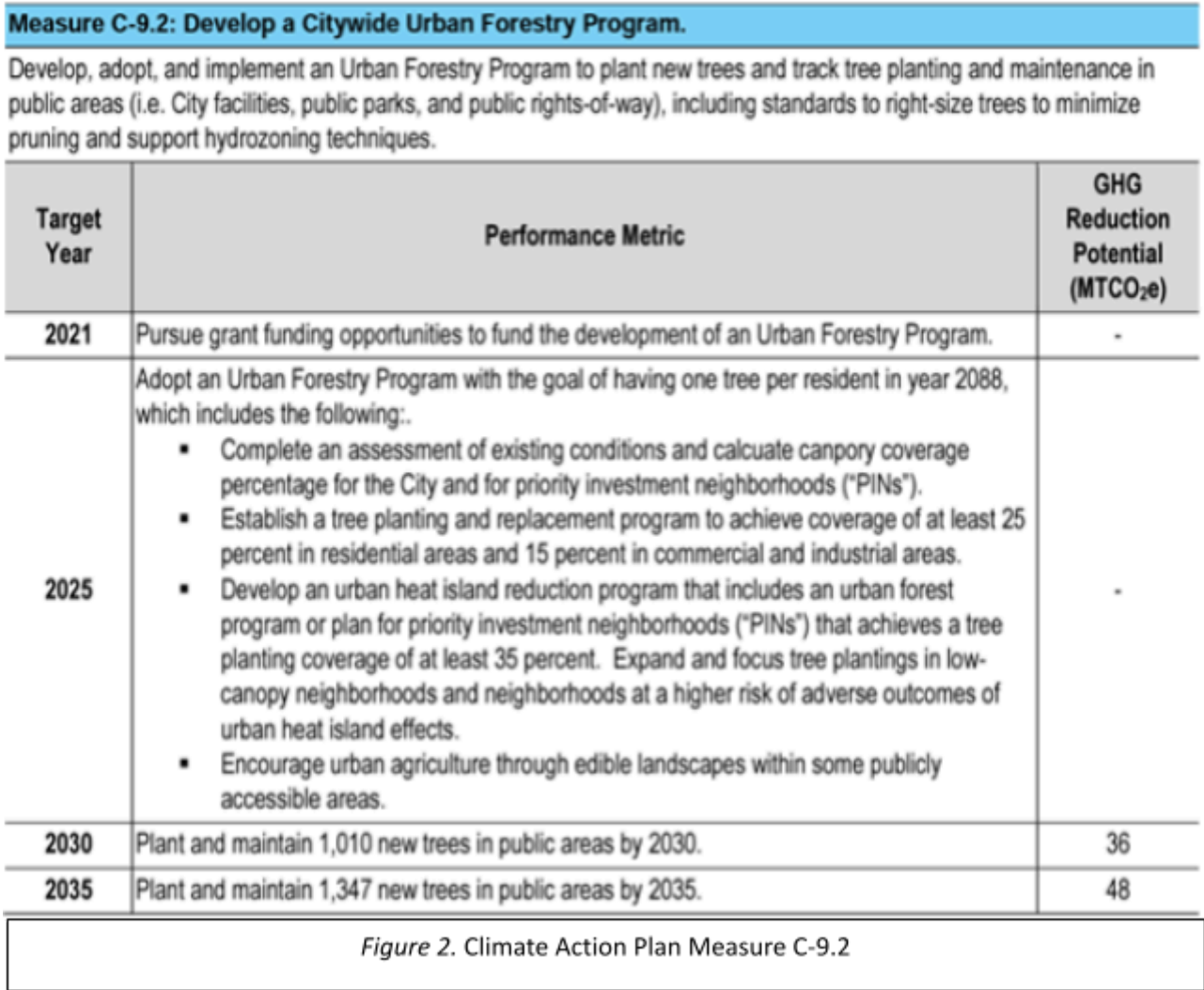
Once the guiding document is completed and finalized, the City's Public Works Team will take over on implementation, planting trees with the help of volunteers and local groups. Early tree care will be contracted out, following a two-year plan for establishment of native, drought-tolerant trees. The estimated timeline is as follows:

- Months 1-5: Immediately upon grant execution, City staff will begin development of the Request for Proposals (RFP) to solicit consultants. Staff estimate 5-weeks for writing the RFP; 6-weeks for solicitation of the RFP; 4-weeks for review and selection; and 5-weeks for contract execution. This requested timeline takes into consideration the time of year this task is expected to span, which is the end of year holiday season. Typically, November/December can be a challenging time to coordinate adequate staff/elected officials for meetings, both internal and public, due to the holidays and scheduled time-off.
- Months 5-29: Once a consultant is selected, staff estimate that it will take approximately 24 months to conduct community outreach and engagement, tree and canopy inventory/existing conditions, development, drafting of, and delivery of ordinance and regulatory document updates, and completion of the final UFMP Document.
- Months 30-36: The final draft of the UFMP Document will be reviewed and approved by City leadership, the Escondido Planning Commission, and the Escondido City Council. This timeframe anticipates potential revision time due to decision maker discretion, as well as all required public noticing and lead times related to such meetings.
- Months 8-32: Conduct early tree care to ensure the healthy establishment of the trees for those Arbor Day plantings that occur beginning April of Year 1 and Year 2 of the award timeframe.

The consultant and UFMP development will be overseen by City staff in the Planning Division to ensure it remains on schedule. Once adopted by the Escondido City Council, the UFMP will become a guiding document for the City's tree planting and forest management, in accordance with the urban forestry goals set forth in Escondido's Climate Action Plan, as shown in *Figure 2* below.

City staff recognize that the City is behind on meeting the initial performance metrics by the listed target year. Since the adoption of the CAP, the Escondido Planning Division has hired staff to fill all CAP-related positions and built

capacity to pursue Urban Forestry funding, allowing it to get back on track with a detailed guide to planting and maintaining 1,347 new trees in public areas by 2035. City staff estimate that they will be able to plant at least 100 trees per year with volunteer support from local nonprofits such as Urban Corps of San Diego, The Sierra Club, The Escondido Creek Conservancy, and the Healthy Escondido Coalition at Vista Community Clinic.



3. Capability and Capacity:

The project will be managed by Escondido Principal Planner Oscar Romero. Oscar holds a Master of Urban & Regional Planning degree from University of California, Irvine, and has nine years of experience in Urban Planning. The

project will be supervised by City Planner Veronica Morones. Veronica holds a Master of Urban and Regional Planning degree from University of California, Irvine, and has eight years of experience in municipal and long-range planning. Veronica has experience in project management with the City of Escondido, as well as nearly three years of experience as a consultant, bringing an important perspective of project management from the internal consulting side. Geographic Information Systems (GIS) integration will be managed by Geographic Information Systems Manager Abe Coughlin, who holds a Masters in Geographic Information Systems from University of New England (AU) and an MBA from Quantic School of Business and Technology. Abe has 18 years of experience in GIS and data analysis. The external organization to complete the UFMP will be chosen according to the procurement standards outlined in the City's Ordinance No. 2020-17 and CA Government Code section 54202. City Staff will select a responsible consultant with the lowest responsive quote or proposal, or whose quote or proposal provides the best value to the City. Staff expect to contract with an experienced urban forestry company with the ability to carry out the proposed work within the grant period and within federal grant requirements.

4. Communications Plan:

The City of Escondido continues to receive considerable community feedback expressing a desire for a comprehensive urban forestry development and management plan. As such, the City is highly motivated to communicate both the source of funding for a UFMP and ongoing progress on the project. While the decentralized nature of the plan development and broad deployment of trees in vacant plots throughout the project area likely make project-specific signage impractical, the City will promote information about program activities through its website and social media channels. For press and promotional materials, the City will widely publicize any Urban Forestry partnership with USDA using any number of modalities, including the City website, Social media, Public meetings, Newsletters, Email, and the City Manager's Weekly Activity Report, which is distributed to about 50 media contacts and 900 City staff and residents. The Escondido Communications Department will create a project-specific communications plan with input from GreenLatinos and USDA staff.

Stretching across the creation of the existing conditions (inventory), implementation guidance (growth plan), and long-term maintenance (maintenance plan) would be community outreach and engagement to ensure those community members historically marginalized by existing systems have

ample opportunity to learn, contribute to, and ultimately help shape the urban forest in their community. Similar outreach and engagement methods and planning conducted for the City's Environmental Justice element would be modeled. This example plan can be found at the following link for reference: (<https://www.escondido.gov/DocumentCenter/View/717/Community-Outreach-Plan-English-PDF>). This includes a multi-phased approach that seeks to first identify stakeholders, especially those that serve or maintain access to marginalized communities, so that the City's team can identify how best to reach these communities. The second phase would entail meeting residents in disadvantaged communities and beginning the educational component of what the UFMP is and why it impacts them and their neighborhoods. Examples of past methods include a focus on meeting people where they are, rather than expecting community members to attend City meetings. This may include but is not limited to: pop-up events at events within the City; engaging classes at the public schools; and providing supplemental discussions at existing community group meetings. It would also include a minimum bi-lingual effort for translation of outreach and engagement materials, as well as the final plan. Finally, the City team would take in all of the outreach data and community feedback and integrate it into the plans and their final documents, with the final phase of outreach for this UFMP's creation entailing distribution and education on the final plan.

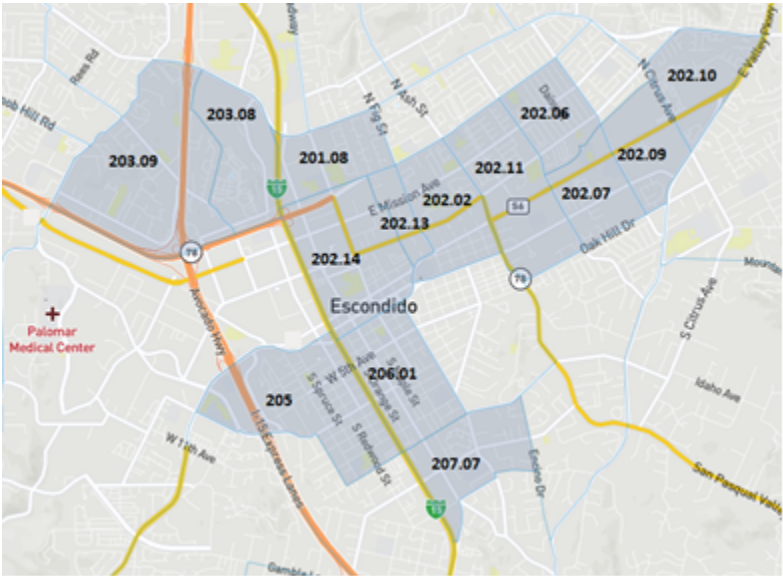
5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver:

The Project will target community outreach and engagement efforts, along with specific UFMP programming, within the City's Disadvantaged Communities, as defined by the Climate and Economic Justice Screening Tool, as shown in *Figure 3* below. These census tracts, which cover over 6.9 square miles and correlate closely with the City of Escondido's urban center and two main corridors, include CA tracts 201.08, 202.02, 202.06, 202.07, 202.09, 202.10, 202.11, 202.13, 202.14, 203.08, 203.09, 205, 206.01, 207.07. All of these tracts, with the exception of 203.09, have low-income metrics above the 65th percentile, with nine tracts above the 80th percentile and one (202.14) as high as the 95th percentile. Tract 202.14 is also identified as disadvantaged through the CEJST criteria for Climate Change, Housing, Transportation, Water and Wastewater, and Workforce Development. Tract 203.09 meets the CEJST disadvantaged workforce development threshold through a linguistic isolation rating of 90th percentile and high school education less than diploma of 14th percentile.

This Urban Forestry plan will direct the City's developments to those tracts identified in the CEJST, which are largely congruous with other DAC indicators, including the City's Opportunity Zone (tract 202.14), qualifying tracts

preliminarily identified for the forthcoming Escondido Environmental Justice Element, areas ranking over 90th percentile in the EPA EJScreen, and areas listed as Priority Investment Neighborhoods the City of Escondido’s Climate Action Plan. The Climate Action Plan sets a goal to prioritize these neighborhoods for early implementation of focused measures to support social equity and environmental justice.

Figure 3. CEJST Disadvantaged Census Tracts



Attachment "3"
City of Escondido
Approved Tree List
 4/13/2017

Item5.

Small to medium (20-40ft) trees that are recommended for planting along parkways, in medians or near hardscape:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Acacia baileyana	Bailey acacia	Laurus nobilis	Sweet Bay
Agonis flexuosa	Peppermint tree	Magnolia grandiflora	Magnolia 'Little gem'
Bauhinia blakei	Hong Kong orchid	Metrosideros excelsa	New Zealand Christmas tree
Callistemon sp.	Bottle brush	Pittosporum phyllifolium	Willow Pittosporum
Calodendrum cap.	Cape chestnut	Pyrus calleryana	Bradford pear
Cercis spp.	Redbud	Rhus lancea	African Sumac
Eriobotrya deflexa	Bronze loquat	Tabebuia sp.	Trumpet tree
Giejera parviflora	Australian willow	Trachycarpus fortunei	Windmill palm
Lagerstroemia ind.	Crape Myrtle	Umbellularia californica	California Laurel

Medium to large (40-60+ft) trees that can be planted along parkways, in medians or near hardscape: 10 ft minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Brachychiton populneus	Bottle tree	Koelreuteria paniculata	Golden rain tree
Chorisia speciosa	Floss silk tree	Pinus canariensis	Canary island pine
Ginkgo biloba	Maidenhair tree	Pistachia atlantica	Mount Atlas pistach

Medium to large (40-60+ft) trees that would only be acceptable planted in a large open space: 30 ft. minimum planting area recommended.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Common Name</u>
Albizia julibrissin	Mimosa	Liquidambar	Rotundiloba
Ceratonia siliqua	Carob	Lophostemon confertus	Brisbane box
Cinnamomum camphora	Camphor	Magnolia grandiflora	Magnolia
Cupaniopsis anacardiifolia	Carrotwood	Podocarpus gracilior	Fern pine
Cedrus sp.	Cedar	Quercus sp.	Oaks
Erythrina sp.	Coral tree	Sophora japonica	Japanese pagoda tree
Fraxinus sp.	Ash	Tipuana tipu	Tipuana
Jacaranda mimosifolia	Jacaranda	Ulmus sp.	Elm

Note: Bold Text indicates tree's that are deciduous (lose their leaves in the Fall and Winter)

Note: Underlined Trees indicate Semi-deciduous

Note: Before planting any tree, a thorough evaluation of the tree species, the planting site and the watering requirements should be made.

Any trees not on this list can be considered for street side planting pending approval by the City of Escondido Planning Department.

[Insert City and State] Census Tracts & Block Groups Served with IRA UCF Funding				
Census Tract(s) and/or Census Block Groups	Identified as DAC in CEJST?	Identified as DAC in EPA IRA tool?	Identified In EJ Screen (only described if not identified in CEJST)?	
06073020108	YES			
06073020202	YES			
06073020206	YES			
06073020207	YES			
06073020209	YES			
06073020210	YES			
06073020211	YES			
06073020213	YES			
06073020214	YES			
06073020308	YES			
06073020309	YES			Only the portion within Escondido City boundaries
06073020500	YES			
06073020601	YES			
06073020707	YES			Only the portion within Escondido City boundaries

Attachment "3"



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

**EXHIBIT B
PROGRAM BUDGET**



Urban & Community Forestry Program Budget Summary

Urban & Community Forestry Program
Operations: Urban & Community Forestry Program Budget Summary
USDA Grant Period of Performance: 2024 - 2027

Unique Entity Identifier: CH9XY8AX7BD8

Organization Name: City of Escondido, CA

On this summary worksheet, please fill in ONLY your unique entity identifier, and your organization name, then, proceed to worksheets A. through F.

2 CFR 200: [Link Here](#) Please also reference GreenLatinos' USDA Urban & Community Forestry Grant Budget Guidance.

	Year 1 (9/1/2024-8/31/2025)	Year 2 (9/1/2025-8/31/2026)	Year 3 (9/1/2026-12/31/2026)	Subtotal
Category	Federal	Federal	Federal	Federal
A. Personnel	\$18,413	\$27,827	\$3,562	\$49,803
B. Fringe	\$4,509	\$6,815	\$872	\$12,197
C. Travel	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0
F. Contractual	\$214,500	\$328,500	\$0	\$543,000
H. Other Direct Costs	\$0	\$0	\$0	\$0
Total Direct Charges	\$237,423	\$363,142	\$4,435	\$605,000
Total Indirect Charges	\$23,742	\$36,314	\$443	\$60,500
Total Project Costs	\$261,165	\$399,457	\$4,878	\$665,500

A. Personnel

Please use this worksheet to articulate staff effort and related costs, to be charged to GreenLatinos' USDA Urban & Community Forestry grant award to your municipality or organization. Only include salaried staff and their respective efforts; contract positions are to be detailed in worksheet **E. Contractual**, and organizational expenses on employee benefits are to be detailed in worksheet **B. Fringe**. Please also include a percentage used to calculate annual cost of living adjustments for salaried staff. If the cost of living adjustment included is higher than the U.S. long term average of 3.28%, please include a justification below. ONLY fill light green cells, the rest will autopopulate.

Position	Role	Name	Year 1			Year 2			Year 3			Subtotal
			Salary	Effort	Total	Salary	Effort	Total	Salary	Effort	Total	
Principal Planner	Project Management	Oscar Romero	\$130,000	7.54%	\$9,808	\$130,000	10.65%	\$13,847	\$130,000	1.93%	\$2,514	\$26,169
Associate Planner	Oversee Ordinance Updates	Pricila Roldan	\$92,933	6.38%	\$5,928	\$92,933	9.82%	\$9,122	\$92,933	1.13%	\$1,048	\$16,098
Park Maintenance Supervisor	Manage Tree Care Activities	TBD	\$95,143	2.81%	\$2,677	\$95,143	5.11%	\$4,859	\$95,143	0.00%	\$0	\$7,536
Federal Request			Year 1 Total:		\$18,413	Year 2 Total:		\$27,827	Year 3 Total:		\$3,562	All Years: \$49,803

Cost of Living Adjustment Justification	Escondido does not have a standard COLA
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B. Fringe							
Please use this worksheet to articulate your municipality or organization's fringe rate. Only include percentages of salary for designated benefits. You are welcome to add or delete benefit categories as needed (e.g. FICA/Medicare, State Unemployment, Retirement Contirbution, Health Insurance, Worker's Compensation, etc.), but do make sure the total rate is representative of the sum of all categories when complete. ONLY fill light green cells, the rest will autopopulate.							
Position	Name	Year 1	Year 2	Year 3	Subtotal		
Principal Planner	Oscar Romero	\$2,402	\$3,391	\$616	\$6,408.79		
Associate Planner	Pricila Roldan	\$1,452	\$2,234	\$257	\$3,942.41		
Park Maintenance Supervisor	TBD	\$656	\$1,190	\$0.00	\$1,845.63		
Federal Request		\$4,509	\$6,815	\$872	\$12,197		
Fringe Category	Rate						
FICA/Medicare	1.45%						
State unemployment	0.10%						
Retirement contribution	11.00%						
Health insurance	9.10%						
Workers compensation	2.84%						
Total	24.49%						

C. Travel

Please use this worksheet to articulate your municipality or organization's intended project-related travel. Examples of project travel include site visits, community engagement events, etc. Examples of basis for estimating costs are past trips, travel quotes, etc. Only travel that is directly associated with this award should be included. Beginning on Jan. 1, 2024, the standard mileage reimbursement rate for privately owned vehicles driven for business use will be 67 cents per mile. Please see IRS and GSA guidance (right) for more information. ONLY fill light green cells, the rest will autopopulate.

IRS Guidance:

[Link Here](#)

GSA Guidance:

[Link Here](#)

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

D. Supplies

For the purposes of this award, **supplies are generally defined as items with an acquisition cost less than \$5,000** and a useful life expectancy of less than one year. Supplies are generally consumed during the project's period of performance. Unit cost of supplies should be less than \$5,000. If supply items and costs are ambiguous, contact your GreenLatinos or USDA representative for more detail, or review guidance in 2 CFR 200. ONLY fill light green cells, the rest will autopopulate.

Item	Justification & Basis	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

E. Contractual

Please use this worksheet to articulate your municipality or organization's intended project-related contracts, what they are intended to do, and the basis for detailed costs. Examples of basis for estimating costs are past contract expenditures, contractor quotes, etc. Please list all contractors supplying commercial supplies or services used to support your project. For each Contractor with total project costs of \$250,000, a quote must be provided. Lobbying, advertising, fundraising, and investment management fees are not allowable contract expenditures. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
Contractor 1	Citywide Tree Inventory, per arborist estimate	\$34,000.00	\$66,000.00		\$100,000.00
Contractor 2	Citywide Canopy Inventory, per GIS Manager scoping	\$5,000.00	\$10,000.00		\$15,000.00
Contractor 3	Urban Forestry Management Plan, per comparative review of other jurisdictions	\$99,500.00	\$99,500.00		\$199,000.00
Contractor 4	Update Existing Regulatory Documents, based on staff experience with similar projects	\$10,000.00	\$20,000.00		\$30,000.00
Contractor 5	Early Tree Care, per arborist estimate	\$66,000.00	\$133,000.00		\$199,000.00
Federal Request		\$214,500.00	\$328,500.00	\$0.00	\$543,000.00

F. Other Direct Costs

Please use this worksheet to articulate any other direct costs anticipated to be incurred by your municipality or organization's intended project, and their basis. Other direct costs are expenses that are directly related to a project but do not fit into the other major cost categories. Examples may include use of office space and meeting or conference facilities; participant support costs and participation stipends; insurance and indemnification, subawards, etc. ONLY fill light green cells, the rest will autopopulate.

Item	Justification	Year 1	Year 2	Year 3	Subtotal
					\$0.00
Federal Request		\$0.00	\$0.00	\$0.00	\$0.00

ESCONDIDO BUDGET NARRATIVE

Personnel:

Personnel required for consultant selection and project management described below. Note Escondido does not have annual COLA rates.

- Principal Planner: Overall project management, supervise consultants
 - 445 hours @ \$76.37 per hour = \$26,169
 - Year One: 170 hours @ \$57.69 per hour (\$130,000 Salary at 7.45%) = \$9,808
 - Year Two: 240 hours @ \$57.69 per hour (\$130,000 Salary at 10.65%) = \$13,847
 - Year Three: 35 hours @ \$57.69 per hour (\$130,000 Salary at 2.32%) = \$2,514
- Associate Planner: Oversee updates to ordinances, support project management
 - 353 hours @ \$49.15 per hour = \$16,099
 - Year One: 130 hours @ \$45.60 per hour (\$92,933 Salary at 6.38%) = \$5,928
 - Year Two: 200 hours @ \$45.60 per hour (\$92,933 Salary at 9.82%) = \$9,122
 - Year Three: 23 hours @ \$45.60 per hour (\$92,933 Salary at 1.13%) = \$1,048
- Park Maintenance Supervisor: Manage Tree Care Activities
 - 187 hours @ \$57.01 per hour = \$7,536
 - Year One: 58 hours @ \$46.16 per hour (\$95,143 Salary at 2.81%) = \$2,677
 - Year Two: 105 hours @ \$46.16 per hour (\$95,143 Salary at 5.11%) = \$4,859

Fringe:

This city of Escondido has a fringe rate of 24.49%

- Principal Planner
 - Year 1 (\$9,808 X 24.49%) + Year 2 (\$13,847 X 24.49%) + Year 3 (\$2,514 X 24.49%) = \$6,408.79
- Associate Planner
 - Year 1 (\$5,928 X 24.49%) + Year 2 (\$9,122 X 24.49%) + Year 3 (\$1,048 X 24.49%) = \$3,942.41
- Park Maintenance Supervisor
 - Year 1 (\$2,677 X 24.49%) + Year 2 (\$4,859 X 24.49%) = \$1,845.63

Contractual:

Direct contracts with appropriate consultants for the following:

- \$100,000 for Tree Inventory and new identification of planting locations, based on estimate from local arborist consultant*
- \$15,000 for Tree Canopy Inventory, based on scoping completed by GIS Manager*
- \$199,000 for Public Outreach and final UFMP Document, based on comparative review of other jurisdictions*
- \$30,000 for Update to City Ordinances regarding trees, based on staff experience with similar projects.*
- \$199,000 for Early Tree Care, based on estimate from local arborist consultant
 - For the early tree care, City staff examined past/existing contracts and determined (with confirmation from current contractor) that the cost averages \$1,000 annually per tree. With an estimated 100-125 trees planted each year in 2025 and 2026, staff budgeted \$200,000 to cover early tree care for 200 trees.

*In an effort to find the closest costs for the proposed UFMP creation, Planning staff reviewed past year awards ([2021-22](#) and [2019-20](#)) of the CalFire Urban Forestry Management grants. Planning staff reviewed the Descriptions and Applicant columns, and assessed for whether such entities and scopes had commonality with the City's objective (i.e., a local municipality with similar project scope). After reviewing both years of awards, planning staff narrowed their focus to reviewing City of Newman (\$203K award), City of Bell (\$256K award), City of Vallejo (\$500K award), City of Fremont (\$850K award), and City of Watsonville (\$700K award). City staff also reviewed [City of LA's "First Step" report](#) for guidance on potential costs associated with the southern California region. Subsequently, staff searched for applicable RFPs from those cities that had published and retained the records online. The only RFP located was the City of Watsonville. Based on their RFP and NTE amounts, as well as the City's size (approximately 50K population and 6 square miles), and data from the LA report, City staff came to the amount proposed within our awarded grant budget narrative.

Indirect:

- 10% of direct costs (de minimis rate): \$60,500



EXHIBIT C ADDITIONAL TERMS AND CONDITIONS

1. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.) Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov. If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."



2. TRAFFICKING IN PERSONS.

- a. Provisions applicable to a Recipient that is a private entity:
 - i. Subrecipient and its employees, may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - ii. This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - 1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- b. Provision applicable to a Recipient other than a private entity: This award may be unilaterally terminated, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1) Associated with performance under this award; or



- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."
- c. Provisions applicable to any Subrecipient:
 - i. You must inform GreenLatinos and the Forest Service immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. The right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance available under this award.
- d. Definitions. For purposes of this award term:
 - i. "Employee" means either:
 - 1) An individual employed by Subrecipient who is engaged in the performance of the project or program under this award, or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity"
 - 1) Means any entity other than a state, local government, Indian tribe, or foreign public



entity, as those terms are defined in 2 CFR 175.25.

2) Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(b) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

3. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

- a. Subrecipient may not require its employees, contractors, or Subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b. Subrecipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph 1 of this award provision are no longer in effect.
- c. The prohibition in paragraph 1 of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- d. If GreenLatinos or the Government determines that the Subrecipient is not in compliance with this award provision, it;
 - i. Will prohibit the Subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



- ii. May pursue other remedies available for the Subrecipient's material failure to comply with award terms and conditions.
4. ELIGIBLE WORKERS. Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
5. FREEDOM OF INFORMATION ACT. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC § 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B § 8106 (2009 Farm Bill).
6. PATRIOT ACT. Subrecipient agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.
7. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, grantees (including Subrecipient) will comply with the following:
 - a. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - b. Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - c. Statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Cooperators (including



Subrecipient) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, grantees (including Subrecipient) are prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. Procure or obtain, extend or renew a contract to procure or obtain;
- b. Enter into a contract (or extend or renew a contract) to procure; or
- c. Obtain the equipment, services or systems.

