



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 02, 2025

4:00 PM - Closed Session (Parkview Conference Room)

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

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

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



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HOW TO PARTICIPATE

The City of Escondido provides two 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

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

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WEDNESDAY, APRIL 02, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

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.

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))

- (a) Interins Exchange of the Automobile Club (AAA)
City of Escondido Claim No. 5861

II. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code section 54956.8)

- (a) Property: 137-151 W. Valley Pkwy, Escondido
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: Touchstone MF Fund I, LLC and/or KB Escondido, LLC
Under Negotiation: Terms of First Amended Purchase & Sale Agreement
- (b) Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: California Center for the Arts, Escondido
Under Negotiation: Terms of Management Agreement

ADJOURNMENT



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REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CLOSED SESSION REPORT

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 (COUNCIL)

Request the City Council approve the City Council and Housing Successor Agency warrants issued between March 17, 2025 to March 23, 2025.

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



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3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. CHANGE ORDER NO. 1 TO PURCHASE ORDER AGREEMENT NO. 39822 INCREASING THE ANNUAL PURCHASE AMOUNT OF FERRIC SULFATE FOR THE WATER TREATMENT PLANT

Request the City Council adopt Resolution No. 2025-17, authorizing the Finance Department to execute a change order increasing the annual purchase order for Ferric Sulfate by \$570,000.

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Director of Utilities)

Presenter: Reed Harlan, Assistant Director of Utilities - Water

a) Resolution No. 2025-17

6. CHANGE ORDER NO. 4 TO PURCHASE ORDER AGREEMENT NO. 39330 INCREASING THE ANNUAL PURCHASE AMOUNT FOR HAULING AND BENEFICIAL REUSE OF BIOSOLIDS BY \$160,000 AND APPROVE THE FIRST ONE YEAR OPTION TO RENEW FOR FISCAL YEAR 2025/26

Request the City Council adopt Resolution No. 2025-18, authorizing the Finance Department to execute a change order increasing annual purchase order for the hauling and beneficial reuse of Hale Avenue Resource Recovery Facility ("HARRF") biosolids by \$160,000 and authorizing the City Manager to execute an amendment to the Public Service Agreement with Tule Ranch/ Western Express Transporter's, Inc./ Ag Tech LLC, to exercise the first one-year option to renew for the hauling and beneficial reuse of biosolids from the HARRF for fiscal year 2025/26.

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-18

7. CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2025-19, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-19



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8. AWARD CONSTRUCTION CONTRACT FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT E. WASHINGTON AVENUE AND N. ROSE STREET

Request the City Council adopt Resolution No. 2025-22 awarding a construction contract for the Traffic Signal and Intersection Improvements at E. Washington Avenue and N. Rose Street to HMS Construction Inc., and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$575,000 to complete the work.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2025-22

9. AWARD CONSTRUCTION CONTRACT FOR THE ANNUAL STREET REHABILITATION AND MAINTENANCE PROJECT

Request the City Council adopt Resolution No. 2025-21 awarding the Annual Street Rehabilitation and Maintenance Project to Eagle Paving, LLC, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$5,074,265.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Matt Souttere, Project Manager

a) Resolution No. 2025-21

10. A RESOLUTION IN SUPPORT OF AN APPLICATION BY THE DEVELOPERS OF THE TESORO SQUARE PROJECT FOR TAX-EXEMPT BOND FUNDING OF DEVELOPMENT IMPACT FEES VIA THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM

Request the City Council adopt Resolution No. 2025-07 in support of an application by the developer of the Tesoro Square Project for tax-exempt bond funding of development impact fees. The application will be submitted to the California Municipal Finance Authority's ("CMFA") for consideration of funding via the Bond Opportunities for Land Development ("BOLD") Program.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Christopher McKinney, Deputy City Manager/Interim Director of Development Services

a) Resolution No. 2025-07



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CURRENT BUSINESS

11. COMMUNITY REQUEST - FUNDING FOR INDIGENOUS CULTURE AND ART FESTIVAL, APRIL 19, 2025

Request the City Council provide direction on the San Pasqual Band of Kumeyaay Indians' request for the City to sponsor a portion or the full cost of the Indigenous Culture and Art Festival event. If City Council chooses to provide funding, adopt Resolution No. 2025-28 authorizing the Mayor to enter into a Public Service Agreement with the San Pasqual Band of Kumeyaay Indians for an amount not to exceed the total cost of hosting the event.

Staff Recommendation: Provide Direction (Economic Development Services: Jennifer Schoeneck, Director of Economic Development Services)

Presenter: Robert Rhoades, Assistant Director of Community Services and Sandra Aguilar, Management Analyst

a) Resolution No. 2025-28

FUTURE AGENDA

12. 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

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, April 09, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, April 16, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

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.



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

April 02, 2025
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between March 17, 2025 to March 23, 2025

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	03/17/2025 to 03/23/2025
Total	\$5,744,136.55
Number of Warrants	242

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.



Consent Item No. 3

April 2, 2025

APPROVAL
OF
MINUTES



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 agendized in the Consent Calendar, as well as the full text of all ordinances agendized 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

April 2, 2025
File Number 0470-25

SUBJECT

CHANGE ORDER NO. 1 TO PURCHASE ORDER AGREEMENT NO. 39822 INCREASING THE ANNUAL PURCHASE AMOUNT OF FERRIC SULFATE FOR THE WATER TREATMENT PLANT

DEPARTMENT

Utilities Department, Water Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-17, authorizing the Finance Department to execute a change order increasing the annual purchase order for Ferric Sulfate by \$570,000.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Reed Harlan, Assistant Director of Utilities - Water

ESSENTIAL SERVICE – Yes, Clean Water

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for the Change Order is available in the operating budget of the Water Enterprise Fund.

PREVIOUS ACTION

On May 25, 2022, the City Council adopted Resolution No. 2022-51, authorizing the unit pricing for seventeen chemicals, effective July 1, 2022 through June 30, 2023, to be used at the Escondido-Vista Water Treatment Plant (“WTP”), Hale Avenue Resource Recovery Facility (“HARRF”), and the Membrane Filtration Reverse Osmosis (“MFRO”) Facility. The City Council authorized the option to renew for four, one-year periods, conditioned upon budget appropriations.

