



OCTOBER 24, 2018
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

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

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**October 24, 2018
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PRESENTATIONS: Certificate of Recognition - Cynthia Jimenez
California Center for the Arts, Escondido

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of October 10, 2018](#)**
4. **[ANNUAL DESTRUCTION OF RECORDS -](#)**

Request the City Council approve authorizing the destruction of City records and Police Department records for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, Hale Avenue Resource Recovery Facility, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

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

RESOLUTION NO. 2018-154

5. **[PROFESSIONAL SERVICES AGREEMENT WITH QUESTICA LTD. TO PROVIDE BUDGET SOFTWARE AND IMPLEMENTATION SERVICES -](#)**

Request the City Council approve authorizing the Mayor and City Clerk to execute a three (3) year Public Services Agreement with Questica Ltd. effective October 24, 2018 through October 23, 2021, with three (3) additional one-year renewal options. The total annual estimated cost for the first year is \$122,826; total cost not to exceed \$180,378 for the three-year agreement.

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

RESOLUTION NO. 2018-156

6. **[TELECOMMUNICATIONS NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC -](#)**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Telecommunication Network License and Encroachment Agreement with New Cingular Wireless PCS, LLC; and authorize the Real Property Manager to act on behalf of the City of Escondido as necessary to implement the Agreement.

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

RESOLUTION NO. 2018-159

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

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

CURRENT BUSINESS

7. [FINANCIAL STATUS REPORT FOR FISCAL YEAR 2017/18 AND BUDGET ADJUSTMENT FOR FISCAL YEAR 2017/18 -](#)

Request the City Council receive and file the annual financial status report for Fiscal Year 2017/18; and approve the budget adjustment that recommends using the year-end General Fund surplus of \$3,029,000 to fund specific department funding requests totaling \$2,029,000 and to transfer the remaining balance \$1,000,000 to the Section 115 Irrevocable Pension Trust.

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

FUTURE AGENDA

8. [FUTURE AGENDA -](#)

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
October 31	-	-	No Meeting	-
November 7	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
November 14	-	-	No Meeting	-
November 21	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

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

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

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

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

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

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



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.



AFFIDAVITS

OF

ITEM

POSTING



Consent Item No. 2

October 24, 2018

APPROVAL

OF

WARRANT REGISTER

CITY OF ESCONDIDO
October 10, 2018
3:30 P.M. Meeting Minutes
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, October 10, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. **Property:** 480 North Spruce Street, APN 232-091-28-00
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Pretium LLC (Custom Blow Molding)
Under Negotiation: Price and Terms of Existing Lease

- b. **Property:** Municipal Parking Lot #1, APN 229-421-26
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Touchstone Communities
Under Negotiation: Price and Terms of Agreement

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

- a. One Case - Claim No. 4980

- b. One Matter involving the potential sale of Municipal Parking Lot #1, APN 229-421-26

DEPUTY MAYOR MASSON ABSTAINED AND LEFT THE CLOSED SESSION ROOM FOR ITEMS I. b. and II. b.

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:20 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
October 10, 2018
4:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, October 10, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Mel Bittner led the Moment of Reflection.

FLAG SALUTE

Councilmember Gallo led the flag salute.

ATTENDANCE:

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

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

PRESENTATIONS

Presentation from Senator Joel Anderson to Mayor Abed.

Chair Sinnott presented a SANDAG update utilizing a PowerPoint presentation.

Karen Jewel, SR-78 Corridor Project Manager, presented a Caltrans Update on SR-78 Projects utilizing a PowerPoint presentation.

PROCLAMATIONS

Juan Magdaraog, Senior Environmental Program Specialist, accepted the proclamation for Pollution Prevention Week.

Sandra Bauer, Fire Prevention Specialist, accepted the proclamation for Fire Prevention Week.

ORAL COMMUNICATIONS

Judy Persing, Escondido, thanked Council for pedestrian sign installed on 9th Avenue.

Shirley Altman, Escondido, shared concerns regarding the water plant odors and commented that the water is dirty coming out of her faucet.

Wayne Looth, Escondido, shared comments regarding Assembly Bill 3066 and impacts to the mobilehome community.

CONSENT CALENDAR

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve all Consent Calendar items with the exception of item 5 and item 6. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of September 19, 2018**
4. **CONSULTING AGREEMENT WITH ESGIL, LLC FOR THE CONTINUATION OF BUILDING PLAN CHECK AND INSPECTION SERVICES -**

Request the City Council approve a new Consulting Agreement with EsGil, LLC in an amount not to exceed \$165,000 to continue providing professional building plan check and inspection services as a contracted extension of staff. (File No. 0600-10 [A-3260])

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

RESOLUTION NO. 2018-134

5. **TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH MOBILITIE, LLC -**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Telecommunication Network License and Encroachment Agreement with Mobilitie, LLC; and authorize the Real Property Manager to act on behalf of the City of Escondido as necessary to implement the Agreement. (File No. 0600-10 [A-3265])

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

RESOLUTION NO. 2018-151

Patricia Borchmann, Escondido, shared concerns regarding the City's fees for wireless service providers and requested this item be postponed.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve authorizing the Mayor and City Clerk to execute a Telecommunication Network License and Encroachment Agreement with Mobilitie, LLC; and authorize the Real Property Manager to act on behalf of the City of Escondido as necessary to implement the Agreement and approve Resolution No. 2018-151. Motion carried unanimously.

6. **HOMELESS EMERGENCY AID PROGRAM (HEAP) GRANT APPLICATION AND DECLARATION OF SHELTER CRISIS -**

Request the City Council approve declaring a shelter crisis in the City of Escondido and authorize the Deputy City Manager or his designee to apply for Homeless Emergency Aid Program (HEAP) funds. (File No. 0480-70)

Staff Recommendation: **Approval (City Manager's Office: William L. Wolfe)**

RESOLUTION NO. 2018-153

William L. Wolfe, Deputy City Manager, and Karen Youel, Housing and Neighborhood Services Manager, were available to answer questions.

Anne Omsted, President of League of Women Voters of North County San Diego, voiced support for this item.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve declaring a shelter crisis in the City of Escondido and authorize the Deputy City Manager or his designee to apply for Homeless Emergency Aid Program (HEAP) funds and adopt Resolution No. 2018-153. Motion carried unanimously.

7. **LEASE AGREEMENT WITH DAVID CARR, TRUSTEE OF THE KATHLEEN DUQUE CARR INTER-VIVOS REVOCABLE TRUST, AT 1045 WEST MISSION AVENUE (RECORDS CENTER) -**
Request the City Council approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with David Carr, Trustee of the Kathleen Duque Carr Inter-Vivos Revocable Trust for records storage at 1045 West Mission Avenue. (File No. 0600-10 [A-3267])

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

RESOLUTION NO. 2018-157

8. **LEASE AGREEMENT WITH STYLUTION USA, INC. (DBA WICKLINE BEDDING) AT 455 NORTH QUINCE STREET -**
Request the City Council approve authorizing the Real Property Manager to execute, on behalf of the City of Escondido, a Lease Agreement with Stylution USA, Inc. (dba Wickline Bedding) for the property at 455 North Quince Street. (File No. 0600-10 [A-3268])

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

RESOLUTION NO. 2018-158

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

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

PUBLIC HEARINGS

9. **MEMORANDUM OF UNDERSTANDING AND EXCLUSIVE NEGOTIATING AGREEMENT FOR THE POTENTIAL SALE OF 1600 WEST NINTH AVENUE (WINDSOR GARDENS) -**
Request the City Council approve authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with the Escondido Senior Housing Corporation and an Exclusive Negotiating Agreement with Community HousingWorks regarding the potential sale of Windsor Gardens. (File No. 0690-20)

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

RESOLUTION NO. 2018-163R

Jay Petrek, Assistant City Manager, Karen Youel, Housing and Neighborhood Services Manager, and Paul Mara with Keyser Marston Associates, Inc., presented the staff report utilizing a PowerPoint presentation.

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

Mary Jane Jagodzinske, representative for Community HousingWorks, presented a PowerPoint regarding Windsor Gardens.

Greg Anglea, representative for Interfaith Community Services, presented a PowerPoint sharing prospective services to be offered at Windsor Gardens.

Dennis Nelson, Escondido, shared his experience regarding Interfaith and living at Avocado Court built by Community HousingWorks.

Amy DeVaudreuil, San Diego, attorney representing Escondido Senior Housing Corporation, stated the board recommends EAH over Community HousingWorks.

Robert Alan, San Diego, voiced support for Community HousingWorks for Windsor Gardens and shared his experience living at CHW development in San Diego.

William Froebe, Escondido, shared his experience using Interfaith services.

Rosemary Amigliore, Escondido, thanked City staff for responding to code enforcement issues.

Lorde Huerta, Escondido, shared concerns with current management and voiced support for Community HousingWorks for Windsor Gardens.

Gayle Moutard, Escondido, shared concerns about the current management and their treatment of seniors living at Windsor Gardens.

Emily Paige, Escondido, shared concerns regarding current management and their treatment of seniors living at Windsor Gardens.

Judy Persing, Escondido, shared her concerns regarding the current management company and complained of inadequate notification to residents.

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

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with the Escondido Senior Housing Corporation and an Exclusive Negotiating Agreement with Community HousingWorks regarding the potential sale of Windsor Gardens and adopt Resolution No. 2018-163R. Motion carried unanimously.

FUTURE AGENDA

10. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Morasco reported attending Regional Solid Waste Association meeting, shared potential impacts of Assembly Bill 1826 and Senate Bill 1383 in regards to processing organic waste in Escondido.

Councilmember Gallo reported attending the SANDAG Borders Committee meeting; San Diego County Water Authority appointed new board members; North County Transit District will install more environmentally safe trains and reported a bluff collapsed in Del Mar.

Mayor Abed reported regarding SANDAG, Escondido applied for a Smart Growth Incentive Program Capital Grant; will receive \$1.4 million for Grand Avenue with matching funds needed for the project.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:09 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

October 24, 2018

File No. 0160-35

SUBJECT: Annual Destruction of Records

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-154, authorizing the destruction of City records and Police Department records as set forth in Exhibit "A" and Exhibit "B," which are attached to Resolution No. 2018-154, for the following departments and divisions: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Community Services, Employee Benefits, Engineering, Finance, Fire, HARRF, Housing, Human Resources, Library, Payroll, Police, Public Works, Risk Management, and Utilities.

FISCAL ANALYSIS:

None

BACKGROUND:

The records identified for destruction are more than two years old. These records do not affect the title to real property or liens thereon, are not court records, are not evidence in any claim file or any pending litigation or potential claim or litigation, are not required to be kept further by a statute, and are no longer required by the City.

Authority to destroy these records is requested as provided by California Government Code Section 34090 et seq. Said records consist of documents identified in Exhibit "A" and Exhibit "B" attached to Resolution No. 2018-154. The Department Head and the City Attorney's office have reviewed the records for historical value and for compliance with the established retention requirements, and consent to their destruction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Diane Halverson, City Clerk
10/17/2018 2:11 p.m.

ATTACHMENTS:

1. Resolution No. 2018-154
2. Resolution No. 2018-154 Exhibit A
3. Resolution No. 2018-154 Exhibit B

RESOLUTION NO. 2018-154

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DESTRUCTION OF
CERTAIN POLICE DEPARTMENT RECORDS
AND CITY RECORDS

WHEREAS, the City Clerk of the City of Escondido has described and identified City records and Police Department records, which are more than two (2) years old. These records, as listed in Exhibit "A" and Exhibit "B," do not affect the title to real property or liens thereon, are not court records, are not required to be kept further by a statute and are no longer required by the City Clerk, and are of a classification qualifying for destruction in accordance with the provisions of Government Code Section 34090 et seq.; and

WHEREAS, the City Attorney consents to the destruction of the described records in the certification and application of the City Clerk as set forth in Exhibit "A" and Exhibit "B," which are attached to this Resolution and incorporated by this reference; and

WHEREAS, once the destruction of records is complete, as set forth in Exhibits "A" and "B," the City Clerk is authorized to certify the destruction of records.

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 that there is good cause to approve the destruction of the identified City records as set forth in Exhibit "A" and the identified Police Department records as set forth in Exhibit "B".