9. DRUG FREE WORKPLACE

- A. Subawardee agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions subawardee will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify subawardee in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- B. Subawardee agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



- C. Without the GreenLatinos Case Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this subaward, whichever occurs first.
 - D. Subawardee agrees to immediately notify the GreenLatinos Case Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Case Manager within 10 calendar days after subawardee learns of the conviction.
 - E. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
10. TEXT MESSAGING WHILE DRIVING
- In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



EXHIBIT D NOTICE OF PRIME AWARD

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF COOPERATIVE AGREEMENT 24-CA-11132544-013
Between
GREENLATINOS
And The
USDA, FOREST SERVICE
COOPERATIVE FORESTRY, STATE, PRIVATE AND TRIBAL FORESTRY
WASHINGTON OFFICE**

Project Title: Grassroots Grantsmaking for Tree Canopy Across Latino Communities

Upon execution of this document, an award to GreenLatinos, hereinafter referred to as "GreenLatinos," in the amount of **\$25,000,000**, is made under the authority of the Cooperative Forestry Assistance Act, Public Law 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. GreenLatinos accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated November 9, 2023, revised December 12, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The Urban and Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on the assurances from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

Submit performance and financial reports to: sm.fs.wospfreports@usda.gov

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at rhonda.horn@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. GreenLatinos shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



Caring for the Land and Serving People

Printed on Recycled Paper





OMB 0596-0217

Expiration Date: 11/30/2017

Rev. (12-13)

B. STATEMENT OF SUBSTANTIAL INVOLVEMENT. The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s):

1. Review and approve assigned subaward grant agreements before any work begins related to unallocated or reserve funding.
2. Review and approve tracking and accomplishment reporting system/s for subaward projects.
3. Provide timely and specific direction pertaining to and invite participation in the development of a national impact dashboard.
4. Review and approve any proposed competitive process for new subawards.
5. Consult in the selection of key personnel, if requested.
6. Participate in the presentation of results in publications and/or conference presentations, if requested.

C. NATIONAL PASS-THROUGH PARTNER RESPONSIBILITIES: To alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, GreenLatinos has agreed to serve as a National Pass-Through Partner.

The responsibilities associated with this designation include the following:

1. Subaward a minimum of 80% of all funding received to community-based organizations and/or other partners serving disadvantaged communities. Competition required by the Inflation Reduction Act will be satisfied by that which has already occurred in response to the public [Notice of Funding Opportunity](#) and/or future equal opportunity competitive processes supported by robust outreach efforts to reach disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and/or public minority serving land grant institutions, for awareness of the availability of funding.
2. Develop a subaward process that ensures efficient and effective fund dispersal and completion of projects. All subaward projects must be completed within the performance period of the National Pass-Through Partner's agreement.
3. Create an efficient performance and financial reporting system for subaward projects that aligns with the reporting requirements of this agreement and the national impact dashboard and supports timely submission of reports and success stories.



Award Number: 24-CA-11132544-013

4. Manage all subawards through development, implementation, and closeout with monitoring and technical assistance.
 5. Assist subawards with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Magaña 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 202-203-2070 Email: markmagana@greenlatinos.org	Joan Kato 1919 14 th Street, Suite 700 Boulder, CO 80302-5482 Telephone: 319-321-8627 Email: joankato@greenlatinos.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kasey Yturalde, PhD, National Program Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 771-216-2901 Email: kasey.yturalde@usda.gov	Rhonda Horn, Grants Management Specialist 201 14 th Street, SW Washington, DC 20250 Telephone: 303-960-5614 Email: rhonda.horn@usda.gov

- E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** GreenLatinos shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



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F. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (mandatory): SM.FS.asc_ga@usda.gov	Kasey Yturralde
FAX: 877-687-4894	Kasey.yturralde@usda.gov
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- G. **ELECTION OF DE MINIMIS INDIRECT RATE.** GreenLatinos has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as GreenLatinos chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

- H. **PRIOR WRITTEN APPROVAL.** GreenLatinos shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

- I. **MODIFICATIONS.** Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

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to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- J. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **11/30/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- K. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Mark
Magaña

Digitally signed by Mark
Magaña
Date: 2023.12.13
15:15:41 -05'00'

MARK MAGAÑA, President & CEO
GreenLatinos

Date

STEVEN
KOEHN

Digitally signed by
STEVEN KOEHN
Date: 2023.12.13
15:49:12 -05'00'

STEVEN W. KOEHN, Director
Cooperative Forestry
USDA Forest Service, State, Private and Tribal
Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

Rhonda Horn

Digitally signed by
Rhonda Horn
Date: 2023.12.13
11:43:03 -05'00'

RHONDA HORN
USDA Forest Service Grants Management Specialist

Date



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ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, GreenLatinos a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to GreenLatinos for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by GreenLatinos or any third party.
- C. NOTICES. Any notice given by the Forest Service or GreenLatinos will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To GreenLatinos, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later



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than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

GreenLatinos shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30th and December 31st. The final performance report shall be submitted either with GreenLatinos's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30th and December 31st to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting

- G. **NOTIFICATION.** GreenLatinos shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. **USE OF FOREST SERVICE INSIGNIA.** In order for GreenLatinos to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify GreenLatinos when permission is granted.

- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the

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recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GreenLatinos is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

GreenLatinos may call on Forest Service's Office of Communication for advice regarding public notices. GreenLatinos is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. GreenLatinos shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GreenLatinos shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or



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retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- N. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.



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- O. AWARD CLOSEOUT. GreenLatinos must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to GreenLatinos must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- Q. DEBARMENT AND SUSPENSION. GreenLatinos shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GreenLatinos or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- R. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- S. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.



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- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or



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- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. DRUG-FREE WORKPLACE.

1. GreenLatinos agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions GreenLatinos will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify GreenLatinos in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. GreenLatinos agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.



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3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. GreenLatinos agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after GreenLatinos learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GreenLatinos must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. ELIGIBLE WORKERS. GreenLatinos shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). GreenLatinos shall comply with regulations



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regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- W. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- X. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- Z. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services or systems.



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ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. In the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most



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highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

Attachment "3"



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Award Number: ~~24-CA-11132544-013~~

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170



Award Number: 24-CA-11132544-013

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee



City of Escondido

Item5.

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Award Number: 24-CA-11132544-013

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

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EXHIBIT E
SUBAWARD DATA

(i)	Subrecipient Name	City of Escondido
(ii)	Subrecipient Unique Entity Identifier:	CH9XY8AX7BD8
(iii)	Federal Award Identification Number (FAIN):	24-CA-11132544-013
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/12/23
(v)	Subaward Period of Performance Start Date:	8/21/2024 1:34 PM PDT
(vi)	Subaward Period of Performance End Date:	11/30/2027
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$665,500
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$665,500
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$665,500
(x)	Federal Award Project Description:	The city of Escondido will utilize funds to create a comprehensive and inclusive Urban Forestry Master Plan, and actively engage disadvantaged communities in the development of this Plan. The City will also apply funding towards two years of early tree care and maintenance for Arbor Day tree plantings in 2025 and 2026.



EXHIBIT F WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 USC section 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 USC section 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;



- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 USC section 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 USC section 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



EXHIBIT G

2 CFR PART 170

1. Reporting Subawards and Executive Compensation.
 - a. *Reporting of First-Tier Subawards.*
 - i. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or Federal agency (see definitions in paragraph e. of this award term).
 - ii. *Where and When to Report.*
 - 1) The non-federal entity or federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - 2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - iii. *What to Report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
 - b. *Reporting Total Compensation of Recipient Executives for Non-Federal Entities.*
 - i. *Applicability and What to Report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - 2) in the preceding fiscal year, you received
 - (a) 80% or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance



- subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - ii. *Where and When to Report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - 1) As part of your registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.
 - c. *Reporting of Total Compensation of Subrecipient Executives.*
 - i. *Applicability and What to Report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-federal entity Subrecipient under this award, you shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if
 - 1) in the Subrecipient's preceding fiscal year, the Subrecipient received
 - (a) 80% or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of



the Securities Exchange Act of 1934 (15 USC § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and When to Report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the Subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 - i. "Federal Agency" means a Federal agency as defined at 5 USC section 551(l) and further clarified by 5 USC section 552(f).
 - ii. "Non-Federal Entity" means all of the following, as defined in 2 CFR part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization; and,
 - 4) A domestic or foreign for-profit organization
 - iii. "Executive" means officers, managing partners, or any other employees in management positions.
 - iv. "Subaward":
 - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you



GREENLATINOS
Luchando por la Liberación Ambiental

Attachment "3"

City of Escrow Item 5

Project Amount: \$66 Item 5.

Project Completion Date: 11/30/2027

Project Number: 00000015

- received this award and that you as the recipient award to an eligible subrecipient.
- 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - 3) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- v. "Subrecipient" means a non-federal entity or federal agency that:
- 1) Receives a subaward from you (the recipient) under this award; and
 - 2) Is accountable to you for the use of the federal funds provided by the subaward.
- vi. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).



EXHIBIT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

OMB No. 0505-0027

Expiration

Date: 09/30/2025



Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary
Exclusion Lower Tier Covered
Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR sections 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

City of Escondido

PR/AWARD NUMBER OR PROJECT
NAME

CH9XY8AX7BD8

Project # 00000015

Attachment "3"



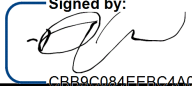
City of Escondido

Project Amount: \$665,500

Project Completion Date: 11/30/2027

Project Number: 00000015

Item5.

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Dane White, Mayor	
SIGNATURE  Signed by: CBB9C084EEBC4A0...	DATE 8/21/2024 11:28 AM PDT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.



- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered



transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)



STAFF REPORT

September 16, 2026
File Number 0600-10; A-3616

SUBJECT

PUBLIC SERVICES AGREEMENT FOR SENIOR NUTRITION PROGRAM MEAL SERVICES

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-157 authorizing a 3-year Public Services Agreement for Rowe Solutions, Inc. in the amount of \$782,343 for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

Staff Recommendation: Approval (Community Services: Joseph Goulart, Director of Public Works)

Presenter: Nicole White, Community Services Manager

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Build Trust and Accountability; Financial Stewardship

FISCAL ANALYSIS

In April 2024, the City was awarded a County of San Diego Aging and Independent Services grant of \$205,948 annually to support the congregate meal program, with funding continuing through March 2028. This grant serves as the primary funding source for the program and significantly offsets costs. Any program expenses exceeding the grant award are funded by the City's General Fund to ensure uninterrupted meal service.

The County grant has historically functioned as a recurring funding mechanism, and the City anticipates applying for and receiving funding in future grant cycles following the current award period. Should future grant funding not be awarded, the City would evaluate available options to maintain fiscal sustainability, including discontinuing the meal program, reducing service levels through participant capacity, or continuing the program through full General Fund support, subject to City Council budgetary approval.

PREVIOUS ACTION

On May 12, 2021, the City Council approved Resolution No. 2021-63, authorizing a 5-year Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services, for preparation and delivery of Senior Nutrition Program meals.



CITY of ESCONDIDO

STAFF REPORT

On April 3, 2024, the City Council approved Resolution No. 2024-29, authorizing the Mayor to execute, on behalf of the City, an agreement (County Contract No. 570894) with the County of San Diego for the Older Californians Nutrition Program. This agreement provides preparation and delivery of meals for Escondido seniors at the Park Avenue Community Center.

On June 24, 2026, the City Council adopted Resolution No. 2026-102, authorizing a Fifth Amendment to the Public Services Agreement with HumanGood SoCal, doing business as Redwood Senior Homes and Services, for the continued preparation and delivery of senior meals. The amendment extended services for an additional three-month period to ensure uninterrupted meal program operations while City staff completed a competitive Request for Proposals (RFP) process to procure a long-term service provider.

BACKGROUND

The Senior Nutrition Program offers older adults nutritionally balanced meals in a congregate setting to increase overall health and reduce senior isolation. The Park Avenue Community Center has offered this program Monday through Friday, excluding holidays, for over 40 years. County grant funding has helped offset program costs for more than 30 years. As a result of this service, older adults are able to remain active and engaged members of the community.

In 2021, the City entered into a Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services, for the preparation and delivery of meals under the Senior Nutrition Program. The agreement included an initial one-year term with four one-year renewal options. Over the course of the agreement, the City exercised the available renewal options and approved subsequent amendments to ensure continuity of services. Most recently, on June 24, 2026, the City Council adopted Resolution No. 2026-102 authorizing a Fifth Amendment to the agreement, extending meal services for an additional three months while City staff conducted a competitive Request for Proposals ("RFP") process to identify and procure a long-term service provider. This extension ensured uninterrupted meal service for program participants during the procurement process.

As part of the City's competitive procurement process, City staff issued RFP No. 26-31, Senior Nutrition Program Meal Service, in July 2026. Five responsive proposals were received and evaluated against established criteria, including qualifications, experience, meal quality, service delivery methodology, cost, responsiveness, and compliance with County grant requirements. Based on the results of the evaluation, Rowe Solutions, Inc. was selected as the highest-ranked proposer, offering the best overall value to the City and demonstrating the operational capacity and expertise necessary to successfully administer the Senior Nutrition Program.

Rowe Solutions, Inc. demonstrated extensive experience providing large-scale meal preparation and delivery services to public agencies throughout California, including the City of San Diego, as well as agencies operating under state and federal contracts. The firm operates a licensed and health-inspected food production facility with capacity that significantly exceeds the City's current needs and proposed a



CITY of ESCONDIDO

STAFF REPORT

service model (Attachment “1”) that integrates seamlessly with operations at the Park Avenue Community Center. In addition to meeting all nutritional, food safety, and regulatory requirements, Rowe Solutions offered several value-added services at no additional cost to the City, including bilingual nutrition education materials, culturally responsive and holiday-themed menu enhancements, emergency meal surge capacity, and same-day flexibility to adjust meal counts based on participant demand. As part of the evaluation process, the firm provided sample meals that reflected the quality, freshness, and presentation standards outlined in its proposal. Based on its demonstrated experience, operational capacity, meal quality, responsiveness, and competitive pricing, staff believes Rowe Solutions is exceptionally well qualified to support the City's Senior Nutrition Program and ensure continued delivery of high-quality nutrition services to the community.

The proposed agreement establishes a fixed meal rate for the initial three-year term (Years 1-3), providing cost certainty and protecting the City from inflationary increases during the base contract period. The cost per meal is comprised of a congregate meal preparation charge and a delivery charge, as shown below.

Meal Rate Breakdown

Cost Component	Rate
Congregate Meal Rate	\$7.9679
Delivery Charge	\$1.9058
Total All-in Cost	\$9.8737

Based on the estimated annual meal volumes, the projected contract costs for the initial term are as follows:

Contract Year	Estimated Meals	Cost Per Meal	Estimated Annual Cost
Year 1	21,505	\$9.8737	\$212,334
Year 2	28,980	\$9.8737	\$286,140
Year 3	28,750	\$9.8737	\$283,869
Total Initial Terms	79,235		\$782,343

Meal rates will remain fixed throughout the initial three-year term, with no escalation permitted until the first optional renewal period. The agreement includes two optional one-year renewals at the City's discretion. Any rate increase during the renewal periods is limited to the percentage change in the Consumer Price Index (CPI) for Food Away From Home for the San Diego-Carlsbad region, as specified in the agreement, providing continued cost controls and budget predictability for the City.

RESOLUTIONS

- a. Resolution No. 2026-157
- b. Resolution No. 2026-157—Exhibit “A”—Public Services Agreement



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a. Attachment "1"—Rowe Solutions Inc. Proposal

RESOLUTION NO. 2026-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR
TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC
SERVICES AGREEMENT WITH ROWE SOLUTIONS, INC.
FOR SENIOR NUTRITION PROGRAM MEAL
PREPARATION AND DELIVERY SERVICES

WHEREAS, the City of Escondido operates a Senior Nutrition Program at the Park Avenue Community Center that provides nutritionally balanced meals to older adults and promotes health, wellness, and social engagement within the community; and

WHEREAS, the City conducted a competitive procurement process for Senior Nutrition Program meal preparation and delivery services; and

WHEREAS, following the evaluation process, Rowe Solutions, Inc. was determined to be the highest-ranked proposer and to provide the best overall value to the City for the provision of Senior Nutrition Program meal preparation and delivery services; and

WHEREAS, Rowe Solutions, Inc. has demonstrated the qualifications, experience, operational capacity, and ability to meet the City's service requirements and applicable County of San Diego Aging and Independent Services grant requirements; and

WHEREAS, the proposed Public Services Agreement will ensure the continued provision of high-quality meal services to program participants.

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 a Public Services Agreement with Rowe Solutions, Inc., which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference, for Senior Nutrition Program meal preparation and delivery services in an amount not to exceed \$782,343 during the initial three-year term.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Nicole White
760-839-4534
("CITY")

And: ROWE SOLUTIONS, INC.
a California corporation
780 Hollister Street
San Diego, CA 92154
Attn: Francis (Frank) Rowe
619-797-5315
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties 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. CONTRACTOR 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 CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$782,342** during the Initial Term of this Agreement (Effective Date through June 30, 2029). CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. 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 CONTRACTOR with 10 days' advance written notice. CONTRACTOR 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 CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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) If CONTRACTOR 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 CONTRACTOR.
 - 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-: FSC 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.* CONTRACTOR'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 CONTRACTOR'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, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR 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.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the 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 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 CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR 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. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR 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 CONTRACTOR executes this Agreement, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, 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 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR 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 CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. 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.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. 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 CONTRACTOR 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR 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.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR 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/dprevwagedetermination.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 CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that

as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. 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 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: _____

Dane White, Mayor

ROWE SOLUTIONS, INC.

Date: _____

Francis Rowe, CEO & Secretary

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

Rowe Solutions, Inc., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with nutritionally balanced meals as part of the City's Senior Nutrition Program.

B. Location

Contractor will deliver prepared meals to the Park Avenue Community Center located at 210 E. Park Avenue, Escondido, CA 92025 (Park Avenue Community Center).

C. Services

The Contractor shall provide meal planning, preparation, delivery, and related support services for the City of Escondido's Senior Nutrition Program in accordance with the terms of this Agreement, all applicable laws and regulations, and the requirements of the Senior Nutrition Program.

1. Menu Planning and Nutritional Compliance

1.1. Collaborate with City staff in the development and approval of menus that comply with Title III of the Older Americans Act, County of San Diego AIS Nutritional Guidelines, the Older Californians Nutrition Program and the California Department of Aging Program Guide.

1.2. Prepare menus in no less than four week cycles and submit proposed menus to the San Diego County Registered Dietician for review and approval in accordance with established timelines.

1.3. Accommodate reasonable menu modifications requested by the City due to participant feedback, food availability, special events, or program needs, while maintaining nutritional compliance.

1.4. Standardize approved menu items with respect to ingredients, preparation methods, portion sizes, and delivery format.

1.5. Provide documentation for approval of new menu items prior to implementation, including ingredients, preparation method, serving method, and packaging.

2. Meal Preparation Services

2.1. Prepare congregate meals at a licensed and health inspected food preparation facility under the supervision of Contractor employees.

2.2. Comply with all applicable federal, state, County, and local laws, regulations, and food safety standards governing food procurement, preparation, handling, and sanitation.

2.3. Procure, purchase, and pay for all raw food items, ingredients, and consumable supplies required for meal preparation unless otherwise specified by the City.

2.4. Ensure meals are prepared in sufficient quantities to prevent shortages and meet required portion sizes and nutritional standards.

2.5 Provide hot congregate meals as the primary meal service format for approximately 90% of served meals.

3. Meal Delivery and Handling

3.1. Deliver prepared meals to the City designated facility at agreed upon times while maintaining required temperature controls and food safety standards.

3.2. Coordinate daily meal counts with City staff and respond promptly to approved adjustments in meal quantities.

3.3. Remedy missing, incorrect, or substandard items at no additional cost to the City.

3.4. Ensure all meals delivered on any given service day are consistent in menu items, quality, and portion sizes.

3.5. Provide meal packaging, delivery, and service in accordance with the service model described in its proposal and approved by the City.

3.6. Coordinate with City staff regarding the handling and service of meals upon deliver, providing instructions for proper portioning, handling, service and any necessary guidance to ensure compliance with nutritional and food safety requirements.

4. Quality Assurance and Food Safety

4.1. Implement and maintain quality control procedures to ensure meals meet approved specifications for safety, nutrition, and food quality.

4.2. Maintain food temperature controls and sanitation practices consistent with the California Retail Food Code and AIS requirements.

4.3. Cooperate with City, County, and State inspections, monitoring, and corrective actions as required.

4.4. Ensure that meals are presented in a manner that is appropriate, accessible, and appealing to senior participants. The meals should align with the service approach described in the Contractor's proposal.

5. Records, Reports, and Documentation

5.1. Maintain accurate records related to food procurement, meal preparation, delivery, and compliance, and make such records available to the City and AIS upon request.

5.2. Participate in and maintain required meal transport logs, temperature records, and other documentation necessary to demonstrate compliance with program and food safety requirements.

5.3. Provide data and reports required by the City or AIS to support program oversight, grant compliance, and reporting obligations.

6. Program Coordination and Cooperation

6.1. Coordinate services with City staff to support daily operations, special events, and program changes.

6.2. Respond promptly to City communications related to menus, meal counts, quality issues, or service concerns.

6.3. Support program monitoring and evaluation efforts conducted by the City or funding agencies.

7. Compliance with Funding and Program Requirements

7.1. Comply with all conditions associated with federal and County funding, including applicable provisions of the Senior Nutrition Program Agreement between the County of San Diego and the City.

7.2. Acknowledge and comply with all requirements imposed on the City by funding agencies that are applicable to subcontracted meal services.

D. **Scheduling**

Contractor will provide meal services Monday through Friday except for the following City recognized holidays:

Friday, July 3, 2026 - Independence Day (observed)

Monday, September 7, 2026 - Labor Day

Wednesday, November 11, 2026 - Veterans' Day

Thursday, November 26, 2026 - Thanksgiving Day

Friday, November 27, 2027- Day After Thanksgiving

Friday, December 25, 2026 - Christmas Day

Friday, January 1, 2027 - New Year's Day

Monday, January 18, 2027- Martin Luther King Day

Monday, February 15, 2027 – Presidents’ Day
Monday, May 31, 2027 - Memorial Day

Inquiries related to this Agreement, including scheduling or coordination matters, may be directed to Lina Ildefonso at 760-839-4207 or lina.ildefonso@escondido.gov.

E. Contract Price and Payment Terms

The total compensation under this Agreement shall not exceed **\$782,342** during the Initial Term (Effective Date through June 30, 2029).

The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as the services are performed based on the following rates:

Service	Rate Per Meal
Congregate Meal	\$7.9679
Delivery Charge	\$1.9058
All-in Congregate Meal Rate	\$9.8737

Contract Year	Volume	Total Cost
Year 1 (Oct 1, 2026 – Jun 30, 2027)	21,505 meals	\$212,333.61
Year 2 (Jul 1, 2027 – Jun 30, 2028)	28,980 meals	\$286,139.41
Year 3 (Jul 1, 2027 – Jun 30, 2028)	28,750 meals	\$283,868.46
	Total Contract Cost	\$782,341.48

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 Agreement shall be from the Effective Date through **June 30, 2029** (“Initial Term”). Services under this Agreement shall commence on **October 1, 2026**.

This Agreement includes **two successive one-year options** to extend the term of the Agreement, upon the same terms and conditions, subject to funding availability and City Council appropriation. If both options are fully exercised, the maximum total term of this Agreement shall not exceed **five years**.

If the City elects to exercise an option to renew, the City shall provide written notice to Contractor at least **60 days** prior to the expiration of the then-current term. Any renewal shall be affected by a written amendment to this Agreement in accordance with the Agreement’s amendment provisions.

Any extension of the Agreement term shall be subject to the following limitations on price increases, which shall apply only to the renewal period being exercised:

1. Possible Renewal Period One (July 1, 2029 – June 30, 2030):

For the first one-year renewal period, Contractor stipulates that any increase in pricing shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home, San Diego-Carlsbad, CA Core Based Statistical Area (CBSA), not seasonally adjusted, annual average, base period 1982–84 = 100, as published by the U.S. Bureau of Labor Statistics, measured from the annual

average for the final year of the initial term to the annual average for the first renewal period.

2. Possible Renewal Period Two (July 1, 2030 – June 30, 2031):

For the second one-year renewal period, Contractor stipulates that any increase in pricing shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home, San Diego-Carlsbad, CA Core Based Statistical Area (CBSA), not seasonally adjusted, annual average, base period 1982–84 = 100, as published by the U.S. Bureau of Labor Statistics, measured from the annual average for the final year of the preceding renewal period to the annual average for the applicable renewal period.

All price adjustments permitted under this section shall be subject to the City's written approval and shall be documented in the amendment extending the Agreement term. In no event shall price increases be automatic or guaranteed.

G. Other

As a subcontractor of the City, Contractor acknowledges and agrees that it shall be subject to all clauses, restrictions, mandates, terms, requirements, and conditions of the Older Californian's Nutrition Program Agreement between the County of San Diego and the City (referred to herein as "Contract No. 570894"), which is incorporated herein by this reference.

Contractor acknowledges that it has reviewed and shall comply with all applicable terms and requirements of Contract No. 570894 (herein incorporated by reference as Exhibit 8), including but not limited to Articles 3, 7, 8, 9, 10, 11, 12, 13, 14, 16, and section 4.16 of Article 4.

**ROWE SOLUTIONS, INC**

WE APPROACH EVERY PROBLEM WITH A SOLUTION

Response to Request for Proposal (RFP)

RFP 26-31 Senior Nutrition Program Meal Service

Due Date: August 11, 2026**SUBMITTED TO:**

Attn: Nicole White
Community Services Manager
City of Escondido
Email: nicole.white@escondido.gov

SUBMITTED BY:

Name: Rowe Solutions Inc
POC: Francis (Frank) Rowe, CEO
Phone: (619) - 797 - 5315
Email: frank@therowesolution.com
CAGE CODE: 8FQ73
SAM UEI: L188BWH8QXE3
Address: 780 Hollister St, San Diego,
CA 92154
Website: www.therowesolution.com

U.S. Small Business
Administration



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1 Cover Letter

August 11, 2026

Nicole White
Community Services Manager
City of Escondido
Community Services Department
201 N. Broadway
Escondido, CA 92025

Re: RFP No. 26-31 — Senior Nutrition Program Meal Service

Dear Ms. White:

Rowe Solutions, Inc. is pleased to submit this proposal in response to the City of Escondido's Request for Proposals No. 26-31 for the Senior Nutrition Program Meal Service at the Park Avenue Community Center. We have reviewed the RFP and all exhibits in full, take no exception to the terms of the RFP or the form Public Services Agreement (Exhibit 1), and are prepared to execute the Agreement within 30 days of award.