On June 7, 2023, the City Council adopted Resolution No. 2023-61, accepting the chemical unit price increases and authorizing the Finance Manager to execute purchase orders for the 2023-2024 fiscal year, effective July 1, 2023 through June 30, 2024, and authorizing the City Manager to approve of chemical unit price increases, including those greater than 10 percent (10%), for the three remaining one-year period options to renew.



CITY *of* ESCONDIDO

STAFF REPORT

BACKGROUND

Ferric sulfate is the primary coagulant used at the Water Treatment Plant in the water treatment process. Its purpose is to remove suspended material in the raw water through the coagulation and sedimentation processes in order to create potable water.

The overall cost of local water is less expensive than purchasing imported water, however, the treatment of local water requires more ferric sulfate than the treatment of imported raw water due to the higher content of organics and inorganics in the local water. This past year, the City was able to capitalize on maximizing the use of our local water system, reducing the amount of imported water purchased from the San Diego County Water Authority. As a result, the amount of ferric sulfate used this fiscal year has been much higher than originally estimated.

Based on increased usage, it is anticipated that the funds in the existing ferric sulfate Purchase Order will be exhausted before the end of Fiscal Year 2024-2025. Accordingly, staff requests approval of the \$570,000 Change Order for ferric sulfate resulting from the increased need.

RESOLUTIONS

- a) Resolution No. 2025-17

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ADDITIONAL PURCHASE OF THE FERRIC SULFATE CHEMICAL FOR THE WATER TREATMENT PLANT

WHEREAS, the Escondido-Vista Water Treatment Plant (“WTP”) requires the use of numerous chemicals to treat water to potable standards; and

WHEREAS, sufficient funds are available in the operating budget of the Water Enterprise Fund to purchase such chemicals; and

WHEREAS, local area runoff and direct rainfall into Lakes Dixon and Wohlford over the last two winters has reduced the amount of imported water purchased from the San Diego County Water Authority; and

WHEREAS, local water is less expensive than purchasing imported water, however it requires more ferric sulfate, the main coagulant used for the removal of suspended organics and inorganics in the water treatment process, to treat local water.

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 additional purchase of Ferric Sulfate and authorizes the Director of Finance to execute a change order in the amount of \$570,000.



STAFF REPORT

April 2, 2025

File Number 0600-10; A-3218-2

SUBJECT

CHANGE ORDER NO. 4 TO PURCHASE ORDER AGREEMENT NO. 39330 INCREASING THE ANNUAL PURCHASE AMOUNT FOR HAULING AND BENEFICIAL REUSE OF BIOSOLIDS BY \$160,000 AND APPROVE THE FIRST ONE YEAR OPTION TO RENEW FOR FISCAL YEAR 2025/26

DEPARTMENT

Utilities Department, Wastewater Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-18, authorizing the Finance Department to execute a change order increasing annual purchase order for the hauling and beneficial reuse of Hale Avenue Resource Recovery Facility ("HARRF") biosolids by \$160,000 and authorizing the City Manager to execute an amendment to the Public Service Agreement with Tule Ranch/ Western Express Transporter's, Inc./ Ag Tech LLC, to exercise the first one-year option to renew for the hauling and beneficial reuse of biosolids from the HARRF for fiscal year 2025/26.

Staff Recommendation: Approval (Utilities Department, Angela Morrow, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

ESSENTIAL SERVICE – Yes, Sewer

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for the Change Order and for fiscal year 2025/26 is available in the Wastewater Operating Budget.

PREVIOUS ACTION

On April 20, 2022, the City Council approved Resolution No. 2022-46, authorizing the Mayor to execute a Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc./ Ag Tech LLC for the hauling and beneficial reuse of biosolids from the HARRF. The contract term was three years with two, one-year options to extend.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Biosolids are a product of the wastewater treatment process. During the wastewater treatment process, liquids are separated from the solids. Those solids are then treated physically and chemically to produce a semisolid, nutrient-rich product known as biosolids. Biosolids can be beneficially reused when treated to meet state and federal requirements. Disposal and beneficial reuse are regulated by the Environmental Protection Agency (“EPA”) and the San Diego Regional Water Quality Control Board.

The HARRF treatment process produces approximately 16,000 tons of Class B biosolids, which are qualified for beneficial reuse. Some examples of beneficial reuse of Class B biosolids include alternate daily cover for active landfill cells and soil amendment for crops grown for purposes other than human consumption (i.e., cotton, animal feed, etc.). The hauler delivers empty trailers to the HARRF, where they are loaded with biosolids and transported to the reuse site.

The HARRF solids handling treatment process produces approximately 51 wet tons of Class B biosolids per day and operates, on average, 313 days per year. The digested sludge is dewatered in City-owned centrifuges to a targeted range of 25-30 percent (25-30%) solids moisture content. During the months of July, August, September, and October of 2024, the centrifuge efficiency decreased due to required major maintenance of the centrifuges. The manufacturer, Andritz, recommends maintenance timelines based on runtime hours, in which two of the three centrifuges reached the maximum runtime hours and needed to be rebuilt. Because of the delicate tolerances of the internal components of the centrifuges, the City contracts with the manufacturer for these major maintenance activities and the machines are shipped to Texas for the rebuilds.

As a result of the decreased efficiencies with the centrifuges, the biosolids being produced and hauled were wetter than normal and exceeded the target range of solids moisture content. The wetter biosolids increased the weight to be hauled, exceeding our forecasted estimates and contract budget for the 2024/25 fiscal year.

Staff also requests to exercise the first one-year option to renew with Tule Ranch/Western Express Transporter’s, Inc./Ag Tech LLC for fiscal year 2025/26. Due to the rising Consumer Price Index and increases in contractor costs, including but not limited to minimum wage increases, benefits increases, and new equipment, a rate increase of 9 percent (9%) was negotiated between the City and Contractor. The price will increase from \$49.65 per wet ton to \$54.11 per wet ton. The price of the amendment allows for a fuel surcharge to be applied if the price of diesel fuel rises above \$4.803 per gallon.