City of Escondido

Destruction Report - Exhibit A

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Community Development / Housing 200.1					
8086	08086	0875-11 - Relocation Assistance Program	12/31/2010	08/25/2005	12/31/2006
8087	08087	0875-11 - Relocation Assistance Program	08/20/2012	08/25/2005	08/20/2008
Utility Billing - 022.1					
9706	09706-BOX	0480-31 - Credit Card Slips	12/31/2017	02/01/2010	12/31/2010
9713	09713-BOX	0480-31 - Credit Card Slips	04/30/2018	03/01/2011	04/30/2011
9736	09736-BOX	0480-31 - Credit Card Slips	12/31/2017	11/01/2010	12/31/2010
9737	09737-BOX	0480-31 - Credit Card Slips	10/31/2017	09/01/2010	10/31/2010
9738	09738-BOX	0480-31 - Credit Card Slips	02/28/2018	01/01/2011	02/28/2011
9740	09740-BOX	0480-31 - Credit Card Slips	08/31/2017	06/08/2010	08/31/2010
City Clerk - 004					
9865	09865	0640-10 - Statement of Economic Interests	05/25/2018	07/01/1992	05/25/2011
Code Enforcement - 250					
10303	10303	0480-35 - Business Licenses	11/29/2017	09/22/1992	11/29/2012
10325	10325	0480-35 - Business Licenses	07/30/2017	03/05/1975	07/30/2012
10338	10338	0480-35 - Business Licenses	10/30/2017	11/04/1954	10/30/2012
10340	10340	0480-35 - Business Licenses	08/30/2017	05/19/1982	08/30/2012
10371	10371	0480-35 - Business Licenses	08/30/2017	09/02/1980	08/30/2012
10372	10372	0480-35 - Business Licenses	07/30/2017	11/07/1975	07/30/2012
10374	10374	0480-35 - Business Licenses	08/30/2017	05/26/1987	08/30/2012
Utility Billing - 022.1					
10578	10578-BOX	0480-25 - Billings & Receipts	10/09/2017	10/01/2012	10/09/2012
10591	10591-BOX	0480-25 - Billings & Receipts	10/22/2017	10/10/2012	10/22/2012
10593	10593-BOX	0480-25 - Billings & Receipts	09/27/2017	09/20/2012	09/27/2012
10596	10596-BOX	0480-31 - Credit Card Slips	08/31/2018	07/26/2011	08/31/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Utility Billing - 022.1					
10597	10597-BOX	0480-25 - Billings & Receipts	12/12/2017	11/29/2012	12/12/2012
10601	10601-BOX	0480-25 - Billings & Receipts	11/28/2017	11/15/2012	11/28/2012
10602	10602-BOX	0480-25 - Billings & Receipts	08/27/2017	08/15/2012	08/27/2012
10605	10605-BOX	0480-25 - Billings & Receipts	11/14/2017	11/01/2012	11/14/2012
10607	10607-BOX	0480-25 - Billings & Receipts	07/30/2017	07/17/2012	07/30/2012
10608	10608-BOX	0480-25 - Billings & Receipts	10/31/2017	10/23/2012	10/31/2012
10610	10610-BOX	0480-25 - Billings & Receipts	08/14/2017	07/31/2012	08/14/2012
10617	10617-BOX	0480-25 - Billings & Receipts	09/05/2017	08/28/2012	09/05/2012
10619	10619-BOX	0480-25 - Billings & Receipts	07/16/2017	07/02/2012	07/16/2012
10622	10622-BOX	0480-25 - Billings & Receipts	09/19/2017	09/06/2012	09/19/2012
10625	10625-BOX	0480-31 - Credit Card Slips	12/30/2017	01/01/2010	12/30/2010
Code Enforcement - 250					
10711	10711	0480-35 - Business Licenses	01/26/2018	03/09/1978	01/26/2013
10712	10712	0480-35 - Business Licenses	03/31/2018	12/18/1963	03/31/2013
10727	10727	0480-35 - Business Licenses	01/01/2018	01/01/2012	01/01/2013
10728	10728	0480-35 - Business Licenses	01/01/2018	01/01/2012	01/01/2013
10729	10729	0480-35 - Business Licenses	03/04/2018	02/27/1967	03/04/2013
10730	10730	0480-35 - Business Licenses	01/31/2018	01/03/1977	01/31/2013
10777	10777	0480-35 - Business Licenses	01/31/2018	01/04/1967	01/31/2013
10778	10778	0480-35 - Business Licenses	03/31/2018	12/04/1989	03/31/2013
10781	10781	0480-35 - Business Licenses	10/01/2018	06/22/1971	10/01/2013
Payroll - 022.3					
10794	10794	0450-14 - Direct Deposit Reports	12/31/2017	01/01/2012	12/31/2012
Community Services - 101					
10846	10846-BOX	1140-30 - After School Recreation Programs	06/29/2017	04/02/2012	06/29/2012
10848	10848-BOX	1140-30 - After School Recreation Programs	08/31/2017	08/01/2011	08/31/2012
10860	10860-BOX	1140-30 - After School Recreation Programs	01/31/2017	09/01/2011	01/31/2012
Utility Billing - 022.1					
10876	10876-BOX	0480-25 - Billings & Receipts	05/03/2018	04/24/2013	05/03/2013
10878	10878-BOX	0480-25 - Billings & Receipts	01/31/2018	01/24/2013	01/31/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Utility Billing - 022.1					
10879	10879-BOX	0480-25 - Billings & Receipts	04/09/2018	03/28/2013	04/09/2013
10882	10882-BOX	0480-25 - Billings & Receipts	04/23/2018	04/10/2013	04/23/2013
10883	10883-BOX	0480-25 - Billings & Receipts	12/27/2017	12/13/2012	12/27/2012
10887	10887-BOX	0480-25 - Billings & Receipts	02/22/2018	02/13/2013	02/22/2013
10889	10889-BOX	0480-25 - Billings & Receipts	03/14/2018	03/04/2013	03/14/2013
10893	10893-BOX	0480-25 - Billings & Receipts	01/09/2018	12/31/2012	01/09/2013
10896	10896-BOX	0480-25 - Billings & Receipts	02/12/2018	02/01/2013	02/12/2013
10898	10898-BOX	0480-25 - Billings & Receipts	01/23/2018	01/10/2013	01/23/2013
10908	10908-BOX	0480-25 - Billings & Receipts	03/27/2018	03/15/2013	03/27/2013
City Clerk - 004					
10990	10990	0650-50 - Campaign Statements, Unsuccessful Candidates	01/14/2018	01/06/2005	01/14/2013
Code Enforcement - 250					
11001	11001	0480-35 - Business Licenses	03/31/2018	12/04/1950	03/31/2013
Engineering - 402					
11065	11065	0450-20 - Time Cards	12/24/2016	12/26/2010	12/24/2011
Payroll - 022.3					
11129	11129	0450-20 - Time Cards	08/04/2017	06/10/2012	08/04/2012
11132	11132	0450-20 - Time Cards	10/13/2017	08/05/2012	10/13/2012
11133	11133	0450-55 - Leave Registers	12/31/2017	07/01/2012	12/31/2012
11134	11134	0450-20 - Time Cards	12/22/2017	10/14/2012	12/22/2012
Engineering - 402					
11209	11209	0450-20 - Time Cards	12/22/2017	12/25/2011	12/22/2012
Community Services - 101					
11239	11239-BOX	0480-15 - Daily Cash Receipts	12/01/2017	01/01/2010	12/01/2012
Utility Billing - 022.1					
11244	11244-BOX	0480-25 - Billings & Receipts	06/27/2018	06/10/2013	06/27/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Utility Billing - 022.1					
11245	11245-BOX	0480-25 - Billings & Receipts	07/11/2018	06/28/2013	07/11/2013
11249	11249-BOX	0480-25 - Billings & Receipts	06/07/2018	05/29/2013	06/07/2013
11255	11255-BOX	0480-25 - Billings & Receipts	09/20/2018	09/05/2013	09/20/2013
11256	11256-BOX	0480-25 - Billings & Receipts	09/04/2018	08/26/2013	09/04/2013
11258	11258-BOX	0480-25 - Billings & Receipts	03/01/2018	02/25/2013	03/01/2013
11259	11259-BOX	0480-25 - Billings & Receipts	07/26/2018	07/12/2013	07/26/2013
11260	11260-BOX	0480-25 - Billings & Receipts	05/28/2018	05/20/2013	05/28/2013
11261	11261-BOX	0480-25 - Billings & Receipts	05/17/2018	05/06/2013	05/17/2013
11262	11262-BOX	0480-25 - Billings & Receipts	10/01/2018	09/23/2013	10/01/2013
11269	11269-BOX	0480-25 - Billings & Receipts	08/23/2018	08/12/2013	08/23/2013
Community Services - 101					
11276	11276	0450-20 - Time Cards	07/01/2018	01/01/2011	07/01/2013
Utility Billing - 022.1					
11277	11277-BOX	0480-25 - Billings & Receipts	08/09/2018	07/29/2013	08/09/2013
Payroll - 022.3					
11282	11282	0450-10 - Individual Employee Payroll Files	12/28/2017	02/02/1981	12/28/2012
11284	11284	0450-10 - Individual Employee Payroll Files	12/28/2017	01/12/1987	12/28/2012
11285	11285	0450-10 - Individual Employee Payroll Files	12/28/2017	08/07/1980	12/28/2012
11286	11286	0450-10 - Individual Employee Payroll Files	12/28/2017	06/02/1978	12/28/2012
11287	11287	0450-10 - Individual Employee Payroll Files	12/06/2017	10/04/1979	12/06/2012
11289	11289	0450-10 - Individual Employee Payroll Files	10/26/2017	12/01/1978	10/26/2012
11290	11290	0450-10 - Individual Employee Payroll Files	12/28/2017	03/28/1977	12/28/2012
Community Services - 101					
11346	11346-BOX	1140-10 - Recreation Classes	12/31/2016	01/01/2012	12/31/2013
11348	11348-BOX	0450-20 - Time Cards	09/30/2018	10/01/2012	09/30/2013
11349	11349-BOX	1140-10 - Recreation Classes	08/31/2016	06/01/2013	08/31/2013
11353	11353-BOX	1140-10 - Recreation Classes	12/31/2016	09/01/2013	12/31/2013
11354	11354-BOX	1140-10 - Recreation Classes	12/31/2016	06/01/2013	12/31/2013
11357	11357-BOX	1140-10 - Recreation Classes	12/31/2016	09/01/2013	12/31/2013
11359	11359-BOX	1140-10 - Recreation Classes	08/31/2016	06/01/2013	08/31/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Community Services - 101					
Finance - 022					
11374	11374	0480-15 - Daily Cash Receipts	10/10/2017	01/28/2011	10/10/2012
11512	11512	0400-40 - Check Registers	12/31/2017	09/01/2012	12/31/2012
Treasurer - 005					
11538	11538	0420-41 - Returned Checks	12/31/2017	01/01/2010	12/31/2012
Public Works - 889					
11619	11619-BOX	0450-20 - Time Cards	07/07/2017	05/13/2012	07/07/2012
Community Services - 101					
11675	11675-BOX	1140-30 - After School Recreation Programs	12/31/2017	01/01/2011	12/31/2012
11677	11677-BOX	1140-30 - After School Recreation Programs	12/31/2017	04/01/2009	12/31/2012
11679	11679-BOX	1140-30 - After School Recreation Programs	12/31/2017	01/01/2011	12/31/2012
11680	11680-BOX	1140-30 - After School Recreation Programs	12/31/2017	01/01/2011	12/31/2012
11685	11685-BOX	1140-30 - After School Recreation Programs	06/30/2018	08/01/2010	06/30/2013
11687	11687-BOX	1140-30 - After School Recreation Programs	12/31/2017	01/01/2011	12/31/2012
11692	11692-BOX	1140-30 - After School Recreation Programs	12/31/2017	01/01/2011	12/31/2012
Finance - 022					
11754	11754	0480-15 - Daily Cash Receipts	07/31/2017	07/01/2012	07/31/2012
HARRF - 411.2					
11800	11800-BOX	1360-45 - Internal Testing	12/31/2017	01/01/2005	12/31/2005
11801	11801-BOX	1360-45 - Internal Testing	12/31/2017	01/01/2005	12/31/2005
11805	11805-BOX	1360-20 - Chain of Custody (Drinking Water)	12/31/2017	01/01/2005	12/31/2005
11904	11904-BOX	1360-20 - Chain of Custody (Drinking Water)	12/31/2017	01/01/2005	12/31/2005
Finance - 022					
12114	12114	0480-15 - Daily Cash Receipts	06/30/2018	07/01/2008	06/30/2013
Treasurer - 005					

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Treasurer - 005					
12119	12119-BOX	0420-60 - Banking Daily Worksheets	07/31/2017	07/01/2012	07/31/2012
12120	12120	0420-62 - Banking Cash Reconciliation Worksheets	09/30/2017	01/01/2012	09/30/2012
Finance - 022					
12121	12121	0400-40 - Check Registers	08/31/2017	05/01/2012	08/31/2012
12122	12122-BOX	0480-15 - Daily Cash Receipts	08/30/2017	05/21/2012	08/30/2012
12123	12123-BOX	0480-15 - Daily Cash Receipts	08/06/2017	09/18/2003	08/06/2012
12124	12124	0420-62 - Banking Cash Reconciliation Worksheets	07/31/2017	01/01/2011	07/31/2012
Treasurer - 005					
12128	12128-BOX	0420-60 - Banking Daily Worksheets	08/31/2017	08/01/2012	08/31/2012
12129	12129-BOX	0420-60 - Banking Daily Worksheets	09/30/2017	09/01/2012	09/30/2012
Finance - 022					
12196	12196	0400-15 - Travel Expense Statements	06/30/2018	07/01/2012	06/30/2013
12197	12197	0400-15 - Travel Expense Statements	06/30/2018	07/01/2012	06/30/2013
12231	12231	0480-15 - Daily Cash Receipts	10/31/2017	10/01/2012	10/31/2012
Treasurer - 005					
12234	12234-BOX	0420-60 - Banking Daily Worksheets	12/31/2017	07/01/2012	12/31/2012
Finance - 022					
12235	12235-BOX	0480-15 - Daily Cash Receipts	09/30/2017	09/01/2012	09/30/2012
12236	12236	0480-15 - Daily Cash Receipts	08/31/2017	08/01/2012	08/31/2012
12238	12238-BOX	0480-15 - Daily Cash Receipts	11/08/2017	04/29/2010	11/08/2012
12239	12239-BOX	0480-15 - Daily Cash Receipts	12/05/2017	09/05/2012	12/05/2012
12242	12242	0480-15 - Daily Cash Receipts	11/30/2017	11/01/2012	11/30/2012
Payroll - 022.3					
12277	12277	0450-55 - Leave Registers	06/30/2018	01/01/2013	06/30/2013
12283	12283	0450-20 - Time Cards	05/11/2018	03/03/2013	05/11/2013
12285	12285	0450-20 - Time Cards	03/02/2018	12/23/2012	03/02/2013
12286	12286	0450-20 - Time Cards	07/06/2018	05/12/2013	07/06/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Payroll - 022.3					
12287	12287	0450-20 - Time Cards	09/28/2018	07/21/2013	09/28/2013
12294	12294	0450-10 - Individual Employee Payroll Files	10/03/2018	07/23/1973	10/03/2013
Finance - 022					
12299	12299-BOX	0470-10 - Accounts Payable	06/30/2018	07/01/2011	06/30/2013
Utility Billing - 022.1					
12317	12317-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2017	01/01/2012	12/31/2012
12326	12326-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2017	01/01/2012	12/31/2012
12327	12327-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2017	01/01/2012	12/31/2012
12330	12330-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2017	01/01/2012	12/31/2012
12332	12332-BOX	0400-75 - Utility Billing & Cashier Reports	12/31/2017	01/01/2012	12/31/2012
12428	12428	0480-32 - Paid NSF (Non-Sufficient Fund Checks)	12/31/2017	01/01/2012	12/31/2012
Community Services - 101					
12463	12463	1140-10 - Recreation Classes	12/31/2017	01/01/2004	12/31/2014
12464	12464	1140-10 - Recreation Classes	09/30/2017	01/01/2004	09/30/2014
12466	12466	0900-20 - Facility Use/Permits/Insurance Binders	12/31/2017	01/01/2007	12/31/2014
12480	12480	1140-10 - Recreation Classes	08/31/2017	07/01/2014	08/31/2014
12483	12483	1140-10 - Recreation Classes	02/28/2017	01/01/2014	02/28/2014
12484	12484	1140-10 - Recreation Classes	12/31/2017	07/01/2014	12/31/2014
12485	12485	1100-15 - Site Supervisors Incident Reports	12/31/2017	07/01/2012	12/31/2014
12486	12486	1140-10 - Recreation Classes	06/30/2017	03/01/2014	06/30/2014
Police - 500					
12514	12514	0450-20 - Time Cards	09/29/2017	06/24/2012	09/29/2012
12515	12515	0450-20 - Time Cards	12/22/2017	09/30/2012	12/22/2012
Finance - 022					
12517	12517	0480-15 - Daily Cash Receipts	04/30/2018	03/07/2013	04/30/2013
12518	12518	0480-15 - Daily Cash Receipts	10/07/2018	01/31/2013	10/07/2013
12520	12520	0480-15 - Daily Cash Receipts	01/30/2018	11/22/2011	01/30/2013

Box Number	User Box Number	Record Series Title	Box Destruction	Box From Date	Box To Date
Community Development / Housing 200.1					
12525	12525	0875-20 - Housing Rehabilitation	06/04/2018	04/16/2001	06/04/2014
12526	12526	0875-20 - Housing Rehabilitation	04/15/2018	06/05/1992	04/15/2014
12527	12527	0875-20 - Housing Rehabilitation	04/04/2017	08/18/1992	04/04/2013
1083016		0875-20 - Housing Rehabilitation	02/28/2018	06/15/2009	02/28/2014
1083018		0875-20 - Housing Rehabilitation	02/05/2018	10/30/2007	02/05/2014
1083026		0875-31 - The Views Mobile Home Park	09/30/2018	12/04/1991	09/30/2013
1083027		0873-01 - Funding Program HOMES	07/12/2018	12/06/2008	07/12/2013
1083030		0873-01 - Funding Program HOMES	09/26/2018	04/08/2006	09/26/2013
1083031		0875-14 - Senior Housing Program	02/13/2018	02/07/2000	02/13/2013
1083054		0873-01 - Funding Program HOMES	05/11/2016	01/10/1996	05/11/2011
Treasurer - 005					
1083063		0420-60 - Banking Daily Worksheets	02/28/2018	12/01/2012	02/28/2013
1083064		0420-60 - Banking Daily Worksheets	01/31/2018	12/01/2012	01/31/2013
1083065		0400-40 - Check Registers	04/30/2018	01/01/2013	04/30/2013
1083066		0400-40 - Check Registers	12/31/2017	09/01/2012	12/31/2012
1083067		0420-60 - Banking Daily Worksheets	06/30/2018	07/01/2012	06/30/2013
1083068		0420-60 - Banking Daily Worksheets	05/31/2018	10/01/2012	05/31/2013
1083069		0420-60 - Banking Daily Worksheets	06/30/2018	04/01/2013	06/30/2013
1083071		0420-60 - Banking Daily Worksheets	03/31/2018	02/01/2013	03/31/2013
1083072		0420-60 - Banking Daily Worksheets	11/30/2017	10/01/2012	11/30/2012
Finance - 022					
1083073		0480-15 - Daily Cash Receipts	06/25/2018	12/03/2012	06/25/2013
1083074		0480-15 - Daily Cash Receipts	06/27/2018	05/01/2013	06/27/2013
Community Services - 101					
1083092		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083094		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083096		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083097		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083098		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083099		1140-30 - After School Recreation Programs	08/31/2018	06/01/2007	08/31/2013
1083100		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083101		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Community Services - 101					
1083102		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083103		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083104		1140-30 - After School Recreation Programs	06/30/2018	08/01/2012	06/30/2013
1083105		0450-20 - Time Cards	06/30/2018	08/01/2012	06/30/2013
Community Development / Housing 200.1					
1083116		0873-01 - Funding Program HOMES	08/23/2018	07/15/2008	08/23/2013
1083117		0480-70 - Grants, Successful	12/31/2017	01/01/2010	12/31/2012
1083135		0873-01 - Funding Program HOMES	09/26/2018	08/11/2005	09/26/2013
1083136		0873-01 - Funding Program HOMES	07/23/2018	05/17/2008	07/23/2013
Finance - 022					
1083142		0480-15 - Daily Cash Receipts	07/31/2018	06/01/2013	07/31/2013
1083143		0480-15 - Daily Cash Receipts	05/31/2018	04/01/2013	05/31/2013
1083144		0480-15 - Daily Cash Receipts	03/31/2018	02/01/2013	03/31/2013
1083145		0480-15 - Daily Cash Receipts	01/31/2018	12/01/2012	01/31/2013
1083183		0480-15 - Daily Cash Receipts	06/30/2018	01/01/2013	06/30/2013
Fire - 600					
1083265		0450-20 - Time Cards	12/31/2017	01/01/2012	12/31/2012
City Clerk - 004					
1083268		0670-65 - Public Records Requests	10/23/2017	09/30/2015	10/23/2015
1083269		0670-65 - Public Records Requests	08/25/2017	07/27/2015	08/25/2015
1083271		0670-65 - Public Records Requests	07/14/2017	06/05/2015	07/14/2015
Finance - 022					
1083317		0480-40 - Taxes	06/30/2018	07/01/2011	06/30/2013
HARRF - 411.2					
1083319		0450-20 - Time Cards	12/22/2017	12/25/2011	12/22/2012
Community Services - 101					