Rowe Solutions is a San Diego-based, veteran-founded food service and human-services company that has been preparing and delivering nutritionally compliant meals to vulnerable populations across San Diego County since 2019. We currently serve approximately 580 individuals per day with two meals each day approximately 1,160 meals per day under our City of San Diego contract (Contract No.10090426-26-V), and we provide catering and meal services to Episcopal Community Services (ECS), Union of Pan Asian Communities (UPAC), and federal customers including U.S. Customs and Border Protection. We hold active SDVOSB, SBA Disadvantaged Business, DBE, and MBE certifications, an active California State of California Department of General Services certification (Supplier ID 0000158990), and a documented past performance record of **more than \$7.5 million in verified federal and state past performance, including more than \$4.7 million in California state-funded meal services.**

Our proposal is responsive to the full Project Description and Scope of Services. We will collaborate with City staff to develop AIS-compliant menus on four-week cycles, prepare an average of 115 congregate meals each weekday at our Health Inspected San Diego County facility, accommodate ± 10 meal adjustments per day with same-day notice by 9:00 a.m., scale to approximately 150 meals for up to four special holiday or event meals per year, and deliver meals to the Park Avenue Community Center no later than 11:00 a.m. each service day in compliance with the County of San Diego AIS Food Temperature Documentation procedure (Exhibit 5) and California Retail Food Code temperature standards (135°F hot / 41°F cold). We acknowledge that, as a subcontractor of the City, we will be subject to all applicable provisions of Contract No. 570894 between the County of San Diego and the City, including Articles 3, 7, 8, 9, 10, 11, 12, 13, 14, and 16.



Frank Rowe, founder and CEO, will serve as the Project Manager and the City's single point of contact for this contract. Frank may be reached at (619) 797-5315 or frank@therowesolution.com.

Rowe Solutions has read, understood, and agrees to all terms and conditions contained in this RFP, including all exhibits. We affirm that this proposal is genuine and non-collusive; a signed Non-Collusion Declaration (Exhibit 9) is included with this proposal. Pricing in this proposal is firm and held open for 90 days from the Submission Deadline.

We thank the City of Escondido for the opportunity to support the seniors of the Park Avenue Community Center, and we look forward to building a long-term partnership in support of the Older Americans Act program goals.

Sincerely,

Francis Rowe

Frank Rowe,
Chief Executive Officer
780 Hollister St,
San Diego, CA 92154
Phone: +1 (619) - 797 – 5315
Email: frank@therowesolution.com



2 Qualifications and Experience

2.1 Company Background

Rowe Solutions, Inc. is a San Diego-headquartered food service, nutrition, and human-services company founded in 2019. The company was founded by Francis (Frank) Rowe, a U.S. military veteran. Frank started Rowe Solutions after personally experiencing homelessness following his military service, an experience that shapes how the company designs and delivers programs for vulnerable populations, including older adults living on fixed incomes.

Rowe Solutions has grown into a multi-million-dollar food service operation serving congregate meal programs, transitional housing programs, detainee meal programs, and federal dining facilities. As of the date of this proposal, Rowe Solutions has reported approximately \$716,000 in year-to-date revenue (January through April 2026), with an annualized run rate of approximately \$2.1 million. Our verified federal and state past performance exceeds \$7.5 million across active and completed contracts.

Corporate Identification and Certifications

Legal Name	Rowe Solutions, Inc.
Entity Type	California Corporation
Address	780 Hollister St, San Diego, CA 92154
Year Founded	2019
SAM UEI	L188BWH8QXE3
CAGE Code	8FQ73
California DGS Supplier ID	0000158990 (SB MB DVBE SB-PW)
Certifications	SDVOSB, SBA Disadvantaged Business (8(a) pathway), DBE, MBE
Primary Contact	Francis (Frank) Rowe, Founder & CEO
Phone	(619) 797-5315
Email	frank@therowesolution.com
Website	www.therowesolution.com

Core Senior Nutrition and Congregate Meal Capabilities

Rowe Solutions operates from a licensed, Health Inspected commercial food preparation facility in San Diego County. The facility supports preparation of more than 1,160 meals per day in compliance with the California Retail Food Code, with full HACCP-based food safety protocols, calibrated temperature monitoring at every Critical Control Point (CCP), and an active food safety management program led by ServSafe-certified personnel. We are equipped and routinely staffed to handle the average daily volume



of 115 meals required by this RFP, plus the surge requirement of approximately 150 meals on special holiday or event days.

- **Older Americans Act program experience:** Rowe Solutions personnel have direct, hands-on experience supporting senior nutrition programs administered under Title III-C of the Older Americans Act and the County of San Diego Aging & Independence Services (AIS) Nutritional Guidelines.
- **Volume capacity:** Our City of San Diego meal contract (Contract 10090426-26-V) serves approximately 580 individuals per day with two meals daily — roughly 1,160 meals per day. That production scale is approximately ten times the average daily volume required under this RFP, demonstrating substantial excess capacity to support Escondido's 115-meal daily requirement and the periodic 150-meal special-event surges.
- **Geographic proximity:** Our San Diego production facility at 780 Hollister Street is approximately 50 to 60 minutes from the Park Avenue Community Center under normal weekday morning traffic. Our 9:30 a.m. load-out schedule provides a 90-minute delivery window, with NSF-rated insulated carriers that maintain food temperatures well above the 135 degree F standard throughout the full transit
- **Regulatory familiarity:** We have an established working relationship with the County of San Diego Health & Human Services Agency, AIS, and County Department of Environmental Health, and we are familiar with the AIS Food Temperature Documentation Procedure Memo (Exhibit 5).
- **Stability and continuity:** As a contractor working continuously since 2019 with an in-house production facility and dedicated drivers, we are not dependent on volatile third-party kitchens or staffing agencies to perform this work.

Key Personnel for This Contract

Role	Name	Responsibility
Project Manager / Single POC	Francis (Frank) Rowe	Overall contract performance, City coordination, escalation, contract administration, AIS compliance.
Food Service Manager	Assigned upon award	Daily kitchen operations, menu execution, temperature documentation review, corrective action.
Lead Cook	Assigned upon award	Production supervision, portion-size standardization, recipe compliance, food safety at point of preparation.
Registered Dietitian Nutritionist / Culinary Nutritionist	Kelly Powers, MA, RDN	Menu review, nutrient analysis, nutritional compliance support, and nutrition-focused guidance for the proposed Senior Nutrition Program.



Delivery Driver	Dedicated route assignment	On-time delivery to Park Avenue Community Center; Meal Transport Log; temperature documentation at delivery.
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Personnel costs for menu consultant review services are absorbed in Rowe Solutions' general and administrative overhead and are not separately billed to the City under this contract.

2.2 Relevant Past Performance: Four Comparable Projects

Rowe Solutions submits the four projects below as representative current and past performance comparable in size and scope to the City of Escondido Senior Nutrition Program. Additional references and contract documentation will be furnished upon request.

Current Contract #1 — Georgia Air National Guard / Savannah Combat Readiness and Training Center (CRTC)

Customer	DFAC Services, Savannah CRTC
Contract Number	W50S7026QA002
Role	Prime Contractor
Period of Performance	Active, multi-year
Daily Service Volume	Supports variable meal volumes ranging from 1–500 PAX and 501–1,000 PAX across breakfast, lunch, dinner, and midnight meal service periods.
Scope	Provision of full-service dining facility operations for Savannah CRTC, including meal preparation and service, carry-out service, box meals, catering to on-base locations, cashiering, table bussing, cleaning and sanitation, food accountability, quality control, and staffing support for visiting unit exercises. The requirement includes rapid mobilization with minimum one-week notice and compliance with Air Force food service standards, ServSafe requirements, FDA Food Code, and applicable AFI/AFMAN requirements
Reference	Name: Andrew Smith, Contracting Officer Address: 1401 Robert B Miller Jr Dr, Garden City, GA 31408-9001 Email: andrew.smith.261@us.af.mil Telephone: (912) 963-3552



Past Performance #1 — City of San Diego, Meal Service Contract

Customer	City of San Diego
Contract Number	10090426-26-V (amended July 2025, NTE \$5.6M)
Role	Prime Contractor
Period of Performance	Active, multi-year
Daily Service Volume	Approximately 580 individuals served per day, two meals per day, approximately 1,160 meals delivered daily
Scope	Daily preparation and delivery of nutritionally balanced meals to City of San Diego program participants, including menu planning, food safety documentation, temperature-controlled transport, and same-day count adjustments.
Relevance to Escondido RFP	Direct relevance — same County jurisdiction, same temperature documentation framework, approximately ten times the daily meal volume required by Escondido, same delivery and quality assurance model.
Reference	Name: Oscar Garcia Address: 1200 Third Avenue, Suite 200 San Diego, California 92101 Email: olgarcia@sandiego.gov Telephone #: (619) 236-6037

Past Performance #2 — California Department of Forestry and Fire Protection (CAL FIRE)

Customer	State of California (CAL FIRE)
Contracts	CAL FIRE CFTC South (\$474,180, 2021–2022); Firefighter Training Catering (\$200,000, 2020–2021); Firefighter Training Catering (\$226,212, 2020); Meals Contracts (\$9,993 each, 2020)
Role	Prime Contractor — State of California Department of General Services Supplier ID 0000158990
Cumulative Value	Approximately \$920,000 in active state past performance; total state-level past performance of approximately \$4,722,878 across all California meal contracts (including FY 22/23 Catering Services awards totaling \$3,802,500)



Scope	High-volume meal preparation and delivery to State of California firefighter training and incident-support sites, including menu planning, large-batch cooking, temperature-controlled delivery, and compliance with State of California food service requirements.
Relevance to Escondido RFP	Demonstrates ability to plan menus, prepare large batches consistently, deliver on schedule, and meet State of California public-sector food service standards over multi-year engagements.
Reference	Christopher Cabanes Christopher.Cabanes@fire.ca.gov Contract Analyst - BSO 710 Riverpoint Court West Sacramento, CA 95605 (916) 894-9855 Office

Past Performance #3 — U.S. Customs and Border Protection (CBP), El Centro Sector

Customer	U.S. Customs and Border Protection (Department of Homeland Security)
Contract Number	Blanket Purchase Agreement 70B03C20A00000026 (BPA #20143038)
Role	Prime Contractor , Task Order Holder
Period of Performance	Active, 17 task orders under BPA; 14 revenue-generating
Cumulative Value	Approximately \$2.79 million in net obligated value across CBP task orders; total verified federal past performance approximately \$2.92 million (USASpending.gov verified May 2026)
Scope	Recurring meal preparation and delivery for federal detainee meal programs; compliance with federal contracting requirements, temperature documentation, sanitation, and reporting.
Relevance to Escondido RFP	Demonstrates rigorous food safety compliance, federal-grade documentation, large-volume recurring delivery, and an established track record of on-time performance under government contracts.
Reference	Mariaelena Marquez, Mission Support Specialist Phone: 619-216-4104 Email: Mariaelena.Marquez@cbp.dhs.gov

Additional Relevant Experience

- **Episcopal Community Services (ECS)** Active catering and meal services for ECS participants in central San Diego. Signed MOU. Direct workforce pipeline (ECS participants are hired into Rowe Solutions' kitchen operations).



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- **Union of Pan Asian Communities (UPAC)** Active monthly meal services for UPAC housing residents.
 - **McAlister Institute** Frank Rowe serves as a Board Member of McAlister Institute, which serves more than 13,000 substance-use clients annually. Food service support relationships extend through this network.

3 Menu Planning and Nutritional Compliance

Rowe Solutions will collaborate with City of Escondido staff to develop nutritionally balanced four-week-cycle menus that meet all requirements of Title III of the Older Americans Act, the County of San Diego Aging & Independence Services (AIS) Nutritional Guidelines, the Older Californians Nutrition Program, and the California Department of Aging Program Guide. Our approach is structured around three principles: (1) nutrient targets drive menu design; (2) menus are reviewed and signed by a Registered Dietitian before they are submitted to the City; and (3) menus are written in the standardized format required by AIS (Exhibit 2).

Registered Dietitian Nutritionist Oversight

Kelly Powers, MA, RDN, provides Rowe Solutions' nutrition and menu-analysis support for the proposed program. She will review menu composition, nutrient analysis, recipes, and meal-plan considerations to support nutritional alignment with applicable program requirements.

Kelly's review will occur as part of Rowe Solutions' internal quality-control process before menus are submitted through the applicable City/County/AIS review and approval process.

3.1 Compliance Targets We Will Meet on Every Meal

Each meal will provide at least one-third of the Dietary Reference Intakes (DRIs) as required by Section 339 of the Older Americans Act, and will be designed to the Older Californians Nutrition Program targets summarized below (per meal):

Nutrient	Per-Meal Target	Source / Standard
Calories (Kcal)	550 – 650	AMDR / Older Californians Nutrition Program
Protein (g)	≥ 15 g (from protein + dairy/soy alternatives)	RDA
Fat (% of total calories)	20 – 35%	AMDR
Saturated Fat (% of cals)	≤ 10%	Dietary Guidelines for Americans
Fiber (g)	≥ 7 (weekly average)	AI
Calcium (mg)	≥ 400 (weekly average)	RDA
Sodium (mg)	≤ 760 mg per meal, averaged over the weekly menu cycle; meals containing ≥ 1,000 mg sodium will not exceed one	AI / CDRR



	meal per week and will be identified as required by AIS. .	
Vitamin A (mcg RAE)	≥ 233 (2–3 meals out of 5 per week)	RDA
Vitamin C (mg)	≥ 25	RDA
Vitamin D (IU)	200 weekly average	RDA
Vitamin B12 (mcg)	0.8 weekly average	RDA

Per AIS guidelines, sodium $\geq 1,000$ mg meals will be limited to no more than one per week and clearly identified on the menu with the AIS-required saltshaker icon.

3.2 Servings Pattern (Older Californians Nutrition Program 1,600-Calorie Dietary Pattern)

Each meal will be designed to deliver the following servings:

Food Group	Servings per Meal	Examples / Notes
Vegetables	1 – 2 servings	Includes dark-green, red/orange, beans/peas/lentils, starchy, and other subgroups across the week. Vitamin A-rich vegetables 2–3 meals/week.
Fruits	1 serving	Daily; fresh fruit served daily or as required by AIS.
Grains	1 – 2 servings	At least one-half of weekly grains as whole grains.
Dairy / Fortified Soy Alternatives	1 serving	8 oz milk, yogurt, or fortified soy beverage, or 1½ oz cheese.
Protein Foods	1 serving ($\approx$ 2 oz equivalent)	Meat, poultry, seafood, eggs, beans/tofu, nuts/seeds, or seed butter.

3.3 Menu Development and Approval Workflow

Our menu development process follows the chronological flow required by the RFP and Exhibit 7 (Title 22, CCR §7638.5):

- **Step 1 Draft (six weeks before service month).** The Food Service Manager drafts a four-week cycle menu in the AIS Title III-C Menu format (Exhibit 2), populating protein, vegetables, fruit, grains, dairy/fortified soy alternatives, beverage, optional dessert/condiments, and sodium and vitamin totals.



- **Step 2 Nutrient analysis.** A registered dietitian performs a detailed nutritional analysis verifying each per-meal target and each weekly average target.
- **Step 3 Cultural appropriateness review.** The menu is reviewed for cultural and ethnic appropriateness in line with the participant demographics communicated by City staff (Title 22, §7638.5(d)(4)).
- **Step 4 RD signature and AIS submission.** The registered dietitian signs the menu. We submit the menu to the San Diego County Registered Dietitian for AIS approval per Scope of Work Section C(1.2).
- **Step 5 City submission by the 1st of the prior month.** We deliver the approved menu to City staff by the first of the month preceding service (RFP Section C(2)). City staff have an opportunity to request changes; we accommodate reasonable changes and re-submit if substantive revisions are made.
- **Step 6 Posting and standardization.** Once final, the menu is locked. Every menu item is standardized to ingredient list, preparation method, portion size, and delivery format (RFP Section C(17)). We post the menu in a participant-friendly format to support Title 22 §7638.5(d) (2).

Menu Development and Approval Workflow





3.4 Menu Change Management

We will accommodate reasonable menu changes requested by the City with no less than one week's notice (RFP Section C(16)). For special event or holiday menus, we will work from a Special Event meal schedule provided by the City up to two months in advance (RFP Section C(15)). If we determine that we cannot comply with a requested change, we will communicate the reason for non-compliance to the City within 24 hours of receipt of the request and propose a reasonable compromise. All new menu items must be approved by the City before use, and we will provide ingredients, preparation method, serving method, and proposed packaging for each new item under consideration.

3.5 Special Dietary Considerations

- **Diabetic-friendly options.** Menus will be designed with controlled simple carbohydrates and emphasize whole grains, lean proteins, and high-fiber vegetables consistent with the dietary needs of a senior congregate population.
- **Reduced sodium.** We will not exceed the AIS weekly sodium target of 760 mg per meal and will use herb-and-citrus seasoning approaches in place of salt where possible.
- **Texture-modified options.** Where requested in advance, we can provide softer-texture entrée alternatives to support participants with chewing or dental constraints, without altering the published menu for the broader population.
- **Allergens.** All menus will identify common allergens (dairy, soy, gluten, tree nuts) so the City can communicate allergen information to participants.

3.6 Four-Week Cycle Menu (Sample)

WEEK 1

Day	Food Item	Portion	Category
MONDAY	Spaghetti with Meat Sauce (lean ground beef, marinara)	3 oz	Protein
	Spaghetti Noodles	2 oz dry	Grain • WG
	Mixed Vegetables (w/ carrots)	0.5 cup	Vegetable • High Vit A
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Butter Packet	2 pkt	Other
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
TUESDAY	Teriyaki Chicken (low-sodium sauce)	0.5 cup	Protein
	Steamed Spinach	1 cup	Vegetable • Dark Green



	Carrots	0.5 cup	Vegetable • High Vit A
	Brown Rice	0.5 cup dry	Grain • WG
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
WEDNESDAY	Chicken Pot Pie Bake (chicken breast + gravy)	0.5 cup	Protein
	Biscuit	1 ct	Grain
	Mixed Vegetables (w/ carrots)	0.5 cup	Vegetable • High Vit A
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
THURSDAY	Baked Cod (lemon herb, reduced-sodium)	0.5 cup	Protein
	Steamed Cabbage	0.5 cup ckd	Vegetable
	Carrots	0.5 cup	Vegetable • High Vit A
	Brown Rice	0.5 cup dry	Grain • WG
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
FRIDAY	Beef Enchiladas (reduced-sodium sauce, part-skim cheese)	1 ea	Protein
	Black Beans (reduced-sodium)	0.5 cup	Veg / Protein • Fiber
	Corn	1 cup	Vegetable
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy

WEEK 2

Day	Food Item	Portion	Category
MONDAY	Baked Chicken (skinless breast)	0.5 cup	Protein
	Boil-in-Bag Mashed Potatoes	0.5 cup	Vegetable
	Mixed Vegetables (w/ carrots)	0.5 cup	Vegetable • High Vit A
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Butter Packet	2 pkt	Other



	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
TUESDAY	Chili Mac (chili con carne, mac, shredded cheese)	0.75 cup	Protein
	Corn	0.5 cup	Vegetable
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
WEDNESDAY	Chicken Chow Mein (chicken breast, sauce)	0.5 cup	Protein
	Bok Choy	2 cups	Vegetable • Dark Green
	Shredded Carrots	0.5 cup	Vegetable • High Vit A
	Whole Wheat Spaghetti Noodles	2 oz dry	Grain • WG
	Fortune Cookie	1 ct	Other
	Diced Pineapple	0.5 cup	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
THURSDAY	Beef Stroganoff (lean ground beef, cream of mushroom)	3 oz	Protein
	Rotini Noodles (whole wheat)	3 oz dry	Grain • WG
	Mixed Vegetables (w/ carrots)	0.5 cup	Vegetable • High Vit A
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
FRIDAY	Sloppy Joe (lean ground beef, low-sodium BBQ)	4 oz	Protein
	Whole Wheat Hamburger Bun	1 ea	Grain • WG
	Diced Bell Peppers (sautéed)	4 oz	Vegetable • High Vit C
	Peaches in Juice Cup (drained)	0.5 cup	Fruit
	1% Milk Carton	8 oz	Dairy

WEEK 3

Day	Food Item	Portion	Category
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MONDAY	Salisbury Steak (lean ground beef patty, brown gravy)	4 oz	Protein
	Boil-in-Bag Mashed Potatoes	0.5 cup	Vegetable
	Mixed Vegetables (w/ carrots)	0.5 cup	Vegetable • High Vit A
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
TUESDAY	Tuna Noodle Casserole (light cream sauce)	0.5 cup	Protein
	Penne Pasta (whole wheat)	3 oz	Grain • WG
	Broccoli (steamed)	0.5 cup	Vegetable • High Vit C
	Fresh Pear (medium)	1 ea	Fruit
	1% Milk Carton	8 oz	Dairy
WEDNESDAY	Chicken Cheesy Rice Bake (chicken breast, part-skim cheese)	0.5 cup	Protein
	Brown Rice	0.5 cup dry	Grain • WG
	Broccoli (steamed)	0.5 cup	Vegetable • High Vit C
	Fresh Banana (medium)	1 ea	Fruit
	1% Milk Carton	8 oz	Dairy
THURSDAY	BBQ Chicken (skinless breast, low-sodium BBQ)	0.5 cup	Protein
	Baked Beans (reduced-sodium)	0.5 cup	Veg / Protein • Fiber
	Coleslaw (cabbage + carrot, light dressing)	1 cup	Vegetable • High Vit A
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
FRIDAY	Chicken Fajita Plate (chicken breast, sautéed peppers)	0.5 cup	Protein
	Black Beans (reduced-sodium)	0.5 cup	Veg / Protein • Fiber
	Bell Peppers (sautéed)	4 oz	Vegetable • High Vit C
	Whole Wheat Tortillas	2 ea	Grain • WG
	Shredded Cheese (part-skim)	1 oz	Dairy



	Fresh Apple (medium)	1 ea	Fruit
	1% Milk Carton	8 oz	Dairy

WEEK 4

Day	Food Item	Portion	Category
MONDAY	Mushroom Chicken (chicken breast, cream of mushroom)	0.5 cup	Protein
	Brown Rice	0.5 cup dry	Grain • WG
	Mixed Vegetables (w/ carrots)	1 cup	Vegetable • High Vit A
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
TUESDAY	Greek Chicken (chicken breast, herbs)	0.5 cup	Protein
	Frozen Vegetable Blend	1 cup	Vegetable
	Whole Wheat Pita Bread	1 slice	Grain • WG
	Hummus (individual cup)	2 oz	Other • Fiber
	Diced Cantaloupe	0.5 cup	Fruit • High Vit A/C
	1% Milk Carton	8 oz	Dairy
WEDNESDAY	Goulash (lean ground beef, marinara, mac)	3 oz	Protein
	Mac Noodles (whole wheat)	2 oz	Grain • WG
	Broccoli (frozen, steamed)	0.5 cup	Vegetable • High Vit C / Dark Green
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy
THURSDAY	Deconstructed Shepherd's Pie (lean ground beef, brown gravy)	4 oz	Protein
	Boil-in-Bag Mashed Potatoes	0.5 cup	Vegetable
	Mixed Vegetables (w/ carrots)	1 cup	Vegetable • High Vit A
	Whole Grain Dinner Roll	1 ea	Grain • WG
	Fresh Strawberries	0.5 cup	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy



FRIDAY	Chicken Tortilla Soup (chicken breast, broth, beans)	0.75 cup	Protein
	Black Beans (reduced-sodium)	0.5 cup	Veg / Protein • Fiber
	Corn	0.5 cup	Vegetable
	Whole Wheat Tortillas	1 ea	Grain • WG
	Shredded Cheese (part-skim)	1 oz	Dairy
	Fresh Orange (medium)	1 ea	Fruit • High Vit C
	1% Milk Carton	8 oz	Dairy

WG = Whole Grain. All meals are served with condiments (salt-free seasoning, pepper, low-sodium dressing) per AIS guidelines. White rice is substituted with brown rice, and refined pasta/tortillas with whole-wheat equivalents, to satisfy the $\geq \frac{1}{2}$ whole-grain requirement. Fruit selections align every meal with a high-Vitamin C fruit or vegetable to meet the ≥ 25 mg/meal target.

3.7 Estimated Per-Meal Nutritional Analysis, 4-Week Cycle

The following analysis estimates calories, protein, sodium, Vitamin D, and Vitamin B12 for each meal in the four-week cycle. Calorie figures include the entrée from the approved ingredient list plus an 8 oz carton of 1% milk (~100 kcal) and one fruit serving (~60–90 kcal). All entrée and side portions shown are final serving quantities, already adjusted to land each meal within the 550–650 kcal contract range and the ≤ 760 mg weekly sodium average..

Meal	Calories (kcal)	Protein (g)	Sodium (mg)	Vit. D (IU)	Vit. B12 (mcg)
W1 MON — Spaghetti w/ Meat Sauce	625	24	620	120	3.2
W1 TUE — Teriyaki Chicken	615	26	660	120	1.5
W1 WED — Chicken Pot Pie Bake	605	26	650	120	1.5
W1 THU — Baked Cod	590	28	400	170	2.2
W1 FRI — Beef Enchiladas	640	28	760 †	120	3.4
Week 1 Average	615	26.4	618	130	2.4
W2 MON — Baked Chicken	615	28	690	120	1.5

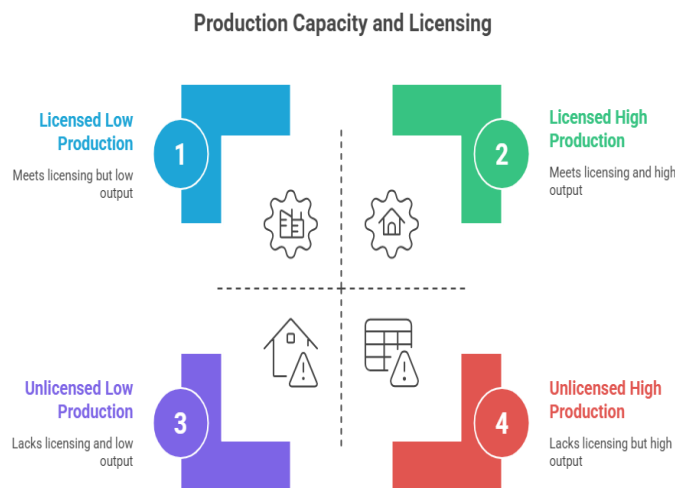
W2 TUE — Chili Mac	600	26	690	120	3.4
W2 WED — Chicken Chow Mein	620	26	660	120	1.5
W2 THU — Beef Stroganoff	605	26	640	120	3.2
W2 FRI — Sloppy Joe	625	25	770 †	120	3.2
Week 2 Average	613	26.2	690	120	2.6
W3 MON — Salisbury Steak	610	27	690	120	3.2
W3 TUE — Tuna Noodle Casserole	615	29	630	160	3.7
W3 WED — Chicken Cheesy Rice Bake	600	26	650	120	1.7
W3 THU — BBQ Chicken	625	28	710	120	1.5
W3 FRI — Chicken Fajita Plate	640	32	730	120	1.7
Week 3 Average	618	28.4	682	128	2.4
W4 MON — Mushroom Chicken	620	27	680	120	1.5
W4 TUE — Greek Chicken	635	30	660	120	1.5
W4 WED — Goulash	610	26	620	120	3.2
W4 THU — Deconstructed Shepherd's Pie	625	28	700	120	3.2
W4 FRI — Chicken Tortilla Soup	620	28	770 †	120	1.7
Week 4 Average	622	27.8	686	120	2.2
4-Week Cycle Average	617	27.2	669	125	2.4

4 Meal Preparation, Quality Control, and Food Safety

Rowe Solutions operates from a licensed, Health Inspected commercial food preparation facility in San Diego County. All meals delivered to the Park Avenue Community Center under this contract will be prepared at this facility, under the direct supervision of Rowe Solutions employees, in compliance with the California Retail Food Code, federal and County food safety regulations, and the AIS Food Temperature Documentation Procedure (Exhibit 5).