RESOLUTIONS

- a) Resolution No. 2025-18
- b) Resolution No. 2025-18 – Exhibit “A” – Public Services Agreement Amendment with Tule Ranch/Western Express Transporter’s, Inc./Ag Tech LLC

RESOLUTION NO. 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING ADDITIONAL FUNDS FOR FY 2024/25 ANNUAL PURCHASE AMOUNT FOR HAULING AND BENEFICIAL REUSE OF BIOSOLIDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, THE THIRD AMENDMENT WITH TULE RANCH/ WESTERN EXPRESS TRANSPORTER'S, INC./ AG TECH LLC FOR HAULING AND BENEFICIAL REUSE OF HARRF BIOSOLIDS

WHEREAS, the Hale Avenue Resource Recovery Facility ("HARRF") generates biosolids as part of its wastewater treatment process; and

WHEREAS, Federal and State regulations require that these biosolid are transported away from the HARRF and disposed or reused in a legal and responsible manner; and

WHEREAS, the biosolids produced at the HARRF may be beneficially reused as alternate daily cover at landfills or as soil amendments for non-food crops; and

WHEREAS, Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC possesses the equipment necessary for hauling and beneficial reuse of HARRF biosolids; and

WHEREAS, required major maintenance on the centrifuge equipment caused inefficiencies resulting in heavier hauling loads, which exceeded the forecasted estimates for FY 2024/25; and

WHEREAS, the Utilities Department desires to utilize the first one-year option to renew services with Tule Ranch/ Western Express Transporter's, Inc/ Ag Tech LLC for FY 2025/26.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Director of Utilities.
3. That the City Council approves Resolution No. 2025-18.
4. That the City Manager is authorized to execute, on behalf of the City, A Public Services Agreement Amendment with Tule Ranch/ Western Express Transporter's, Inc./ Ag Tech LLC in substantially the same format as Exhibit "A", which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
THIRD AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Third Amendment to Public Services Agreement ("Third 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: Kyle Morgan
760-839-6290, ext. 7017
("CITY")

And: Western Express Transporter's, Inc.
a California corporation
4323 E. Ashlan Ave.
Fresno, CA 93726
Attn: Kurt Wyrick
559-647-3377
("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 May 27, 2022, which was subsequently amended by a First Amendment dated April 4, 2023, and Second Amendment dated September 9, 2023 (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide services for hauling and beneficial use of biosolids, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as described in this Third Amendment.

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 will furnish all of the Services described in Agreement.
2. Pursuant to this Third Amendment, the term of the Agreement shall be extended through **June 30, 2026**.

3. Pursuant to this Third Amendment, the current rate of \$49.65 per wet ton will increase to \$54.11 per wet ton, plus fuel surcharge as of **July 1, 2025**.
4. Pursuant to this Third Amendment, the CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$975,000**. The contract price of this Third Amendment (\$975,000) shall bring the cumulative Agreement price to (\$3,233,750).
5. All other terms of the Agreement not referenced in this Third Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this third Amendment, this Third Amendment shall prevail.
6. This Third 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.
7. This Third 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 Third Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
8. Unless a different date is provided in this Third Amendment, the effective date of this Third Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Sean McGlynn, City Manager

Western Express Transporter's, Inc.

Date: _____

Betty Magan, President

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.



STAFF REPORT

April 2, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-19, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for the Emergency Repair of the Escondido Trunk Sewer Main is available in the Wastewater Capital Improvement Project (“CIP”) budget for Sewer Trunk Main, CIP No. 801913.

PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repair of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On July 17, 2024, the City Council adopted Resolution No. 2024-103, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.



CITY of ESCONDIDO

STAFF REPORT

On July 23, 2024, a Public Improvement Agreement with CCL Contracting, Inc. was executed for the emergency repair of Section 2, from Beech Street to Grape Day Park, on a time and materials basis in an amount not to exceed \$10,240,691.

On August 7, 2024, the City Council adopted Resolution No. 2024-106, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main. In addition, City Council approved a budget adjustment in the amount of \$12,036,225 to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO.

On August 21, 2024, a Public Improvement Agreement with J.R. Filanc Construction Company was executed for the emergency repair of Section 1, Ash Street from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot, on a time and materials basis in an amount not to exceed \$1,795,534.

On August 28, 2024, the City Council adopted Resolution No. 2024-117, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On September 11, 2024, the City Council adopted Resolution No. 2024-131, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 2, 2024, the City Council adopted Resolution No. 2024-141, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 23, 2024, the City Council adopted Resolution No. 2024-146, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On November 20, 2024, the City Council adopted Resolution No. 2024-162, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On December 4, 2024, the City Council adopted Resolution No. 2024-178, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 8, 2025, the City Council adopted Resolution No. 2025-03, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 29, 2025, the City Council adopted Resolution No. 2025-06, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On February 19, 2025, the City Council adopted Resolution No. 2025-08, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.



CITY of ESCONDIDO

STAFF REPORT

On March 19, 2025, the City Council adopted Resolution No. 2025-14, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities Staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. This allowed staff to work directly with contractors to address the necessary repairs to the failing trunk sewer main.

The current and continuing scope of work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care ("Firestone") parking lot to the Walmart Neighborhood Market ("Walmart") parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.

Figure 1





CITY of ESCONDIDO

STAFF REPORT

Section 1 emergency repair work began on August 7, 2024. All work, except for the final slurry seal coat to the Firestone parking lot. Firestone operates seven days a week and is only closed three days out of the year. Due to the four-hour minimum curing time, the final slurry seal coat to the Firestone parking lot is scheduled to be completed by J.R. Filanc Construction Company on July 3, 2025, which will allow proper cure time and no disruption to Firestone’s normal operating hours.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by July 31, 2025. The contractor, CCL Contracting, Inc. (“CCL”), has installed approximately 3,300 linear feet of pipe, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; and north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle, through the Westmont Assisted Living Community and onto easement area to Grape Street. Additional work over the last several weeks includes: installation of new 24” trunk sewer pipeline, reconnection of sewer laterals, construction of new manholes, removal of SDGE transformer conflicts, and installation of two backup generators to provide temporary power to two business while SDGE temporarily removed transformers over the trunk sewer main, and installation of a temporary bypass pumping system with associated above grade highline between Grape Street and Hickory Street, along the Escondido Creek access road. Section 2 trunk main installation work continues along the easement paralleling the channel from the Westmont Assisted Living Senior Community through to Grape Street. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to communicate and coordinate with affected businesses within the construction zones of influence, as well as other City Departments regarding current and upcoming construction, including the upcoming closure of Ash Road for final improvements, the Grand Avenue Corridor Project, the Grape Day Park Restroom Project, and the Escondido Creek Trail Project.