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Community Services - 101					
1083357		0900-20 - Facility Use/Permits/Insurance Binders	12/31/2016	01/01/2012	12/31/2013
1083358		1140-10 - Recreation Classes	12/31/2016	01/01/2013	12/31/2013
Utility Billing - 022.1					
1083378		1320-36 - Water Service Information	12/31/2017	01/01/2013	12/31/2013
1083379		1320-36 - Water Service Information	12/31/2017	01/01/2013	12/31/2013
1083383		1320-36 - Water Service Information	12/31/2017	01/01/2013	12/31/2013
1083386		1320-36 - Water Service Information	12/31/2017	01/01/2013	12/31/2013
Human Resources - 023					
1083419		0750-70 - Eligibility Lists	12/01/2017	07/01/2012	12/01/2014
Utility Billing - 022.1					
1083470		0400-75 - Utility Billing & Cashier Reports	04/26/2018	02/16/2012	04/26/2013
Finance - 022					
1083527		0480-15 - Daily Cash Receipts	09/25/2018	12/06/2012	09/25/2013
Community Development / Housing 200.1					
1083590		0480-80 - Grants, Unsuccessful	08/11/2017	03/30/2012	08/11/2014
City Clerk - 004					
1083605		0670-65 - Public Records Requests	12/17/2017	12/15/2015	12/17/2015
Community Services - 101					
1083652		1140-10 - Recreation Classes	06/30/2017	08/01/2013	06/30/2014
1083656		1140-30 - After School Recreation Programs	06/30/2018	02/01/2012	06/30/2013
1083661		1100-15 - Site Supervisors Incident Reports	06/30/2017	08/01/2013	06/30/2014
1083669		1100-15 - Site Supervisors Incident Reports	06/30/2017	06/01/2014	06/30/2014
Utility Billing - 022.1					
1083693		1320-32 - Meter Reads	07/09/2018	11/01/2013	07/09/2014
1083694		1320-32 - Meter Reads	10/31/2017	01/01/2013	10/31/2013

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Utility Billing - 022.1					
1083695		1320-32 - Meter Reads	10/31/2017	01/01/2013	10/31/2013
1083696		1320-32 - Meter Reads	10/31/2017	01/01/2013	10/31/2013
1083697		1320-32 - Meter Reads	08/31/2017	07/01/2013	08/31/2013
Treasurer - 005					
1083741		0420-60 - Banking Daily Worksheets	08/31/2018	08/01/2013	08/31/2013
1083742		0420-60 - Banking Daily Worksheets	07/31/2018	07/01/2013	07/31/2013
Utility Billing - 022.1					
1083765		1320-32 - Meter Reads	10/31/2017	09/01/2013	10/31/2013
1083766		1320-32 - Meter Reads	03/31/2018	01/01/2014	03/31/2014
1083767		1320-32 - Meter Reads	12/31/2017	11/01/2013	12/31/2013
Finance - 022					
1083771		0480-15 - Daily Cash Receipts	10/31/2017	10/01/2012	10/31/2012
1083772		0480-15 - Daily Cash Receipts	02/28/2018	02/01/2013	02/28/2013
1083776		0480-15 - Daily Cash Receipts	09/30/2018	09/01/2013	09/30/2013
1083778		0480-15 - Daily Cash Receipts	12/31/2017	12/01/2012	12/31/2012
1083779		0480-15 - Daily Cash Receipts	01/31/2018	01/01/2013	01/31/2013
1083786		0480-15 - Daily Cash Receipts	09/30/2017	09/01/2012	09/30/2012
1083788		0480-15 - Daily Cash Receipts	07/31/2018	07/01/2013	07/31/2013
1083841		0480-15 - Daily Cash Receipts	03/31/2018	03/01/2013	03/31/2013
1083842		0480-15 - Daily Cash Receipts	04/30/2018	04/01/2013	04/30/2013
1083843		0480-15 - Daily Cash Receipts	08/31/2018	08/01/2013	08/31/2013
Human Resources - 023					
1083849		0750-70 - Eligibility Lists	11/05/2017	01/01/2013	11/05/2014
1083850		0750-70 - Eligibility Lists	12/17/2017	03/01/2013	12/17/2014
1083851		0750-70 - Eligibility Lists	10/24/2017	10/01/2010	10/24/2014
1083852		0750-70 - Eligibility Lists	12/24/2017	01/01/2012	12/24/2014
Finance - 022					
1083870		0480-15 - Daily Cash Receipts	11/30/2017	11/01/2012	11/30/2012
1083877		0480-15 - Daily Cash Receipts	07/31/2017	07/01/2012	07/31/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Finance - 022					
1083878		0480-15 - Daily Cash Receipts	08/31/2017	08/01/2012	08/31/2012
Human Resources - 023					
1083900		0750-70 - Eligibility Lists	08/15/2017	01/01/2010	08/15/2014
1083901		0750-70 - Eligibility Lists	10/18/2017	08/01/2009	10/18/2014
Utility Billing - 022.1					
1083980		0480-25 - Billings & Receipts	09/01/2017	10/25/2011	09/01/2012
1083982		0480-25 - Billings & Receipts	12/24/2017	03/01/2012	12/24/2012
1083983		0480-25 - Billings & Receipts	08/04/2018	09/18/2012	08/04/2013
1083984		0480-25 - Billings & Receipts	06/20/2018	12/26/2012	06/20/2013
Finance - 022					
1083996		0480-15 - Daily Cash Receipts	05/31/2018	05/01/2013	05/31/2013
Information Systems - 031					
1084022		0450-20 - Time Cards	12/31/2017	01/01/2010	12/31/2012
Utility Billing - 022.1					
1084052		0480-31 - Credit Card Slips	07/31/2018	05/01/2011	07/31/2011
1084069		0480-20 - Billing & Service Request	11/29/2017	10/01/2012	11/29/2012
1084070		0480-20 - Billing & Service Request	09/27/2017	04/02/2012	09/27/2012
Community Services - 101					
1084079		1140-10 - Recreation Classes	08/31/2017	01/01/2014	08/31/2014
1084080		1140-10 - Recreation Classes	12/31/2017	01/01/2014	12/31/2014
1084091		1140-10 - Recreation Classes	12/31/2017	03/01/2014	12/31/2014
1084102		1140-10 - Recreation Classes	12/31/2017	01/01/2014	12/31/2014
1084103		0900-20 - Facility Use/Permits/Insurance Binders	12/31/2017	01/01/2009	12/31/2014
Finance - 022					
1084105		0480-30 - Paramedic Billings	12/31/2017	02/01/2012	12/31/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Treasurer - 005					
1084224		0420-30 - Bank Statements & Reconciliations	06/30/2018	07/01/2012	06/30/2013
Building Maintenance - 889.1					
1084333		0600-11 - Departmental Contracts and Agreements	06/30/2018	01/01/2004	06/30/2015
Treasurer - 005					
1084342		0490-50 - Investment Statements	06/30/2012	07/01/1999	06/30/2007
1084349		0490-10 - Investment Information, General	06/30/2016	07/01/2009	06/30/2011
1084353		0490-10 - Investment Information, General	06/30/2015	07/01/2004	06/30/2010
Employee Benefits - 023.1					
1084380		0720-29 - Disability Benefits	12/16/2016	12/01/2000	12/16/2013
City Clerk - 004					
1084409		0610-30 - Agendas	12/31/2016	01/01/1984	12/31/2011
Utilities - 411					
1084414		0450-20 - Time Cards	12/31/2017	01/01/2005	12/31/2012
City Clerk - 004					
1084428		0650-20 - Election Initiatives	08/31/2012	01/01/1987	12/31/2011
Community Services - 101					
1084436		1140-10 - Recreation Classes	09/01/2018	06/01/2015	09/01/2015
1084442		1140-10 - Recreation Classes	03/31/2018	01/01/2015	03/31/2015
1084443		1140-10 - Recreation Classes	06/15/2018	03/15/2015	06/15/2015
1084445		1140-10 - Recreation Classes	03/31/2018	09/01/2014	03/31/2015
1084448		1140-10 - Recreation Classes	12/15/2017	09/01/2014	12/15/2014
1084455		1140-10 - Recreation Classes	12/31/2017	01/01/2014	12/31/2014
City Clerk - 004					
1084461		0470-45 - Rejected Bids	06/09/2016	05/08/2007	06/09/2011

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Treasurer - 005					
1084466		0490-50 - Investment Statements	09/30/2005	07/01/1987	09/30/2000
City Attorney - 003					
1084516		0170-11 - Claims Against the City - Rejected	06/05/2017	01/05/2015	06/05/2015
1084517		0170-11 - Claims Against the City - Rejected	02/24/2017	02/14/2014	02/24/2015
Community Services - 101					
1084534		1130-20 - Adult Sports Activities	03/01/2018	01/01/2014	03/01/2015
Finance - 022					
1084599		0400-30 - Fixed Assets	06/30/2017	07/01/2014	06/30/2015
Community Services - 101					
1084807		1140-10 - Recreation Classes	06/30/2018	08/01/2014	06/30/2015
1084824		1140-10 - Recreation Classes	08/31/2018	04/01/2015	08/31/2015
1084825		1140-10 - Recreation Classes	12/31/2013	01/01/2009	12/31/2010
1084829		1140-10 - Recreation Classes	04/30/2018	12/01/2014	04/30/2015
1084837		1140-10 - Recreation Classes	12/31/2013	01/01/2009	12/31/2010
Community Development / Housing 200.1					
1084846		0875-13 - Small Family/New Construction Program	05/15/2016	11/14/1997	05/15/2012
1084847		0875-13 - Small Family/New Construction Program	05/15/2016	11/04/1997	05/15/2012
Community Services - 101					
1084852		1140-10 - Recreation Classes	12/31/2014	01/01/2010	12/31/2011
City Clerk - 004					
1084869		0470-45 - Rejected Bids	07/28/2016	03/24/2011	07/28/2011
1084870		0470-45 - Rejected Bids	08/09/2017	01/25/2011	08/09/2012
1084871		0470-45 - Rejected Bids	02/14/2018	08/30/2012	02/14/2013
1084872		0470-45 - Rejected Bids	05/23/2018	02/21/2013	05/23/2013
1084873		0110-50 - Staff Meeting Notices	02/27/2017	04/16/2014	02/27/2017
1084874		0470-45 - Rejected Bids	03/08/2017	07/28/2011	03/08/2012

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
City Clerk - 004					
Community Development / Housing 200.1					
1084878		0480-80 - Grants, Unsuccessful	02/24/2018	12/19/2012	02/24/2015
1084882		0480-80 - Grants, Unsuccessful	06/30/2018	06/27/2012	06/30/2015
Payroll - 022.3					
1084900		0450-58 - W-2's	12/31/2017	01/01/2012	12/31/2012
1084902		0450-58 - W-2's	12/31/2016	01/01/2011	12/31/2011
1084913		0460-10 - Deferred Compensation Reports	12/17/2016	12/20/2015	12/17/2016
Employee Benefits - 023.1					
1084914		0720-24 - Benefit File	09/27/2017	12/17/1984	09/27/2014
1084915		0720-24 - Benefit File	06/12/2018	03/28/1988	06/12/2015
Payroll - 022.3					
1084956		0450-12 - Quarterly Tax Reports	12/31/2017	01/01/2011	12/31/2012
1084957		0450-12 - Quarterly Tax Reports	12/31/2015	01/01/2009	12/31/2010
Joslyn Senior Ctr - 105					
1084997		0900-20 - Facility Use/Permits/Insurance Binders	12/31/2016	01/01/2011	12/31/2013
Treasurer - 005					
1084999		0420-43 - Bank Deposit Slips	06/30/2017	07/01/2008	06/30/2012
1085000		0420-30 - Bank Statements & Reconciliations	06/30/2018	07/01/2007	06/30/2013
City Clerk - 004					
1085021		1220-10 - Audio Recordings of Council Meetings	12/31/1979	01/01/1975	12/31/1977
1085022		1220-10 - Audio Recordings of Council Meetings	12/31/1974	01/01/1972	12/31/1972
1085023		1220-10 - Audio Recordings of Council Meetings	12/31/1976	01/01/1971	12/31/1974
City Attorney - 003					
1085059		0170-11 - Claims Against the City - Rejected	02/26/2018	09/02/2015	02/26/2016

Box Number	User Box Number Box Description	Record Series Title	Box Destruction	Box From Date	Box To Date
Finance - 022					
1085070		0430-80 - Carryovers/Budget Adjustments	06/01/2015	01/01/2010	06/01/2010
1085071		0430-80 - Carryovers/Budget Adjustments	12/01/2012	01/01/2007	12/01/2007
1085072		0430-80 - Carryovers/Budget Adjustments	06/30/2016	07/01/2010	06/30/2011
1085074		0430-80 - Carryovers/Budget Adjustments	06/30/2017	07/01/2011	06/30/2012
1085075		0430-35 - Budget Preparation Files	06/30/2016	07/01/2010	06/30/2011
1085077		0430-35 - Budget Preparation Files	06/30/2017	07/01/2011	06/30/2012

Total Box Count: 315

I hereby certify that pursuant to the foregoing authority, the above-described records were destroyed on _____,

Name Title Date



CITY OF ESCONDIDO
AUTHORIZATION TO DESTROY PUBLIC RECORDS

I hereby certify that: the records listed below are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the Government Code of California.

The following records may be destroyed, after approval by City Council, as specified by Government Codes 34090 and 34090.6. Records in Category A qualify for destruction by being not less than two years old. These records are dated before December 31, 2015. Records in Category B qualify for destruction by being not less than three years old. These records are dated before December 31, 2014. Records in Category C qualify for destruction by being not less than four years old. These reports are dated before December 31, 2013. Records in Category D qualify for destruction by being not less than five years old. These reports are dated before December 31, 2012. Records in Category E qualify for destruction by being not less than five years old, which contain Internal Affairs in investigations of both citizen and internal complaints. These reports are dated before December 31, 2012. Records in Category F qualify for destruction by being not less than seven years old. These reports are dated before December 31, 2010. Records in Category G qualify for destruction by being not less than fifteen years old. These records are dated before December 31, 2002.

Department Head

Police Department

Department

10-1-18

Date

I have reviewed the above-described records for historical value and for compliance with the established retention requirements, and I consent to their destruction.

City Attorney

10/1/2018

Date

I hereby certify that pursuant to the foregoing authority, the above-described records were destroyed on _____, _____.

Name

Title

Date

CITY OF ESCONDIDO
AUTHORIZATION TO DESTROY PUBLIC RECORDS

Contents & Inclusive Dates

- A. Records in Category A qualify for destruction by being not less than two years old.
1. Records of telephone and radio communications recorded in the normal course of business on a daily basis (where such recordings are not evidence in any claim file or any pending litigation or potential claim or litigation);
 2. Auction Records;
 3. Death Reports, where there are natural causes involved and the investigation has been closed;
 4. Lost and Found property reports where the items referred to have either not been located or have been otherwise disposed of according to law;
 5. Impounded and stored property reports, including abated vehicle reports, where items referred to have been released or otherwise disposed of according to law;
 6. Missing persons and runaway juvenile reports where the persons referred to have been returned or been found;
 7. Officer reports not associated with a crime report and where other considerations do not warrant retention of documents;
 8. Demands for payment;
 9. Records of purchases;
 10. Parking citations, traffic citation court lists, voided citation logs, and traffic citations not associated with an arrest;
 11. Field Interview forms;
 12. Dispatch complaints;
 13. Outside requests for statistical information and surveys;
 14. Police vehicle assignment log, licenses, & registration renewal
 15. Command Van equipment and repairs, driver and schedule
 16. Police Quarterly Newsletter;
 17. Police statistics and surveys, request for departmental information;
 18. Police Reserve applications and background information for non-hires.
 19. Evidentiary body-worn camera recordings.

CITY OF ESCONDIDO
AUTHORIZATION TO DESTROY PUBLIC RECORDS

Contents & Inclusive Dates

- B. Records in Category B qualify for destruction by being not less than three years old.
1. Massage, Bingo Secondhand dealer, Pawnbroker, Alternative Healthcare, and Holistic Healthcare licenses that have been inactive for three years;
 2. Canine bite reports;
 3. False alarm appeals;
 4. Bicycle school reports and lists;
 5. Chaplaincy Program applications, meeting minutes, and training;
 6. Citizen patrol reports and organizational information;
 7. Awareness Academy;
 8. Community Work Service Program;
 9. Watch Commander Arrest Logs;
 10. Explorer events, Cadet Records.
- C. Records in Category C qualify for destruction by being not less than four years old.
1. Misdemeanor arrest, crime and investigative reports, in which the time periods set forth by the court for probation or jail terms have expired and the individual involved is not the subject of any pending investigations;
 2. Property logs;
 3. Traffic accident reports and related material which do not involve pending litigation of which the Department has been notified;
 4. Officer Daily Reports;
 5. Civil Disturbances, Riot Reports;
 6. Juvenile Detention logs and correspondence;
 7. Sobering Center reports and correspondence;
 8. Non-Select Background Files;
 9. Non-Select Before Background Files.
- D. Records in Category D qualify for destruction by being not less than five years old.
1. Citizen complaints of misconduct relating to members of the Department and the investigation reports associated with those complaints;
 2. Arrest records of juvenile order sealed by the court;
 3. Towing Services application, appeals correspondence, and contracts;
 4. Police After Action reports & Investigations, DUI checkpoints and grant related activities;
 5. Bicycle Licenses and Registrations;
 6. COPPS referrals and reports regarding projects and programs;
 7. Inactive Background files (Separated, Retired, Terminated).

CITY OF ESCONDIDO
AUTHORIZATION TO DESTROY PUBLIC RECORDS

Contents & Inclusive Dates

E. Records in Category E qualify for destruction by being not less than five years old, which contain Internal Affairs investigations of both citizen and internal complaints.