4.1 Production Facility and Licensing

• **Facility location.** 780 Hollister Street, San Diego, CA 92154, approximately 50 to 60 minutes from the Park Avenue Community Center under normal weekday morning traffic. Load-out is scheduled at 9:30 a.m. to ensure arrival by 10:45 a.m., providing a 15-minute buffer before the 11:00 a.m. delivery deadline.



• **Health Inspected.** The facility is permitted by the County of San Diego Department of Environmental Health and is inspected on the County's regular inspection schedule. We currently hold an A rating. The most recent Health Inspection Report will be furnished to the City upon award.

• **Food handler certifications.** All kitchen personnel hold current California Food Handler Cards. The Food Service Manager and

Lead Cook hold ServSafe Food Protection Manager certifications. Licenses, permits, and Food Handler Cards are posted in a prominent location within the preparation area as required by RFP Section C(4).

• **Production capacity.** The facility currently produces approximately 1,160 meals per day (580 individuals × two meals daily) under our City of San Diego contract. The additional ~115 daily meals plus periodic 150-meal surge required by this RFP is approximately a 10% increment over our current production, well within existing capacity without additional infrastructure or staffing investment.

• **Supply chain.** We maintain established vendor relationships with regional food distributors (produce, protein, dairy, dry goods) with redundant suppliers in each major category to mitigate single-source supply risk.

4.2 Preparation Practices and Portion Standardization

Rowe Solutions standardizes every approved menu item in a recipe card system that locks ingredients, preparation method, equipment, time and temperature, portion size, bulk-pan fill levels, and packaging. Consistent with the City's confirmed on-site serving model, meals are transported in bulk pans for portioning and plating by City kitchen staff at the Park Avenue Community Center; Rowe Solutions does not individually plate meals prior to delivery. Standardized recipe cards are posted at each production station. This ensures that:

- Every meal delivered on a given day contains identical ingredients (RFP Section C(17)).
- Portion sizes meet the nutritional requirements communicated to the City with each menu (RFP Section C(7)).



- Fresh or frozen vegetables are cooked only to the point of tenderness at the time of delivery, never overcooked (RFP Section C(6)).
- Fresh fruit is served daily or as required by AIS (RFP Section C(6)).
- No meals are delivered overcooked or undercooked; the Food Service Manager personally inspects each batch before transport.

4.3 Quality Assurance Procedures

Quality is monitored at four checkpoints daily. Discrepancies trigger immediate corrective action, documented on a Daily Quality Log.

Checkpoint	Responsible Role	Action and Documentation
Receiving (raw ingredients)	Lead Cook	Visual inspection, temperature check on refrigerated/frozen items, rejection of out-of-spec product. Logged on Receiving Sheet.
End of cooking	Cook on duty	Internal cook temperature recorded on Temp Log; confirms $\geq 135^{\circ}\text{F}$ hot hold or pathogen-kill temp for the menu item.
Pre-load (loading transport carriers)	Food Service Manager	Portion check, bulk-pan fill check, allergen check, temperature check; signs Meal Transport Log (Exhibit 6).
Delivery to Park Avenue CC	Driver + City Staff	Joint temperature check at point of delivery; City staff signs receipt; any discrepancies noted on the Meal Transport Log per RFP Section C(11) and C(19).

4.4 Food Safety Protocols (AIS Exhibit 5 Compliance)

We will document food temperatures at every Critical Control Point identified in the County of San Diego HHSA Aging & Independence Services Food Temperature Documentation Procedure Memo (Exhibit 5):

- **Completion of cooking/preparation** recorded on the temp log.
- **Removal from hot/cold holding into carriers** recorded on temp log.
- **Upon delivery to the Park Avenue Community Center** — recorded on Meal Transport Log (Exhibit 6).
- **Before serving (if holding > 30 minutes)** to be coordinated with City service staff.
- **During service (every 30 minutes)** to be coordinated with City service staff.

Temperature Standards: Hot foods are held at 135°F or above; cold foods are held at 41°F or below (Exhibit 5 / California Retail Food Code). Every Potentially Hazardous Food (PHF) item is temperature- checked. If multiple pans of the same item are prepared, we temp all pans to ensure each one meets standard.

Documentation Standards: Every temperature record includes actual temperature, date and time, and the initials of the employee or volunteer recording it. Records are retained for the required period (six months for Date/Time/Temperature/Initial-only logs; one year after the applicable fiscal year for Meal Transport Records and Monthly Menu sheets that include meals sent, meals served, supply orders, or other information).

Equipment Logs: We maintain refrigeration and freezer temperature logs (at facility opening and closing), dishwasher logs (per California Retail Food Code temperature and sanitization standards), and a Cooling Log Sheet consistent with the San Diego County Department of Environmental Health template referenced in RFP Section C(11).

Thermometers: Food thermometers are readily available in every preparation and food service area. Thermometers are calibrated weekly using the ice-point method and the calibration is logged.

4.5 Sanitation, Pest Control, and Recordkeeping

- **Sanitation.** Daily opening and closing sanitation checklists are completed by the Food Service Manager. All food-contact surfaces are sanitized to California Retail Food Code standards. Dishwashing equipment is monitored and documented per the Dishwasher Log.
- **Pest control.** Monthly licensed pest control service with inspection reports retained on file and available for City review.
- **Inspection cooperation.** Rowe Solutions will allow the City and AIS to access purchase documents, records, and food preparation, packaging, and storage areas at any reasonable time, per RFP Section C(8).
- **Records retention.** All food procurement, preparation, delivery, and compliance records are retained in accordance with County and AIS requirements and made available to the City and AIS upon request, per Scope of Work Section C(5).

4.6 Health Inspection History

Rowe Solutions prepares all meals at a licensed commercial food preparation facility that is permitted and routinely inspected by the County of San Diego Department of Environmental Health (DEH). The facility maintains active Health Inspected status and operates in continuous compliance with the California Retail Food Code. Required licenses, permits, and Food Handler Cards are posted prominently within the meal preparation area, and a ServSafe-certified management team oversees the facility's HACCP-based food safety program.

The facility has maintained Health Inspected status in good standing throughout its performance of public-sector meal contracts. In accordance with RFP Section C(4), Rowe Solutions will provide a copy of its most recent health inspection report to the city upon request.

5 Delivery and Logistics Plan

Rowe Solutions will deliver prepared meals to the Park Avenue Community Center, 210 E. Park Avenue, Escondido, CA 92025, no later than 11:00 a.m. Monday through Friday,



except on City-recognized holidays listed in Exhibit 4. Our delivery operation is built around three principles: (1) protect temperature integrity from kitchen to point of delivery; (2) coordinate proactively with City staff on counts, special events, and changes; and (3) build contingency into every delivery so a single point of failure cannot cause a missed delivery.

5.1 Daily Delivery Window and Schedule

Service Days	Monday through Friday, except City-recognized holidays (Exhibit 4).
Delivery Deadline	11:00 a.m. at the Park Avenue Community Center.
Target Arrival Window	10:30 a.m. – 10:55 a.m. (built-in 5- to 30-minute buffer ahead of the 11:00 a.m. deadline).
Load-Out from Kitchen	9:30 a.m. (allows for traffic, equipment delays, last-minute additions).
Final Count Cutoff	9:00 a.m. day-of-service, per RFP Section C(3). Adjustments of up to ± 10 meals are accommodated within this window.
Special Events	Up to 4 events per year at approximately 150 meals each; menu and quantity locked at least 1 week in advance for menu items and up to 2 months in advance for event scheduling.

5.2 Order Management Workflow

- **Weekly preview.** Each Friday, Rowe Solutions and City staff confirm the upcoming week's projected daily meal counts, special events, and menu deviations, in accordance with the ordering schedule agreed upon at contract start (RFP Section C(3)).
- **Day-prior confirmation.** By 3:00 p.m. the business day before service, City staff provide initial estimated counts; we begin production planning.
- **Day-of-service final count (9:00 a.m. cutoff).** City staff confirm the final count by 9:00 a.m. on the day of service. We accommodate ± 10 meals from the prior-day estimate per RFP Section C(3).
- **Same-day surge support.** If the day-of count exceeds the prior estimate by more than 10 meals, we will make reasonable best efforts to fulfill the surge from on-hand inventory and communicate ability to do so within 30 minutes.

5.3 Transport — Temperature, Equipment, and Vehicle

- **Transport equipment.** Insulated NSF-rated hot food carriers and cold food carriers are used for every delivery. Hot carriers maintain $\geq 135^{\circ}\text{F}$; cold carriers maintain $\leq 41^{\circ}\text{F}$ throughout transport per AIS Exhibit 5. The delivery route runs approximately 88 miles round trip between our San Diego production facility and the Park Avenue Community Center via I-805 N to I-15 N. Because the City's



on-site equipment (two hot boxes and a four-compartment steam table) is designed to hold food at temperature rather than reheat it, our carriers are loaded to arrive already at serving temperature, consistent with the City's confirmed operating model.

- **Vehicle.** Dedicated delivery vehicle assigned to the Escondido route, with backup vehicle available. Driver time is budgeted at 3 hours per service day (drive round trip plus load/unload), targeting delivery between 10:45 and 11:00 a.m. so meals are in place ahead of the Center's approximately 11:30 a.m. congregate service. Milk and cold side items are handed off to fit within the Center's existing on-site refrigeration (a 33.2 cu. ft. unit for milk and a 21 cu. ft. unit for sides), coordinated with City kitchen staff at each delivery.
- **Driver training.** All delivery drivers hold California Food Handler Cards and are trained on the AIS Meal Transport Log (Exhibit 6) and on the chain-of-custody handoff at the Park Avenue Community Center.
- **Temperature documentation at delivery.** Driver and City staff jointly record temperatures of all PHF items on the Meal Transport Log at the point of delivery. The City signs the receipt. Discrepancies are noted on the receipt form by City staff per RFP Section C(19).
- **Short / missing items.** Per RFP Section C(5), any items missing or shorted will be delivered to the City immediately upon notification by City staff. Substandard items are replaced at no cost to the City.

5.4 Coordination with City Staff

- **Primary contact (City-side).** Lina Ildefonso, Park Avenue Community Center, 760-839-4207, lina.ildefonso@escondido.gov, per Scope of Work Section D.
- **Primary contact (Contractor-side).** Francis (Frank) Rowe, Project Manager, (619) 797-5315, frank@therowesolution.com.
- **Daily delivery handoff.** Driver and a designated City staff member jointly walk through the delivered items, record temperatures on the Meal Transport Log, count menu items by line (e.g., "salad" and "dressing" listed separately as required by RFP Section C(19)), and sign the receipt.
- **Issue escalation.** Any in-day issue (delay, shortage, quality concern) is reported immediately by the driver to the Food Service Manager and to City staff. The Project Manager is on call for any escalation that cannot be resolved at the line level.

5.5 Contingency Planning

We have built three layers of redundancy into our operations to ensure delivery is not interrupted by routine operational disruptions:

- **Equipment redundancy.** Backup hot/cold carriers, backup delivery vehicle, and backup refrigeration capacity at the production facility. Any single piece of equipment can fail without halting service.
- **Staffing redundancy.** Cross-training of cooks and drivers ensures coverage during illness or vacation. Lead Cook and Food Service Manager roles each have a trained back-up.



- **Supply chain redundancy.** At least two qualified vendors per major commodity category (protein, produce, dairy, dry goods). If a primary vendor experiences a stock-out, we shift to the secondary vendor without menu deviation in most cases.

5.6 Holiday and Special Event Logistics

- **Recognized holidays.** We will not deliver on the holidays listed in Exhibit 4 (Independence Day observed 7/3/2026, Labor Day 9/7/2026, Veterans' Day 11/11/2026, Thanksgiving 11/26/2026, Day After Thanksgiving 11/27/2026, Christmas 12/25/2026, New Year's Day 1/1/2027, Martin Luther King Jr. Day 1/18/2027, Presidents' Day 2/15/2027, Memorial Day 5/31/2027).
- **Special meal events (up to 4 per year, ~150 meals each).** Menu confirmed up to 2 months in advance per RFP Section C(15). Special-event meals are produced on the same day-of-service production timeline with additional staffing scheduled in advance. Holiday/VIP meal planning is built into our annual production calendar at contract start.

5.7 Weather and Other Disruption Planning

If a weather event, road closure, or other disruption threatens the 11:00 a.m. delivery, the Project Manager will notify the City as early as possible and propose either (a) an earlier production and load- out schedule that morning, or (b) a mutually agreed alternative arrival window. We will not deliver overcooked food as a result of an early load-out any production timing change is coordinated to preserve temperature and quality.

5.8 30-Day Transition and Implementation Plan

The RFP requires the contractor to enter into the agreement within 30 calendar days of notice of award. Rowe Solutions will execute the following 30-day transition plan immediately upon notice of award to ensure full operational readiness and uninterrupted meal service beginning October 1, 2026. The plan is organized into four weekly phases, each with defined activities and completion targets, and concludes with a complimentary pilot meal and a documented go-live readiness confirmation with the City.

Phased Transition Schedule

Phase	Timeframe	Key Activities
Week 1	Days 1–7	• Execute the Public Services Agreement with the City of Escondido. • Obtain the City of Escondido Business License. • Submit certificates of insurance evidencing the required \$2M / \$4M general liability, commercial auto, and cargo coverage. • Schedule and hold an on-site orientation at the Park Avenue Community Center with Lina Ildefonso and City staff. • Confirm the secured commissary kitchen and finalize the production schedule.



Week 2	Days 8–14	• Submit the first 4-week cycle menu to the San Diego County Registered Dietitian for AIS approval. • Confirm daily supply chain and standing orders with food distributors (US Foods and approved vendors). • Finalize the Meal Transport Log format and reporting templates with City staff. • Onboard and credential delivery driver and kitchen staff; complete food-handler certifications.
Week 3	Days 15–21	• Conduct a practice production run at full volume (115 meals). • Test the delivery route and timing from the commissary to Park Avenue Community Center for on-time 11:00 a.m. arrival. • Calibrate all thermometers and verify hot/cold carrier temperature maintenance over the full transit distance. • Confirm packaging, labeling, and portion specifications against the approved menu.
Week 4	Days 22–30	• Deliver a complimentary pilot meal to City staff for quality and presentation review. • Finalize the weekly ordering schedule and daily meal-count process. • Begin accepting daily meal-count orders for the first service week. • Confirm go-live readiness and contingency/backup procedures with the City.

Readiness Milestones at a Glance

The following milestones serve as the City's checkpoints for confirming operational readiness ahead of the October 1, 2026 service start.

Readiness Milestone	Completion Target
Signed Public Services Agreement	Day 7
City Business License issued	Day 7
Certificates of insurance accepted by City	Day 7
First 4-week menu approved by County Registered Dietitian	Day 14
Supply chain and distributor orders confirmed	Day 14
Full-volume practice run (115 meals) completed	Day 21



Delivery route, timing, and temperature controls verified	Day 21
Pilot meal reviewed and approved by City	Day 28
Daily ordering process live; first service week scheduled	Day 30

Throughout the transition period, Rowe Solutions will maintain a single point of contact for the City, provide weekly progress updates, and escalate any risk to the October 1 start date immediately so that mitigation steps can be taken well in advance of the service commencement.

Internal Nutrition Review:

Kelly Powers, MA, RDN will complete nutritional review and nutrient analysis before the initial four-week menu cycle is submitted for applicable City/County/AIS review.

Service Continuity Commitment

Rowe Solutions commits that all licensing, insurance, dietitian menu approval, staffing, supply chain, and delivery-logistics testing will be complete and verified before the first day of service. In the event any milestone is at risk, Rowe Solutions will notify the City's designated representative without delay and implement contingency measures, including backup commissary capacity and alternate delivery routing to guarantee that meal service to the Park Avenue Community Center begins on schedule and continues without interruption.



6 Meal Packaging, Service Model & Participant Experience

Rowe Solutions' proposed meal packaging, transport, and service model is built directly around the City's confirmed operating approach at the Park Avenue Community Center: meals are delivered in bulk, City kitchen staff receive, portion, and plate meals on site, and volunteer servers deliver meals to participants. The sections below address each element of the RFP's Meal Packaging, Service Model, and Participant Experience requirement.

6.1 Proposed Service Model

Rowe Solutions proposes a bulk delivery service model, matching the City's current operation. Meals are prepared and portioned into full-size transport pans at our production facility, then delivered to the Park Avenue Community Center in insulated hot- and cold-holding carriers. City kitchen staff receive the bulk pans, portion individual servings, and plate meals for service; volunteer servers deliver plated meals to participants. This model requires no change to the Center's existing serving workflow.

6.2 Hot and Cold Meal Approach

Hot congregate meals are the primary service format, consistent with the RFP's expectation that approximately 90% of meals served annually will be hot. Because the Center's on-site equipment — two hot boxes and a four-compartment steam table — is designed to hold food at temperature rather than reheat it, Rowe Solutions loads every hot pan at or above 135°F immediately before departure so it arrives already at serving temperature and requires holding only, not reheating. Cold items (milk, fruit, and periodic cold entrées) are transported in the same carrier body using its cold configuration and held at or below 41°F throughout transport, consistent with AIS Exhibit 5.

6.3 Meal Packaging, Portioning, and Temperature Control

Meals are transported in full-size, 4-inch aluminum pans (three pans per carrier), each filled to a safe transport level of approximately 18 lb. Carriers are Cambro UPCS400 Ultra Pan Carrier units or equivalent, each configured for either three hot pans or the equivalent cold-holding load. A normal 115-meal service day requires 3 hot carriers and 2 cold carriers (5 total); a 150-meal special event day requires 4 hot and 2 cold (6 total). Rowe Solutions maintains a fleet of 7 carriers — including one spare unit held in reserve for daily wash-down rotation — so that cleaning and maintenance cycles never put a scheduled delivery at risk. Pans are labeled with item, date, and temperature per Exhibit 5, and secured with pan-clip strapping to prevent lid lift across the approximately 88-mile round-trip route.



6.3A | Rowe Solutions — Production, Portioning & Quality Control

FROM PRODUCTION TO PORTION CONTROL -Every meal begins with disciplined production, standardized portions, and documented quality controls.

Production Built for Consistency and Scale

Rowe Solutions prepares meals in a controlled, health-inspected production environment using standardized recipes, portioning practices, and food-safety procedures. Meals are prepared in planned production batches and portioned to consistent yields before transport, allowing the Park Avenue Community Center team to receive clearly identified, service-ready bulk pans that support efficient onsite plating.

Our production approach is designed to preserve consistency across the approximately 115-meal daily requirement while maintaining the capacity to respond to special-event volumes and approved meal-count adjustments.

- **STANDARDIZED PORTIONS**
Consistent yields and fill levels
- **CONTROLLED HANDOFF**
Labeled pans and documented temperatures
- **READY FOR SERVICE**
Bulk meals prepared for efficient onsite plating





6.3B| From Bulk Preparation to Participant-Ready Meals

CONSISTENCY AT EVERY SERVING -

Representative plated meal presentation demonstrating the quality, balance, portion discipline, and visual appeal Rowe Solutions brings to congregate meal service.



Rowe Solutions recognizes that senior nutrition is more than delivering calories - it is delivering a meal that participants can recognize, enjoy, and approach with confidence. Our preparation and portioning practices are designed to support attractive presentation, appropriate serving sizes, ease of handling, and a consistent dining experience at the congregate site.

Prepare → Transport → Receive → Portion → Plate → Serve

Rowe Solutions' model requires no new equipment or infrastructure investment from the City. Meals arrive in bulk for onsite portioning and plating, using the Park Avenue Community Center's existing hot boxes, steam table, and refrigeration capabilities.



6.3C| More Than A Meal

A QUALITY PARTICIPANT EXPERIENCE -

Every meal is an opportunity to support nutrition, independence, dignity, and community.



Rowe Solutions approaches congregate meal service with the understanding that food quality is inseparable from participant experience. Our goal is to provide meals that are nutritionally compliant, safely prepared, consistently portioned, and visually appealing while supporting the welcoming, dignified environment expected of a senior nutrition program.

The representative meal presentation below illustrates the level of care Rowe Solutions brings from preparation through final service. **Consistency in portions, presentation, and meal components helps create a dependable experience participants can look forward to each service day.**

- **NUTRITIONALLY ALIGNED**
Designed around approved program requirements
- **CONSISTENT**
Standardized preparation and portioning
- **APPEALING**
Thoughtful presentation that encourages participation
- **DIGNIFIED**
A meal experience appropriate for older adults



6.4 On-Site Plating and Service Requirements

Meals require on-site plating; they are not individually pre-packaged. This is intentional and matches the City's confirmed process: City kitchen staff portion and plate meals from the bulk pans upon delivery, and volunteer servers deliver plated meals to participants. Rowe Solutions' pan sizing and labeling are designed specifically to make this hand-off efficient - each pan is portioned to a known per-meal yield so City staff can plate consistently without re-weighing individual servings.

6.5 Participant Experience

Rowe Solutions shapes the participant experience through what we control before a meal ever reaches the serving line: consistent portioning, clearly labeled pans, and predictable fill levels that let City staff and volunteers plate quickly and confidently. This directly supports meal presentation, accessibility, and pacing at the serving line, where City kitchen staff and volunteers take over for final plating and service. Our Quarterly Menu Tasting and Participant Feedback Sessions (Section 8.1) give participants a direct channel to comment on presentation and taste, which we incorporate into future menu cycles.

6.6 Equipment and Support Required from the City

Rowe Solutions requires no new equipment or infrastructure investment from the City. Our proposal is built entirely around the Center's existing capability: two hot boxes and a four-compartment steam table for holding, and on-site refrigeration (a 33.2 cu. ft. unit for milk and a 21 cu. ft. unit for sides) for cold storage between delivery and service. All transport carriers, pans, and packaging are supplied and maintained by Rowe Solutions at no additional cost to the City.



7 Cost Proposal

Rowe Solutions proposes the per-meal rates below. These rates are firm fixed prices for the Initial Term (October 1, 2026 – June 30, 2029) and are held open for 90 days from the Submission Deadline. The rates include all anticipated costs associated with the services: menu planning and registered dietitian review, raw food and ingredients, consumable packaging, kitchen labor, kitchen overhead, food safety and temperature documentation, delivery to the Park Avenue Community Center, transport equipment, fuel, and administrative overhead and profit.

Rowe Solutions self-imposes a price cap on both renewal option years: any increase is contractually limited to the percentage change in the CPI-U Food Away From Home index for the San Diego–Carlsbad CBSA never an arbitrary escalator (Section 7.3). Most bidders do not offer this discipline; it means the City's cost exposure in the renewal years is bounded by an independently published, verifiable index, not by Rowe Solutions' discretion.

Pricing is structured to fit within the City's \$311,610 annual budget at the projected meal volumes outlined in the RFP.

7.1 Per-Meal Rates

Service	Unit	Rate
Congregate Meal (standard daily menu) — base meal rate	Per meal	\$7.9679
Delivery Charge to Park Avenue Community Center	Per meal	\$1.9058
All-in Congregate Meal rate (meal + delivery)	Per meal	\$9.8737

This rate reflects genuine cost efficiency, not a thin margin masking risk. Rowe Solutions' existing production capacity of more than 1,160 meals per day at our Health Inspected San Diego facility (Sections 2.1, 4.1) means the roughly 115 daily meals required under this contract are absorbed into already-established kitchen labor, supervision, and overhead — the City is not paying to stand up new fixed capacity, only the marginal cost of incremental volume. In addition, this rate is fixed through the full Initial Term (Years 1–3) with no escalation whatsoever until the first renewal option, and even then only by the published, CPI-indexed cap described above and in Section 7.3 — meaning Rowe Solutions, not the City, bears the risk of food and labor cost inflation for the first three years of the contract.

7.2 Estimated Annual Cost

Based on the meal volumes described in the RFP, the estimated annual cost under this contract is as follows. Actual annual cost will vary based on actual daily meal counts; the City is charged only for meals ordered and delivered.

Item	Volume	Unit Rate	Extended
Year 1 base — Oct 1, 2026 – Jun 30, 2027 (187 service days × 115 meals/day)	21,505 meals	\$9.8737	\$212,333.61
Year 2 base — Jul 1, 2027 – Jun 30, 2028 (252 service days × 115 meals/day)	28,980 meals	\$9.8737	\$286,139.41
Year 3 base — Jul 1, 2028 – Jun 30, 2029 (250 service days × 115 meals/day)	28,750 meals	\$9.8737	\$283,868.46
Special event increment (+140 meals/year: 4 events × 35 incremental meals above the 115/day base)	140 meals/year	\$9.8737	+\$1,382.32/year
Year 1 Total (incl. special events)	21,645 meals	—	\$213,715.92
Year 2 Total (incl. special events)	29,120 meals	—	\$287,521.72
Year 3 Total (incl. special events)	28,890 meals	—	\$285,250.78
Initial Term Total (Oct 1, 2026 – Jun 30, 2029)	79,655 meals		\$786,488.42
RFP Annual Budget Ceiling (per year)			\$311,610.00
Headroom — Year 2 (highest-volume full year)			\$24,088.28

7.3 Pricing for Option Years

Per Scope of Work Section F, the Agreement provides for two successive one-year options to extend, subject to funding availability and City Council appropriation. For each renewal period, Rowe Solutions stipulates that any increase in pricing shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home, San Diego–Carlsbad, CA Core Based Statistical Area (CBSA), not seasonally adjusted, annual average, base period 1982–84 = 100, as published by the U.S. Bureau of Labor Statistics measured as required by Section F. All price adjustments will be subject to City written approval and documented in the renewal amendment. No price increase is automatic or guaranteed.



7.4 Invoicing and Payment Terms

- **Frequency.** Monthly, in arrears, per RFP Section H(20).
- **Delivery.** Submitted to City of Escondido, Park Avenue Community Center, ATTN: Lina Ildefonso, 210 E. Park Avenue, Escondido, CA 92025, or via email to Lina.Ildefonso@escondido.gov.
- **Invoice contents.** Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Any applicable sales or other taxes are included and remitted by Rowe Solutions to the appropriate agencies on the City's behalf.
- **Payment terms.** Net 30 days from date of invoice, as required by RFP Section H(21).
- **Pre-payment.** None requested or required.