RESOLUTIONS

- a) Resolution No. 2025-19

RESOLUTION NO. 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

WHEREAS, the City Council recognizes that the City's trunk sewer main pipeline defined in the two following critical sections are at risk of imminent, catastrophic failure:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; Resolution No. 2025-08 on February 19, 2025; and Resolution No. 2025-14 On March 19, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, on August 7, 2024, City Council approved a budget adjustment in the amount of twelve million, thirty-six thousand, two-hundred twenty-five dollars (\$12,036,225) to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with CCL Contracting, Inc., in an amount not to exceed ten million, two hundred forty thousand, six hundred ninety-one dollars (\$10,240,691) on July 23, 2024; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with J.R. Filanc Construction Company in an amount not to exceed one million, seven hundred ninety-five thousand, five hundred thirty-four dollars (\$1,795,534) on August 21, 2024; and

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

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

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

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding

process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

April 2, 2025

File Number 0600-10; A-3544

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT E. WASHINGTON AVENUE AND N. ROSE STREET

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-22 awarding a construction contract for the Traffic Signal and Intersection Improvements at E. Washington Avenue and N. Rose Street to HMS Construction Inc., and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$575,000 to complete the work.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Infrastructure

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Sufficient Traffic Impact Funds are programmed in the Capital Improvement Program budget to complete this project.

PREVIOUS ACTION

None



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On February 27, 2025, four sealed bids were received in response to the advertised request for bids for the project. The confirmed totals for the totals are as follows:

HMS Construction, Inc.	\$575,000.00
DBX, Inc.	\$710,440.00
Montano Pipeline, Inc.	\$767,414.00
Palm Engineering Construction Company, Inc.	\$1,087,992.40

Staff has evaluated the bids and determined that the construction bid submitted by HMS Construction Inc. is the lowest responsive and responsible bid. Staff recommends awarding a construction contract in the amount of \$575,000.00 to HMS Construction Inc.

RESOLUTION

- a) Resolution No. 2025-22
- b) Resolution No. 2025-22 Exhibit "A" – Public Improvement Agreement

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT PROJECT AT E. WASHINGTON AVENUE AND N. ROSE STREET

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Traffic Signal and Intersection Improvement project located at E. Wasington and N. Rose Street Project (“Project”); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, four sealed bids for the project were opened and evaluated on February 27, 2025; and

WHEREAS, HMS Construction Inc., was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with HMS Construction Inc., in the amount of \$575,000.00.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with HMS Construction Inc., in a substantially similar form to that 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
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of the last date of signature below (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Ed C Vasquez, Project Manager
760-546-3944
("CITY")

And: HMS Construction Inc., “a California corporation”]
2885 Scott Street
Vista, CA 92081
Attn: James Conrad Weaver
760-727-9808 ext 225
("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 work relating to the Traffic Signal and Intersection Improvements at E. Washington Avenue and N. Rose Street, as further 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. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents (“Work”). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans,

drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.

3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$575,000.00** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **180 calendar days** of the notice to proceed being issued ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$500 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
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 Work, 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 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (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), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' 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) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (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) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *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 additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (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 within 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 within 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 within this Agreement concerning indemnification.
 - f. *Compliance.* 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. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth 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 (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. 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 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. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting

from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

- 9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
- 10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
- 11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
- 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. 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.

14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. 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. Prevailing Wages and Department of Industrial Relations Compliance. 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, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This 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.

24. 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 portion of the Work under this Agreement are and will be authorized to perform the Work 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 Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of 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

HMS Construction Inc.

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

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.



STAFF REPORT

April 2, 2025

File Number 0600-10; A-3545

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR THE ANNUAL STREET REHABILITATION AND MAINTENANCE PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-21 awarding the Annual Street Rehabilitation and Maintenance Project to Eagle Paving, LLC, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$5,074,265.

Staff Recommendation: Approval (Chris McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer)

Presenter: Matt Souttere, Project Manager

ESSENTIAL SERVICE – Yes, Infrastructure

COUNCIL PRIORITY – Improve Public Safety and Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

Adequate funding for this contract and its administration is programmed in the street rehabilitation and maintenance Capital Improvement Program accounts, which include Gas Tax, TransNet, and Road Maintenance and Rehabilitation Account (“RMRA”) funds.

PREVIOUS ACTION

No previous action has been taken on this project.

BACKGROUND

The Annual Street Rehabilitation and Maintenance Project (“Project”) will involve the removal of existing trees causing damage to existing streets and concrete, replacement of damaged concrete such as curb and gutter, sidewalk, pedestrian ramps, and cross gutters, rehabilitation of existing pavement, application



CITY of ESCONDIDO

STAFF REPORT

of crack sealant and surface treatments to extend the life of the pavement, and re-striping of affected streets within the Central-North Maintenance Zone and including the City’s portion of Lake Wohlford Road. Although Lake Wohlford Road is not in the Central-North Maintenance Zone, it was added to the Project due to very poor condition of the pavement, and frequent pothole repairs by Public Works. Additionally, updated striping with the rehabilitation of Lake Wohlford Road will increase safety measures on the road.

The Central-North Maintenance Zone is bounded by State Route 78 to the North, Interstate 15 to the west, 5th Ave to the south, and N Ash Street to the east. The Project will treat approximately 17 lane-miles of pavement and add or replace 3.9 miles of striping to improve bike lane corridors. In addition, the Project will improve 240 linear feet of sidewalks, 56 linear feet of curb and gutters, and add 2 ADA curb ramps. See Resolution No. 2025-21 - Exhibit “B” for a complete list of streets to be rehabilitated or resurfaced in this project.