1. 2012-01	13. 2012-13	25. 2012-25
2. 2012-02	14. 2012-14	26. 2012-26
3. 2012-03	15. 2012-15	27. 2012-27
4. 2012-04	16. 2012-16	28. 2012-28
5. 2012-05	17. 2012-17	29. 2012-29
6. 2012-06	18. 2012-18	30. 2012-30
7. 2012-07	19. 2012-19	
8. 2012-08	20. 2012-20	
9. 2012-09	21. 2012-21	
10. 2012-10	22. 2012-22	
11. 2012-11	23. 2012-23	
12. 2012-12	24. 2012-24	

F. Records in Category F qualify for destruction by being not less than seven years old.

1. Daily Watch Logs/Resumes;
2. Felony arrests, crime and investigative records where the suspect is no longer in custody, imprisoned, on probation or parole, nor the subject of any active investigation;
3. Inactive personnel files for employees separated from the Department in excess of seven years and where the Department has not received any requests for information from those files in that time period;
4. Traffic accident reports involving a death where the Department has not been notified of any pending litigation;
5. Asset Forfeiture reports of acquisition and disposition of seized property;
6. Drug Enforcement Administration reports and task force information;
7. Emergency Operations Center, Disaster Preparedness Manual;
8. Shooting Board of Review board meeting reports.

G. Records in Category G qualify for destruction by being not less than fifteen years old.

1. Polygraph Files.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

October 24, 2018

File No. 0600-10, A-3270

SUBJECT: Professional Services Agreement with Questica Ltd. to Provide Budget Software and Implementation Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-156 authorizing the Mayor and City Clerk to execute a three-year Public Services Agreement with Questica Ltd. effective October 24, 2018, through October 23, 2021, with three (3) additional one-year renewal options.

FISCAL ANALYSIS:

Funding for budget software is included in the Finance 2018/19 operating budget. The total annual estimated cost for the first year is \$122,826; total cost not to exceed \$180,378 for the three-year agreement.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by enhancing the City's current financial reporting system and creating efficiencies in the operating and CIP budget processes.

BACKGROUND:

Currently, the City uses Microsoft Excel and Word to compile the Citywide budget documents. Department users enter budget information on standard Excel templates. The templates are then compiled into a "master" worksheet. Once the budgets have been adopted by City Council, the budget information is manually reentered onto a separate excel worksheet and uploaded into the City's financial software by the Information Systems department. This is a very manual process that takes a substantial amount of processing time and is prone to errors.

In an effort to meet the City's ongoing goal to maintain Escondido as being efficiently managed, Staff researched and determined that software existed that could be used as a tool to make the budgeting process more efficient. This would allow more time for Staff to focus on research, analytical results, and modeling alternatives.

A Request for Proposal (RFP) for Budget Software and Implementation Services was issued on August 6, 2018. The RFP closed on August 31, 2018, and four (4) vendors responded. The responses to the RFP were first reviewed and evaluated by a selection committee consisting of City Staff from Finance,

Information Services, and Utilities Administration Departments. The selection committee chose the two (2) vendors with the highest scores to perform live demonstrations of their budget software. Based on detailed criteria, Questica Ltd. was rated by the selection committee with the highest overall score.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections; manage position control; calculate internal service charges and cost allocations; assist with operating and capital improvement (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data, geospatial data and project trends for future fiscal years. In addition, this BSS will interface with our current financial system, Oracle PeopleSoft Enterprise FSCM 9.2, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

If approved by City Council, implementation of the software will begin in November 2018. Parallel testing will take place during the 2019/20 budget process and the BSS is expected to "go live" before the 2020/21 budget process.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
10/17/2018 1:46 p.m.

Joan Ryan, Assistant Dir. of Finance
10/17/2018 1:52 p.m.

ATTACHMENTS:

1. Resolution No. 2018-156
2. Resolution No. 2018-156 – Exhibit A: Public Services Agreement with Questica Ltd.

RESOLUTION NO. 2018-156

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK,
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC SERVICES AGREEMENT WITH
QUESTICA LTD FOR BUDGET SOFTWARE
AND IMPLEMENTATION SERVICES

WHEREAS, on August 6, 2018, the City of Escondido issued a Request for Proposal (“RFP”) for budget software and implementation services to enhance its current financial reporting system; and

WHEREAS, four (4) proposals were timely received and evaluated by a committee of City staff and an oral board consisting of City Management; and

WHEREAS, demonstrations were performed by two (2) proposers and Questica LTD, was the highest ranked proposer and its proposal is the most advantageous to the City; and

WHEREAS, City staff recommends the City Council approve the Public Services Agreement between the City of Escondido and Questica LTD for the period from October 24, 2018, through October 23, 2021, with three additional one-year renewal options.

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 Clerk, are authorized on behalf of the City, to execute the Public Services Agreement (“Agreement”) between the City of Escondido and

Questica LTD for the period from October 24, 2018, through October 23, 2021, with three additional one-year renewal options. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this 24th day of October, 2018.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Sheryl Bennett, Deputy City Manager/Administrative Services
760-839-4586
("CITY")

And: QUESTICA LTD
2130 Main Street, Ste. 245
Huntington Beach, California 92648
Attn: Allan Booth, Director of Sales Operations
877-707-7755
("CONTRACTOR")

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachments A and B," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy. Where not in direct conflict with the terms of this agreement, the terms set out in "Attachment B" shall apply.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the fees as set out in "Attachment B", not to exceed \$180,378. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of twenty five percent (25%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by the date specified in a project plan as agreed to by the Parties, providing there are no delays that can be attributed to the City. Extension of terms or time of performance may be made only upon the City's written consent.

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

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

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

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

- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.
9. Limited Warranty. Contractor warrants that for a period of one (1) year and as long as any maintenance and support agreement is in place between Contractor and the City, that the Software will perform substantially in accordance with the Documentation as defined in "Attachment A". If the Software does not so perform during such period, Contractor will correct, at no cost to the City, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the City in accordance with Documentation provided in connection therewith; ii) the City notifies Contractor of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Contractor, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) the City or any third party has not changed or modified the Software.

The City agrees that Contractor shall not be liable to the City or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Contractor to comply with its obligations under this Agreement.

The City hereby agrees that Contractor's maximum liability for any claims related to personal injury, property damage, intellectual property, gross negligence or fraud and arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed \$2 million. The Contractor's maximum liability for all other claims arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the amount paid by the City hereunder in the 12 months preceding the incident, provided that in no event shall the Contractor's aggregate liability arising out of or related to this Agreement exceed the total amount paid by the

City hereunder.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

10. Limitations of Remedies and Damages. Contractor's entire liability and the Licensee's exclusive remedy under this Agreement shall be to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation if Contractor is in breach of the Limited Warranty.
11. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing, providing such consent is not to be unreasonably withheld. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
12. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
13. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
14. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
15. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
16. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
17. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
18. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among

copies or counterparts of the document.

19. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
20. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
21. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
22. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.
25. Surviving Provisions. Section 8 (Indemnification), 9 (Limited Warranty), and 10 (Limitations of Remedies and Damages) shall survive any termination or expiration of the Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

QUESTICA LTD

Date: _____

Allan Booth
Director of Sales Operations

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.

Budget Content & Data Sources							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
CONTENT			X				
1. Create and track an unlimited number of budget forecast years.			X				
VERSIONS							
2. Maintain a budget data archive with access to historical budgets from an unlimited number of previous years.			X				
3. Create 'What-if' representations of the budget.			X				
DATA SOURCES							
4. Online, real-time fully integrated system with the ability to support multiple users with many budget versions.			X				
5. True Web based system with the ability for users to enter data via a web browser. Detail what exactly is installed on client workstations.			X				
6. Ability to re-caption out of box labels on screens and reports.			X				
7. Allow users to individually bookmark areas of the budget they need access to on a frequent basis. Please explain in detail.			X				
8. Ability for budget staff to upload budget data from external sources, including spreadsheets, without technical assistance.			X				
9. Provide a user-friendly query tool accessible to all system users. Users should be able to query proposed budget values, comments, accounts/GL objects, and available balance data at any level of the classification structure.			X				
10. Provide tools to reconcile and budget/forecast for salary and benefit costs including:			X				All done via the Salaries module
a. Salary and benefit planning by position. (including vacancies)			X				

Budget Content & Data Sources							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
b. Cost of Living and benefit rate calculations.			X				
c. Ability to add new/missing positions preferably with default budget information.			X				
d. Ability to easily move positions from one budget or cost center to another.			X				
e. Ability to split positions between budgets.			X				
BUDGET AMENDMENTS/CHANGES							
11. Provide an audit trail of budget changes tracking:			X				All done via the Log View feature
· Who made the change			X				
· When the changes were made			X				
· A description of the change			X				
12. Record & report on changes made between budget versions.			X				
COMMENTARY							
13. Support the entry of descriptions, comments or notes to budget line items.			X				
14. Allow supporting documents to be attached to the budget line item from MS Word, Adobe PDF, or MS Excel.			X				
15. Allow reviewers/approvers to add comments to budget request documents or budget line items.			X				
16. Allow for the viewing of all comments related to a given report or template.			X				
Staff Planning - replacement costs for essential employees			X				Staff Planning is fully supported within Questica Budget. However, based on prior experience, we typically see Staff Planning being needed at organizations that require 24-7 staff coverage, such as hospitals. As such, our response does not include costing for Staff Planning. Should the City desire this functionality, we'd be more than happy to have an open dialogue, after which pricing can be provided.

Budget Content & Data Sources																																			
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other																												
17. Describe the process to upload files to retrieve salary information (i.e.. Full time employees, wage rates, steps)			X				The process for loading HR/payroll data into the Questica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from your existing HR records in Microsoft Great Plains and / or Paycom. The integration can be run on demand, whenever updated Personnel data is needed in the budget system.																												
18. Describe the ability to manage multiple different status types: FT, PT, .8FTE, .5FTE, Temp, as well as position control numbers			X				Users with permissions can create and many types of shifts that you will use in your Staff Plans. Shift types have a name and a number of hours associated with them. Different groups and departments may work different kinds of Shifts. Below is a typical example of shift types.																												
		<div data-bbox="835 727 1780 1019" style="border: 1px solid #ccc; padding: 5px;"> <p>Shift Types</p> <p style="text-align: right;">Search Advanced ▾</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 70%;">Name</th> <th style="width: 15%;">Hours</th> <th style="width: 10%;">Disabled</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center; color: #666;">Click here to add a new record...</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Evening</td> <td style="text-align: center;">7.50</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Long Day</td> <td style="text-align: center;">11.25</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Long Night</td> <td style="text-align: center;">11.25</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Night</td> <td style="text-align: center;">7.50</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Regular Day</td> <td style="text-align: center;">7.50</td> <td></td> </tr> </tbody> </table> </div>							Name	Hours	Disabled	Click here to add a new record...				<input type="checkbox"/>	Evening	7.50		<input type="checkbox"/>	Long Day	11.25		<input type="checkbox"/>	Long Night	11.25		<input type="checkbox"/>	Night	7.50		<input type="checkbox"/>	Regular Day	7.50	
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Budget Content & Data Sources							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
19. Describe how your product is able to budget for dollars and hours for defined union groupings			X				<p>Within the Salaries module, each position within a union can be associated with a salary amount, or follow a Grade-Step-Scale table. Additionally, a position can be associated with Paid Hours, along with an 'FTE Definition' which depicts the number of hours worked by a single FTE in this Position in a year. The combination of these two fields may affect the final costing for the position. Additionally, the Paid Hours and the FTE definition may differ. An example would be where a person is occupying a FT position but not being paid FT hours.</p> <p>When allocating a position to a costing center, you can allocate by either Full-time Equivalent (FTE), Percentage, Quantity or Hours, with each costing center belonging to a department or fund. Position data can be imported from HR systems into Qwestica Budget. Salary/Position Planning reports can also be generated for analysis purposes</p>
20. Describe how your product is able to budget by departmental schedule for various types of shifts, i.e. standby, callback, etc.			X				Administrators can input a variety of premiums that will affect their budgeting, including on-call and overtime premiums. The module automatically generates additional costs such as evening, night, weekend or holiday premiums from the defined staffing patterns.
21. Describe how the software defines Full Time vs Part Time FTE hours			X				The number of hours for FT vs. PT positions would be determined by the 'Paid Hours' and FTE Definition, the number of hours worked by a single FTE in this Position in a year. FT positions would typically be allocated 2080 hours, where as a PT position would be allocated 1,826 hours, or other user-defined amount.

Workflow							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. Allow different security for users based on the budget workflow process.			X				
2. Provide email notification as part of the workflow.			X				
3. Provide for a structured framework – a formal budget change tool - to deal with Amendments, Transfers, and other needed changes to the Operating and/or Capital budgets – with a dedicated workflow(s) and approval process separate and distinct from other approvals and workflows.			X				
4. Allow for formal budget changes to be created individually or bundled together and presented as a 'decision package'. Once approved, changes should be pushed unto the affected budgets. Ability to reverse changes as necessary.			X				
5. Support for 'what if' analysis inside formal budget change tool.			X				
6. Automatically record (via report) when workflows have been triggered, indicating the user and the date.			X				
7. Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via the formal budget change tool only.			X				

Dashboards							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. Ability for System Administrators and Users to establish Dashboards - graphical visualizations of important budget data			X				
2. Describe the number of Dashboards that can be created			X				Unlimited
3. Ability of any Dashboard to viewed by all system users, or restricted to a specific user, and/or a group of users.			X				
4. Ability to create Chart Types using the following elements:							
Line			X				
Scatter			X				
Area			X				
Bar			X				
Multi-Bar			X				
Horizontal Grouped Bar			X				
Line and Bar Combo			X				
Pie			X				
Bullet			X				
5. Describe the underlying technology used in the Dashboard			X				The Questica Dashboard component, written in HTML5, delivers the ability to provide an "at-a-glance" summary of critical data and other relevant information in a visually rich and interactive interface. Dashboards can be developed for individual users, groups of users, departments, roles or specific functional areas within the Questica Budget solutions. The only limit to the number and variety of dashboard views that can be created using this powerful tool is your imagination.
6. Ability to display a webpage, either internal to the organization or a public website (example: Bing.com or CNN.com)			X				
7. Ability to display a report - either custom report or standard system report via the dashboard.			X				
8. Ability to arrange the dashboard placement as the user sees fit			X				
9. Ability to show information in a simple manner, by showing a simple number (example: Number of current Capital Projects on Hold)			X				
10. Ability to use the Dashboard feature to communicate with other users, via simple text images, and/or embedded video.			X				
11. Ability to show real time YTD budget vs actual for any department, or the organization as a whole.			X				
12. Ability to display elements of the budget which are approved, and those that are not approved.			X				

13. Ability drill down into underlying detail data from the dashboard			X			
Include a sample screenshot(s) of dashboards			X			Please refer to the sample screenshots in the Questica Response to Escondido RFP.docx, Section B.2 Screenshots.

Compilation & Consolidation	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Support the automated roll up and consolidation of budget by category codes, object codes, cost centers, departments and divisions.			X				
2. Support both "spreading" of budget across months or years and the ability to enter budget line items by month.			X				
3. Allow budget entry using Excel like formulas.			X				
4. Support the use of budget variables to drive budget line-items.			X				
5. Ability to apply advanced onscreen queries/searches of budget amounts across the entire organization for analysis. Ability to modify single and multiple line items from within queries, rather than on a budget by budget basis.			X				
6. Onscreen view of actual costs vs. budget amounts on a monthly, quarterly and annual basis. Should also be made available in reports.			X				
7. Real-time viewing and access to budgets, regardless of where they sit within the approval process.			X				
8. Ability to apply increases/decreases at the line item, budget and corporate level. Changes made at one level should automatically be reflected at the other levels.			X				

Interdepartmental Transfers or Allocations	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Move or push dollars around the Operating budget, and even into the Capital budget in a structured and balanced fashion.			X				
2. Allocate or transfer funds by single line item, multiple line items, or complete cost centers/departments.			X				
3. Allow for circular allocations (where Dept. A may allocate to Dept. B, and Dept. B allocates back to Dept. A)			X				
4. Provide standard reports and or graphs detailing all allocations/transfers.			X				
5. Ability to allocate/transfer by user selected GL Account Types.			X				
6. Ability to allocate/transfer only revenues, only expenditures, or the net amount (revenues less expenses).			X				
7. Ability to allocate/transfer by user selected Cost Driver. Typical cost drivers are; # of PC's, # of Square Footage, etc.			X				
8. Ability for allocations to remain in balance, even if the original allocation has been modified. Allocations, regardless of the dollar amounts should always be in balance.			X				
9. Ability to "play with" budget dollar allocations, meaning the ability to work through an allocation but not actually commit it. Should the user decide, the allocation can at a later date be committed, and/or deleted.			X				

Analysis, Forecasting & Reports							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. Drill down on plan/forecast/budget values to underlying cost drivers.			X				
2. Report writing tool is available with options to use pre-built templates or custom made reports.			X				
3. Ability for end users to create, customize, and maintain reports at the user level without the need for IT or programming resources.			X				
4. Provides multi-dimensionality reporting based on category code structure:							
· by year			X				
· by department			X				
· by division			X				
· by account			X				
5. Ability to create departmental salary/staffing reports that show individuals and/or positions, total compensation costs and FTE's.			X				
6. Provide reports with year to year comparisons. (budget)			X				
7. End user able to create and report on different scenarios for multi-year operating and capital budgets including:							
· 'What if' scenarios at the department, divisional, and corporate level			X				
· "What if" analysis/simulation based on changes in key inputs			X				
· Allow the end user to copy prior forecasts and analysis into current work to eliminate re-work			X				
8. Newly created scenarios are available to all users.			X				