7.5 Other Pricing Notes

- **Sub-standard or missing meals.** Per RFP Section C(19), the City will not be required to pay for food or service not meeting specifications. We assume responsibility for any meals replaced or sourced from alternate vendors due to our failure to deliver, at no cost to the City.
- **Inclusions.** All costs of menu development, RD review, food, packaging, kitchen labor, kitchen overhead, transport equipment, vehicles, fuel, driver labor, food safety documentation, insurance compliant with Exhibit 1 Section 6, City of Escondido Business License, indemnification reserves, and reasonable profit are included in the per-meal rates above.
- **Exclusions.** Per RFP Section C(20), the City will provide beverages (excluding milk and any beverage that is part of the nutritional meal requirement) and all cutlery, service utensils, trays, and other non-dietary items. We will provide all condiments normally associated with menu items.
- **Menu consultant review.** Per the contractor's standard operating approach, no separate menu consultant review fee is charged to the City.

8 Value-Added Services

Beyond the baseline scope, Rowe Solutions offers the following value-added services and program enhancements to the City of Escondido at no additional cost. These reflect capabilities we already operate as part of our broader senior nutrition and human services portfolio, which we are pleased to extend to the Park Avenue Community Center community.

8.1 Quarterly Menu Tasting and Participant Feedback Sessions

Once per quarter, Rowe Solutions will host an on-site or virtual menu tasting and feedback session at the Park Avenue Community Center. New or rotated menu items are sampled by participants and City staff, and feedback is collected in a short structured form. This data is used to refine the menu and increase participant satisfaction. No charge.

8.2 Cultural and Holiday Menu Specials

In addition to the four contracted special holiday meals, Rowe Solutions will offer two additional cultural or seasonal menu specials per year at no additional charge for example, a Lunar New Year-themed lunch or a Veteran's Day appreciation meal coordinated with City staff and reflecting the cultural makeup of the participant base. These will be incorporated within the standard daily meal count and standard per-meal rate.

8.3 Workforce Pipeline and Community Hiring

Rowe Solutions actively hires from partner workforce-development programs across San Diego County, including Episcopal Community Services (ECS) and Kitchens for Good. Personnel assigned to City of Escondido production are sourced in part from these pipelines, which strengthens the local workforce while supporting the City's broader community values. We will provide an annual summary of community-hire data to the City upon request.

8.4 Nutrition Education Materials

Once per quarter, Rowe Solutions will provide a one-page nutrition education handout (in English and Spanish) keyed to the upcoming menu cycle for example, "Why we serve dark leafy greens twice a week" or "Reading sodium labels." These materials can be distributed at the Park Avenue Community Center to support participant education and program engagement.

8.5 Emergency / Surge Meal Capacity

In the event of a community emergency declared by the City or the County of San Diego (e.g., extreme heat event, wildfire smoke event, public health emergency), Rowe Solutions can provide a documented capability to surge up to an additional 200 meals on short notice from our existing kitchen capacity, with pricing held to the contracted per-meal rate. This is in addition to the standard ± 10 meal day-of-service flexibility specified in RFP Section C(3).



8.6 Open-Book Cost Transparency

Upon city request, Rowe Solutions will provide actual raw food cost and direct labor cost data for the contract on a quarterly basis supporting the project-reporting requirement in RFP Section C(12). This transparency makes future budget planning easier for the city and supports AIS grant reporting.

8.7 Coordination with Local Nonprofit Network

Through our active relationships with McAlister Institute (Frank Rowe is a board member), Episcopal Community Services, UPAC, ECTLC (Advisory Board), Kitchens for Good, and Recovery Residence Association, we can support warm referrals for senior participants who may benefit from adjacent services (substance use treatment, housing support, case management). This is offered as informal community navigation, not as a contracted service, and is provided to the city at no cost.

8.8 Single Project Manager and Direct CEO Access

Frank Rowe, founder and CEO, serves as the single point of contact for this contract. The City does not have to navigate layers of account managers to escalate an issue. This is a structural commitment that improves responsiveness and accountability.

9 General Conditions Response

9.1 Point-by-Point Acknowledgment (RFP Section H)

Rowe Solutions responds point-by-point to the General Conditions in RFP Section H, as required for a responsive proposal under RFP 26-31:

General Conditions Item	Rowe Solutions' Response
H.1 Public Information	Acknowledged — City may retain and use proposal contents.
H.2 Confidential Information	Acknowledged — no confidential/proprietary content submitted; see Section 9.4.
H.3 Addendums	Acknowledged — receipt of the July 29, 2026 Notice to Responders and Addendum 1 confirmed and incorporated.
H.4 Proposal Preparation Cost	Acknowledged — no reimbursement requested, including for optional sampling (Section 11).
H.5 Withdrawal of Proposal	Acknowledged — right to withdraw/modify prior to the Submission Deadline understood.
H.6 Inaccuracies or Misinterpretations	Acknowledged — understands termination risk for material misstatement or inaccurate information.
H.7 Optional Items	Not applicable — no separate optional-item pricing submitted.
H.8 Business License	Acknowledged — City of Escondido Business License to be obtained per the Transition Plan (Section 5.8).
H.9 Signature	Acknowledged — proposal bears the original longhand signature of a duly authorized representative.
H.10 Right to Reject Proposal	Acknowledged — City may reject any/all proposals without justification.
H.11 Right to Conduct Personal Interviews	Acknowledged — Frank Rowe and key personnel available for interviews if requested.
H.12 Right to Request Additional Information	Acknowledged — will furnish additional information as reasonably requested.
H.13 Right to Determine Financial Responsibility	Acknowledged — will provide financial information as reasonably requested.
H.14 Understanding Services to be Performed	Acknowledged — scope, nature, and quality of required services fully understood.



H.15 Award of Contract	Acknowledged — award based on price plus Section G evaluation criteria, not price alone.
H.16 Contract Funding	Acknowledged — funding subject to the City's annual appropriation process.
H.17 City Provisions to Prevail	Acknowledged — no exception taken; Rowe Solutions will not substitute its own terms.
H.18 Equal Employment Opportunity	Acknowledged — complies with applicable EEO and non-discrimination requirements.
H.19 Public Services Agreement	Acknowledged — see Section 12 (Public Services Agreement Acknowledgment).
H.20 Prospective Contractor's Invoices	Acknowledged — see Cost Proposal Section 7.4 (Invoicing and Payment Terms).
H.21 Payment Terms	Acknowledged — Net 30 days from invoice date; no pre-payment requested.
H.22 Insurance Requirements	Acknowledged — required coverages included per Section 7.5; evidenced per the Transition Plan (Section 5.8).
H.23 Public Agency Clause	Acknowledged — see Section 9.3. Option granted: YES.

9.2 Acceptance of RFP Terms

By submitting this proposal in response to RFP No. 26-31, Rowe Solutions, Inc. certifies and acknowledges the following, per RFP Sections F and H:

- Rowe Solutions has fully read and understood RFP No. 26-31 and all exhibits and has full knowledge of the scope, nature, quantity, and quality of services to be performed.
- Rowe Solutions takes no exception to the terms and requirements of the RFP, including the form Public Services Agreement (Exhibit 1).
- Rowe Solutions agrees to enter into a written contract in substantially the same form as Exhibit 1 within 30 calendar days of notice of award.
- Rowe Solutions will obtain and maintain a City of Escondido Business License pursuant to RFP Section H(8) and Exhibit 1 Section 19 prior to execution of the Agreement.
- Rowe Solutions will procure and maintain all insurance coverages required by Exhibit 1 Section 6, including Commercial General Liability (\$2M per occurrence / \$4M aggregate), Automobile Liability (\$1M), and Workers' Compensation (Statutory / \$1M Employer's Liability), with the City named as additional insured and primary coverage as specified.
- Rowe Solutions acknowledges that, as a subcontractor of the City under this Agreement, it is subject to all clauses, restrictions, mandates, terms, requirements,



and conditions of the Senior Nutrition Program Agreement between the County of San Diego and the City (Contract No. 570894 — Exhibit 8), including but not limited to Articles 3, 7, 8, 9, 10, 11, 12, 13, 14, and 16.
and Section 4.16 of Article 4.

- Rowe Solutions affirms compliance with the County of San Diego Affirmative Action Program per RFP Section C(14).
- Rowe Solutions complies with the Immigration Reform and Control Act of 1986 (Exhibit 1 Section 22) and all applicable federal, state, and local laws.
- Rowe Solutions confirms compliance with Equal Employment Opportunity provisions of federal, state, and local non-discrimination laws (RFP Section H(18)).
- This proposal is firm and held open for 90 days from the submission deadline.

9.3 Public Agency Clause (RFP Section H(23))

Rowe Solutions grants the option for other public agencies (city districts, public authorities, municipal utilities, public school districts, and other political subdivisions or public corporations of California) to participate in any award made as a result of this solicitation.

Option Granted:	☒ YES	☐ NO
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9.4 Confidentiality

Rowe Solutions has not designated any portion of this proposal as confidential or proprietary. All content is submitted as public information subject to the terms of RFP Section H(1) and H(2).



Non-Collusion Declaration (Exhibit 9)

City of Escondido
RFP No. 26-31 – Senior Nutrition Program Meal Preparation
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EXHIBIT 9

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONTRACTOR AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. 26-31 – Senior Nutrition Program Meal Service is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective contractor has not directly or indirectly induced or solicited any other prospective contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective contractor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective contractor or any other prospective contractor, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective contractor. All statements contained in the proposal are true. The prospective contractor has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/10/2026.
Date

Francis Rowe

Signature _____
Title Founder and CEO
Of Rowe Solutions, Inc.

Signature _____
Title _____
Of _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____



Optional Meal Sampling

If requested by the City during the evaluation process, Rowe Solutions will provide up to 10 sample meals at no cost to the City, representative of the proposed menu, preparation methods, packaging, portion sizes, and service model described in Sections 3 and 6 of this proposal.

Rowe Solutions understands that this cost is not reimbursed by the City per RFP Section H(4) and has budgeted for it internally as part of the fully burdened per-meal rate in Section 7; no separate charge or adjustment to the Cost Proposal is required if sampling is requested.



Public Services Agreement Acknowledgment

Rowe Solutions has reviewed the City's standard Public Services Agreement (Exhibit 1) in full, including Attachment A (Scope of Work) and all referenced exhibits, and takes no exceptions to its terms.

Rowe Solutions will execute the Agreement in substantially the same form as Exhibit 1 within 30 calendar days of the City's notice of award, consistent with the commitment stated in the Cover Letter and in Section 9.2 of this proposal. No waiver of, or proposed change to, Exhibit 1 is submitted with this proposal; per RFP Section F, any such waiver or change would need to be clearly identified here, and none is.



Addendum Acknowledgement

Rowe Solutions, Inc. acknowledges receipt of, has reviewed in full, and has incorporated into this proposal the following addenda issued by the City of Escondido in connection with RFP No. 26-31: (1) the Notice to Responders – Answers to Questions, dated July 29, 2026; and (2) Addendum 1 – Older Californians Nutrition Program Menu Guidance, issued by the California Department of Aging, Nutrition and Wellness Bureau. Rowe Solutions confirms that the requirements, clarifications, and guidance contained in both addenda are reflected throughout this proposal, including but not limited to the Menu Planning and Nutritional Compliance narrative (Section 3), the Meal Packaging, Service Model & Participant Experience narrative (Section 6), and the General Conditions Response (Section 9). No further addenda have been received as of the date of this submission.



Closing Commitment

Rowe Solutions is prepared to deliver more than a meal—we are prepared to deliver a dependable, safe, nutritious, and respectful nutrition service that the City of Escondido and its older adult community can count on.

Our commitment is grounded in disciplined food preparation, rigorous food-safety practices, reliable delivery, nutritional compliance, consistent quality, and responsive partnership with City staff. We understand the importance of every meal served and the trust placed in the organization responsible for providing it.

We look forward to partnering with the City of Escondido to provide meals that nourish, support, and contribute to a positive congregate dining experience for the older adults we are privileged to serve.

Rowe Solutions - Prepared with Care. Delivered with Confidence. Served with Purpose.



STAFF REPORT

September 16, 2026

File Number 0640-30

SUBJECT

CITY CONFLICT OF INTEREST CODE UPDATE

DEPARTMENT

City Attorney

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-160, amending the City of Escondido's Conflict of Interest Code pursuant to the California Political Reform Act, to update the list of designated public employees and public officials who are required to file a statement of economic interest and provide required disclosure categories.

Staff Recommendation: Approval (City Attorney: Dare DeLano, Interim City Attorney)

Presenter: Dare DeLano, Interim City Attorney

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

The City first adopted the Conflict of Interest Code pursuant to the requirements of the Political Reform Act in 1980. The City Council last amended the City's Conflict of Interest Code in 2024 with Resolution No. 2024-124.

BACKGROUND

The City of Escondido and its agencies are subject to the requirements of the Political Reform Act (California Government Code Section 81000, et seq.) and regulations governing conflicts of interest. Government Code Section 87200 specifically lists officials who are required to file a statement of economic interest including Council Members, the City Manager, the City Attorney, the City Treasurer, Planning Commissioners, and City officials and employees who manage public investments (i.e. the City of Escondido Director of Finance).



CITY of ESCONDIDO

STAFF REPORT

In addition to these statutory filing requirements, the Political Reform Act requires the City of Escondido and its agencies to adopt and promulgate a Conflict of Interest Code that includes a list of designated positions and disclosure categories. The City designates positions based on the individuals in those positions making or participating in governmental decisions. “Making a decision” means voting on a matter, approving the budget, adopting policy, making purchasing decisions, and entering into contracts. “Participating” means negotiating the terms of a contract, writing the specifications of a bid, or advising or making recommendations to the decision maker or governing body without significant intervening substantive review. “Participating” does not mean clerical, secretarial, or ministerial tasks.

The Political Reform Act requires each local government agency to review its Conflict of Interest Code biennially. As part of a biennial review, the proposed Resolution adopts the latest version of the California Fair Political Practices Commission (“FPPC”) standard conflict of interest code and updates the City’s list of designated positions. The employees, consultants, and contractors who fill designated positions will be required to complete FPPC Form 700 (Statement of Economic Interests) each year.

PROPOSED CHANGES

The proposed changes primarily reflect reorganization efforts and should have little substantive impact on the reporting requirements of individual employees and officials. The following table shows the key changes in designated positions since last updated in 2024:

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>	<u>CHANGE</u>
CITY MANAGER’S OFFICE		
Management Analyst I	2, 4, 6	Add
Management Analyst II	2, 4, 6	Add
Director of Economic Development	2, 4, 6	Delete
Real Property/Management Analyst	2, 3, 4, 6	Delete
DEVELOPMENT SERVICES		
Assistant Director of Development Services	3, 4, 6	Add
City Engineer	2, 3, 4, 6	Add
Assistant City Engineer	2, 3, 4, 6	Add



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DESIGNATED POSITIONS	DISCLOSURE CATEGORY	CHANGE
Design and Construction Project Manager	2, 3, 4, 6	Add
Engineering Manager	2, 3, 4, 6	Add
Principal Engineer	3, 4, 7	Add
Project Manager	2, 3, 4, 6	Add
Real Property Agent	2, 3, 4, 6	Add
Housing and Neighborhood Services Manager	2, 3, 4, 6	Add
COMMUNICATIONS		
Director of Communications	6	Add
Communications Manager	6	Add
COMMUNITY SERVICES		
Assistant Director of Communications	6	Delete
Communications Manager	6	Delete
ECONOMIC DEVELOPMENT		
Director of Economic Development	2, 4, 6	Add
Economic Development Manager	2, 4, 6	Add
Real Property/Management Analyst	2, 3, 4, 6	Add
City Engineer	2, 3, 4, 6	Delete
Assistant City Engineer	2, 3, 4, 6	Delete
City Traffic Engineer	2, 3, 4, 6	Delete



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DESIGNATED POSITIONS	DISCLOSURE CATEGORY	CHANGE
Design and Construction Project Manager	2, 3, 4, 6	Delete
Engineering Manager	2, 3, 4, 6	Delete
Principal Engineer	3, 4, 7	Delete
Project Manager	2, 3, 4, 6	Delete
PUBLIC WORKS		
City Traffic Engineer	2, 3, 4, 6	Add
Project Manager	2, 3, 4, 6	Add
FINANCE		
Revenue Manager	6	Delete
FIRE DEPARTMENT		
Emergency/Disaster Preparedness Manager	6	Delete
Emergency Preparedness Manager	6	Add
Housing and Neighborhood Services Manager	2, 3, 4, 6	Delete
HUMAN RESOURCES		
Human Resources Analyst II	6	Add
INFORMATION SYSTEMS		
Enterprise Software Manager	6	Add
UTILITIES		
Principal Engineer	3, 4, 7	Add



CITY of ESCONDIDO

STAFF REPORT

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>	<u>CHANGE</u>
Project Manager	2, 3, 4, 6	Add
Utilities Construction Project Manager	2, 3, 4, 6	Delete
Utilities Construction Manager	2, 3, 4, 6	Add
Utilities Analyst	2, 3, 4, 6	Add

Staff recommends updating the City's Conflict of Interest Code, based upon the state's model code, attached as Exhibit "A" to Resolution No. 2026-160. The state's model code had two minor changes since the last amendment to the City's Conflict of Interest Code. One change in section 8.1 reflects raising the reportable gift limit from \$590 to \$630 in a calendar year. The other change, in section 4, allows the agency to instruct employees to file statements of economic interests with the Fair Political Practices Commission using the Commission's electronic filing system.

RESOLUTIONS

- a. Resolution No. 2026-160
- b. Resolution No. 2026-160 – Exhibit "A" — City of Escondido Conflict of Interest Code

RESOLUTION NO. 2026-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING THE CITY'S
CONFLICT OF INTEREST CODE PURSUANT TO THE
CALIFORNIA POLITICAL REFORM ACT

WHEREAS, the Political Reform Act, (California Government Code section 81000, et seq.) requires the City of Escondido ("City") and all local government agencies adopt and promulgate a conflict of interest code, adopt disclosure categories, and designate those public officials and employees who must comply with the requirements of the Code; and

WHEREAS, the California Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code; and

WHEREAS, after public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, on July 9, 1980, the City originally adopted the Fair Political Practices Commission's standard model Conflict of Interest Code by Resolution No. 80-141, and has continued to maintain such a code in effect, together with disclosure categories and a list of those positions subject to the requirements of the Conflict of Interest Code; and

WHEREAS, the Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine whether the Code must be amended; and

WHEREAS, the City Council last revised the City's Conflict of Interest Code with Resolution No. 2024-124, and the City now desires to amend and update its Conflict of Interest Code including the

list of designated positions.

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 Exhibit "A" is adopted and incorporated by this reference and shall be known as the City of Escondido Conflict of Interest Code.

City of Escondido Conflict of Interest Code

The Political Reform Act (Gov. Code Sec. 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Escondido (City).

Designated employees shall file their statements of economic interests with the City Clerk, who will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008). Upon receipt of the statement for those positions listed in Government Code Section 87200, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission. All other statements will be retained by the City Clerk.

California Fair Political Practices Commission Standard Code

2 CCR § 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and
- (C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500.²

Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

Sections 5.1, 5.2, 5.3 and 5.4. Omitted.

Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

Section 8.1. Prohibition on Receipt of Gifts in Excess of \$630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which

that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece,

aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Sections 9.1 and 9.2. Omitted.

Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employee's participation legally required for purposes of this section.

Section 9.4. Omitted.

Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Endnotes

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which

the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

NOTE: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

APPENDIX

City of Escondido Designated Positions/Form 700 Filing Required

<u>DESIGNATED POSITIONSⁱ</u>	<u>DISCLOSURE CATEGORY</u>
CITY ATTORNEY'S OFFICE	
Assistant City Attorney	2, 4, 6
Senior Deputy City Attorney	2, 4, 6
Deputy City Attorney	2, 4, 6
CITY CLERK	
City Clerk	2, 4, 6
Assistant City Clerk	2, 4, 6
Deputy City Clerk	2, 4, 6
CITY MANAGER'S OFFICE	
Assistant City Manager	2, 4, 6
Deputy City Manager	2, 4, 6
Management Analyst I	2, 4, 6
Management Analyst II	2, 4, 6
DEVELOPMENT SERVICES	
Director of Development Services	3, 4, 6
Assistant Director of Development Services	3, 4, 6
City Planner	3, 4, 6
Senior Planner	3, 4, 6
Associate Planner	3, 4, 6
Principal Planner	3, 4, 6
Building Official	3, 4, 6
Assistant Building Official	3, 4, 6
Code Compliance Manager	3, 4, 6
City Engineer	2, 3, 4, 6

<u>DESIGNATED POSITIONSⁱ</u>	<u>DISCLOSURE CATEGORY</u>
Assistant City Engineer	2, 3, 4, 6
Design and Construction Project Manager	2, 3, 4, 6
Engineering Manager	2, 3, 4, 6
Principal Engineer	3, 4, 7
Project Manager	2, 3, 4, 6
Real Property Agent	2, 3, 4, 6
Housing and Neighborhood Services Manager	2, 3, 4, 6
COMMUNICATIONS	
Director of Communications	6
Communications Manager	6
COMMUNITY SERVICES	
Assistant Director of Community Services	2, 4, 6
Community Services Manager	7
ECONOMIC DEVELOPMENT	
Director of Economic Development	2, 4, 6
Economic Development Manager	2, 4, 6
Real Property/Management Analyst	2, 3, 4, 6
PUBLIC WORKS	
Director of Public Works	2, 3, 4, 6
Assistant Director of Public Works	2, 3, 4, 6
Public Works Manager	2, 3, 4, 6
City Traffic Engineer	2, 3, 4, 6
Project Manager	2, 3, 4, 6
Facilities Maintenance Manager	3, 6
Fleet Maintenance Manager	3, 6

FINANCE	
Director of Finance	2, 4, 6

Finance Manager	6
Collections Specialist	6
Purchasing Supervisor	6
FIRE DEPARTMENT	
Fire Chief	2, 3, 4, 6
Deputy Fire Chief	7
Fire Division Chief	3, 7
Fire Battalion Chief	3, 7
Fire Marshal	3, 7
Deputy Fire Marshal	3, 7
Fire Administrative Services Manager	6
Emergency Preparedness Manager	6
Emergency Medical Services Program Coordinator	6
HUMAN RESOURCES	
Director of Human Resources	6
Human Resources Manager	6
Risk and Safety Manager	6
Senior Human Resources Analyst	6
Human Resources Analyst II	6
INFORMATION SYSTEMS	
Chief Information Officer	6
Assistant Director of Information Systems	6
Enterprise Software Manager	6
Network Manager	6
Geographic Information Systems Manager	6
Public Safety Systems Manager	6
POLICE DEPARTMENT	
Chief of Police	2, 3, 6

Police Captain	2, 3, 6
Assistant Director of Police Support Services	2, 3, 6
Police Lieutenant	2, 3, 6
Police Business Manager	2, 3, 6
Police Support Services Manager	2, 3, 6
Public Safety Communications Manager	7
UTILITIES	
Director of Utilities	2, 3, 4, 6
Assistant Director of Utilities/Construction and Engineering	2, 3, 4, 6
Principal Engineer	3, 4, 7
Project Manager	2, 3, 4, 6
Assistant Director of Utilities/Wastewater	2, 3, 4, 6
Assistant Director of Utilities/Water	2, 3, 4, 6
Utilities Construction Manager	2, 3, 4, 6
Utilities Analyst	2, 3, 4, 6
Canal Maintenance Manager	3, 6
Wastewater Operations Manager	3, 6
Water Distribution Manager	3, 6
Water Treatment Plant Manager	3, 6
Wastewater Maintenance Manager	3, 6
Lakes and Open Space Manager	3, 6
BOARDS AND COMMISSIONS	
Building Advisory and Appeals Board	3, 7
Historic Preservation Commission	3, 7
Library Board of Trustees	3, 7
Public Art Commission	3, 7
Transportation and Community Safety Commission	3, 7

Independent Districting Commission	1
CONSULTANTSⁱⁱ/NEW POSITIONSⁱⁱⁱ	
Consultants	1
New Positions	1

Disclosure Categories

- Category 1: All investments, business positions, and sources of income (including loans, gifts, and travel payments) from sources located or doing business in the City of Escondido; all interests in real property located in the City of Escondido or within two miles of any land owned or used by the City of Escondido;
- Category 2: All interests in real property located in the City of Escondido;
- Category 3: All investments, interests in real property and sources of income (including loans, gifts, and travel payments) subject to the regulatory, permit or licensing authority of the City of Escondido;
- Category 4: Investments in business entities and sources of income (including loans, gifts, and travel payments) which engage in land development, construction or the acquisition or sale of real property;
- Category 5: All interests in real property located within two miles of any land owned or used by the City of Escondido;
- Category 6: Investments in business entities and sources of income (including loans, gifts, and travel payments) of the type which, within the past two years, have contracted with the City of Escondido to provide services, supplies, materials, machinery, or equipment;
- Category 7: Investments in business entities and sources of income (including loans, gifts, and travel payments) of the type which, within the past two years, have contracted with the designated employee's department or board or commission, to provide services, supplies, materials, machinery or equipment.

ⁱ *Designated Employees* are those positions within the City who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

The following positions are not covered by the code because they must file under Government Code Section 87200 and, therefore, are listed for informational purposes only:

Mayor and City Council Members
City Manager
City Attorney
Planning Commissioners
City Treasurer

Individuals holding the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices makes the final determination whether a position is covered by Government Code Section 87200.

ii *Consultant* means an individual who, pursuant to a contract with a state or local government agency:

(A) makes a governmental decision whether to

- (1) approve a rate, rule or regulation;
- (2) adopt or enforce a law;
- (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
- (4) authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (6) grant agency approval to a plan, design, report, study, or similar item;
- (7) adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

iii Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The City Manager or designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or designee may complete Form 805, which satisfies the requirements of 2 California Code of Regulations Section 18734. The City Manager or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)



STAFF REPORT

September 16, 2026
File Number 0600-10; A-3617-1

SUBJECT

FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH NORTH STATE ENVIRONMENTAL FOR HAZARDOUS WASTE DISPOSAL SERVICES

DEPARTMENT

Utilities

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-144, authorizing the Mayor to execute, on behalf of the City, the First Amendment to Public Services Agreement ("PSA") with North State Environmental in the amount of \$40,000, bringing the total not-to-exceed contract amount to \$240,000.

Staff Recommendation: Approval (Utilities: Daniel Peterson, Director of Utilities)

Presenter: Daniel Peterson, Director of Utilities

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY –Prioritize Public Safety

FISCAL ANALYSIS

Total cost for services shall vary depending on the type of hazardous materials disposed at each scheduled pickup location. The unit prices for the PSA and subsequent amendments are firm. A list of unit prices is listed in Exhibit 1 to the original PSAs Scope of Work (Attachment "1"). Sufficient funds will be appropriated in the Departments' operating budget for each fiscal year to cover the disposal services costs.

The PSA is utilized on an as-needed basis, and actual costs vary depending on the volume and type of hazardous waste generated. Increasing the PSA's not-to-exceed amount does not guarantee that additional funds will be spent. Rather, it provides sufficient contract capacity to accommodate the additional facility and allows disposal costs to be more accurately allocated to the facilities where services are provided.