On March 13, 2025, six sealed bids were received in response to the advertised request for bids for the Project. Totals for the six bids submitted are listed below:

Eagle Paving LLC	\$5,074,265.00
Hazard Construction Engineering LLC	\$5,867,972.85
Martin Marietta	\$5,892,426.70
Palm Construction	\$6,942,777.52
Rove Engineering	\$7,777,777.78
Nationwide Contracting Services, Inc.	\$10,599,767.70

Staff has evaluated the bids and determined that the bid submitted by Eagle Paving LLC is the lowest responsive and responsible bid. The lowest bid was 45 percent (45%) lower than the Engineer’s Estimate of \$9,250,329.40. Staff recommends that the bid submitted by Eagle Paving LLC be considered the lowest responsive and responsible bid, and that a contract be awarded in the amount of \$5,074,265.00.

RESOLUTIONS

- a) Resolution No. 2025-21
- b) Resolution No. 2025-21 – Exhibit “A” – Public Improvement Agreement
- c) Resolution No. 2025-21 – Exhibit “B” – List of Streets included in Project

RESOLUTION NO. 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE ANNUAL STREET REHABILITATION AND MAINTENANCE PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Annual Street Rehabilitation and Maintenance Project which will occur in the Central-North Maintenance Zone; and

WHEREAS, the streets that will be rehabilitated or resurfaced as part of the Project are listed in Exhibit "B" which is attached and incorporated into this Resolution; and

WHEREAS, a notice inviting bids for the Project was duly published on February 12, 2025 ("Notice"); and

WHEREAS, in response to the Notice, the City received six sealed bids for the Project, which were opened and evaluated on March 13, 2025; and

WHEREAS, after careful consideration, Eagle Paving LLC was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Eagle Paving LLC in the amount of \$5,074,265.

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 Public Improvement Agreement with Eagle Paving LLC, in a substantially similar form to that 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
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 20__ (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: [Nicholas Josten]
("CITY")

And: Eagle Paving LLC
A California limited liability company
dba Toro Engineering
13915 Danielson Street, Ste 201
Poway, CA 92064
Attn: Joel Batule
858-486-6400
("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 work relating to the Annual Street Rehabilitation and Maintenance Project (“Project”), occurring on Right of Way property located within the City of Escondido, CA (“Property”), as further 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. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary

General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Attachments to this Agreement, which is incorporated herein by this reference (“Work”). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR’s completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$5,074,265** (“Contract Price”). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY’s prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy by **95 working days** (“Completion Date”). Extension of terms or time of performance shall be subject to the CITY’s sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$2,400.00 per day for each calendar day of delay until the Work is completed and accepted (“Liquidated Damages Amount”). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
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 Work, 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 0001 11188 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the

CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

- (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), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) *Workers' Compensation.* Workers' 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) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *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 additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

- (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 within 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 within 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 within this Agreement concerning indemnification.
- f. *Compliance.* 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. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth 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 (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. 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 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. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so (“Cure Period”), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY’s procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY’s employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
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. 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.

14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. 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. Prevailing Wages and Department of Industrial Relations Compliance. 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, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This 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.

24. 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 portion of the Work under this Agreement are and will be authorized to perform the Work 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 Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of 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: _____

Dana White, Mayor

EAGLE PAVING LLC

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

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.



Bond No.: _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving LLC, a California limited liability company (“Principal”), have entered into that certain Public Improvement Agreement dated _____ (“Agreement,” hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Annual Street Rehabilitation and Maintenance Project in the Central-North Maintenance Zone.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California (“Surety”), are held and firmly bound unto the City of Escondido, a California municipal corporation (“City”) in the penal sum of five million seventy four thousand two hundred and sixty five dollars and zero cents (\$5,074,265), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and

the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____

Date: _____



Bond No.: _____
Premium: _____

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving LLC, a California limited liability company (“Principal”), have entered into that certain Public Improvement Agreement dated _____ (“Agreement,” hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Annual Street Rehabilitation and Maintenance Project in the Central-North Maintenance Zone.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation (“City”), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California (“Surety”), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of five million seventy four thousand two hundred and sixty five dollars and zero cents (\$5,074,265), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____

Date: _____

Exhibit B: List of Streets included in Project

Street Name	Beginning Location	End Location
Lake Wohlford Road	Valley Center Road	City Limit
Rock Springs Road	Mission Ave	Washington Ave
Quince Street	Washington Ave	Valley Pkwy
Quince Street	2 nd Ave	5 th Ave
Escondido Blvd	Washington Ave	Valley Pkwy
Centre City Pkwy	Valley Pkwy	Washington Ave
2 nd Ave	Tulip St	Upas St
2 nd Ave	Upas St	Howell Heights Dr
3 rd Ave	Upas St	Tulip St
3 rd Ave	Tulip St	Quince St
4 th Ave	Quince St	Spruce St
4 th Ave	Upas St	Tulip St
5 th Ave	Vine St	Upas St
5 th Ave	Upas St	Tulip St
Howell Heights Dr	2 nd Ave	End N
Caroline Way	Upas St	Howell Heights Dr
Spruce St	Grand Ave	2 nd Ave
Spruce St	2 nd Ave	5 th Ave
Gordon Court	2 nd Ave	Murray Court
Murray Court	Gordon Court	Upas Street
Grand Court	Tulip Street	End
Upas Street	5 th Ave	End
Escondido Blvd	Valley Pkwy	Grand Ave
Escondido Blvd	Grand Ave	2 nd Ave
Escondido Blvd	Mission Ave	Washington Ave
Pine Street	Valley Pkwy	5 th Ave
Valley Pkwy	Quince St	Tulip St
5 th Ave	Quince St	Centre City Pkwy
5 th Ave	Tulip St	Quince St
Tulip St	3 rd Ave	5 th Ave
Redwood St	4 th Ave	5 th Ave
2 nd Ave	Spruce St	Tulip St
3 rd Ave	Quince St	Pine St
4 th Ave	Pine St	Quince St
Spruce St	Washington Ave	Norlak Ave
Norlak Ave	Spruce St	Quince St
Sugarloaf Dr	Seven Oakes Dr	Homestead Pl
Homestead Pl	Seven Oakes Dr	End



STAFF REPORT

April 2, 2025
File Number 0440-20

SUBJECT

A RESOLUTION IN SUPPORT OF AN APPLICATION BY THE DEVELOPERS OF THE TESORO SQUARE PROJECT FOR TAX-EXEMPT BOND FUNDING OF DEVELOPMENT IMPACT FEES VIA THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-07 in support of an application by the developer of the Tesoro Square Project ("Project") for tax-exempt bond funding of development impact fees. The application will be submitted to the California Municipal Finance Authority's ("CMFA") for consideration of funding via the Bond Opportunities for Land Development ("BOLD") Program.

Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Christopher W. McKinney, Deputy City Manager

FISCAL ANALYSIS

There is no direct expenditure of funds by the City. All costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application is the responsibility of CMFA. If bond funds are issued to fund facilities projects in the City, Finance Department staff will be responsible for monitoring the timely and appropriate expenditure of the Project funds. Staff and processes are already in place to monitor other sources of bond financing (e.g., Water and Wastewater bond funding), so the additional monitoring is not anticipated to additionally burden staff. All future City project costs, including project management cost, would be funded through the bond proceeds. The bonds themselves would be repaid through property assessments on future homeowners.

The table on the following page shows the funding that the developer is planning to submit to the CMFA BOLD Program to cover development impact fees of the Tesoro Square Project. If tax-exempt bonds are sold to fund the Project's impact fees, the City will have 3 years to identify specific projects within the City and expense the funds. These levels of funding – both the amounts in each category and the total amount – are not final and are pending CMFA's processing of the developer's application.



CITY of ESCONDIDO

STAFF REPORT

Exhibit 2
D.R. Horton
Canterbury
Proposed CMFA BOLD CFD - City of Escondido
Preliminary Facilities List

	<u>Per Unit</u>	<u>No. Units</u>	<u>Total</u>
City of Escondido Impact Fees [1]			
Local Traffic Fee	2,095	43	90,101
Regional Traffic Fee	2,875	43	123,628
Public Facilities Fee	4,970	42	213,710
Park Fee (Multi-Family)	6,664	43	286,542
Drainage Fee (Multi-Family)	469	43	20,176
Water Connection Fee	3,510	43	150,930
Wastewater Connection Fee (3 or more bedrooms)	7,500	25	187,500
Wastewater Connection Fee (less than 3 bedrooms)	5,625	18	101,250
Total City of Escondido Fees:	\$ 27,299		\$ 1,173,836

Footnotes:

[1] Represents the proposed CMFA BOLD CFD eligible impact fees and water/sewer fees per the authorizing resolution for the City of Escondido. The City is currently in the process of updating its Fee Schedule, however the City has not indicated a timeline to approve and adopt any fee increases at this time. Reflect the current City of Escondido Fee Schedule as of 9/15/24.

PREVIOUS ACTION

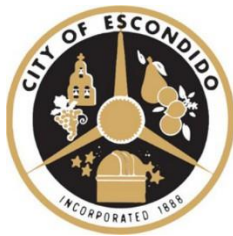
On November 15, 2023, the City Council held a Public Hearing and adopted Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

On January 10, 2024, the City Council adopted Resolution No. 2024-09 supporting an application by the developer of the Nutmeg Condominium Project for tax-exempt bond funding of development impact fees.

BACKGROUND

Tesoro Square Project

The Tesoro Square Project is a residential project totaling 43 units. This Project is located at 2402 S. Escondido Blvd.



CITY of ESCONDIDO

STAFF REPORT

BOLD Program

CMFA instituted the BOLD program to aid municipalities in their mission to provide infrastructure and other public facilities, such as schools. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds. These bonds are issued by CMFA as an alternative to issuance of land-secured bonds directly by the City. The BOLD Program is designed to help local governments, including cities and schools, and land developers throughout the State to work together to cost effectively finance public infrastructure projects and development fees.

Under the BOLD Program, bonds are issued by a community facilities district (“CFD”) formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) (“Act”). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities.

The BOLD Program is managed by CMFA through a team of bond industry professionals with experience in CFDs in the State. According to CMFA, all bond industry professionals engaged by CMFA have expertise in CFD bond issues. Presently, the BOLD Program uses Jones Hall for bond counsel, Koppel & Gruber for special tax consulting services, and Piper Sandler & Co. for underwriting services. The City, at its option, may use a municipal advisor of its choosing to review future BOLD Program applications and/or other program documents, with all related costs payable from bond proceeds.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 2025-07 supporting an application by the developer of the Tesoro Square Project for tax-exempt bond funding of development impact fees via the CMFA BOLD Program.

RESOLUTIONS

- a) Resolution No. 2025-07

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, IN SUPPORT OF AN APPLICATION BY THE DEVELOPERS OF THE TESORO SQUARE PROJECT FOR TAX-EXEMPT BOND FUNDING OF DEVELOPMENT IMPACT FEES VIA THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the City Council authorized, via adoption of Resolution No. 2023-155, the City's participation in the CMFA's Bond Opportunities for Land Development Program (the "BOLD Program"), which allows the financing of certain public facilities and/or certain development impact fees through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, the property owner and developer of the Tesoro Square Project wish to apply to CMFA for tax-exempt bond financing for certain development fees via the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member.

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

1. The City of Escondido supports an application by the developers of the Tesoro Square Project for tax-exempt bond funding of development impact fees via the CMFA's BOLD Program.

2. The City's responsibilities during the application submission, application review, potential issue of bonds, and future expenditure of bond funds are those described in Resolution No. 2023-155, which approved the City's participation in the BOLD Program.



STAFF REPORT

April 2, 2025

File Number 0480-85; 0600-10; A-3546

SUBJECT

COMMUNITY REQUEST - FUNDING FOR INDIGENOUS CULTURE AND ART FESTIVAL, APRIL 19, 2025

DEPARTMENT

Community Services

RECOMMENDATION

Request the City Council provide direction on the San Pasqual Band of Kumeyaay Indians' request for the City to sponsor a portion or the full cost of the Indigenous Culture and Art Festival event. If City Council chooses to provide funding, adopt Resolution No. 2025-28 authorizing the Mayor to enter into a Public Service Agreement with the San Pasqual Band of Kumeyaay Indians for an amount not to exceed the total cost of hosting the event.