Analysis, Forecasting & Reports	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
9. Provide reports with year to year comparisons (actual) by user selected level of detail or dimensions.			X				
10. Support the export of reports to MS Word, Excel and PDF.			X				
11. Allow end user to input explanations for system calculated variances that exceed the user defined variance threshold. (budget vs. actual, budget version and year-over-year)			X				
12. Ability to create report as a "template", i.e. create report once, and support delivery of same report over multiple mediums including Excel, Web, PDF, print, etc.			X				
13. Provide graphical analysis including displaying financial data as tables, graphs and charts.			X				
14. Allow all core system reports to be customized and ultimately saved as a separate reports on the system.			X				
15. Trend Analysis: reporting and onscreen views of two previous years' budget and actual costs, current year budget and actual costs, along with forecasted years.			X				
16. Access to multi-dimensional reports with dropdown menus.			X				
17. Provide a facility for Ad Hoc user reporting with filtering. Ability to save reports for future reporting. Reports should always be up-to-date and exportable to Excel, Word and PDF, at a minimum.			X				
18. Access to actual cost details as imported from the financial system.			X				

Analysis, Forecasting & Reports							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
19. Allow for drill-through reporting into actual cost amounts.			X				
20. Side by side comparison of the budget at specific points in time. E.g. Approved vs. Amended budgets.			X				
21. Support well-defined, retrievable audit trails for data entry and edits including user and time stamps			X				
22. Ability to add additional fields at the line item level for the tracking of items such as strategic initiatives.			X				
23. Ability to restrict access to specific reports.			X				

Capital Budgets	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Create Capital specific report packages for the Administration and Council review process. These would include Project Summaries, Project Detail Reports, Funding Source Summaries and Reserve Fund Projections.			X				
2. Report by funding source, asset types/classes;			X				
3. Track Operating impacts for each Capital Project and associate them to their respective Operating budgets.			X				
4. Perform bulk edits on projects, such as moving selected projects to an approved stage.			X				
5. Allow users to select from a list of templates to create a new capital projects. (template to include common accounts used in a specific project type)			X				
6. Track actual costs against the budgeted amount for each Capital project.			X				
7. Provide ability to rank or prioritize projects based on user defined criteria.			X				
8. Attach documents and/or pictures to specified projects.			X				
9. Ability to enter notes/commentary for internal purposes.			X				
10. Managers should be able to create GL templates that will automatically populate the GL accounts for users, based on the type of project they are creating.			X				
11. Access to the current year actual costs along with project-to-date actual costs.			X				
12. Ability to enter start and end dates for projects, along with their "year-identified."			X				

Capital Budgets								
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other	
13. Unlimited scenario budgeting at the project level.			X					
14. Reserve tracking with opening balances, funding requirements, contributions and closing balances for each reserve. Balances should be updated in real-time.			X					
15. Ability to associate each project to a project type, asset category, or region for reporting purposes.			X					
16. Associating each project with a status, such as opened, on hold, cancelled, or closed.			X					
17. Available fields to enter free-form text related to a specific project. This information should be available on reports, if needed.			X					
18. Ability to relate/associate one project with another. For example, showing that a project proceeds or follows another project. This relationship should show up on reports.			X					

Technical Requirements	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
Requirement							
1. Supports the use of unique logic and business rules.			X				
2. Supports the modification of screens to add additional data fields without the need for custom programming or a unique product distribution.			X				
3. Supports the addition of custom fields of data on screen and the budget grid.			X				
4. Compatible with Windows Server 2012 or better?			X				
5. Browser Support. Is the proposed solution compatible with current versions of Internet Explorer, Firefox, Safari and Google Chrome?			X				
6. Supports Microsoft SQL 2012+?			X				
7. Support SQL Server Reporting Services reporting technology.			X				
8. Provides scalable framework to support growth in users and data.			X				
9. Supported in a Virtualized environment utilizing Hyper-V technology?			X				
10. Supported in a Virtualized environment utilizing VMware technology?			X				
11. Supports an e-mail based notification system.			X				
12. Java based functions should not be used on the client computer.			X				
13. Provide user and technical documentation in an electronic format. (on-line)			X				
14. Provide online contextual help available within the Budget Software.			X				

Security							
Requirement	Not Supported	Partially Supported	Fully Supported	Paid Enhancement	3rd Party Supported	Future Release	Other
1. User security should utilize Active Directory services.			X				
2. Ability to set up user permissions by pre-defined groups and roles.			X				
3. Support Windows pass-through authentication?			X				
4. Users should not need to enter an ID and password into the budget software once logged into Windows.			X				
5. Ability to set up access types (i.e. edit & read only) on a role or group basis?			X				
6. The System Administrator should have the ability to restrict user access at various stages of budget development.			X				
7. All system reports must be associated to each individual user's security and permissions set up. Reports not available to a user should not be visible to that user.			X				
8. Establish an unlimited number of security roles.			X				
9. System administration access – maintenance and update of user accounts.			X				
10. Ease of access to audit history /reports to clearly show changes in data.			X				
11. System administrator ability to selectively lock line items from change.			X				
12. System administrator can see all activity by user including last log in, reports opened and other non- data submission activities.			X				
13. Provide a current version of database schema.			X				

Attachment B



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made this October 24, 2018 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and City of Escondido, CA, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We,** “**Us,** “**Our,** “**Questica Inc.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You,** “**Your,** “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

- 2.3 User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 2.4 Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "Services") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:
- 1) completion of the services described in the SOW
 - 2) 12 months from the effective date of the relevant Order Form.
- 2.6 Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.
- 3. USE OF THE SERVICES**
- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

- 4.1 Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.
- 4.2 Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If you provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 Overdue Charges.** If any changes are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days in cases where You authorized us to charge Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- 4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
- 5. PROPRIETARY RIGHTS**
- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above,

We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 Your Data. Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party withes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. Reserved

8. Reserved

9. Reserved

10. TERM AND TERMINATION

- 10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.5 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.6 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "Business Day" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	President	Finance Department Manager	10 Business Days

Third Level	Chairman	Director of Finance or Treasurer	10 Business Days
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If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Reserved

11.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Reserved

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Reserved

12.6 Reserved

12.7 Reserved

12.8 Reserved

12.9 Reserved

12.10 COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 Media Releases. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

APPENDIX A - FEES

Quotation ID#: City of Escondido - September, 24, 2018

Software-as-a-Service (SaaS) Model

Description	Annual
Software as a Service	
Questica Budget Software Subscription (Questica provides server, database, operating system, monthly management, Questica Budget, software maintenance)	\$28,776
Total YR1 SaaS Subscription (Due Annually)	\$28,776
Professional Services (Per Statement of Work)	One-Time
Design, Analysis & Configuration	Included
Project Management	Included
Training	Included
Integrations	Included
Customizations	Not Included
Custom Reports	Not Included
IT Services	Included
Total Professional Services:	\$94,050
Travel expenses, if applicable	Included - see notes
Total Travel Expenses:	\$ -
Grand Total Year 1	\$ 122,826

License Count:

- Questica Budget Framework- Includes 1 Seat (Operating, Salaries, & Capital)- 1
- Additional Operating License Seats- 39
- Additional Salaries License Seats- 1
- Additional Capital License Seats- 39
- Unlimited Read Only- Included
- Opt. Feature: Allocations- Included
- Opt. Feature: Statistical Ledger- Included
- Opt. Feature: Performance- Included
- Opt. Feature: Staff Planning- Not Included
- Opt. Feature: Financial Statements- Not Included

* Read only applies to Operating, Salaries, and Capital modules only

Pricing Notes

Quotation ID#: City of Escondido - September, 24, 2018

Pricing valid through: December 31, 2018

- Above pricing in US dollars
- Applicable Taxes Extra
- Terms of Payment:
 - Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
 - Professional Services:
 - 25% upon Contract Effective Date
 - 25% due the earlier of software installation or 60 days from Contract Effective Date
 - 25% due the earlier of historical data import or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date
- Travel: Includes up to 2 Onsite Visits at 3 days/visit

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
 - II. Restoring a database backup required because of a Subscriber error
 - III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally (“**Updates**”) but excluding any New Product (a “**New Product**” being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
 - II. New applications
 - III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:
- I. Custom programming services;
 - II. On-site support;
 - III. Software installation or re-installation;
 - IV. Update Installation, or data and report updates required to support Updates;
 - V. Subscriber developed interfaces, API interactions, or customizations;
 - VI. Subscriber developed reports;
 - VII. End-User training or re-training;
 - VIII. Subscriber hardware issues;
 - IX. Correction of data issues derived from user error or Software misuse;

- X. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- XI. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- XII. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Subscriber may be required to grant Questica certain limited access rights to Subscriber's computer systems in order to render Technical Support Services.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – STATEMENT OF WORK (SOW)

Scope of Work
 Questica Budget Implementation for
 City of Escondido

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining. This fixed price implementation includes project management for the duration of the 21 week implementation contiguous from kick-off (see "Project Management" below).

Initial Data Load

“Data import”, “import workbooks”, “import configuration”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer’s existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account. The inclusion of chart of account segments (“chart fields”), other than those mentioned above, will be accommodated where possible but is not guaranteed, and can extend the import timeframe.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget’s data integrity rules will extend this timeframe.

Integrations

“Integration” as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

The Customer is advised that Questica running as a SaaS/hosted system is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of data exchange will be via formatted text (.CSV) files transmitted using FTP or secure FTP. Integration via web services may be possible where the 3rd party system provides a web services interface supported by Questica. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments (“chart fields”), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.

Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.9.

Customizations” of this Scope of Work document. Sections prior to “2.9. Customizations” detail the delivery of standard product functionality and services.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 5 months from the signing hereof.	In scope
Production Hosting	<p>Questica will provide the hosted operating server environment, as per the signed hosting agreement.</p> <p>The server will be configured with a single production instance of the Questica Budget system and a single 'sandbox' available for The Customer's development/test/QA/training needs. Questica will refresh the sandbox system by making a copy of the production database upon request and with reasonable notice given.</p> <p>The Customer will provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Internet Explorer 10 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release; • Microsoft .NET Framework 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required; and/or saving reports as Excel is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge). 	In scope
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation. (Note: if not then Questica staff will play an advisory role in implementation).	Not in scope
Project Management	<p>Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work.</p> <p>The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.</p>	In scope

On-Site PM Visits	Provision is made for up to 2 on-site visits by the Questica project lead(s). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. The on-site visits will be spread over no more than 2 visits, each of which shall be a minimum of one day and no more than five consecutive business days within the same working week. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	In scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user logon. Note that in a SaaS environment the Customer will need to have ADFS (Active Directory Federation Service) on their domain server. Configuration of ADFS on their domain server is a Customer task.	In scope
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts; • Statistical Account Categories and Statistical Accounts; • Measure Units. 	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
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Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Staff Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts ... at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget lines items with Statistical Accounts ... at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature. 	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task

Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Import Initial Staff Plan	Import current staff plan as start point for next budget year from data import workbooks. If not in scope then The Customer can add their staff plans manually. Note that staff plans are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load staff plans in bulk from Excel® workbooks.	Not in scope
Integration ...		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's PeopleSoft general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below). 	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's PeopleSoft general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the PeopleSoft general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer's PeopleSoft general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:	In scope

	<ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	
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2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<p><i>Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p><i>For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</i></p> <p><i>Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.</i></p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually.</p> <p>Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p>	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		

Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope
HR Data Sync.	<p>Automated facility to synchronize Salaries data between Questica Budget and The Customer's PeopleSoft HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the PeopleSoft system, either in CSV formatted files or by ensuring that the standard PeopleSoft to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.</p>	In scope

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		

Import Projects	Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... at the Project level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's PeopleSoft general ledger or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:	In scope

	<ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see “Amended Budget Export” below). 	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer’s PeopleSoft general ledger (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the PeopleSoft target system cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer’s PeopleSoft general ledger or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: <ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	In scope

2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	Configuration and data import of standard Questica financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Balance Sheet Categories and Accounts; • Balance Sheet Actual Costs Types; • Cash Flow Categories; • Lines of Cash Flow Reporting. If not in scope then The Customer can add their budget data manually or using Questica Budget’s spreadsheet import feature.	Not in scope

Import Data ...	<i>Initial Financial Statements data imported into Questica Budget from Excel® files (“workbooks”)</i>	
Import Balance Forecasts	Import 2 prior years' balance sheet forecasts from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. If not in scope then The Customer can add their balance sheet forecasts data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Balance Actuals	Import balance sheet actuals transactions from data import workbooks. If not in scope then The Customer can add their data manually, or using Questica Budget's spreadsheet import feature.	Not in scope
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation. Note that read-only licences are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Questica will, with the help of The Customer, determine how to configure Performance Measures Categories and Units, establishing those lookup values within the system.	In scope
Import Data ...	<i>Initial Performance Measures imported into Questica Budget from Excel® files (“workbooks”)</i>	
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration ...	<i>If automated import of Measure Actuals is required then a custom interface can be specified in the “Customizations” section of this Scope of Work.</i>	

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Not in scope
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Not in scope
Configuration of Questica Budget	The Customer is able to create their own ad hoc views as a convenient source of data for OpenBook. The Customer can leverage Questica's training material to learn how to create ad hoc views and how to publish them to OpenBook.	Not in scope
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget. The Customer can leverage Questica's training material to learn how to connect Questica Budget to OpenBook.	Not in scope
Import from CSV Files	Population of datasets through the import of .CSV files. The Customer can leverage Questica's training material to learn how load and configure datasets from CSV files.	Not in scope

2.8. Training

Functional Area	Description	Scope of Work
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Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation. Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course. Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below). Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes. The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Allocations	"Train the trainer" training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Change Requests	"Train the trainer" training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Statistical Ledger	"Train the trainer" training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope.	Not in scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	"Train the trainer" training in the use of Questica Budget's Staff Planning feature.	Not in scope

Train-the-User: Staff Planning	“Train the user” training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	“Train the trainer” training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	“Train the user” training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Financial Statements	“Train the trainer” training in Questica Budget's Financial Statements feature is delivered via a pre-recorded training video.	Not in scope
Train-the-Trainer: Performance Measures	“Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session. will be held on this topic.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task
On Site ...		
On-Site Training Visits	All in-scope training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	Not in scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as “In scope” within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW.
5. Advising The Customer of expected completion dates for items identified as “Customer task” within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of “Customer task” items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.10.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as “Customer task” within this SoW.
2. Advising The Customer of expected delivery dates for items identified as “Customer task” within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.10.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer’s project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.

- h. Customer approval of the imported Questica Budget structures and data.
- i. The creation by The Customer of a technical environment in which Questica Budget can operate.
- j. The deployment of the Questica Budget application and database on The Customer servers.
- k. The creation of custom ad hoc models to support the reporting of custom fields.
- l. Training in the use of ad hoc modeling for 1
- m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.
- n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
- o. The development by Questica of any required custom reports detailed in this Scope of Work.
- p. The testing and acceptances of custom reports and report views.
- q. The deployment of custom reports and report views.
- r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- s. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- t. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- u. The deployment of all integration components.
- v. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

CITY COUNCIL STAFF REPORT

Consent Item No. 6

October 24, 2018

File No. 0600-10, A-3271

SUBJECT: Telecommunication Network License and Encroachment Agreement with New Cingular Wireless PCS, LLC

DEPARTMENT: Engineering Services Department, Real Property

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-159, authorizing the Mayor and the City Clerk to execute a Telecommunication Network License and Encroachment Agreement (Agreement) with New Cingular Wireless PCS, LLC; and authorize the Real Property Manager to act on behalf of the City of Escondido (City) as necessary to implement the Agreement.

FISCAL ANALYSIS:

The City will receive a fee of \$1,650 per year for each municipal facility used within the City's right-of-way, subject to an increase of not less than three percent, based on the most recently published consumer price index. Initially, New Cingular Wireless PCS, LLC intends to install twenty-five (25) small cell-site facilities on locations within the City's right-of-way, however additional locations are anticipated. The initial rental revenue, in the amount of \$41,250 per year, will be deposited into the General Fund.

The City will also recover a one-time \$8,000 administrative fee to cover the City's costs of the initial administration of the agreement. New Cingular Wireless PCS, LLC will also pay the normal published encroachment and planning related permitting fees for processing of permit applications.

PREVIOUS ACTION:

On June 14, 2017, the City Council adopted Ordinance No. 2017-10R, which amended Article 34 (Communication Antennas) of the Escondido Zoning Code, with modifications to the regulations for wireless facilities within the right-of-way, developing a flexible framework for streamlining project review while balancing the expectations of community compatibility and community involvement. The Ordinance provides general development and operating standards for all wireless service facilities.

BACKGROUND:

New Cingular Wireless PCS, LLC desires to provide enhanced wireless communication services within the City by installing small cell facilities on City infrastructure in order to meet the needs of their customers, particularly with respect to data capacity and speed.

A small cell-site facility installation consists of low power antennas that are connected by fiber optic lines to the carrier's hubs. Small cell facilities distribute wireless network coverage, providing for more efficient management of wireless cellular telephone and data capacity in heavily trafficked areas. Small cell sites have the ability to provide more consistent and enhanced wireless coverage to

customers in both indoor and outdoor areas where geographic or other limitations might otherwise prevent more traditional cell tower installation.