PREVIOUS ACTION

None



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City generates various types of hazardous waste through routine operations at multiple City facilities. As a generator of hazardous waste, the City is subject to all applicable federal, state, and local laws and regulations, including those established under the California Hazardous Waste Control Law and related regulations. The City is responsible for ensuring that all hazardous waste produced at City-owned and City-operated facilities is properly identified, handled, collected, transported, and disposed of in accordance with all legal requirements.

City staff issued a Request for Proposals (“RFP”) on April 6, 2026, inviting qualified contractors to submit their proposals to provide hazardous waste disposal services for six City-owned facilities. Proposals were received from six contractors. North State Environmental (“NSE”) was selected as the most responsive and responsible bidder and a PSA was executed by the City Manager for a not-to-exceed amount of \$200,000, anticipated to cover services for 2026, 2027, and 2028.

Since execution of the PSA, City staff identified an additional City-owned facility that generates hazardous waste requiring collection, transportation, and disposal services. This facility was not included in the original scope of services or cost estimates developed during the procurement process. This facility is subject to the same regulatory requirements governing all City operations and actual service demands and disposal costs have exceeded the original estimates used to establish the contract’s not-to-exceed amount. In addition, changes in recycling and disposal practices have increased the volume of materials requiring hazardous waste disposal. Certain materials that were previously accepted through manufacturer take-back or recycling programs, such as printer toner cartridges, are no longer being collected through those programs, and some electronic waste materials can no longer be recycled through previously available channels. As a result, the City has experienced higher disposal service demands and costs than originally anticipated.

To ensure uninterrupted compliance with hazardous waste management regulations, staff recommends amending the agreement with NSE to add the additional facility to the scope of services and increase the PSA’s not-to-exceed amount from \$200,000 to \$240,000. Approval of the First Amendment to PSA allows the City to continue utilizing an existing competitively procured contractor with demonstrated experience and satisfactory performance, avoiding disruption of essential hazardous waste disposal services, and ensures compliance with applicable environmental regulations.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2026-144
- b. Resolution No. 2026-144 – Exhibit “A” First Amendment to Public Services Agreement

ATTACHMENTS

- a. Attachment “1” –Public Services Agreement

RESOLUTION NO. 2026-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH NORTH STATE ENVIRONMENTAL FOR HAZARDOUS WASTE DISPOSAL SERVICES

WHEREAS, the City generates various types of hazardous waste through routine operations at multiple City-owned and City-operated facilities; and

WHEREAS, the City is responsible for ensuring that all hazardous waste generated by its operations is properly identified, handled, collected, transported, and disposed of in compliance with applicable federal, state, and local laws and regulations; and

WHEREAS, on April 6, 2026, the City issued a Request for Proposals seeking qualified contractors to provide hazardous waste disposal services for six City-owned facilities; and

WHEREAS, six proposals were received and evaluated, and North State Environmental ("NSE") was determined to be the most responsive and responsible bidder; and

WHEREAS, the City Manager executed a Public Services Agreement ("PSA") with NSE in an amount not-to-exceed \$200,000 for hazardous waste disposal services anticipated to cover fiscal years 2026 through 2028; and

WHEREAS, following the execution of the PSA, City staff identified an additional City-owned facility that generates hazardous waste, which was not included in the original scope of services or cost estimates developed during the procurement process; and

WHEREAS, the actual service demands and disposal costs have exceeded the estimates used to establish the original not-to-exceed contract amount; and

WHEREAS, amending the PSA to include the additional facility and increase the total compensation will ensure uninterrupted services, maintain regulatory compliance, and avoid disruption to essential City operations; and

WHEREAS, NSE has demonstrated satisfactory performance and is qualified to continue providing these services to the City.

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 second amendment to a Public Services Agreement with North State Environmental, in substantially the same format as Exhibit "A" to this Resolution, which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT

This First Amendment to Public Services Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Cricket Lichtenfels
760-839-6290, ext. 7003
("CITY")

And: North State Environmental
a California corporation
220 S. Spruce Ave., Suite 200
South San Francisco, CA 94080
Attn: Karen Sedano
619-409-9292
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties entered into that certain Public Services Agreement dated July 2, 2026 ("Agreement"), wherein CITY retained CONTRACTOR to provide hazardous waste disposal services, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as 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. The CONTRACTOR shall continue to furnish all of the Services described in the Agreement.
2. Pursuant to this First Amendment, the CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$40,000**. The contract price of this First Amendment (\$40,000) shall bring the cumulative Agreement price to **\$240,000**.
3. Pursuant to this First Amendment, the following service location shall be added to Section B of the

Agreement Scope of Work (Attachment A):

Location Name	Location Address	Location Identification No.	Location Contact Information
Central Plant	400 N Escondido Blvd, Escondido, CA 92025	CAL000401426	Onsite contact: Zev Farrar, 760-271-0870 Backup contact: Charles Hernandez, 760-213-2560

4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.
5. This First 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.
6. This First 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 First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(Signature Page Follows)

IN WITNESS WHEREOF, this First Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

North State Environmental

Date: _____

Maxine Balistreri, Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

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



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Cricket Lichtenfels
 760-839-6290, ext. 7003
 ("CITY")

And: North State Environmental
 a California corporation
 220 S. Spruce Ave., Suite 200
 South San Francisco, CA 94080
 Attn: Karen Sedano
 619-409-9292
 ("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties 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. CONTRACTOR 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 CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$200,000**. CONTRACTOR 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.
3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of

all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. 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 CONTRACTOR with 10 days' advance written notice. CONTRACTOR 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 CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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) *Contractors Pollution Liability*. Contractors Pollution Liability and/or Errors & Omissions applicable to work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
 - (5) If CONTRACTOR 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 CONTRACTOR.
 - 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-: FSC 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) *Transportation Pollution Liability Endorsement.* The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by CONTRACTOR pursuant the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.
 - (4) *Primary Coverage.* CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the 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 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 CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR 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. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR'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 CONTRACTOR'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. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, 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 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR 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 CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. 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.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. 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 CONTRACTOR 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR 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.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR 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/dprevwagedetermination.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 CONTRACTOR to comply with this section.

22. Department of Industrial Relations Compliance. If applicable, this public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. 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 CONTRACTOR to comply with this section.
23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR 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.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: 07 / 02 / 2026

Sean McGlynn

Sean McGlynn, City Manager

NORTH STATE ENVIRONMENTAL

Date: 07 / 01 / 2026

Maxine Balistreri

Maxine Balistreri, Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: *Elyse E. Dayrit*

DATE: 07 / 01 / 2026

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

ATTACHMENT "A"

Scope of Work

A. General

North State Environmental, a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with hazardous waste disposal services.

B. Location

Contractor will provide hazardous waste disposal services at each of the following City-owned facilities:

Location Name	Location Address	Location Identification No.	Location Contact Information
Hale Avenue Resource Recovery Facility ("HARRF")	1521 S. Hale Ave., Escondido, CA 92029	CAL000027477	Onsite contact: Oliva Murillo, 760-839-6290, ext. 7006 Back up contact: Michelle Morales, 760-839-6290, ext. 7001
Water Treatment Plant ("WTP")	3440 E. Valley Parkway, Escondido, CA 92027	CAL000024062	Onsite contact: Clay Clifford, 760-839-5460 Back up contact: Natisha Tuua, 760-839-5446
Recycling/Public Works Department ("Public Works Yard")	475 N. Spruce St., Escondido, CA 92025	CAD982317018	Onsite contact: Fernando Moreno, 760-839-4370 Backup contact: Ting-yao Ling, 760-839-4360
Police and Fire Headquarters ("PAFH")	1163 N. Centre City Parkway, Escondido, CA 92026	CAL000395670	Onsite contact: Nichola Davis, 760-839-4491 Backup contact: Tania Baez, 760-839-4480
Police Department Firing Range	25855 Valley Center Road, Escondido, CA 92027	CAL000502133	Onsite contact: Erik Witholt, 760-839-4763 Backup contact: Mike Nelson, 760-839-4944

C. Services

Hazardous waste disposal services at each location listed in Section B shall include, but not be limited to:

1. Pursuant to Department of Transportation ("DOT") Code of Federal Regulations ("CFR") as listed under Title 49, Subtitle B, Chapter 1, Subchapter C, Part 172 and 173, Contractor shall be responsible for the following:
 - a. Shipper's certification;
 - b. Preparing the hazardous waste manifest;
 - c. Properly packaging, marking and transporting all containers of hazardous waste; and
 - d. Providing an emergency response telephone number on the manifest that is monitored 24/7 (not a call center).
2. Pursuant to the Environmental Protection Agency ("EPA") Hazardous Waste Electronic Manifest ("e-Manifest") Establishment Act, Contractor must register with the EPA for e-Manifest and shall create and submit an e-manifest for hazardous waste. Note: a Hybrid Manifest consisting of an e-Manifest and paper copy that is signed by the Contractor and the City at the time of the scheduled pick-up is acceptable.
3. Quarterly pick-up services will be conducted on the same day as requested or scheduled, to include packing of the waste materials and removal on the same day;
4. Proper recycling of universal waste products including, but not limited to, laboratory hazardous chemical waste, e-waste, batteries, fluorescent light tubes, waste oils, lubricants and fuels, aerosol cans, and paint;
5. Contractor will provide e-Manifest or copies of pick-up manifest and tracking documents at the time of pick-up unless otherwise specified;
6. Batteries must be separated amongst different battery type;
7. Container tops for all loaded drums shall be secured to the drums;
8. Replacement drums/barrels will be provided when current drums/barrels are picked up for disposal.
 - a. If the drum/barrel is not able to be picked up for disposal, pumping services of the drum/barrel will be provided as-needed to remove the waste and dispose;
9. Emergency Response Services – Contractor shall provide emergency response services as required by the City, which may include responding outside business hours already noted in this scope of work, weekends, and holidays. Contractor will respond within one hour of the notification for emergency response services.
10. All items and materials picked up for disposal shall be transported by Contractor to permitted disposal facilities. All required manifests, forms, certificates, and related documents must be completed and provided by Contractor to the City within 14 days of the pick-up date.

D. Scheduling

Inquiries relating to this Agreement may be directed to Cricket Lichtenfels, Utilities Administrative Coordinator, at 760-839-6290, ext. 7003 or Cricket.Lichtenfels@escondido.gov. Work provided under this Agreement, including pick-ups, will be provided in accordance with the following:

1. **Scheduled Quarterly Pick-ups.** The quarterly pick-ups described in Section C(3) of this Scope of work shall be completed every 90 days per EPA standards. During the term of this Agreement, one quarterly pick-up per service location shall be completed on **Monday, July 6, 2026; Monday, October 5, 2026; Monday, January 4, 2027; and Monday, April 5, 2027** ("Scheduled Quarterly Pick-Ups"). If a location finds they do not have any hazardous waste material for pick-up, they will notify Contractor no later than the day before the Scheduled Quarterly Pick-Up.
2. **Additional Pick-Ups.** The City reserves the right for each location listed in Section B to determine its own schedule, if needed, working directly with the Contractor. Any

additional pick-ups outside of the Scheduled Quarterly Pick-Ups as described in Section D(1) will only occur only when the City has requested and scheduled additional pick-up. Any additional pick-ups will be charged per the same rate as the Scheduled Quarterly Pick-Ups and in accordance with the rates set forth in Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference.

3. Work shall be performed between the hours of 8 a.m. and 3:30 p.m., Monday through Friday at the WTP, HARRF, and PAFH sites and an exception for the Public Works Yard site allow for work to be performed between the hours of 6:30 a.m. and 3 p.m. Instructions and requirements for entering each facility will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$200,000**. 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.

The not-to-exceed contract price (\$200,000) shall cover all three possible years of this Agreement. In the event that the two additional one-year options to renew are not exercised, the not-to-exceed amount for the Initial Term of the Agreement shall be \$67,000.

The rates and quoted pricing for services as detailed in Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain in effect throughout the term of this Agreement and throughout the two additional one-year options renew.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2027** ("Initial Term").

This Agreement shall include the City's option to extend the Initial Term for a period of up to two years, not to exceed a total of three consecutive years, based on satisfactory performance by the Contractor. Any extension of the Initial Term or additional services shall be pursuant to an Amendment in accordance with Section 11 of the Agreement. In the event that the City elects to exercise the option to extend, the City will notify the Contractor 60 days prior to the end of the Initial Term.

G. Other

Contractor must have all the necessary licenses and permits, active and in good standing, to handle and transport hazardous waste as required by this Agreement.

Contractor must procure and maintain all necessary insurance meeting the requirements of Section 6 of this Agreement, including but not limited to Contractors Pollution liability insurance and Transportation Pollution Liability insurance.

City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms withing this Agreement are contingent upon appropriation of funds.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	Flammables - Liquid (BTU >8,000):		
	a) 5 Gallon Drum	EA	\$ 125.00
	b) 15 Gallon Drum	EA	\$ 145.00
	c) 30 Gallon Drum	EA	\$ 180.00
	d) 55 Gallon Drum	EA	\$ 210.00
	e) Lab Pack, 5 Gallon	EA	\$ 160.00
	f) Lab Pack, 15 Gallon	EA	\$ 250.00
	g) Lab Pack, 30 Gallon	EA	\$ 300.00
	h) Lab Pack, 55 Gallon	EA	\$ 410.00
	i) Lab Pack, PG I	EA	\$ 235.00
2	Flammables - Solid:		
	a) 5 Gallon Drum	EA	\$ 240.00
	b) 15 Gallon Drum	EA	\$ 280.00
	c) 30 Gallon Drum	EA	\$ 460.00
	d) 55 Gallon Drum	EA	\$ 700.00
	e) Lab Pack, 5 Gallon	EA	\$ 240.00
	f) Lab Pack, 15 Gallon	EA	\$ 280.00
	g) Lab Pack, 30 Gallon	EA	\$ 365.00
	h) Lab Pack, 55 Gallon	EA	\$ 475.00
3	Glycol:		
	a) 30 Gallon Drum	EA	\$ 325.00
	b) 55 Gallon Drum	EA	\$ 350.00
4	Toxic - Liquids (excluding D022):		
	a) 30 Gallon Drum	EA	\$ 315.00
	b) 55 Gallon Drum	EA	\$ 390.00
	c) Lab Pack, 5 Gallon	EA	\$ 225.00
	d) Lab Pack, 15 Gallon	EA	\$ 250.00
	e) Lab Pack, 30 Gallon	EA	\$ 300.00
	f) Lab Pack, 55 Gallon	EA	\$ 450.00
	g) Lab Pack, PG I	EA	\$ 165.00
5	Waste Oil (<10% BS&W):		
	a) 15 Gallon Drum	EA	\$ 115.00
	b) 30 Gallon Drum	EA	\$ 115.00
	c) 55 Gallon Drum	EA	\$ 160.00
	e) Tote	EA	\$ 470.00
6	Flammable toxic - Liquids (no vials):		
	a) 30 Gallon Drum	EA	\$ 470.00
	b) 55 Gallon Drum	EA	\$ 550.00
	c) Lab Pack, 5 Gallon	EA	\$ 210.00
	d) Lab Pack, 15 Gallon	EA	\$ 300.00
	e) Lab Pack, 30 Gallon	EA	\$ 400.00
	f) Lab Pack, 55 Gallon	EA	\$ 500.00

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
7	Corrosive Liquid (<40% concentration):		
	a) 30 Gallon Drum	EA	\$ 315.00
	b) 55 Gallon Drum	EA	\$ 390.00
	c) Lab Pack, 5 Gallon	EA	\$ 170.00
	d) Lab Pack, 15 Gallon	EA	\$ 250.00
	e) Lab Pack, 30 Gallon	EA	\$ 300.00
	f) Lab Pack, 55 Gallon	EA	\$ 390.00
8	Corrosive Solid:		
	a) 30 Gallon Drum	EA	\$ 280.00
	b) 55 Gallon Drum	EA	\$ 380.00
	c) Lab Pack, 5 Gallon	EA	\$ 170.00
	d) Lab Pack, 15 Gallon	EA	\$ 250.00
	e) Lab Pack, 30 Gallon	EA	\$ 300.00
	f) Lab Pack, 55 Gallon	EA	\$ 390.00
9	Oxidizer - Liquid:		
	a) 30 Gallon Drum	EA	\$ 645.00
	b) 55 Gallon Drum	EA	\$ 800.00
	c) Lab Pack, 5 Gallon	EA	\$ 275.00
	d) Lab Pack, 15 Gallon	EA	\$ 470.00
	e) Lab Pack, 30 Gallon	EA	\$ 670.00
	f) Lab Pack, 55 Gallon	EA	\$ 870.00
10	Oxidizer - Solid:		
	a) 30 Gallon Drum	EA	\$ 645.00
	b) 55 Gallon Drum	EA	\$ 800.00
	c) Lab Pack, 5 Gallon	EA	\$ 275.00
	d) Lab Pack, 15 Gallon	EA	\$ 470.00
	e) Lab Pack, 30 Gallon	EA	\$ 670.00
	f) Lab Pack, 55 Gallon	EA	\$ 870.00
11	Latex Paint:		
	a) 5 Gallon Drum	EA	\$ 150.00
	b) 15 Gallon Drum	EA	\$ 170.00
	c) 30 Gallon Drum	EA	\$ 190.00
	d) 55 Gallon Drum	EA	\$ 225.00
	e) Lab Pack, 5 Gallon	EA	\$ 150.00
	f) Lab Pack, 15 Gallon	EA	\$ 170.00
	g) Lab Pack, 30 Gallon	EA	\$ 190.00
	h) Lab Pack, 55 Gallon	EA	\$ 225.00
	i) Lab Pack, Cubic Yard Box	EA	\$ 450.00
12	Oil-Based Paint - >8,000 BTU, <3" Solid:		
	a) 5 Gallon Drum	EA	\$ 150.00
	b) 15 Gallon Drum	EA	\$ 225.00
	c) 30 Gallon Drum	EA	\$ 295.00
	d) 55 Gallon Drum	EA	\$ 360.00
	e) Lab Pack, 5 Gallon	EA	\$ 175.00
	f) Lab Pack, 15 Gallon	EA	\$ 245.00
	g) Lab Pack, 30 Gallon	EA	\$ 295.00
	h) Lab Pack, 55 Gallon	EA	\$ 360.00
	i) Lab Pack, Cubic Yard Box	EA	\$ 1,100.00

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
13	Reactive Liquids/Solids:		
	a) Lab Pack, 5 Gallon	EA	\$ 500.00
14	PCB Ballasts (recycle):		
	a) 5 Gallon Drum	EA	\$ 120.00
	b) 15 Gallon Drum	EA	\$ 170.00
	c) 30 Gallon Drum	EA	\$ 250.00
	d) 55 Gallon Drum	EA	\$ 360.00
15	Non - PCB Light Ballasts (recycle):		
	a) 5 Gallon Drum	EA	\$ 115.00
	b) 15 Gallon Drum	EA	\$ 170.00
	c) 30 Gallon Drum	EA	\$ 195.00
	d) 55 Gallon Drum	EA	\$ 225.00
16	Flammable Aerosols (D001):		
	a) 5 Gallon Drum	EA	\$ 185.00
	b) 15 Gallon Drum	EA	\$ 310.00
	c) 30 Gallon Drum	EA	\$ 410.00
	d) 55 Gallon Drum	EA	\$ 465.00
17	Aerosols (inhalers, pesticides, corrosive):		
	a) 5 Gallon Drum	EA	\$ 250.00
	b) 15 Gallon Drum	EA	\$ 325.00
18	Batteries - NiCad:		
	a) 5 Gallon Drum	EA	\$ 85.00
19	Batteries - Lithium:		
	a) 5 Gallon Drum	EA	\$ 85.00
20	Batteries - Lead Acid:		
	a) 5 Gallon Drum	EA	\$ 20.00
21	Batteries - Alkaline (landfill):		
	a) 5 Gallon Drum	EA	\$ 45.00

[illegible]

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
28	Non-RCRA Solid:		
	a) 5 Gallon Drum	EA	\$ 150.00
	b) 15 Gallon Drum	EA	\$ 175.00
	c) 30 Gallon Drum	EA	\$ 200.00
	d) 55 Gallon Drum	EA	\$ 225.00
	e) Cubic Yard Box - Bulk	EA	\$ 500.00
	f) Super Sack - Bulk	EA	\$ 560.00
	g) Lab Pack, 5 Gallon	EA	\$ 150.00
	h) Lab Pack, 15 Gallon	EA	\$ 215.00
	i) Lab Pack, 30 Gallon	EA	\$ 250.00
	j) Lab Pack, 55 Gallon	EA	\$ 275.00
	k) Lab Pack, Cubic Yard Box	EA	\$ 500.00
29	Empty Containers(for recycle):		
	a) 5 Gallon Drum	EA	\$ 9.00
	b) 15 Gallon Drum	EA	\$ 12.00
	c) 30 Gallon Drum	EA	\$ 23.00
	d) 55 Gallon Drum	EA	\$ 28.00
30	Electronic Components:		
	a) Bulk - per pound	LB	\$ 1.30
31	Chemist	HR	\$ 95.00
32	Technician	HR	\$ 75.00
33	Containers:		
	a) 55 Gallon Drum - Steel	EA	\$ 60.00
	b) 30 Gallon Drum - Steel	EA	\$ 55.00
	c) 15 Gallon Drum - Steel	EA	\$ 55.00
	d) 55 Gallon Drum - Poly	EA	\$ 55.00
	e) 30 Gallon Drum - Poly	EA	\$ 40.00
	f) 15 Gallon Drum - Poly	EA	\$ 35.00
	g) 5 Gallon Drum - Poly	EA	\$ 25.00
	h) 55 Gallon Lab Pack Container	EA	\$ 50.00
	i) 30 Gallon Lab Pack Container	EA	\$ 40.00
	j) 15 Gallon Lab Pack Container	EA	\$ 35.00
	k) 5 Gallon Lab Pack Container	EA	\$ 25.00
	l) Cubic Yard Box	EA	\$ 73.00
	m) Super Sack	EA	\$ 40.00
	n) Vermiculite - bag	EA	\$ 25.00
34	Asbestos	YD	\$ 170.00

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
35	Fluorescent lamps		
	a) Straight F-tubes (per linear foot)	FT	\$ 0.18
	b) Biax lamps	EA	\$ 1.10
	c) "O" & "U" lamps	EA	\$ 1.10
	d) Sodium, Mercury, HID lamps	EA	\$ 3.50
36	MAPP Gas Cylinder	EA	\$ 140.00
37	Organic Peroxide:		
	a) 5 Gallon Drum	EA	\$ 575.00
38	PIH Zone "A":		
	a) 5 Gallon Drum	EA	\$ 395.00
39	PIH Zone "B":		
	a) 5 Gallon Drum	EA	\$ 395.00
40	Propane Cyliner	EA	\$ 45.00
41	Transportation - Bulk		
	a) Roll-off with driver	HR	\$ 130.00
	b) Tanker with driver	HR	\$ 130.00
	c) Service Truck with driver	HR	\$ 105.00
	d) Pressure washer	HR	\$ 50.00
42	Tires - With out rims	EA	\$ 5.00
	Tires - With rims	EA	\$ 8.50
43	Oily Water - Bulk (Non-RCRA)	GAL	\$ 2.20
	Water with trace oil - Bulk (Non-Haz)	GAL	\$ 2.00
44	Washout		
	a) Non-hazardous waste washout	EA	\$ 200.00
	b) Non-RCRA hazardous waste washout	EA	\$ 390.00
	c) RCRA waste washout	EA	\$ 390.00
45	Temperature controlled		
	a) Tranport charge	Flat	\$ 500.00
	b) disposal - case by case		
	Lithium, Sodium, Calcium, Alkali metals, Chlorates Chlorosilanes - Case by case		

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
46	Appliances for recycle:		
	a) Refrigerator	EA	\$ 56.00
	b) Refrigerator/Freezer	EA	\$ 56.00
	c) Microwave oven	EA	\$ 56.00
	d) Other small appliance	EA	\$ 56.00
	e) Other large appliance	EA	\$ 56.00
47	Oil Filters:		
	a) 5 Gallon Drum	EA	\$ 150.00
	b) 15 Gallon Drum	EA	\$ 200.00
	c) 30 Gallon Drum	EA	\$ 250.00
	d) 55 Gallon Drum	EA	\$ 300.00
48	Specimens		
	a) 5 Gallon Drum	EA	\$ 115.00
	b) 15 Gallon Drum	EA	\$ 180.00
	c) 30 Gallon Drum	EA	\$ 260.00
	d) 55 Gallon Drum	EA	\$ 390.00
49	ER Call-out Services - 4 hour minimum applies:		
	a) Tanker	HR	\$ 130.00
	b) Roll-off	HR	\$ 130.00
	c) Step deck, other	HR	\$ 130.00
	d) Van Trailer	HR	\$ 130.00
	e) Service Truck with Technician	HR	\$ 105.00
	f) Project Manager with truck	HR	\$ 135.00
	g) Technician	HR	\$ 90.00
	h) Chemist	HR	\$ 125.00
	i) Pressure Washer	HR	\$ 50.00
	j) Project Manager without truck	HR	\$ 125.00
50	Parts Washer service (standard 20 gallon)	EA	\$ 500.00
51	EPA Manifest Fee	EA	\$ 25.00

Title	City of Escondido - Public Services Agreement (North State...
File name	file
Document ID	b2b665fd849a28583563774e91b60dc2f3ee705d
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.contractsafe.com

Document History

 SENT	07 / 01 / 2026 21:33:27 UTC	Sent for signature to Maxine Balistreri (nsehome@aol.com), Elyse Dayrit (elyse.dayrit@escondido.gov) and Sean McGlynn (sean.mcglynn@escondido.gov) by esign@contractsafe.com acting on behalf of clichtenfels@escondido.org IP: 216.231.240.96
 VIEWED	07 / 01 / 2026 22:17:32 UTC	Viewed by Maxine Balistreri (nsehome@aol.com) IP: 104.7.64.46
 SIGNED	07 / 01 / 2026 23:18:53 UTC	Signed by Maxine Balistreri (nsehome@aol.com) IP: 104.7.64.46
 VIEWED	07 / 02 / 2026 00:44:24 UTC	Viewed by Elyse Dayrit (elyse.dayrit@escondido.gov) IP: 216.231.240.96
 SIGNED	07 / 02 / 2026 00:44:55 UTC	Signed by Elyse Dayrit (elyse.dayrit@escondido.gov) IP: 216.231.240.96
	07 / 02 / 2026 15:01:08 UTC	Viewed by Sean McGlynn (sean.mcglynn@escondido.gov) IP: 216.231.240.96

Title	City of Escondido - Public Services Agreement (North State...
File name	file
Document ID	b2b665fd849a28583563774e91b60dc2f3ee705d
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.contractsafe.com

Document History


SIGNED

07 / 02 / 2026
15:01:19 UTC

Signed by Sean McGlynn (sean.mcglynn@escondido.gov)
IP: 216.231.240.96


COMPLETED

07 / 02 / 2026
15:01:19 UTC

The document has been completed.



STAFF REPORT

September 16, 2026

File Number 0480-70

SUBJECT

FY 2026-27 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-154 (1) authorizing the Chief of Police to accept a FY 2026-27 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; (2) authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – Be Business Friendly; Build Trust and Accountability; Prioritize Public Safety

FISCAL ANALYSIS

This will have no impact on the General Fund Budget. The FY 2026-27 Regional Realignment Response Grant is state funded. Funding will cover expenses through June 30, 2027.