Staff Recommendation: Provide direction on the San Pasqual Band of Kumeyaay Indians' request for the City to consider sponsoring a portion or the full cost of the event. (Community Services: Robert Rhoades, Assistant Director of Community Services)

Presenter: Robert Rhoades, Assistant Director of Community Services and Sandra Aguilar, Management Analyst

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The total estimated cost to host the Indigenous Culture and Art Festival is \$61,950. This budget includes expenses for stage setup and rentals, cultural performers and speakers, live art displays, event merchandise, insurance, security, marketing, coordination, and other administrative costs.

The San Pasqual Kumeyaay Band of Indians is requesting that the City consider sponsoring a portion or the full cost of the event. At this time, no City funds have been committed, and this is the first opportunity for the City Council to review the full scope of the financial request.

Staff is seeking City Council direction on whether to provide funding support for the event and, if so, at what level.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

None

BACKGROUND

The San Pasqual Kumeyaay Band of Indians, in collaboration with the City of Escondido, is proposing to host an Indigenous Culture and Art Festival at Grape Day Park on Saturday, April 19, 2025. The proposed event aims to celebrate Indigenous culture through music, traditional games, art, and education.

The festival is expected to feature approximately 20 vendors, including Native artists, cultural organizations, informational booths, and food vendors. Programming will include bird singing, cultural performances, live art demonstrations, and guest speakers, creating a vibrant and inclusive community celebration.

To help evaluate the event's impact and success, the organizers intend to track:

- Total number of event attendees; and
- Number and types of vendors participating; and
- Engagement and feedback from participating community groups

This will be the first year the event is held in Escondido.

RESOLUTIONS

- a) Resolution No. 2025-28
- b) Resolution No. 2025-28—Exhibit “A”—Public Service Agreement

ATTACHMENTS

- a) Attachment “1” – Indigenous Culture and Art Festival Proposal

RESOLUTION NO. 2025-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICE AGREEMENT WITH THE SAN PASQUAL BAND OF KUMEYAAY INDIANS TO SUPPORT THE INDIGENOUS CULTURE AND ART FESTIVAL EVENT ON APRIL 19, 2025

WHEREAS, the San Pasqual Band of Kumeyaay Indians has requested that the City of Escondido consider sponsoring a portion or the full cost of the Indigenous Culture and Art Festival event, proposed to be held on April 19, 2025, at Grape Day Park; and

WHEREAS, the proposed event will celebrate Indigenous culture through music, traditional games, live art, cultural performances, and education, and will include local Native vendors, artists, and community organizations; and

WHEREAS, the total estimated cost to host the event is \$61,950, and the San Pasqual Band of Kumeyaay Indians is seeking financial support to help cover event production, performer fees, rentals, marketing, security, and administrative expenses; and

WHEREAS, the City Council of the City of Escondido has determined that supporting this community event aligns with the Council priority to increase retention and attraction of people and businesses to Escondido, and promotes cultural inclusion and community engagement.

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 Public Service Agreement with the San Pasqual Band of Kumeyaay Indians to provide funding support—up to the full cost of hosting the Indigenous Culture and Art Festival event, currently estimated at \$61,950—in an amount to be determined by the City Council, attached and incorporated to this Resolution as Exhibit “A”.



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: Robert Rhoades, Ast. Director of Community Services
760- 839-5482
("CITY")

And: San Pasqual Kumeyaay Band of Indians
a Federally Reconnized Native American Tribe
P.O. Box 365, 16400 Kumeyaay Way
Valley Center, CA 92082
Attn: Stephan Cope
760-749-3200
("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 **[\$Dollar Amount]**. 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) 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. *[Intentionally Omitted.]*
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.

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

San Pasqual Kumeyaay Band of Indians

Date: _____

Stephan W. Cope, Chairman

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

San Pasqual Kumeeyaay Band of Indians, a Federally Recognized Indian Tribe ("Contractor"), will provide the City of Escondido, a California municipal corporation ("City"), with management and oversight of an Indigenous Culture and Art Festival at Grape Day Park on Saturday, April 19, 2025 ("Event"). The Event aims to celebrate Indigenous culture through music, traditional games, art, and education.

B. Location

Contractor will provide services at the City's facility located at 321 N Broadway, Escondido, CA 92025.

C. Services

Contractor shall provide management and oversight of the Event including oversight of expenses for stage setup and rentals, cultural performers and speakers, live art displays, merchandise, insurance, security, marketing, coordination, and other administrative costs as depicted in Exhibit 1, which is attached hereto and incorporated by this reference.

Management and oversight services for the Event shall include, but not be limited to:

1. Contractor will be responsible for selecting and managing subcontractors who shall provide Event services throughout the term of this Agreement;
2. Contractor shall ensure that all services provided under this Agreement, including those provided by the selected subcontractors, shall conform to all applicable City regulations and requirements;
3. Contractor shall provide the City with reports detailing the marketing activities undertaken, including metrics of success where applicable.
4. Contractor shall submit a summary for the Event, including photos and relevant documentation, to the appropriate City department for tracking purposes.

D. Scheduling

Inquires relating to this Agreement, including scheduling and coordination with City staff, may be directed to Jennifer Schoeneck, Director of Economic Development, at 760-644-5194 or jennifer.schoeneck@escondido.gov and Robert Rhoades, Assistant Director of Community Services at 760-839-5482 or robert.rhoades@escondido.gov.

E. Contract Price and Payment Terms

The total contract price shall not exceed **\$XX.XX**. The contract price includes all labor, materials, equipment, and transportation required to perform the work.

The Contractor may bill for 50% of the payment upfront for Event management, with the remaining 50% to be paid upon completion of all Event tasks and activities. For the second half

payment to be issued, the Contractor must provide photos, data of the event/activity, and a written summary of its positive impact.

Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **May 31, 2026**.

G. Other

Prior to starting work, Contractor shall obtain an encroachment permit at their sole expense.



SAVE THE DATE
Southern California
INDIGENOUS
Culture & Art Festival

April 19, 2025
10:00am - 4:00pm

Location: Grape Day Park
San Pasqual Kumeyaay Band of Indians
& City of Escondido

321 N. Broadway
Escondido CA, 92025
@native_youth_foundation





Prepared for
City of Escondido

Event Overview

Celebrate Indigenous Peoples' Day with a vibrant celebration of culture, tradition, and community. This event will feature bird singers, traditional games, informational booths, Native artistry, delicious food, and inspiring speakers.