Under the Telecommunication Network License and Encroachment Agreement, prior to the installation of any equipment, New Cingular Wireless PCS, LLC must obtain land use approvals and permits, in accordance with the City's Communication Antennas Ordinance. Several sites are being considered in the initial application, which will be evaluated through the land-use entitlement process. Those that meet the City's requirements can be approved administratively, and those that do not, will need to follow the minor CUP process.

Each new location will constitute an amendment to the Agreement. New Cingular Wireless PCS, LLC will identify the proposed location within the right-of-way and indicate the small cell-site equipment to be installed prior to installation. The City reserves its right to require the relocation, modification or removal of any facility that may be required for any governmental purpose.

City staff compiled data from various cities that have negotiated agreements with providers and used this information during negotiations with New Cingular Wireless PCS, LLC to ensure the City is getting competitive rates. The Agreement is effective for a period of ten (10) years and is renewable upon mutual written agreement of the City and New Cingular Wireless PCS, LLC. The annual fee for each City facility used is \$1,650, subject to an annual increase that is based on the most recently published Consumer Price Index, which shall not be less than three percent.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
10/17/2018 2:02 p.m.

ATTACHMENTS:

1. Resolution No. 2018-159
2. Resolution No. 2018-159 – Exhibit A – Lease Agreement

RESOLUTION NO. 2018-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, the City of Escondido (“City”) desires to approve a Telecommunication Network License and Encroachment Agreement (“Agreement”) with New Cingular Wireless PCS, LLC to encroach upon and occupy a portion of the public right-of-way to construct, install, operate and maintain small cell-site facilities; and

WHEREAS, the City authorizes New Cingular Wireless PCS, LLC to attach their facilities to certain municipal facility locations that will be added to the Agreement as a Site Addendum; and

WHEREAS, the City desires to approve the Agreement with New Cingular Wireless PCS, LLC for use of the municipal facilities over the next ten years; and

WHEREAS, the annual fee for each City facility used is \$1,650, subject to an annual increase that is based on the Consumer Price Index – All Urban Consumers for the San Diego MSA, which shall not be less than three percent; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve of the Telecommunication Network License and Encroachment Agreement with New Cingular Wireless PCS, LLC.

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. The Mayor and City Clerk are authorized to execute, on behalf of the City, the Telecommunication Network License and Encroachment Agreement with New Cingular Wireless PCS, LLC, which is attached hereto as Exhibit "A" and is incorporated by this reference, and as approved by the City Attorney in substantially similar form.
3. That the City Manager, or designee, shall be authorized to act on behalf of the City as necessary to implement the Agreement.



TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT

Licensee: New Cingular Wireless PCS, LLC

Term: Ten Years

Premises: As supplemented by Site Addendums

Date:

Exhibit A: Licensee Facility

Exhibit B: Network Plan

Exhibit C: Site Addendum Form



TABLE OF CONTENTS

SECTION 1	DEFINITION OF TERMS	3
SECTION 2	PREMISES AND USE.....	4
SECTION 3	TERM	5
SECTION 4	EQUIPMENT	5
SECTION 5	LOCATION	5
SECTION 6	IMPROVEMENTS	5
SECTION 7	SCOPE OF AGREEMENT	5
SECTION 8	COMPENSATION AND FEES	6
SECTION 9	ASSIGNMENT OR TRANSFER OF AUTHORIZATION.....	7
SECTION 10	ASSUMPTION OF RISK.....	7
SECTION 11	MAINTENANCE	7
SECTION 12	INTERRUPTION OR RELOCATION.....	8
SECTION 13	CHANGE IN EQUIPMENT	8
SECTION 14	REPAIR OF FACILITY	8
SECTION 15	CLEAN UP AND REMOVAL UPON TERMINATION OR ABANDONMENT	9
SECTION 16	LICENSE TO BEAR ALL COSTS	9
SECTION 17	UNDERGROUNDING.....	9
SECTION 18	FUTURE RULES OR ORDERS.....	9
SECTION 19	LICENSE TO SUBMIT ACCEPTABLE PLANS	10
SECTION 20	LICENSE TO SECURE APPROVAL AND PERMITS.....	10
SECTION 21	DESIGN, LOCATION, AND APPEARANCE	10
SECTION 22	AS-BUILT DRAWINGS TO BE PROVIDED.....	11
SECTION 23	LIABILITY INSURANCE	11
SECTION 24	PERFORMANCE BOND	13
SECTION 25	ACCIDENT REPORTS	13
SECTION 26	INDEMNIFICATION OF CITY	13
SECTION 27	REVOCATION OF AUTHORIZATION	14
SECTION 28	TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT.....	14
SECTION 29	WAIVER OF RIGHTS.....	14
SECTION 30	GOVERNING LAW; JURISDICTION.....	14



SECTION 31	AMENDMENT OF AGREEMENT	14
SECTION 32	ENTIRE AGREEMENT	15
SECTION 33	SEVERABILITY.....	15
SECTION 34	TAXES	15
SECTION 35	NON-EXCLUSIVITY.....	15
SECTION 36	NOTICES.....	16
SECTION 37	TERMINATION	16
SECTION 38	OTHER REGULATIONS	17
SECTION 39	RELATED ACTIONS	17
SECTION 40	USE OF THE PUBLIC RIGHTS-OF-WAY	17
SECTION 41	POWERS TO ENTER INTO AGREEMENT	17
SECTION 42	INDEPENDENT CONTRACTOR.....	18



CITY OF ESCONDIDO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT

This License and Encroachment Agreement (“Agreement”) is entered into this _____ day of _____, 2018, by and between the **City of Escondido**, a California municipal corporation and **New Cingular Wireless PCS, LLC** (“Licensee”) (collectively, the “Parties”). The effective date shall be the date this Agreement is executed by both Parties (the “Effective Date”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following covenants, terms, and conditions:

Section 1 Definition of Terms

The following definitions shall apply generally to the provisions of this Agreement:

- 1.1 **Annual Fee.** “Annual Fee” means the fees charged on an annual basis as provided in Section 8.3.
- 1.2 **City.** “City” means the City of Escondido.
- 1.3 **Fee.** “Fee” means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body.
- 1.4 **Laws.** “Laws” means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdictions over the Parties to this Agreement.
- 1.5 **Licensee’s Facilities.** Only the installation design configurations of Licensee’s Facilities that are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference may be used on City Municipal Facilities. Any Licensee Facility installation or configuration not contained within Exhibit A, or that the City determines is not substantially similar, must receive written City approval before it may be used on any City Municipal Facility or placed on or in the Public Rights-of-Way.
- 1.6 **Municipal Facilities.** “Municipal Facilities” means City-owned Streetlight Poles, lighting fixtures, electroliers, or comparable facility located within the Public Right of Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.



- 1.7 **Network Plan.** “Network Plan” means the Licensee’s proposed locations as attached in Exhibit B, and amended by any Site Addendums.
- 1.8 **Licensee.** “Licensee” means New Cingular Wireless PCS, LLC, a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.
- 1.9 **Permit Fee.** “Permit Fee” means the fees charged for permitting the encroachment in the City’s right of way and the permitting by the City’s planning department.
- 1.10 **Public Way, Right-of-Way, or Public Rights-of-Way.** “Public Way,” “Right-of-Way, or “Public Rights-of-Way” means the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include any other property owned by the City or any property owned by any person or entity (e.g. county, state, or federal rights-of-way) other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.
- 1.11 **PUC.** “PUC” means the California Public Utilities Commission.
- 1.12 **Site.** “Site” means a location added to this Agreement by a Site Addendum.
- 1.13 **Site Addendum.** “Site Addendum” means an agreement for a particular site, or group of sites, licensed to the Licensee, which will be added as an addendum to this Agreement in substantially the same form as Exhibit C.
- 1.14 **Streetlight Pole.** “Streetlight Pole” shall mean any standard-design concrete, fiberglass, or metal pole that has a mast arm for electrolier support and is used for street lighting purposes. A Streetlight Pole may need to incorporate artistic design elements not typically found in standard steel or aluminum streetlight poles. The design of all Streetlight Pole that will become a Municipal Facility must be approved by the City in writing.
- 1.15 **Term.** “Term” shall mean the term of this Agreement in accordance with Section 3.

Section 2 Premises and Use

Subject to the terms and conditions contained herein, the City hereby authorizes Licensee to attach Licensee’s Facilities to certain Municipal Facility locations as will be added to this Agreement as a Site Addendum. Further, the City authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way for the limited purpose of constructing, installing, operating and maintaining Licensee’s Facilities.



Section 3 Term

This Agreement shall be effective for a period of ten (10) years from the Effective Date, renewable upon mutual written consent of the Parties.

Section 4 Equipment

- 4.1 The Parties agree that Exhibit A represents a good-faith representation of the equipment that Licensee plans to attach to Municipal Facilities, that such design configurations and specifications may be attached to Municipal Facilities.
- 4.2 Licensee shall present plans for each Site added by a Site Addendum to this Agreement for the City's approval prior to installation.

Section 5 Location

- 5.1 City shall process all locations to be added as Site Addendums as a single Right-of-Way encroachment permit or other mutually agreeable process, so long as it complies with the terms and conditions of this Agreement. Licensee shall not submit or have more than ten (10) applications outstanding at any one time to allow the City time for processing. In addition to the City permitting process, Licensee agrees to seek any and all additional local, state and federal approvals that may be required for its deployments including, but not limited to the City's Zoning Code.
- 5.2 City shall make available to Licensee approximately twenty-five (25) locations within the City's Right-of-Way for the placement of Licensee's Facilities, substantially in the locations described in the Network Plan. The use of any particular Municipal Facility Right-of-Way structure, comparable facility, or pole shall be subject to the City Engineer's discretion and approval in advance of the placement of the Licensee Facilities. City may make available additional Sites at the City's sole discretion. Any additional Sites or locations proposed by Licensee during the Term of this Agreement must be made in accordance with this Agreement.

Section 6 Improvements

Where requested by the City, Licensee will install a vertical light standard at each location to provide illumination and to be used for Licensee's Facilities. After completion of construction, the City will own the street light standard and related equipment which will become a Municipal Facility. Licensee will continue to own Licensee's Facilities.

Section 7 Scope of Agreement

- 7.1 Licensee hereby acknowledges, agrees and covenants that this Agreement only allows for the occupation of the Right of Way and Municipal Facilities by



Licensee's Facilities identified in each Site Addendum to this Agreement and does not authorize or bestow any interest in real property including any fee, leasehold interest or easement.

- 7.2 Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the property or premises. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California.
- 7.3 City makes no warranty or representation that the premises are suitable for Licensee's use. Licensee has inspected the premises and accepts the same "AS IS". City is under no obligation to perform any work or provide any materials to prepare the premises for Licensee.
- 7.4 This Agreement is limited to twenty-five (25) locations within the City's Right-of-Way for the placement of Licensee's Facilities.

Section 8 Compensation and Fees

- 8.1 **Encroachment Permit Fee.** Licensee shall pay the normal published encroachment, planning, encroachment agreement/inspection and other planning related permitting fees for the processing of Licensee's permit applications ("Permit Fee").
- 8.2 **Administration Fee.** Licensee will pay the City a one-time fee of eight thousand dollars (\$8,000) for the cost of the initial administration of this Agreement.
- 8.3 **Compensation for Administration and Use of City Infrastructure.** Licensee will compensate City for the costs of the administration of this Agreement and use of Municipal Facilities a fee of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per Annum (the "Annual Fee") for each Municipal Facility within the City's Right-of-Way used by Licensee.
- 8.4 **Minimum Annual Fee Adjustment Date.** The Annual Fee will be adjusted annually on the anniversary of the Effective Date by the percentage annual increase in the most recently published Consumer Price Index – All Urban Consumers for the San Diego Metropolitan Statistical Area. This increase shall not be less than the three percent (3%).
- 8.5 **Delinquent Payment.** Payments not received within five days of the due dates shall accrue interest at a rate of five percent (5%) per annum from the due date. In addition, a late fee in the amount of five percent (5%) of the amount due shall be imposed in the event a payment is not received within thirty (30) days of the due date. Notwithstanding the provisions of this Section, failure to make payments



when they are due is considered a default of the terms of the Agreement. Licensee assumes all risk of loss and responsibility for delinquent payments.

- 8.6 **Payment Location.** Licensee agrees to make checks payable to the City of Escondido and delivered to: City of Escondido City Treasurer, City Hall, Second Floor 201 North Broadway, Escondido, CA 92025 The City reserves the right to change the place and time of payment at any time.
- 8.7 **Audit.** The City may require a physical audit of all of Licensee's Sites at Licensee's expense at any time during this Agreement. Licenses shall furnish to City a complete list of all Sites on an annual basis, ninety (90) days prior to the anniversary of the Effective Date. The list shall at a minimum include the location of each Site, the date the required approvals were obtained, and the date construction was completed.

Section 9 Assignment or Transfer of Authorization

This Agreement shall not be assigned by Licensee without the express written consent of the City; provided, however, that Licensee may, upon notice to but without the consent of the City, assign this Agreement to Licensee's affiliates and subsidiaries or to an entity which acquires all or substantially all of Licensee's assets by reason of merger, acquisition or other business reorganization. Licensee will not allow a co-location without permission of the City and payment of additional Fees, in an amount to be fixed at the City's sole discretion.

Section 10 Assumption of Risk

The Licensee, on the Licensee's own behalf and on behalf of any successor or assign, hereby acknowledges and assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property and City Municipal Facilities and the planning, design, installation, construction, maintenance, repair, operation and removal of the Licensee's Facilities, which shall be undertaken without risk or liability on the part of the City. All of Licensee's constructions, installation, removal, repair and maintenance work shall be performed at Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards.

Section 11 Maintenance

- 11.1 Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in installing and maintaining Licensee's Facilities and will install and maintain in use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by experienced and properly trained, and if required, licensed



maintenance and construction personnel.

Section 12 Interruption or Relocation

- 12.1 Licensee shall, at its sole expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Licensee's Facilities at the time and in the manner required by the City for any governmental purpose. Except in an emergency, the City shall give written notice describing where the work is to be performed at least thirty (30) days before the date the work is to be performed. Should the public health, safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section within 72 hours of receiving notice from the City.
- 12.2 If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove the equipment, facilities, and property and charge Licensee for the cost of removal and storage. Alternatively, upon Licensee's request, City may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of the Licensee's Facilities to City.
- 12.3 In a true emergency, where there is an imminent danger to the public health, safety or property, the City may take the measures required by Licensee under this Section without prior notice to Licensee; however, the City will make reasonable efforts to provide prior notice.

Section 13 Change in Equipment

If Licensee proposes to install equipment, which is different in any material way from the specifications or design configurations attached hereto as Exhibit A, then Licensee shall first obtain the approval for the use and installation of the equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide "load" calculations for all Streetlight Poles it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the specifications set forth in Exhibit A.

Section 14 Repair of Facility

Licensee shall repair or refinish in a workmanlike manner, at Licensee's sole cost and expense, any surface or other portion of the Public Rights-of-Way property, City Municipal Facilities, and any and all utility lines, including but not limited to, gas, water and sewer lines, that are disturbed or damaged during the construction, installation, maintenance, or operation of Licensee Facilities. Without limiting any other available remedies, if Licensee



fails to repair or refinish such damage, City may, in its sole discretion, but without any obligation to do so, repair or refinish the disturbance or damage and Licensee shall reimburse City all reasonable costs and expenses incurred in the repair or refinishing.

Section 15 Clean Up and Removal upon Termination or Abandonment

Licensee shall remove the equipment within ninety (90) days after abandonment of the equipment or termination of this Agreement, at Licensee's sole cost and expense. If Licensee fails to remove the equipment, City is entitled to remove and dispose of the equipment at Licensee's sole cost and expense, upon thirty (30) days written notice to Licensee. Licensee's obligations to reimburse the City for removal and disposal of equipment under this section shall survive the expiration or termination of this Agreement.

Section 16 License to Bear All Costs

The Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of the Licensee Facilities. The Licensee shall be responsible and must bear all cost of any movement to, damage to or repair of Licensee's Facilities due to repair, maintenance and/or failure/collapse of any existing utility lines, including but not limited to, gas, water and sewer lines or any other City improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on the Licensee's Facilities, unless and to the extent the damage results from the gross negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon the Licensee Facilities usage of electricity and applicable tariffs.

Section 17 Undergrounding

Licensee has been advised and understands that the utilities in the area of Licensee's planned facilities are subject to future under-grounding requirements. In the event of an under-grounding project, Licensee is willing to participate in such project and shall pay its pro rata share of said costs. Licensee agrees to work cooperatively with the City on a suitable relocation of Licensee's Facilities in the event of an undergrounding project.

Section 18 Future Rules or Orders

The Licensee, or any successor or authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for Public Right-of-Way management.



Section 19 License to Submit Acceptable Plans

Prior to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any reasonable plans and specifications required by the City Engineer, which shall include detailed maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities. The City Engineer shall be authorized to review the plans and specifications and to impose such reasonable requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City Engineer shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted City uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for approval by the City Engineer. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time. Licensee shall pay all reasonable plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities shall be performed in strict compliance with plans and permits approved by the City Engineer.