PREVIOUS ACTION

On December 17, 2025, the City Council authorized the Chief of Police to accept an \$80,000 FY 2025-2026 Regional Realignment Response Grant.

BACKGROUND

The Escondido Police Department has been allocated \$80,000 under the FY 2026-27 Regional Realignment Response Grant through the State of California Board of Community Corrections. This funding was provided by Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. These bills allow for the release of subjects into the community from prison before their sentences were fully served, putting the responsibility of monitoring them on local law enforcement. Grant funds are used for regional



CITY *of* ESCONDIDO

STAFF REPORT

and local enforcement operations to monitor prisoners that were released as a result of Assembly Bill 118 and Senate Bill 89.

RESOLUTIONS

- a. Resolution No. 2026-154

ATTACHMENTS

- a. Attachment "1" – Budget Adjustment

RESOLUTION NO. 2026-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT A FY 2026-27 REGIONAL REALIGNMENT RESPONSE GRANT FROM THE STATE OF CALIFORNIA BOARD OF COMMUNITY CORRECTIONS IN THE AMOUNT OF \$80,000; EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE; AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the FY 2026-27 Regional Realignment Response Grant will be financed from funds made available by the State of California Board of Community Corrections, through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators; and

WHEREAS, the City of Escondido desires to support local law enforcement efforts in regards to legislation reducing state prison overcrowding; and

WHEREAS, the Escondido Police Department will receive grant funding to support these efforts during the project period of July 1, 2026 through June 30, 2027; and

WHEREAS, the Escondido Police Department has designated the FY 2026-27 Regional Realignment Response Grant to conduct specific programs to address these goals.

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 Chief of Police of the City of Escondido to accept the FY 2026-27 Regional Realignment Response Grant in the amount of \$80,000 and execute all documents necessary for the management and completion of the grant scope.

3. That the City Council hereby approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

4. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: <i>(attach staff report)</i>	September 16, 2026	

EXPLANATION OF REQUEST

A budget adjustment is needed to receive grant funds and establish a spending account for police officer overtime and overhead expenses related to the FY 2026-27 Regional Realignment Response Grant funds.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4127-451-NEW GRANT	\$80,000	
Police Grants	451-NEW GRANT	\$80,000	

APPROVALS

Signed by: <i>Ken Plunkett</i> 581C2D657E4C403...		Signed by: <i>Christina Holmes</i> B56F52D8C10540B...	
8/28/2026		8/31/2026	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 16, 2026

File Number 0480-70

SUBJECT

FY 2024-25 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-149 to (1) authorize the Police Department to accept a \$40,876 FY 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG); (2) authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, Police Services; internal requirement in support of police services

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

This action will have no impact on the FY 2026-27 Operating Budget. Grant funds will be used for expenses related to salary and benefits of part-time patrol technicians.

PREVIOUS ACTION

On November 20, 2024, the City Council approved a FY 2023-24 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant.

BACKGROUND

The Escondido Police Department has been awarded a \$40,876 FY 2024-25 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant. Grant funds will cover salary and benefit expenses for two part-time patrol technicians.



CITY *of* ESCONDIDO

STAFF REPORT

Patrol technicians are assigned to the Patrol Division and are utilized to augment front-line law enforcement services allowing officers to focus on crime-prevention and suppression efforts.

Patrol technicians are an asset to the community. They take non-violent crime reports, prepare and process paperwork, impound found property and evidence, bring important paperwork to the District Attorney and the courts, as well as other necessary tasks. All of these duties would otherwise be performed by sworn police officers. The support of the Patrol Technicians allows for sworn police officers to handle their patrol duties, more serious crime investigations, and other vital assignments.

RESOLUTIONS

- a. Resolution No. 2026-149

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2024-25 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$40,876; EXECUTE ALL GRANT DOCUMENTS; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2024-25 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant to fund salary and benefit expenses of part-time personnel to address this goal; and

WHEREAS, the Fiscal Year 2024-25 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant funds are made available through the U.S. Department of Justice in the amount of \$40,876.

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 Chief of Police of the City of Escondido to accept the Fiscal Year 2024-25 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the amount of \$40,876, and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.

3. That the City Council approves and adopts the budget adjustment to accept and expend the grant funds.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: (attach staff report)	September 16, 2026	

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for part-time personnel.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	\$40,876	
Police Grants	451-New Project Number	\$40,876	

APPROVALS

Signed by: 581C2D657E4C403...		Signed by: B56F52D8C10540B...	
8/28/2026		8/31/2026	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 16, 2026
File Number 0600-10; A-3618

SUBJECT

AN ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO ("CITY"), ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

DEPARTMENT

Economic Development – Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption, and Amendment of Reciprocal Parking Agreement ("Assignment") by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC.

Staff Recommendation: Approval (Economic Development: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

No direct fiscal impact to the City of Escondido.

PREVIOUS ACTION

Under the Reciprocal Parking Agreement ("RPA") dated June 26, 2002, the City and Escondido Chamber of Commerce established the framework for the mutual use of parking lot areas on each other's adjacent properties.

BACKGROUND

Escondido Chamber of Commerce is currently the owner of the real property more particularly described in Exhibit B of the Assignment (attached to Resolution No. 2026-159 in Exhibit "A"). Escondido Chamber of Commerce is in the process of selling its property to Precision Club, LLC and the Assignment will allow



CITY *of* ESCONDIDO

STAFF REPORT

the City and Precision Club, LLC to continue with reciprocal parking in the parking lot areas on each other's adjacent properties.

The Assignment also includes an Amendment that provides the RPA will run with the land, so that in any future sale of the property, the RPA will continue in place. This Amendment means that the RPA would continue in perpetuity, unless and until both parties agree to terminate it.

RESOLUTIONS

- a. Resolution No. 2026-159
- b. Resolution No. 2026-159 – Exhibit "A" – Assignment and Assumption of Reciprocal Parking Agreement

RESOLUTION NO. 2026-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO, ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC

WHEREAS, the City of Escondido ("City") is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit A of the Assignment and Assumption of Reciprocal Parking Agreement ("Assignment"), attached to this Resolution as Exhibit "A"; and

WHEREAS, Escondido Chamber of Commerce is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit B of the Assignment; and

WHEREAS, the City and Escondido Chamber of Commerce established certain reciprocal easements, covenants, and conditions with respect to the mutual use of parking lot areas on the Parties' adjacent properties under that certain Reciprocal Parking Agreement dated June 26, 2002, recorded on September 20, 2002 as Doc # 2002-0808126 in the Official Records of San Diego County, California; and

WHEREAS, the Escondido Chamber of Commerce is currently in escrow to sell its property to Precision Club LLC, and the City Council finds it in the best interest of the City to continue the RPA with the new owner and to clarify that the RPA is intended to run with the land and bind any successor owners.

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, an Assignment, Assumption, and Amendment of Reciprocal Parking Agreement by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC, a draft of which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference, subject to final approval as to form by the City Attorney. Exhibit A and Exhibit B to be inserted subject to approval by the City Attorney.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Escondido
201 North Broadway
Escondido, California 92025-2798

This Space for Recorder's Use Only

ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT

This ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT ("**Assignment**") is made and entered into as of the last signature date set forth below ("**Effective Date**"), by and among the CITY OF ESCONDIDO, a California municipal corporation ("**City**"), and ESCONDIDO CHAMBER OF COMMERCE, a California nonprofit mutual benefit corporation ("**Assignor**"), and PRECISION CLUB, LLC, a California limited liability company ("**Assignee**"). (City, Assignor, and Assignee may each be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, City is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("**City Property**"); and

WHEREAS, Assignor is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference ("**Assignor Property**" and together with the City Property, together, the "**Properties**"); and

WHEREAS, the City and Assignor established certain reciprocal easements, covenants, and conditions with respect to the mutual use of parking lot areas on the Parties' adjacent properties under that certain Reciprocal Parking Agreement dated June 26, 2002, recorded on September 20, 2002 as Doc # 2002-0808126 in the Official Records of San Diego County, California (referred to herein as "**RPA**"); and

WHEREAS, Assignor wishes to assign all of its right, title and interest in the RPA to Assignee and Assignee wishes to accept such assignment; and

WHEREAS, the Parties wish to confirm the assignment and assumption of rights and obligations to Assignee under the RPA and to amend the RPA in as set forth below.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, transfers, sets over, and delivers unto Assignee all of Assignor's rights, obligations, duties, covenants, conditions, and liabilities in the RPA as it relates to the Assignor Property, provided, however, that this Assignment shall not release or relieve Assignor of any of its obligations, duties, covenants, conditions, or liabilities under the RPA to the extent arising or accruing prior to the Effective Date of this Assignment. Assignee hereby assumes the performance of all of the terms, covenants, obligations, and conditions imposed upon Assignor under and with respect to the RPA to the extent arising or accruing from or after the Effective Date of this Assignment. Assignor shall retain all obligations respecting the RPA for the period of time prior to the Effective Date of this Assignment.

2. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to the Assignee as of the Effective Date:

2.1 Assignor is the current holder of the entire interest of Assignor Property.

2.2 The RPA is unmodified and remains in full force and effect.

2.3 No default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the RPA.

2.4 No default on the part of City, and no breach or failure of condition that with notice or lapse of time or both, would constitute a default on the part of City, exists under the RPA.

2.5 The execution, delivery, and performance by Assignor of this Assignment is hereby authorized by Assignor (i) will not contravene any legal requirements applicable to Assignor; (ii) will not conflict with, breach, or contravene any other agreement binding upon Assignor; and (iii) will not result in the creation or imposition of any lien on any portion of the Property, except as otherwise may be permitted under the terms of the RPA.

3. Runs with Land. The RPA, and each reciprocal right created thereunder, shall be perpetual, shall be appurtenant to the Properties and shall run with the land in accordance with California Civil Code Section 1468 and applicable law. The RPA shall be binding upon and inure to the benefit of each Party and their respective heirs, personal representatives, successors in interest, and assigns in perpetuity, except as may otherwise be expressly provided for in the RPA.

4. Counterparts. This Assignment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

5. Effective Date. Unless a different date is provided in this Assignment, the effective date of this Assignment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Assignment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____ By: _____
Name: Dane White
Title: Mayor, City of Escondido

ASSIGNOR
ESCONDIDO CHAMBER OF COMMERCE

Date: _____ By: _____
Name: _____
Title: _____

ASSIGNEE
PRECISION CLUB, LLC

Date: _____ By: _____
Name: _____
Title: _____

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

Approved as to Form:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

M. Dare DeLano, Assistant City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

City

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

Assignor

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared
_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____(Seal)

Assignee

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT “B”

LEGAL DESCRIPTION

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTERS 5, 10, 18, and 28 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

WHEREAS, the California State Legislature adopted Article 4 of Chapter 1 of Division 11 of the Vehicle Code, regulating the operation of bicycles; and

WHEREAS, the California Vehicle Code §§ 21206, et seq. provides that local agencies may regulate bicycles within their jurisdiction; and

WHEREAS, the City Council of the City of Escondido (City) enacted Chapter 5 of the City Municipal Code to regulate bicycles and non-motorized vehicles; and

WHEREAS, the City Council last amended Chapter 5 in April of 2009; and

WHEREAS, since 2009, the use of mobility devices, such as e-bicycles, has increased in popularity, being used on sidewalks, streets, and trails within the City; and

WHEREAS, the safe and efficient operation of bicycles, nonmotorized vehicles, and mobility devices within the City is of utmost importance to the City Council; and

WHEREAS, the City Council desires to amend Chapter 5, 10, 18, and 28 of the City Municipal Code, regulating bicycles, nonmotorized vehicles, and mobility devices, including e-bicycles, and related enforcement activities; and

A COMPLETE COPY OF THIS
ORDINANCE IS ON FILE IN
THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA, APPROVING
AND ADOPTING THE ESCONDIDO POLICE
DEPARTMENT MILITARY EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 to regulate the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070 et seq., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, California Government Code section 7070 defines the terms “military equipment” and establishes the minimum requirements for a “military equipment use policy”; and

WHEREAS, California Government Code section 7071 requires the governing body determine, prior to approving a military equipment use policy, the following:

- a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

ORDINANCE NO. 2026-18

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A FORTY-FIVE (45) DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, ("City") is a general law municipal corporation, duly organized and operating under the constitution and laws of the State of California, with the authority to adopt and enforce land use regulations within its boundaries pursuant to its constitutional police powers and the Planning and Zoning Law; and

WHEREAS, on June 7, 2023, the City adopted its Comprehensive Economic Development Strategy (2023-2028) ("CEDS") which identified and established, among other things, Fundamental 3 – Actively Maximize Value of Land, which found that "it is crucial that land is put to its best use. Inefficient land use, such as static storage for goods or cars should be discouraged. Land that is zoned for housing (Fundamental 1) should do just that, and land that is zoned for creating jobs (Fundamental 2) should do that... [L]and-scarce Escondido [should] get more people and jobs out of every acre." CEDS at p. 56); and

WHEREAS, neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for the development of data centers and other similar high-intensity computing uses within the City; and

WHEREAS, in general, a "data center" is a physical building or facility that houses and supports the operation of computer servers, networking equipment, or similar electronic equipment and information technology infrastructure for building, running and delivering applications and services, data

A COMPLETE COPY OF THIS
ORDINANCE IS ON FILE IN
THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.



STAFF REPORT

September 16, 2026

File Number 0610-75

SUBJECT

APPEAL OF THE AUGUST 10, 2026 PUBLIC ART COMMISSION DECISION TO RETAIN ARTWORK OF “THE ALBERT H. BEACH HOUSE” ON A TRAFFIC SIGNAL BOX LOCATED AT 5TH AVENUE AND JUNIPER STREET

DEPARTMENT

Economic Development Department

REQUEST

Request the City Council consider an appeal of an August 10, 2026 decision of the Public Art Commission (“PAC”) submitted by Julie Anne Moore and Mark Moore. The subject of the appeal is the PAC decision to retain artwork depicting the “The Albert H. Beach House Beach House” (“Beach House”) on the Traffic Signal Box Located at 5th Avenue and Juniper Street. Julie Anne Moore and Mark Moore are owners of the Beach House, located at 700 S. Juniper St, Escondido, CA 92025. The Beach House is about two blocks from the Traffic Signal Box that depicts it. On August 19, 2026, Julie Anne Moore and Mark Moore submitted an appeal to the City requesting reversal of the Public Art Commission’s decision to retain the artwork (Attachment “1”).

Option 1: Grant the Appeal

If the City Council grants the appeal, the current artwork depicting the “Beach House” on the traffic signal box at 5th Avenue and Juniper Street will be removed or covered.

Following removal or covering of the current artwork, the Public Art Commission will have an opportunity to consider and approve different artwork for the traffic signal box in accordance with the applicable public art process.

Option 2: Deny the Appeal

If the City Council denies the appeal, the Public Art Commission’s August 10, 2026 decision will remain in effect, and the current artwork titled “Built to Last” will remain on the traffic signal box at 5th Avenue and Juniper Street.

Staff Recommendation: None (Economic Development: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

ESSENTIAL SERVICE – No



CITY of ESCONDIDO

STAFF REPORT

COUNCIL PRIORITY –

FISCAL ANALYSIS

The estimated cost associated with commissioning an artist to create and paint a new artwork is \$750.

PREVIOUS ACTION

On February 23, 2026, the Escondido Expressions subcommittee reviewed and approved the design “Built to Last,” by Sean Flannery, for installation on the traffic signal control box located at the corner of 5th Avenue and Juniper Street. “Built to Last” depicted the “Albert H. Beach House” (Attachment “2”).

On March 9, 2026, the Public Art Commission reviewed and approved the subcommittee’s decision of the Escondido Expressions subcommittee to allow installation of the design titled “Built to Last.” On August 10, 2026, the Public Art Commission unanimously voted 7-0 to retain the artwork titled “Built to Last” on the traffic signal box located at 5th Avenue and Juniper Street.

BACKGROUND

On May 8, 2023, the Public Art Commission approved the formation of the Escondido Expressions Pilot Program subcommittee. The program was subsequently approved as part of the City’s 2024-2025 Annual Workplan on September 18, 2024.

The Escondido Expressions Program was established to provide grants to local artists for the creation of original artwork on local traffic signal control boxes. The program is intended to enhance the visual character of Escondido neighborhoods by transforming traffic signal control boxes into public art installations. To date, 40 artist-designed installations have been completed through the program.

On July 27, 2026, the Economic Development Director was notified that the owner of the property depicted in the artwork had contacted the City and requested immediate removal of the artwork. Public Art staff subsequently determined that the request should be presented to the Public Art Commission for consideration with a recommendation to decommission the artwork.

Public Art staff also contacted the artist, Sean Flannery, and requested that he develop an alternative design for the location in the event that the existing artwork was decommissioned.

On August 10, 2026, the Public Art Commission considered the request and voted 7-0 to retain the existing artwork on the traffic signal box at 5th Avenue and Juniper Street.



CITY of ESCONDIDO

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On August 19, 2026, the City of Escondido received an appeal from Julie Anne Moore and Mark Moore, owners of 700 S. Juniper St., Escondido, CA 92025, the Albert H. Beach House, regarding the Public Art Commission's decision.

APPEAL FORMAT

The appeal hearing will provide the appellant and the Public Art Commission Chair with an opportunity to present information to the City Council regarding the appeal. The presentation and rebuttal periods are as follows:

- **Appellant Presentation:** 10 minutes
- **Public Art Commission Presentation:** 10 minutes
- **Appellant Rebuttal:** 5 minutes (if desired)
- **Public Art Commission Rebuttal:** 5 minutes (if desired)

CITY COUNCIL OPTIONS

The City Council may consider the appeal and take one of the following actions:

Option 1: Grant the Appeal

If the City Council grants the appeal, the current artwork depicting the "Albert H. Beach House" on the traffic signal box at 5th Avenue and Juniper Street will be removed or covered.

Following removal or covering of the current artwork, the Public Art Commission will have an opportunity to consider and approve different artwork for the traffic signal box in accordance with the applicable public art process. The estimated cost associated with commissioning an artist to create and paint a new artwork is \$750.

Option 2: Deny the Appeal

If the City Council denies the appeal, the Public Art Commission's August 10, 2026, decision will remain in effect, and the current artwork titled "Built to Last" will remain on the traffic signal box at 5th Avenue and Juniper Street. There will be no fiscal impact associated with this option.

ATTACHMENTS

- a. Attachment "1"—Public Art Commission Appeal
- b. Attachment "2"—"Built to Last" Artwork depicting the Albert H. Beach house



CITY *of* ESCONDIDO

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- c. Attachment "3" — Letter from Artist
- d. Attachment "4" — Letter from Public Art Commission

Mayor Dane White
Members of the Escondido City Council
City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Formal Appeal and Request for Removal of Traffic Signal Box Artwork Depicting Our Home

Dear Mayor White and Members of the Escondido City Council:

We are submitting this letter as a formal appeal of the Public Art Commission's decision to retain the artwork depicting our private residence on the traffic signal box located at the intersection of Fifth Avenue and Juniper Street.

Before the artwork was painted, we clearly and repeatedly informed the individuals involved that we did not give permission for our home to be depicted on the traffic signal box.

When we first learned of the proposed project, we spoke directly with the artist, Sean Flannery, and told him that he did not have our permission to paint our house on the box. We also spoke with a representative of the Public Art Commission and clearly stated that we did not consent to the use of our home. In addition, we called Sandra Aguilar, Management Analyst for Economic Development, and left a message informing her that permission had not been given.

Despite our express objections, the City-sponsored artwork was completed.

After the box was painted, we made numerous good-faith attempts to communicate with Ms. Aguilar and resolve this matter. We went to City Hall three separate times to visit her office, but she was not available. We left messages, provided our business card, and asked that she contact us. We also called and emailed her. To date, she has never responded to us.

We later received a telephone call from Mayor White asking whether we had been notified of the Public Art Commission meeting scheduled for August 10, 2026, at which the artwork depicting our home was placed on the agenda. We had not been notified of the meeting and were out of town at the time. Consequently, we had no meaningful opportunity to attend, present our position, provide documentation of our prior objections, or respond before the Commission voted.

We understand that the Public Art Commission voted to keep the artwork. We respectfully appeal that decision for the following reasons:

1. We expressly objected to the depiction of our home before the artwork was painted.
2. The artist, a representative of the Public Art Commission, and City staff were informed that we did not consent to the project.

3. The artwork was completed despite the City having advance notice of our objection.
4. Our repeated efforts to communicate with the responsible City representative were not acknowledged or answered.
5. We were not notified of the August 10 Public Art Commission meeting and therefore had no opportunity to be heard before the Commission made its decision.
6. The artwork depicts a readily identifiable, privately owned historic residence. Our home is not merely a generic architectural image; it is closely associated with us, our property, and our stewardship of an important historic resource.

Our objection is not an objection to public art or to the artist personally. It concerns the City's decision to proceed with a public artwork depicting our private residence after we had clearly and repeatedly said no. At a minimum, we believe the City should have communicated with us, addressed our concerns, and provided notice and an opportunity to be heard before approving or retaining the artwork.

We respectfully request that the City Council:

1. Overturn the Public Art Commission's decision;
2. Direct the City to remove or completely paint over the depiction of our home on the traffic signal box;
3. Refrain from approving any replacement artwork depicting our property without first obtaining our written permission; and
4. Ensure that we receive timely written notice of the City Council meeting at which this appeal will be considered, together with a meaningful opportunity to present our position and supporting documentation.

We ask the City Council to consider the fundamental issue of fairness presented by this matter. We voiced our objection before the artwork was created, yet the project proceeded without our consent. Our subsequent calls, emails, messages, and in-person visits went unanswered, and the Commission then voted on the matter at a meeting of which we were not notified.

We respectfully ask the City Council to correct this situation by ordering the removal of the depiction of our home.

Thank you for your consideration. We request that this letter and any supporting materials we submit be included in the official record for this appeal and the upcoming City Council meeting.

Respectfully,

Julie Anne Moore
Mark Moore



Owners and Stewards of The Moore Manor aka Albert H. Beach House
700 S Juniper St, Escondido



9/1/24

Subject: Retention of "Built to Last" Public Art Installation

Dear Escondido City Council Members,

I am writing regarding my recently completed utility box mural, "**Built to Last**," which depicts the Beach House Victorian design and was painted legally through the Escondido Expressions program.

City staff recently asked me to accept a stipend to paint a new box elsewhere so they can paint over this completed work to satisfy a retroactive complaint from one resident.

While I would love to paint another utility box for our city, I cannot agree to the destruction of this one.

At 85 years old, my focus is on sharing my love of art with the Escondido community. I would gladly accept a new commission to add *more* art to our neighborhoods, but I will not trade one completed piece for another just to quiet a single complaint.

This mural was formally approved by your Public Art Commission. Erasing it now undermines the city's official vetting process. Furthermore, under the California Art Preservation Act (Civil Code § 987), legally placed public art is protected from arbitrary destruction.

I did my part legally and with great joy. I am eager to paint another box for Escondido, but "Built to Last" must stay. I ask the City Council to stand by its commission's decision and protect this community asset.

Sincerely,



[Artist Name]

[Contact Information]

760-670-6258

Suzanne Nicolaisen - Zanniki

Escondido Art Association Ambassador

Email: snicolaisen@cox.net

Cell: (760) 500 7750

Website: www.zanniki.net

ESCONDIDO CITY CLERK
'26 SEP 1 PM 3:21:47

Subject: Upholding the Public Art Commission's Unanimous Decision on the "Built to Last" Mural

Dear Mayor and City Council,

Ahead of the upcoming City Council meeting, I am writing to you on behalf of the Escondido Public Art Commission to request your support in upholding our unanimous decision to retain the newly painted utility box mural themed "Built to Last."

This piece was created by Sean Flannery, a beloved, long-time Escondido resident and senior artist in his 80s, widely known as our local Fuller Brush man. This mural represents the most significant commission of Mr. Flannery's lifetime, celebrating his deep passion for historical architecture.

While a nearby resident has persistently demanded that this public asset be painted over, we urge you to consider the following facts:

- **No Historical Infringement:** The utility box sits entirely on public property and is located nearly two blocks away from the resident's home (the historic Beech House Victorian). It does not alter or infringe upon the historical integrity of her property.
- **Full Process Compliance:** The Commission strictly followed every established municipal rule, safety guideline, and vetting protocol for this project.
- **Federal Legal Protections:** The mural aligns with protections outlined in 17 U.S. Code § 120 (Architectural Works Copyright Protection Act), which safeguards the public depiction and viewing of architectural elements from public spaces.
-

- **A Dangerous Precedent:** Erasing an approved public art piece solely because a single neighbor demands her own way sets a highly volatile precedent. If individual complaints can override unanimous commission decisions, future residents could demand the alteration of any public asset—including absurd demands like **putting clothes on the iconic "Nana" figures** at Niki de Saint Phalle's *Queen Calafia's Magical Circle*.

The theme of this artwork is "**Built to Last.**" We ask that you honor that sentiment, protect our senior artists, and preserve the integrity of Escondido's civic processes by upholding the Commission's decision.

Thank you for your time, leadership, and continued support of the arts in Escondido.

Sincerely,

Commissioner Patricia Spann
Vice Chair Public Art Commission



STAFF REPORT

September 16, 2026
File Number 0600-10; A-3612

SUBJECT

A CONSULTING SERVICES AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. FOR REAL PROPERTY CONSULTING SERVICES

DEPARTMENT

Economic Development – Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-147 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement (“CSA”) with Jones Lang LaSalle Americas, Inc. (referred to herein as “JLL” or “Consultant”) for real property consulting services.

Staff Recommendation: Approval (Economic Development: Christopher McKinney, Deputy City Manager)

Presenter: Francisco Vargas, Management Analyst – Economic Development; Timer Paidá, Management Analyst – Real Property

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development; Financial Stewardship; Restore Organizational Capacity

FISCAL ANALYSIS

The Consulting Services Agreement with JLL is attached as Exhibit “A” to Resolution No. 2026-147. The total contract amount for these services shall not exceed \$300,000. The CSA includes a monthly retainer of \$20,700 for an estimated Fiscal Year 2026-2027 cost of approximately \$248,400. Funding for this CSA is included in the Fiscal Year 2026-2027 Economic Development Department budget. Future phases of work may require additional funding.

PREVIOUS ACTION

On July 14, 2025, staff released a Request for Proposal (“RFP”) No. 25-13 for Real Property Portfolio Consultant services. Staff selected JLL as the most responsive and responsible firm based on the criteria attached to the RFP.



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On October 1, 2025, the City Council adopted Resolution No. 2025-119, authorizing the Mayor to execute a Consulting Services Agreement with JLL for services similar to those described in Exhibit “A.” On November 20, 2025, the Mayor executed the agreement with JLL, which termed on June 30, 2026.

BACKGROUND

Since Fiscal Year 2023–2024, the City’s Real Property Division has experienced significant staff turnover, reducing internal capacity to manage and strategically evaluate the City’s real property portfolio. With existing staff focused on day-to-day operations and ad hoc real property initiatives, continued support from JLL is needed to restore organizational capacity and advance a more strategic approach to portfolio management. JLL’s continued assistance will help the City identify opportunities to optimize underutilized real property assets, support revenue generation, and align the portfolio with the City’s long-term real property and fiscal goals.