Event Schedule

01 7:00 - 9:30 am

- Set up
-

02 10:00 - 11:30 am

- Opening Ceremony
 - Land acknowledgment and blessing by Chairman Cope
 - Performance by San Pasqual Bird Singers
 - Performance by Kumeyaay Bird Singers
-

03 11:30 am - 12:30 pm

- Speaker Series Part I
 - Kansas Middletent: Insights on Indigenous traditions and contemporary challenges.
 - Joe Perka: Addressing the MMIW (Missing and Murdered Indigenous Women) movement.
 - Food Booths: Indulge in traditional and fusion Indigenous cuisine.
-

04 1:30 - 2:30 pm

- Pechanga Cultural Group
 - Inter-Tribal Bird Songs
-

Event Schedule

05

2:30 - 3:30 pm

- Fashion, Culture, and Native Artists
 - Fashion Show
 - Featuring the designs of Rebekah Jarvey, with Son Royce Jarvey and other local Native models. Celebrate Indigenous fashion as a means of storytelling and cultural expression.
-

06

3:30 pm

- Closing Remarks
 - Gratitude to participants, vendors, and attendees for making the celebration a success.
-

07

Throughout the Day

- Traditional Games
 - Hosted by Intertribal Sports, participants can enjoy hands-on activities featuring traditional Indigenous games.
-

Vendor Information

Total Vendors: 20

- 5 Informational Booths:
 - Featuring topics such as cultural preservation, language revitalization, and Indigenous rights.
- 10 Native Artist Vendors:
 - Showcasing traditional crafts, beadwork, pottery, and contemporary art.
- 5 Food Booths:
 - Offering traditional and fusion dishes, including fry bread tacos, bison burgers, and Indigenous-inspired desserts.

Additional Highlights

- Interactive Cultural Workshops: Hands-on opportunities to explore Indigenous traditions and crafts.
- Community Networking and Storytelling Circles: Connect with others and share experiences in a meaningful way.
- Art Installations: Presentations by local Indigenous artists celebrating heritage through visual arts.

Funding Plan

Budget Plan

Indigenous Day 2025

Date: April 19, 2025

Location: Grape Day Park, Escondido, California

Expense Item	Details	Cost
Stage Setup	Stage and related arrangements.	\$8,000.00
Rentals from Mila's Dulceria	Includes electricity, porta-potties, tables, chairs, jumpers, linens, and extension cords. (includes setup/takedown)	\$4,500.00
Speakers (Appearance & Travel Fees)	Kansas Middletent and Joe Perka.	\$2,800.00
Fashion Designers (Appearance & Travel Fees)	Rebekah Jarvey and Royce Jarvey.	\$4,000.00
Cultural Singers	Indigenous musical and cultural performers.	\$5,000.00
Siyowin Performance	Traditional Indigenous performance.	\$2,500.00

Expense Item	Attach Details	Cost
Native Artist Live Art Displays	Live art display (\$1,000) Isabella Rose Designs (\$1,000) and Auntie Creations (\$500).	\$2,500.00
Shirts and Stickers	Event merchandise: 500 shirts and 100 stickers.	\$5,000.00
Insurance	Standard insurance coverage	\$1,050.00
Additional Performer	Potential performer: Tia Wood or similar artist.	\$3,500.00
Security Services	Estimated at \$30-\$50/hour (industry standard in California).	\$2,100.00
Marketing	Advertisement, ads and etc.	\$2,000.00
Curator	13.5% of the budget cost allocated to Keith Vasquez.	\$8,000.00
Event Coordinator	Neletta Reed 5% of the budget cost	\$3,000.00
Coordinators	5% Johnny H. & 5% Johnny B.	\$6,000.00
Administration Fee	Dalila Gomez 3.5% of the budget cost	\$2,000.00

Item 11.

Total Estimated Budget
\$61,950.00

Measure and Track for Success Reporting

The following metrics will be captured to highlight the event's impact and unique elements:

- Total number of attendees
- Number and types of vendors participating
- Success and engagement of community groups involved

KEY-

CONSENT CALENDAR CURRENT BUSINESS
PUBLIC HEARING WORKSHOP PROCLAMATION

Item 12.



CITY of ESCONDIDO

FUTURE AGENDA

4/9/2025

PROCLAMATION: Earth Day

CONSENT CALENDAR - (C. MCKINNEY) - A RESOLUTION IN SUPPORT OF AN APPLICATION BY THE DEVELOPERS OF THE ROSEGATE PROJECT FOR TAX-EXEMPT BOND FUNDING OF DEVELOPMENT IMPACT FEES VIA THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM - Request the City Council adopt Resolution No. 2025-XX in support of an application by the developer of the Rosegate Project for tax-exempt bond funding of development impact fees. The application will be submitted to the California Municipal Finance Authority's ("CMFA") for consideration of funding via the Bond Opportunities for Land Development ("BOLD") Program.

PUBLIC HEARING - (C. MCKINNEY) - PL24-0258 2024 OMNIBUS ZONING CODE AMENDMENT - It is requested that the City Council approve the 2024 Omnibus Zoning Code Amendment.

CURRENT BUSINESS - (J. SCHOENECK) - TEMPORARY RELOCATION OF LIBRARY SERVICES - Request the City Council approve funding for the expenses associated with the temporary relocation of Library Services during the Library infrastructure construction project.

4/16/2025 (BOARD & COMMISSION INTERVIEWS)

PROCLAMATION: Volunteer Appreciation Month

CONSENT CALENDAR - (J. SCHOENECK) - MOVING SERVICES AGREEMENT FOR TEMPORARY LIBRARY RELOCATION - It is requested that the City Council adopt Resolution 2025-26 authorizing the Mayor to execute a Public Service Agreement ("PSA") for moving services for the transfer of materials and equipment to the temporary Library location.

CONSENT CALENDAR - (C. MCKINNEY) - MATRIX CONSULTING GROUP, INC. AGREEMENT - It is requested that the City Council approve Budget Authorization and Approval of Second Amendment to the Agreement with Matrix Consulting Group, Inc. for the Streamlining of Development Services.

4/23/2025 - NO MEETING (SPRING BREAK)