Section 20 License to Secure Approval and Permits

Licensee agrees and understands that City requires Licensee to obtain valid encroachment permits for purposes of entering onto the Public Rights-of-Way to install its facilities located thereon. Licensee agrees to comply with all relevant provisions of the Escondido Municipal Code. In addition to obtaining and maintaining the permits, Licensee understands and agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required from other federal, state or local authorities, and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.

Section 21 Design, Location, and Appearance

This Agreement hereby expressly incorporates the requirements for wireless facilities in Article 34, Chapter 33 of the Escondido Zoning Code as if fully set forth herein. Should any requirement be invalidated by any Laws, Licensee hereby agrees and acknowledges that all Sites and Licensee Facilities shall be designed, located, and generally in accordance with the requirements in Article 34 as if fully set forth herein. This includes any resolutions adopted pursuant to Article 34.



Section 22 As-Built Drawings to be Provided

The Licensee shall provide as-built drawings, in any format acceptable to the City Engineer, detailing the location of Licensee's Facilities installed pursuant to this Agreement within (sixty) 60 days after facilities are installed.

Section 23 Liability Insurance

Licensee shall obtain and maintain for the duration of this Agreement and any amendments hereto, adequate insurance against claims for injuries to persons or damage to property which in any way relate to, arise out of or are connected to the use of the Public Rights-of-Way and Municipal Facilities by Licensee or to the construction, operation or repair of Licensee's Facilities by Licensee or Licensee's agents, representatives, employees or contractors. The insurance will be obtained from an insurance carrier eligible to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A- ", Class V carrier or better.

- 23.1 Licensee shall maintain the types of coverage's and limits indicated below, unless the City Attorney or City Manager approves a lower amount. These amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.
 - A. Commercial General Liability Insurance per ISO form 00 01 or equivalent. \$3,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit.
 - B. Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.
 - C. Workers Compensation and Employer's Liability. Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury/ per disease, per employee/ per disease, policy limits.
- 23.2 Licensee will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:



- A. The City of Escondido will be included as an additional insured on the required General Liability and Automobile Liability coverage.
 - B. Licensee will obtain occurrence coverage, excluding Professional Liability, which may be written as claims-made coverage.
 - C. This insurance will be maintained during the life of the Agreement and any extensions of it and will not be canceled and not replaced without thirty (30) day's prior written notice to City pursuant to the Notice endorsements to City.
- 23.3 Prior to City's execution of this Agreement and annually thereafter, Licensee will furnish certificates of insurance and endorsements to City.
- 23.4 Failure to maintain any of these insurance coverages, shall be deemed a material default of this Agreement.
- 23.5 All required liability insurance companies affording coverage to the Licensee shall be required to include the City of Escondido as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City, its officers, agents and employees shall be excess only and not contributing with the insurance provided pursuant to this Agreement.
- 23.6 City may require the revision of amounts and coverage once during the term of this Agreement by giving Licensee 60 day's prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.
- 23.7 Notwithstanding the forgoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.



Section 24 Performance Bond

Prior to construction of Licensee's Facilities, Licensee shall post a bond with the City in the amount of Two Thousand Five Hundred Dollars (\$2,500) per Site. ("Performance Bond") substantially in a form acceptable to the City Attorney to ensure performance of the obligations and duties under this Agreement. This Performance Bond shall remain in place for the term of the Agreement. Licensee shall also provide a cash cleanup deposit, which shall be 10% of the cost of work within the City right of way, ranging from a minimum of Five Thousand Dollars (\$5,000) to a maximum of Fifty Thousand Dollars (\$50,000) concurrent with the execution of this Agreement. The deposit will be used for maintenance, clean up and any other obligations contained in this Agreement and will be released in accordance with City policy.

Section 25 Accident Reports

Licensee shall, within 48 hours after occurrence, report to City any accident causing property damage or any serious injury to persons resulting from any of Licensee's activities under this Agreement. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 26 Indemnification of City

- 26.1 Licensee shall waive all claims against City for any damages to the personal property and equipment of Licensee or City in, upon or about the Public Rights-of-Way and Municipal Facilities and for injuries to any employees of Licensee or their agents in, upon, or about the Public Rights-of-Way and Municipal Facilities from any cause arising at any time, unless the damages and/or injuries arise out of the City's sole gross negligence or willful misconduct. In addition, Licensee will fully indemnify, hold harmless, and faithfully defend, the City, including its elected and appointed officials, officers, employees, contractors and agents ("Indemnified Parties"), from any damage or injury to any person, or any property, arising from the use of the Public Rights-of-Way and Municipal Facilities by Licensee or Licensee's officers, employees, contractors, or agents, or from the failure of Licensee to keep Licensee's Facilities and equipment in good condition and repair, as provided for in this Agreement.
- 26.2 Licensee shall indemnify and hold harmless City and its employees from and against all claims, damages, losses, expenses, including attorney's fees arising out of or resulting from the performance by Licensee of the Agreement whether resolution proceeds to judgment or not. Should a conflict arise, Licensee shall bear the reasonable cost of retaining independent counsel to represent the City, which counsel shall be chosen by the City and Licensee.



26.3 Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of its equipment and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged equipment, including, without limitation, damage caused by the City's removal of the equipment.

Section 27 Revocation of Authorization

If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, the City may revoke the authorization granted herein subject to the cure provision in Section 37.

Section 28 Terms and Conditions Specific to this Agreement

The terms and conditions of this Agreement shall apply solely to the Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities described in Exhibit A, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee in the event Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 29 Waiver of Rights

By entering into this Agreement, the Licensee waives any current or future rights reserved under California Government Code Section 50030, California Public Utility Code or the Telecommunications Act of 1996 (the "Act") including but not limited to, those rights set forth in Section 253(c), or other right pursuant to subsequently enacted State or Federal Law, to the extent inconsistent with this Agreement. This Agreement shall govern the placement of any similar types of Licensee Facilities, for the term of this Agreement. In the event a court finds the Licensee may not waive such rights, then the parties agree to modify this Agreement to conform to the future changes in a manner that will keep the City whole regarding the consideration obligations of Licensee to the City under this Agreement.

Section 30 Governing Law; Jurisdiction

This Agreement shall be governed and construed by and in accordance with the laws of the United States and the State of California without reference to general conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts of San Diego County, California or in the United States District Court, Southern District of California.

Section 31 Amendment of Agreement

This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the parties.



Section 32 Entire Agreement

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 33 Severability

If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement is finally determined to be invalid or unenforceable under applicable law, that part or provision shall be ineffective to the extent of such invalidity only, and the remaining terms and condition shall be interpreted so as to give the greatest effect to them.

Section 34 Taxes

Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or the Licensee's Facilities, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.

Licensee shall be responsible for all utilities and any property taxes imposed as a result of the use of the Property by Licensee. Licensee specifically acknowledges that the grant of this license may be subject Licensee to certain taxes under California Revenue and Taxation Code section 107.6 and agrees it is solely responsible for the payment of these taxes.

Section 35 Non-Exclusivity

Neither this Agreement nor the permit granted hereunder is exclusive. The City reserves the right to enter into co-location agreements with other parties, including but not limited to telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities provided such agreements do not result in interference with Licensee's Facilities.



Section 36 Notices

All notices under this Agreement shall be in writing and, unless otherwise provided in this Agreement, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent.

Should City or Licensee have a change of address, the other party shall immediately be notified as provided in this section of such change.

LICENSEE:

New Cingular Wireless PCS, LLC
575 Morosgo Drive NE
Atlanta, GA 30324
Attn: Network Real Estate
Administration

CITY:

CITY OF ESCONDIDO
City Hall, Second Floor.
201 N. Broadway, Escondido, CA 92025
Attn: Real Property Manager

Re: Cell Site #: _____;
Cell Site Name: _____
Fixed Asset #: _____;
State Where Site Located:

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur if (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Section 37 Termination

This Agreement may only be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party affecting more than one Site, which default is not cured within forty five (45) days of receipt of written notice of default (or, if such default is not curable within forty five (45) days, if the defaulting party fails to commence such cure within forty five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. Should Licensee use the Licensee's Facilities for a purpose that requires additional City approvals that have



not been obtained, City may terminate this Agreement in the manner authorized by this Section.

Any Site may be terminated (i) by either party for the other party's default affecting such Site, using the process described above in this Section 37, or (ii) by Licensee, if small cell technology is no longer usable due to technology constraints, reasonably demonstrated to the City, upon forty-five (45) days' notice to the City and removal of Licensee's Facilities from such Site, with the Annual Fee for such Site ending on the date of termination of such Site. Licensee may relocate Sites if the Site no longer serves the needed coverage upon approval by the City and the term on the particular Site will continue to the new relocated site.

Section 38 Other Regulations

All Licensee's use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the City of Escondido now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

Section 39 Related Actions

By the granting of this Agreement, neither City nor the Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of the Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 40 Use of the Public Rights-of-Way

Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities.

Section 41 Powers to Enter into Agreement

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City.



Section 42 Independent Contractor

Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Licensee, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between City and Licensee other than the relationship of City and Licensee.



IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

CITY OF ESCONDIDO

Date: _____

Sam Abed, Mayor

Date: _____

Diane Halverson, City Clerk

LICENSEE

Date: _____

Name

Title

APPROVED AS TO FORM:

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

By: _____



EXHIBIT A

This Exhibit A, regarding the facilities, is to be provided subsequently by Licensee, which must be approved by the City Engineer, in the City Engineer's sole and absolute discretion.



EXHIBIT B





EXHIBIT C

SITE ADDENDUM NO. _____

Pursuant to that certain Telecommunication Network License and Encroachment Agreement (the “Encroachment Agreement”) between the City of Escondido, a California municipal corporation (the “City”) and New Cingular Wireless PCS, LLC (“Licensee”), and dated _____, 2018, Licensee submits to the City this Site Addendum, together with all the items listed below.

1. Exhibit C-1, which includes complete, detailed plans and specifications for all Licensee’s Equipment to be installed in the License Area, subject to Regulatory Approvals;
2. Exhibit C-2, which designates all Pole Locations that Licensee seeks to be included in the License Area under this Site Addendum;

Licensee acknowledges that: (1) this Site Addendum will not be effective until the City returns a fully executed copy to Licensee; (2) Licensee will not have the right to access or install equipment until after Licensee has: (a) submitted all payments required; (b) submitted insurance information to the City as required under the Encroachment Agreement; (c) obtained Regulatory Approvals.

This Site Addendum is executed and effective on the last date written below and, upon full execution will be the City’s authorization for the City to begin its review of the pole locations and plans and specifications proposed in this application.

THE CITY:

LICENSEE:

City of Escondido,
a California municipal corporation

New Cingular Wireless PCS, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



EXHIBIT C-1

LICENSEE'S PLANS AND SPECIFICATIONS

Site Addendum No. _____

[Licensee to attach all plans and specifications for all equipment proposed to be installed at all proposed locations]



EXHIBIT C-2

POLE LOCATIONS / LICENSE AREA

Site Addendum No. _____

[List all proposed Pole Locations requested in this Site Addendum,
including plot plan # and gps coordinates.]

CITY COUNCIL STAFF REPORT

Current Business Item No. 7

October 24, 2018

File No. 0430-30

SUBJECT: Financial Status Report for Fiscal Year 2017/18 and Budget Adjustment for Fiscal Year 2017/18

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council receive and file the annual financial status report for Fiscal Year 2017/18 (Attachment 1); approve the attached budget adjustment that recommends using the year-end General Fund surplus of \$3,029,000 to fund specific department funding requests totaling \$2,029,000; and to transfer the remaining balance of \$1,000,000 to the Section 115 Irrevocable Pension Trust.

FISCAL ANALYSIS:

This report provides the City Council with the financial status of selected funds of the City for Fiscal Year 2017/18. The report provides an analysis of unaudited revenue and expenditure for Fiscal Year 2017/18 in comparison to Fiscal Year 2016/17 for the General Fund, the Reidy Creek Municipal Golf Course Fund, and the Water and Wastewater Funds. The financial highlights for each of these funds are summarized below.

The City Council adopted a balanced annual operating budget for the General Fund in Fiscal Year 2017/18 without the use of reserves. Efficient operations and fiscal prudence resulted in the General Fund ending the year with operating expenditures under budget by \$2.3 million. One-time revenue from the sale of General Fund property resulted in revenue coming in over budget by about \$1.1 million, resulting in the General Fund ending with surplus funds of \$3 million. Staff recommends this be allocated as follows:

- \$430,000 to the Building Maintenance Fund to cover necessary but unanticipated maintenance costs in Fiscal Year 2017/18. The majority of this request or \$397,000 was needed to cover emergency repairs to the heating, ventilation and air conditioning pipeline for the California Center for the Arts, Escondido (CCAЕ).
- \$500,000 to the Workers' Compensation Fund Reserve as part of the long-term plan to increase the cash balance in this fund to achieve the City actuary's expected value of estimated unpaid future claims.
- \$938,000 to the Building Maintenance Fund to cover California Center for the Arts, Escondido (CCAЕ) deferred maintenance costs. The CCAЕ campus is 24 years old, and this will help fund overdue repairs.

- \$36,000 to cover the Reidy Creek Golf Course operating loss in Fiscal Year 2017/18. The golf course operating results are detailed in the attached financial status report and later in this staff report.
- \$125,000 to cover one-time implementation fee and annual license cost for time and attendance software. This software will bring efficiencies and savings to the City by automating workflows related to employee scheduling, timecard entry and payroll functions. This software eliminates the need for manual timecards and the dual and manual entry of data by staff.
- \$1,000,000 to the Section 115 Irrevocable Pension Trust. The City Council has focused on providing ongoing funding to the Trust in order to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases.

The Reidy Creek Golf Course ended the year with an operating loss of about \$141,000. This loss was offset by a transfer in from the General Fund of \$105,150 at the beginning of the fiscal year to cover operations. While revenues were up about 4 percent compared to the prior year, they were still under budget which resulted in this loss. A transfer of \$36,000 is being requested to cover this operating loss.

The Water Fund ended Fiscal Year 2017/18 with net operating income of \$5.5 million. This amount was lower than the prior year by about \$900,000 due to operating expenditure increases from both salaries and purchased water, which were offset by increased operating revenue due to an increase in water consumption and a 5.5 percent rate increase that went into effect in March 2017.

The Wastewater Fund ended Fiscal Year 2017/18 with net operating income of \$10.4 million. This amount was higher than the prior year by about \$600,000. This was due to decreased operating expenditures for chemicals, equipment repairs and professional services, along with increased operating revenue from Sewer Service Charges due to a 5 percent rate increase in March 2017.

PREVIOUS ACTION:

On February 14, 2018, and May 9, 2018, the City Council received and approved quarterly financial reports for the second and third quarters of fiscal year 2017/18.

BACKGROUND:

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

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.
10/17/2018 4:51 p.m.

Joan Ryan, Assistant Dir. of Finance
10/17/2018 4:55 p.m.

ATTACHMENTS:

1. Attachment 1: Fourth Quarter Financial Report for June 30, 2018
2. Budget Adjustment



CITY OF ESCONDIDO

ATTACHMENT 1: FOURTH QUARTER FINANCIAL REPORT

June 30, 2018

OVERVIEW

This report summarizes the City's overall financial position for the period of July 1, 2017 through June 30, 2018. While the focus of this report is the General Fund, the financial status of the Water and Wastewater Funds and the Reidy Creek Municipal Golf Course are included. This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

The revenue projections and budget include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2018.

GENERAL FUND

The General Fund ended Fiscal Year 2017/18 with net sources over uses of about \$3 million. These results were achieved because actual operating expenditures were under budget by about \$2.3 million and actual operating revenues were over budget by about \$1 million.

**General Fund
Comparison of Projected Budget to Actuals
As of June 30, 2018**

	Final Budget	Actual
Total Revenue	\$98,957,930	\$100,039,805
Total Expenditures	100,687,145	98,391,300
Other Sources (Uses) – Note 1	1,401,900	1,381,057
Total Sources over (Uses) – Note 2	(\$327,315)	\$3,029,562
Reserve Balance		\$17,392,319

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

Note 2: Council approved the use of General Fund surplus during the year-end report on October 18, 2017. Council also approved the transfer of \$1,984,000 to initially fund the Pension Trust.

General Fund Revenue: General Fund total revenue was up 4.5% compared to the prior year or about \$4.2 million if you exclude one-time revenue and adjust for the inclusion of the Recreation Department in the General Fund. This increase was due to increases in property taxes, the residual payment

from the Redevelopment Property Tax Trust Fund, franchise fees, and grants. In addition, the City received one-time revenue from fire assistance of about \$1.3 million and \$1.7 million from the sale of City property. Details of the General Fund revenue sources are outlined below.

General Fund Revenue	Amended Budget	FY 2017/18 Actual	FY 2016/17 Actual
Sales Tax	\$ 37,349,510	\$ 36,573,403	\$ 36,088,340
Property Tax	26,236,000	26,255,814	24,346,068
Other Taxes	13,248,000	13,147,895	12,360,789
Intergovernmental	3,011,040	3,250,368	2,594,822
Permits & Fees	1,294,000	1,183,587	1,222,686
Fines & Forfeitures	1,186,000	1,081,447	1,191,723
Charges for Services - Note 1	10,401,000	10,695,760	10,910,261
Investment & Property	4,719,005	4,822,130	4,128,989
One-Time Revenue	1,513,375	3,029,401	991,923
Total with One-Time Revenue	98,957,930	100,039,805	93,835,601
Total excluding One Time Revenue	\$ 97,444,555	\$ 97,010,404	\$ 92,843,678

Note 1: FY 2016/17 Charges for Services amount was amended to include Recreation.