Task 1: Portfolio Assessment

The Consultant has substantially completed the initial assessment of the City’s real property portfolio under its former CSA dated November 20, 2025. The remaining scope of work is intended to address minor adjustments, refinements, and updates identified by staff as the assessment is finalized. This includes maintaining and refining the inventory of the City’s real property assets, including improvements, fair market values (“FMVs”), etc., as needed. The Consultant will also review and update City lease information and provide staff with a summary of applicable agreements, including any clarifications necessary to ensure the information is accurate and complete.

Task 2: Strategic Advisory and Roadmap Development

The Consultant will provide strategic guidance on potential property acquisition opportunities and advise the City on strategies to promote, market, and dispose of City-owned property in alignment with the City’s real property and fiscal goals. The Consultant will also coordinate with the City Attorney’s Office on legal issues related to the Surplus Land Act (“SLA”) to support compliance.

Task 3: Real Property Representation

The Consultant will accompany and advise staff during real property-related meetings and transactions. With staff or under the direct supervision of staff, the Consultant will conduct site tours of City-owned properties and assist staff with negotiations from offer acceptance through the close of the transaction.

Task 4: Ongoing Real Estate Advisory

The Consultant initiated this task under its former CSA dated November 20, 2025, and shall continue providing services on an as-needed basis. Services shall include providing real estate consulting services and advice; presenting to the Economic Development Subcommittee and City Council, including providing



CITY *of* ESCONDIDO

STAFF REPORT

written reports and accompanying presentations as needed; and obtaining and reviewing title reports for City projects.

Task 5: Real Property Portfolio Strategy

The Consultant initiated this task under its former CSA dated November 20, 2025, and shall continue advancing the Phase 2 Real Property Portfolio Strategy in coordination with staff. This work shall include incorporating feedback into the real property portfolio strategy, including regular stakeholder check-ins, identification of optimization or monetization opportunities, and proposed implementation timelines. Work completed to date shall be incorporated into the final Phase 2 deliverables, with remaining efforts focused on completing, refining, and implementing the strategy, in coordination with staff. The Consultant shall also develop a Long-Range Real Property Management Plan that identifies estimated implementation timing, costs, benefits, and return on investment for the recommendations developed, and coordinate with external real property experts.

RESOLUTIONS

- a. Resolution No. 2026-147
- b. Resolution No. 2026-147 – Exhibit “A” – Consulting Services Agreement

RESOLUTION NO. 2026- 147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. FOR REAL PROPERTY CONSULTING SERVICES

WHEREAS, the City of Escondido ("City") has allocated funding in the adopted operating budget for various professional services in the Economic Development Department ("Department"); and

WHEREAS, the City Council authorized the Mayor to execute a Consulting Services Agreement for Real Property Consulting Services with Jones Lang LaSalle ("JLL") on October 1, 2025, in the not to exceed amount of \$300,000; and

WHEREAS, the City Council desires at this time and deems it to be in the public interest to authorize this Consulting Services Agreement with JLL in the amount not to exceed amount of \$300,000.

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 Consulting Services Agreement with Jones Lang LaSalle Americas, Inc., which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference, for real property consulting services, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Christopher McKinney
(760) 839-4090
("CITY")

And: JONES LANG LASALLE AMERICAS, INC.
a Maryland corporation
200 E. Randolph Drive
Chicago, IL 60601
Attn: Matt Do
858-410-1219
("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 provide an analysis of the CITY's Real Property Portfolio and Real Property Advisory Services ("Project");

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 **\$300,000**. 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.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Either Party may terminate this Agreement for any reason upon providing the other Party with 30 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. If the CITY terminates this Agreement due to fault or failure of performance by CONSULTANT, then CITY shall provide CONSULTANT at least 10 business days written notice to cure. 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.

Termination of Brokerage Services. Notwithstanding the foregoing, with respect to brokerage services, CONSULTANT shall submit a list within 10 days following termination or expiration, which list shall set forth prospective transactions identified by CONSULTANT during the term of this Agreement. In the event the CITY executes any such prospective transaction within 180 days following termination, then the CITY shall recognize CONSULTANT as its exclusive broker with respect to such transaction and CONSULTANT shall be entitled to a commission in connection with such transaction as though it were completed during the term of this Agreement.

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. Notwithstanding any term in the Agreement to the contrary, CONSULTANT shall retain all right, title, and interest in any and all intellectual property: (i) created by CONSULTANT prior to this Agreement, including (without limitation) CONSULTANT proprietary software programs and processes for providing services and (ii) created by CONSULTANT during the term of the Agreement in the normal course of business for CONSULTANT's clients generally. Upon CITY request, at Agreement completion, CONSULTANT will provide, in a format readable by software not

proprietary to CONSULTANT, all CITY computer data and information that CONSULTANT created under the Agreement.

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-: FSC 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.
- 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 third party claims, demands, actions, 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 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 negligent 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 third party 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, except that the CITY acknowledges that real estate brokers and salespersons whose real estate licenses are affiliated with Jones Lang LaSalle Americas, Inc. may perform licensable brokerage services in connection with an assignment under this contract, and the CITY consents to such representation. 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/dprevwagedetermination.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. Consequential Damages. Except to the extent of the obligations in Section 8 (Indemnification, Duty to Defend, and Hold Harmless), neither Party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively “non-direct damages”) resulting from its performance or non-performance of its obligations under this Agreement even if such non-direct damages are attributed to breach of the contract, tort or negligence, or otherwise caused; such Party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages. Further, with the exception of CONSULTANT's indemnification obligations relating to third party claims, CONSULTANT's total liability to the CITY for damages incurred during this Agreement shall not exceed the annual fees paid to CONSULTANT under this Agreement.
25. 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 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: _____

Dane White, Mayor

Jones Lang LaSalle Americas, Inc.

Date: _____

Matt Do, Vice President and Managing Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Jones Lang LaSalle Americas, Inc., a Maryland corporation (referred to herein as "JLL" and "CONSULTANT") will provide the City of Escondido, a California municipal corporation ("CITY") with consulting services for an analysis of the CITY's Real Property Portfolio and ongoing Real Property Advisory Services ("Project").

B. Location

The services under this Agreement will be performed primarily remotely at CONSULTANT's offices. On occasion, in person meetings may be arranged and requested at the offices of the City of Escondido, located at 201 N. Broadway, Escondido, California 92025. Site visits, property tours, and other on-location services will be conducted at various CITY-owned properties, as directed by the CITY.

C. Services

The CONSULTANT shall perform the following services for the CITY, including but not limited to:

1. **Task 1: Portfolio Assessment:** The Consultant has substantially completed the initial assessment of the CITY's Real Property Portfolio under its former Consulting Agreement dated November 20, 2025. The remaining scope of work is intended to address minor adjustments, refinements, and updates that may be identified by CITY staff as the assessment is finalized:
 - a. Maintain and refine an inventory of the CITY's real property assets, including Assessor's Parcel Numbers (APNs), addresses, asset types, acreage, improvements, and fair market values (FMVs), as necessary to incorporate minor corrections or updates identified by CITY staff;
 - b. Review and update, as necessary, information related to leases within the CITY's Real Property Portfolio; and
 - c. Provide CITY staff with a summary of applicable agreements and make minor revisions or clarifications as needed to ensure the information is accurate and complete.
2. **Task 2: Strategic Advisory and Roadmap Development**
 - a. Provide guidance on potential property acquisition opportunities;
 - b. Provide advice to the CITY on strategies to promote and dispose of CITY-owned property; and
 - c. Coordinate with the City Attorney's Office on legal issues related to the Surplus Lands Act ("SLA").
3. **Task 3: Real Property Representation**
 - a. Accompany and provide advice to CITY staff in relation to real property related meetings and transactions;
 - b. With CITY staff or under the direct supervision of CITY staff, conduct site tours of CITY-owned properties with prospectives;
 - c. With CITY staff or under the direct supervision of CITY staff, assist with negotiations from offer acceptance through the close of the transaction;
4. **Task 4: Ongoing Real Estate Advisory:** The Consultant has initiated this task under its former Consulting Agreement dated November 20, 2025, and shall continue on an as-needed basis. The Consultant shall:
 - a. Provide real estate consulting services and advice, on an as-needed basis;

- b. Present to the Economic Development Subcommittee and the Escondido City Council, and deliver written reports with accompanying presentations on an as-needed basis;
- c. Obtain and review title reports for CITY projects.

5. **Task 5: Phase 2 - Real Property Portfolio Strategy**: The Consultant has initiated this task under its former Consulting Agreement dated November 20, 2025, and shall continue advancing Phase 2 - Real Property Portfolio Strategy, including the following, in coordination with CITY staff:

- a. Conduct a Phase 2 Workshop in person to initiate Phase 2 work, aligning project priorities and schedule.
 - i. **Workshop**: will be facilitated by JLL and will be held with the CITY's Real Property team to incorporate the feedback from the initial workshop with the findings from the Phase 1 Portfolio Study to deliver the **Phase 2 Real Property Strategy**, which will include elements such as:
 - 1. Portfolio performance criteria, with defined measurements of success and regular check-ins with relevant CITY stakeholders.
 - 2. Priority optimization or monetization opportunities, such as a surplus Real Property List identifying associated estimated values and proposed implementation timelines.
 - 3. CITY access and user integration with JLL real property software tool (such as the Property Analytics Tool or "PAT".)
- b. Work completed to date shall be incorporated into the final Phase 2 deliverables, with remaining work focused on completing, refining, and implementing the strategy in coordination with CITY staff.
 - i. Develop a Long-Range Real Property Management plan, that proposes estimated implementation timing, cost, benefits, and return on investment for the five recommendations JLL delivered in Phase 1 and Phase 2.
 - ii. Coordination of external real property experts (e.g., title reports, appraisals, and cell tower advisors). Invoicing for deliverables generated by other expert groups will be passed through as an expense and shall not be drawn against the "advisory services fee."

Additional Real Property Advisory Services. The following sample tasks indicate the range of services available to address individual assets or portfolio-wide initiatives that are separate and apart from the defined tasks related to the Real Property Advisory Services Identified above.

Specific services, scopes, schedules and fees shall be mutually agreed in writing by the parties on a task-order basis including scope and compensation.

Examples include, but are not limited to:

- 1. Property Condition Assessments (PCA) or Facility Condition Assessments (FCA) to determine property conditions and deferred maintenance;
- 2. Real Property and Facilities Management Technology Advisory

D. Scheduling

CONSULTANT shall coordinate with the designated CITY staff to schedule the performance of services in advance by contacting Christopher McKinney at Christopher.Mckinney@escondido.gov or Timer Paida at Timer.Paida@escondido.gov.

Specific dates and times for site visits, meetings, property tours, and other activities shall be confirmed with the CITY prior to commencement.

CONSULTANT will provide reasonable advance notice when scheduling services and shall adjust to accommodate the CITY's availability and operational needs. Further scheduling instructions will be provided upon coordination with CITY staff.

E. Contract Price and Payment Terms

The overall contract price of this Agreement shall not exceed **\$300,000**. The CITY will reimburse JLL for all costs associated with travel and lodging relating to the services outlined in this Agreement. JLL will request approval from the CITY for any costs greater than \$700. The cost for services provided under this Agreement, excluding commission fees, reimbursable travel expenses, and any Additional Real Property Advisory Services requested, as detailed below, shall not exceed \$20,700 per month.

Compensation under this Agreement shall include services rendered between July 1, 2026 and the Effective Date.

The Additional Real Property Advisory Services described above are available at the CITY's discretion and will be approved on a Task Order Basis only.

Commission fees under this Agreement shall be paid for out of the proceeds of a transaction on behalf of CITY, as seller, lessor or sublessor and shall not be counted towards the Real Property Advisory not to exceed amount of **\$300,000**.

Commission fees under this Agreement shall be calculated as follows:

1. COMMISSION SCHEDULE

CONSULTANT shall be entitled to receive a market commission in connection with the acquisition and disposition services provided under this Agreement.

The following services are excluded from the \$20,700 per month flat rate fee and shall be deemed part of the acquisition and disposition related brokerage services compensated on a commission basis, and out of the proceeds of a transaction, as is customary for acquisition and disposition related brokerage services:

- a. Disposition and Marketing
 - i. Prepare marketing materials (in both electronic and print formats) to advertise properties, distribute them to prospective buyers through appropriate media channels, and report the outreach results to the CITY.
- b. Transaction Support
 - i. With CITY staff or under the direct supervision of CITY staff, assist with coordination of the closing of real estate transactions;
 - ii. With CITY staff or under the direct supervision of CITY staff, perform other customary services and activities associated with real estate transactions

U.S. Property Acquisitions: For property acquisition brokerage services on behalf of CITY as buyer, lessee, or sublessee, CONSULTANT shall look solely to the seller, lessor or sublessor (as applicable) for payment of commissions, and in no event shall CITY be liable to CONSULTANT for payment of such commissions. However, CITY agrees not to sign a purchase and sale agreement, lease or sublease with a party who has refused to sign a commission agreement with CONSULTANT to pay the commission.

U.S. Property Dispositions: For property disposition brokerage services performed on behalf of CITY, as seller, lessor or sublessor, CITY shall pay CONSULTANT a market commission, per Table E.1 below. CONSULTANT shall be entitled to be paid such commission regardless of whether the purchaser or tenant, or subtenant (as applicable), as the case may be, is procured

by CONSULTANT, CITY or a third party. In the event of a sale of property, the commission shall be paid at closing through escrow. In the event of a lease, the commission shall be limited to a percentage of the first year of the lease and shall be paid out of lease payments as those payments are made to the City, until the commission is paid in full to CONSULTANT. In the event of a lease buyout or termination, the commission shall be paid upon full execution of the buyout or termination agreement. In the event of a sublease or assignment, the commission shall be paid as follows: one-half (1/2) upon full execution of the sublease or assignment document, and the remaining one-half (1/2) upon the scheduled commencement date of the sublease or assignment term set forth in the sublease or assignment (as applicable).

Table E.1					
U.S. Property Dispositions (lease)			U.S. Property Dispositions (sale)		
	With Co-Op Broker	No Outside Broker		With Co-Op Broker	No Outside Broker
JLL	2.50%	5.00%	JLL	2.50%	4.00%
Outside Broker	4.00%	0.00%	Outside Broker	2.50%	0.00%
Total	6.50%	5.00%	Total	5.00%	4.00%

2. COMMISSION FEES UPON EXPIRATION OF AGREEMENT

Within 10 days following the expiration or earlier effective date of termination of this Agreement, CONSULTANT shall furnish to CITY a list of all prospective transactions with respect to which CONSULTANT has had negotiations during the term of this Agreement and the name of each prospective transaction party. If within 180 days thereafter, CITY enters into a contract with respect to any such prospective transactions with any such listed party (or an affiliate, heir, successor or assign thereof), or negotiations continue, resume or commence with any such listed party (or an affiliate, heir, successor or assign thereof) during such 180 days period and thereafter continue and result in a consummation of the transaction, a commission shall be due and payable to CONSULTANT in accordance with this Table E.1 and the commission agreement between CONSULTANT and the party owing such commission.

F. Term

The term of this Agreement shall be from the Effective Date through **June 30, 2027** ("Initial Term"). Prior to the end of the Initial Term, this Agreement may be renewed for one additional option term, upon written mutual agreement by the CITY and the CONSULTANT.

Option Term: July 1, 2027 through June 30, 2028

G. Other

CONSULTANT agrees to keep all confidential or proprietary information received from the CITY strictly confidential and not to disclose it to any third party, except as required to perform services under this Agreement or as required by law.

H. Subconsultants

From time to time, and only as necessary for the proper performance of the Services, the CONSULTANT may retain subconsultants; provided, however, that the CONSULTANT shall obtain the prior written authorization of the CITY before engaging any subconsultant. Unless otherwise approved in writing by the CITY, the cost of any authorized subconsultant shall be reimbursed by the CITY on a cost-recovery basis, without markup, and shall be excluded from the not-to-exceed compensation set forth in this Agreement. CONSULTANT shall submit reasonable documentation supporting such costs with its invoices. CONSULTANT shall remain fully responsible for the performance, acts, and omissions of any subconsultant, and shall ensure that all subconsultants comply with all applicable provisions of this Agreement, including, but not limited to, insurance and indemnification requirements.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Chris Baumgart, Managing Director, Chris.Baumgart@jll.com, JLL and
2. Shawn Lorentzen, Managing Director, Shawn.Lorentzen@jll.com, JLL and
3. Matt Do, Managing Director, Matt.Do@jll.com, JLL, and
4. Karlen Beitman, Senior Vice President, Karlen. Beitman@jll.com, JLL, and
5. Chris Fry, Associate Vice President, Christopher.Fry@jll.com, JLL and
6. Jack Borgeson, Analyst, Jack.Borgeson@jll.com, JLL

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: _____

Matt Do, Vice President and Managing Director



STAFF REPORT

September 16, 2026

File Number 0600-00

SUBJECT

LETTER IN SUPPORT OF THE NORTH COUNTY TRANSIT DISTRICT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2026 GRANTS FOR BUSES AND BUS FACILITIES

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council authorize the Mayor to execute a letter, on behalf of the City of Escondido, in support of the North County Transit District application to the Federal Transit Administration for funding under the Fiscal Year 2026 Grants for Buses and Bus Facilities Program for the Bus Security Camera Modernization Project.

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

Presenter: Joe Garcia, Deputy Mayor

ESSENTIAL SERVICE— No

COUNCIL PRIORITY— Prioritize Public Safety

FISCAL ANALYSIS

There is no fiscal impact to the City of Escondido associated with the recommended action. Authorizing a letter of support does not obligate the City to provide any funding, matching contribution, or in-kind resources. The grant funds requested under the Fiscal Year 2026 Grants for Buses and Bus Facilities Program, if awarded, would be provided by the Federal Transit Administration directly to the North County Transit District, which would be responsible for administering the project and satisfying all applicable program requirements.

PREVIOUS ACTION

On September 2, 2026, Deputy Mayor Garcia and Mayor Dane White requested that this item be placed on a Future City Council Agenda.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The North County Transit District (“NCTD”) provides public transportation services throughout northern San Diego County, including the BREEZE fixed-route bus system that serves the City of Escondido and neighboring communities. Deputy Mayor Joe Garcia serves as the City's representative on the NCTD Board of Directors.

The Federal Transit Administration (“FTA”), an agency of the United States Department of Transportation, administers the Grants for Buses and Bus Facilities Program pursuant to federal public transportation law (Title 49, United States Code, Section 5339).

The program provides competitive funding to states, designated recipients, and local governmental entities that operate fixed-route bus service for capital projects, including the replacement and rehabilitation of buses and related equipment and facilities. For Fiscal Year 2026, the FTA issued a Notice of Funding Opportunity, and complete applications must be submitted through the federal funding system, Grants.gov, by September 21, 2026.

NCTD intends to submit an application under the Fiscal Year 2026 program for its Bus Security Camera Modernization Project. Competitive grant applications of this type are strengthened by demonstrated support from the local jurisdictions served by the applicant. NCTD has requested that the City of Escondido provide a letter of support to accompany its application. Because the application deadline precedes the next regularly scheduled City Council meeting, this item is presented for consideration at the September 16, 2026 meeting.

The Bus Security Camera Modernization Project (“Project”) would replace obsolete network video recorder (“NVR”) systems installed on the NCTD fleet of BREEZE transit buses. NVR systems receive, process, and store video footage captured by onboard security cameras. According to NCTD, the existing NVR systems are incompatible with current technology, which limits the ability of NCTD to make further improvements. The Project would replace the legacy systems with a modern video management platform that provides real-time monitoring, enhanced video quality, and broad compatibility with current security camera technology.

The proposed improvements are intended to advance several public safety and service objectives. Modernized systems would strengthen passenger and operator safety, improve incident response and coordination with local law enforcement, and enhance the quality and accessibility of recorded video. These capabilities would also help protect public access to employment, healthcare facilities, schools, recreation, and commercial activity throughout the NCTD service area.

NCTD serves a combination of urban, suburban, and rural communities, each with distinct mobility needs, and its service area includes two federally designated Opportunity Zones. The Project would improve the safety, security, and reliability of BREEZE service along routes that serve areas with high-density youth populations. For these reasons, the application is consistent with the stated goals of the Grants for Buses



CITY *of* ESCONDIDO

STAFF REPORT

and Bus Facilities Program, which include promoting safety and deploying innovative technology across the public transportation networks of the nation.

The attached letter expresses the support of the City of Escondido for the NCTD application and recommends that the Federal Transit Administration approve the funding request. The letter is limited to support for this specific application. It does not establish a City policy position beyond that support, and it does not commit the City to any funding obligation or future action. Providing letters of support for regional transit and infrastructure grant applications is a routine practice that allows the City to encourage investment in services that benefit Escondido residents at no cost to the City.

ATTACHMENTS

- a. Attachment "1"—Letter of Support to the Federal Transit Administration

September 16, 2026

The Honorable Matthew Cahill
Acting Deputy Administrator and Chief Counsel
Federal Transit Administration
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Support for NCTD's Application for the Fiscal Year 2026 Grants for Buses and Bus Facilities Program

Dear Acting Deputy Administrator and Chief Counsel Cahill:

I write to express the City of Escondido's support for the Bus Security Camera Modernization Project (Project) submitted by North County Transit District, operating as North County Transit – San Diego Railroad (NCTD), to the Federal Transit Administration's Fiscal Year 2026 Grants for Buses and Bus Facilities Program.

NCTD is requesting funding to replace obsolete network video recorder (NVR) systems on its fleet of BREEZE transit buses. NVR systems receive, process, and store video footage from security cameras. The existing NVR system is incompatible with modern technology, hindering NCTD's ability to make improvements. The Project will replace legacy NVR systems with a modern video management platform that provides real-time monitoring, enhanced video quality, and broad compatibility with current security camera technology.

NCTD's application aligns well with the goal of the Buses and Bus Facilities Program to promote safety and deploy innovative technology on public transportation networks throughout the nation. New NVR systems will bolster passenger and operator safety, improve incident response and collaboration with local law enforcement, and augment video quality and accessibility. Furthermore, the Project will protect public access to jobs, healthcare facilities, schools, recreation, and commercial activities within NCTD's service area.

The Project will enhance public transportation safety in two Opportunity Zones located in NCTD's service area, facilitating safe public transit operations in these areas. Additionally, NCTD serves a mix of communities, including urban, suburban, and rural areas, each with distinct mobility needs. The Project will improve the public transportation experience for families by enhancing the safety, security, and reliability of NCTD's BREEZE bus service along routes serving areas with high-density youth populations.

The City of Escondido recommends that the Federal Transit Administration approve NCTD's funding request for the Fiscal Year 2026 Grants for Buses and Bus Facilities Program. Thank you for your consideration.

Sincerely,

Dane White
Mayor, City of Escondido



September 16, 2026

**Item No. 18: WORKSHOP – DEVELOPMENT
SERVICES STREAMLINING
UPDATE**

- No materials available. Presentation and Council discussion only.



CITY of ESCONDIDO

FUTURE AGENDA

9/23/2026 - NO MEETING

9/30/2026

CONSENT CALENDAR - (K. SNYDER) - GRAPE DAY PARK RESTROOMS BUDGET ADJUSTMENT, APPROVAL TO ADVERTISE REQUEST FOR BIDS

CONSENT CALENDAR - (K. SNYDER) - APPROVE SDG&E EASEMENT FOR FAMILY HEALTH CENTER

CONSENT CALENDAR - (D. PETERSON) - HALE AVENUE RESOURCE RECOVERY FACILITY ("HARRF") DIGESTER CLEANING PROJECT: BID AWARD AND BUDGET ADJUSTMENT - Request the City Council take the following actions: 1) Adopt Resolution No. 2026-136, authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$2,171,250 with Synagro-WWT, Inc., the lowest responsive and responsible bidder, for the Hale Avenue Resource Recovery Facility ("HARRF") Digester Cleaning Project ("Project") and 2) Approve a Budget Adjustment in the amount of \$X,XXX,XXX.

CONSENT CALENDAR - (C. MCKINNEY) - CONSULTING AGREEMENT WITH SAPPHOS ENVIRONMENTAL, INC. FOR HISTORIC STRUCTURE EVALUATIONS AND HISTORIC STRUCTURE ASSESSMENT REPORTS (HSARS) - Request the City Council adopt Resolution No. 2026-148 authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with Sapphos Environmental, for Historic Structure Evaluations and Historic Structure Assessment Reports in the

CONSENT CALENDAR - (J. GOULART) - SPLASH PAD AT GROVE PARK PROJECT CHANGE ORDER

CONSENT CALENDAR - (J. GOULART) - HR GREEN CONSULTING AGREEMENT

CONSENT CALENDAR - (K. PLUNKETT) - FY 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT REQUEST THE CITY COUNCIL ADOPT RESOLUTION NO. 2026-161 AUTHORIZING THE ESCONDIDO POLICE DEPARTMENT TO ACCEPT A FY 2026-27 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$352,000; AUTHORIZE THE CHIEF OF POLICE OR THEIR DESIGNEE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY; AND APPROVE BUDGET ADJUSTMENTS NEEDED TO SPEND GRANT FUNDS. THE POLICE DEPARTMENT WILL USE GRANT FUNDS TO PAY FOR TRAFFIC SAFETY SUPPLIES, DUI

CONSENT CALENDAR - (K. PLUNKETT) - FY 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT REQUEST THE CITY COUNCIL ADOPT RESOLUTION NO. 2026-162 AUTHORIZING THE ESCONDIDO POLICE DEPARTMENT TO ACCEPT A FY 2026-27 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT IN THE AMOUNT OF \$21,000; AUTHORIZE THE CHIEF OF POLICE OR THEIR DESIGNEE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY; AND APPROVE BUDGET ADJUSTMENTS NEEDED TO SPEND GRANT FUNDS. THE POLICE DEPARTMENT WILL USE GRANT FUNDS TO PAY FOR POLICE OFFICER OVERTIME FOR EDUCATIONAL PROGRAMS RELATED TO BICYCLE AND PEDESTRIAN SAFETY, AND TO PROVIDE BICYCLE HELMETS, EDUCATIONAL MATERIALS AND SAFETY SUPPLIES TO

CONSENT CALENDAR - SECOND READING AND ADOPTION - ORDINANCE NO. 2026-09R - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE COUNTY OF SAN DIEGO BATTERY ENERGY STORAGE SYSTEM (BESS) GUIDELINES AS A LOCAL AMENDMENT TO THE CALIFORNIA FIRE CODE

PUBLIC HEARING - (K. SNYDER) - PL26-0228 - A PRIVATE DEVELOPMENT PROJECT LOCATED AT 555 N CENTRE CITY PKWY, ESCONDIDO, CA FOR A CONDITIONAL USE PERMIT MODIFICATION TO AN EXISTING RESIDENTIAL CARE FACILITY TO PROVIDE ADDITIONAL TRANSITIONAL AND SUPPORTIVE

CURRENT BUSINESS - (Z. BECK) - CUSTOMER SERVICE INITIATIVE REPORT

CURRENT BUSINESS - (C. MCKINNEY) - 2026/2027 PUBLIC ART ANNUAL WORK PLAN