Sales Tax: Sales Tax revenues are expected at \$36.6 million, representing an increase in revenue of \$485,000 but lower than projected by 2%. In late Fiscal Year 2018, the California Department of Tax and Fee Administration (CDTFA) implemented a new sales tax reporting software system and modified the schedule of sales tax distributions to the City.

While the distribution schedule change discussed above should have provided additional one-time revenue, unforeseen complications with the software update impeded the CDTFA's ability to process a significant amount of sales tax returns. These complications delayed distribution of sales tax to all cities and resulted in lower actual receipts. The State will be distributing these revenues later this year, which is beyond the City's 60-day accrual policy, so this will be recognized as one-time revenue in Fiscal Year 2018/19.

Currently, the amount of remaining sales tax to be distributed is expected to be approximately \$800,000. Had the City received this amount during the current fiscal year, our sales tax projected growth of 3.5% would have been met.

Property Tax: Property Tax revenue is expected at \$26.2 million, which is \$1.9 million higher than the prior year or up about 8%. This is because assessed value growth for Escondido in Fiscal Year 2017/18 was up 7% compared to the prior year.

Other Taxes: Other Taxes are up about \$787,000 compared to the prior year. The majority of this increase is from the Redevelopment Property Tax Trust Fund (RPTTF) residual payment. This is the result of the former Redevelopment Agency's reduction in outstanding debt service payments, which results in a larger ending residual balance. The larger ending residual balance is a shared amount that all the taxing entities share. In addition, franchise fees are up 5% over the prior year. This increase is primarily from SDG&E.

Intergovernmental: Intergovernmental revenue includes the Rincon fire services agreement, state mandated cost claims, and various grants, this was up about \$655,000 compared to the prior year. This increase was primarily from Rincon fire services and Ground Emergency Medical Transportation reimbursements.

Charges for Services: Charges for services have remained about the same compared to the prior year if you adjust for the inclusion of the Recreation Department charges for services included in the General Fund.

Investment and Property: Income from investments and property is up about \$700,000 compared to the prior year if you adjust for the inclusion of the rental income that in the past was reported in the Recreation Fund. In addition, the City is receiving reimbursements from developers for outside professional services costs to facilitate the review of project proposals. The corresponding professional service expenses are paid for by the Planning Department.

General Fund Expenditures: General Fund total expenditures are up 5% compared to the prior fiscal year or about \$5 million if you adjust for the inclusion of the Recreation Department in the General Fund. The significant reasons for this change include increases to salaries, CalPERS contributions, workers' compensation, radio replacement and Regional Communications System Financing.

General Fund Expenditures	Amended Budget	FY 2017/18 Actual	FY 2016/17 Actual
General Government	\$ 6,104,355	\$ 5,581,686	\$ 5,700,454
Community Services - Note 1	7,164,555	6,960,751	6,955,652
Community Development	4,837,020	4,017,640	3,880,385
Public Works	13,110,765	12,828,371	11,302,657
Public Safety	66,435,595	66,212,577	62,982,291
Other Expenditures	3,034,855	2,790,275	2,571,322
Total	\$ 100,687,145	\$ 98,391,300	\$ 93,392,761

Note 1: FY 2016/17 Community Services expenditures were amended to include Recreation.

REIDY CREEK GOLF COURSE FUND

The Reidy Creek Golf Course budget was balanced using a transfer from the General Fund of \$105,150. Other sources and uses reflect this transfer and a transfer to cover the prior year's operating loss of \$142,000. While revenues were up about 4% compared to the prior year, they were under budget by \$43,901. With revenues coming in less than budgeted and expenditures slightly under budget, a transfer of \$35,576 is needed to cover the loss for the fiscal year.

Reidy Creek Golf Course	Annual Budget	FY 17/18 Actual	FY 16/17 Actual
Revenues	584,870	540,969	521,803
Expenditures	(690,020)	(681,695)	(672,341)
Other Sources (Uses)	247,150	247,150	131,000
Total Sources Over (Under) Use	142,000	106,424	(19,538)

ENTERPRISE FUNDS

Water Fund: The Water Fund ended the year with net operating income of \$5.5 million, which was lower than the prior year by about \$900,000. This was the result of a 16% increase in operating expenses compared to the prior year or about \$7.6 million, which came primarily from increased purchased water costs. This amount was offset by increased operating revenue of \$6.7 million or 13% which was due to increased water consumption and a 5.5% rate increase that went into effect in March 2017.

Water Fund	Annual Budget	FY 2017/18 Actual	FY 2016/17 Actual
Operating Revenues	56,510,000	59,696,574	52,936,039
Operating Expenses	(51,741,170)	(54,191,411)	(46,543,635)
Operating Income	4,768,830	5,505,163	6,392,404
Nonoperating Rev (Exp)	(711,575)	747,131	(782,560)
Transfer to Capital			
Projects and Debt Srvc	(7,226,655)	(5,372,731)	(5,202,594)
Total Sources over Uses	(3,169,400)	879,563	407,250

Wastewater Fund: The Wastewater Fund ended the year with net operating income of \$10.4 million, which was up about \$600,000 compared to the prior year. This was the result of an increase in operating revenue of about \$300,000 due to a 5% rate increase in March 2017. In addition, expenditures were lower than the prior year by about \$300,000 due to decreased operating costs from chemicals and equipment repairs. Non-operating revenue is up about 4.7 million compared to the prior year. This increase is from increased capital project reimbursements from the City of San Diego and connection fees.

Wastewater Fund	Annual Budget	FY 2017/18 Actual	FY 2016/17 Actual
Operating Revenues	34,500,000	34,464,077	34,166,602
Operating Expenses	(24,758,390)	(24,101,153)	(24,412,291)
Operating Income	9,741,610	10,362,924	9,754,311
Nonoperating Rev (Exp)	(1,325,055)	5,951,331	1,273,209
Transfer to Capital Projects and Debt Srvc	(11,134,965)	(12,410,787)	(10,770,992)
Total Sources over Uses	(2,718,410)	3,903,468	256,528

FOR MORE INFORMATION

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



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: 10/24/2018
 Department: Finance
 Division: _____
 Project/Budget Manager: Joan Ryan 4338
 Name Extension
 Council Date (if applicable): 10/24/2018
 (attach copy of staff report)

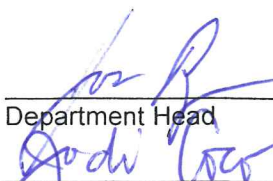
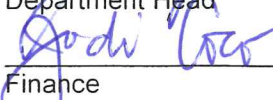
For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Transfer In - Building Maint	4999-650	430,000	
Transfer Out - General Fund	5999-001	430,000	
Transfer In - Workers' Comp	4999-690	500,000	
Transfer Out - General Fund	5999-001	500,000	
Transfer In - Building Maint Capital Project Fund	4999-651	938,000	
CCAE Deferred Maintenance Project	New-651	938,000	
Transfer Out - General Fund	4999-001	938,000	
Transfer In - Reidy Creek Golf Course	4999-553	36,000	
Transfer Out - General Fund	5999-001	36,000	
Software	5193-001-701	125,000	
Transfer In - Section 115 Irrevocable Trust	4999-795	1,000,000	
Transfer Out - General Fund	5999-001	1,000,000	

Explanation of Request:

Use of FY 2017/18 General Fund year-end surplus to be allocated as follows: Building Maintenance unanticipated costs, Workers' Compensation Reserve, CCAE deferred maintenance costs, Reidy Creek Golf Course operating loss, Time and Attendance software, and Section 115 Irrevocable Pension Trust.

APPROVALS

 Department Head	<u>10-18-18</u> Date	_____ City Manager	_____ Date
 Finance	<u>10/18/18</u> Date	_____ City Clerk	_____ Date



FUTURE CITY COUNCIL AGENDA ITEMS

Updated October 17, 2018

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

October 31, 2018
NO MEETING (5th Wednesday)

November 7, 2018
4:30 p.m.

CONSENT CALENDAR	
	<p>Bid Award for Traffic Signals at El Norte Parkway/Fig Street and East Valley Parkway/Date Street Project (J. Procopio)</p> <p><i>The project will install traffic signals at El Norte Parkway/Fig Street and East Valley Parkway/Date Street to improve the safety, efficiency, and increase mobility of both pedestrian, bicycle, and vehicular traffic at both the intersections. The project is funded through a Highway Safety Improvement Program grant (HSIP).</i></p>
PUBLIC HEARINGS	
	<p>Annual Code Clean Up and Amendments to the Municipal and Zoning Codes (B. Martin)</p> <p><i>The annual "omnibus" code clean up provides an efficient means to batch various code amendments together to address changes in state law, make the codes more readable, and/or to canonize interpretations so that the document is more user friendly for the public and City staff.</i></p>
CURRENT BUSINESS	
	<p>Bid Award for the 2018 Street Rehabilitation and Maintenance Project (J. Procopio)</p> <p><i>This project will complete both rehabilitation and maintenance work as part of the City's annual street maintenance and rehabilitation program. Work for this project involves replacement of curb, sidewalk, and pavement; installation of new pedestrian ramps; application of seal coats; street resurfacing; and striping of bike lanes to conform with the City's Bicycle Master Plan.</i></p>
	<p>2017-2018 City Council Action Plan Update (W. Wolfe)</p> <p><i>The City Council Action Plan represents the City Council's collective vision for Escondido's future, and the key activities that will be undertaken to achieve that vision. It is developed biennially following a workshop where key policy interests are identified and discussed by the City Council and City staff. This is the third update this year of the 20107-2018 Action Plan that was approved by the City Council in April 2017. A final review and recap is anticipated in mid-January 2019.</i></p>

November 7, 2018
Continued

CURRENT BUSINESS Continued

Resolution of Intention to Amend the Contract Between CalPERS and the City of Escondido for the Sworn Police/Safety Fire CalPERS Classic Members to Pay an Additional One Percent Towards the Employer's CalPERS Costs
(S. Bennett)

Agreed upon in both the POA/FFA contracts were for Classic CalPERS members to cost-share an additional 1% each year of the three year contracts. Per CalPERS policies, an amendment will need to be executed each year of the three year contracts. This is for the second additional 1% of cost-share. Ordinance No. 2018-19 will be scheduled for a second reading on the November 28, 2018 meeting.

FUTURE AGENDA ITEMS

Weekly Activity Report



October 18, 2018

FEATURED THIS WEEK

Aquaponics Innovation Center Opens in Escondido

On October 17, ECOLIFE Conservation, an NGO headquartered in Downtown Escondido, unveiled its new Aquaponics Innovation Center in rural North Escondido. The center produces organic lettuce, tomatoes and cucumbers using 90% less water than traditional “dirt” farming. In addition to providing a sustainable source of healthy produce to local non-profits, the Innovation Center also provides opportunities to educate school children and the greater community about the benefits of aquaponics. For more information, go to:

<https://www.ecolifeconservation.org/aquaponics-innovation-center-opening/>



Internationally Known Speaker Hosts Education Opportunity for Local Businesses

The evening of October 11, a group of approximately 40 Escondido business owners and community members gathered in the Mitchell Room at Escondido City Hall to hear an informative and entertaining presentation from Barbara Wold. Ms. Wold is an internationally known speaker and authority to the retail, consumer, tourism and hospitality industries who has taught in over twenty countries. The event was jointly hosted by the City of Escondido and the Escondido Downtown Business Association with the purpose of providing a practical

educational experience to Downtown Escondido merchants. The day after the seminar, Ms. Wold conducted one-on-one visits to five pre-selected merchants, providing in-depth assessments to help improve their businesses. More information about Barbara can be found on her LinkedIn page www.linkedin.com/in/barbarawold .



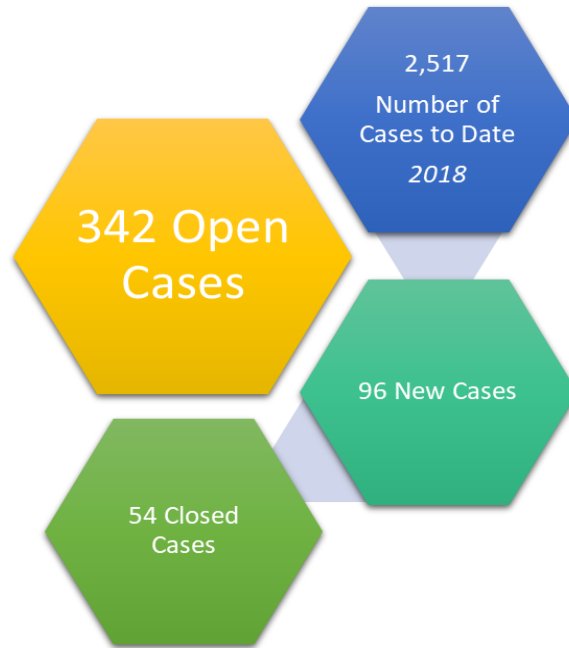
City Hall Landscape Improvements Continue

Last Saturday, October 13 work began improve the safety and sustainability of the landscape surrounding City Hall. 11 of the 14 trees surrounding the fountain were removed. These trees have created significant safety and maintenance issues as they have reached their life expectancy for the size of the area they were planted. The trees were dropping a large quantity of seed pods and their mature roots were damaging the surrounding concrete flatwork. Removal work will continue this weekend and replanting will begin in the weeks to follow. Smaller maturing, non-flowering trees and plants have been selected and will not pose the maintenance and safety issues experienced with the previous trees. Funding has been received from a state Housing-Related Parks Program grant to fully finance the project.

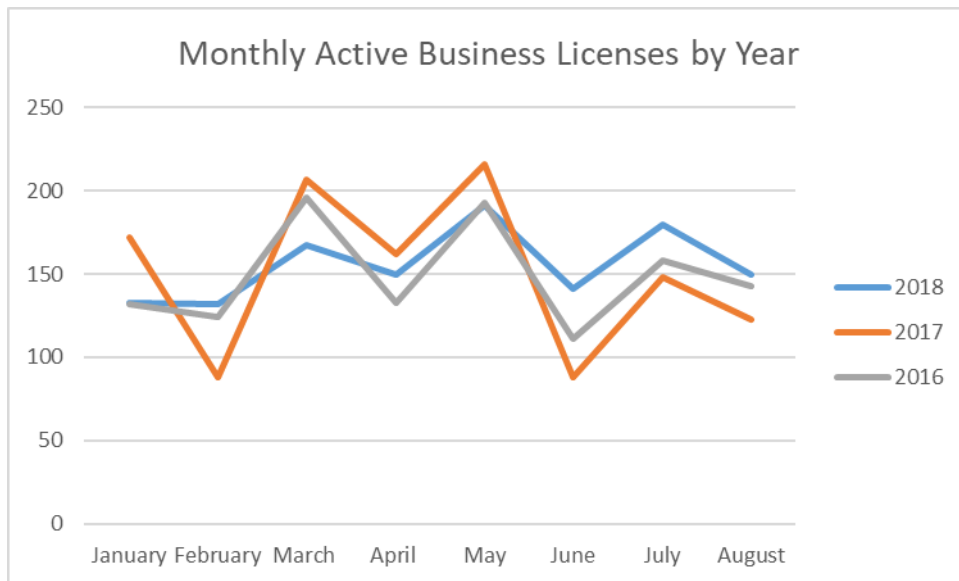


BY THE NUMBERS

Code Enforcement



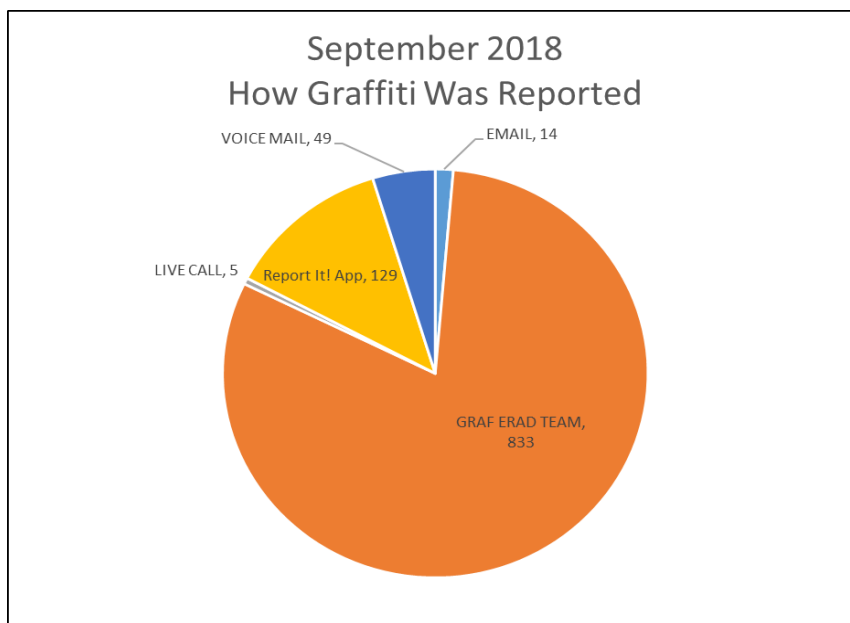
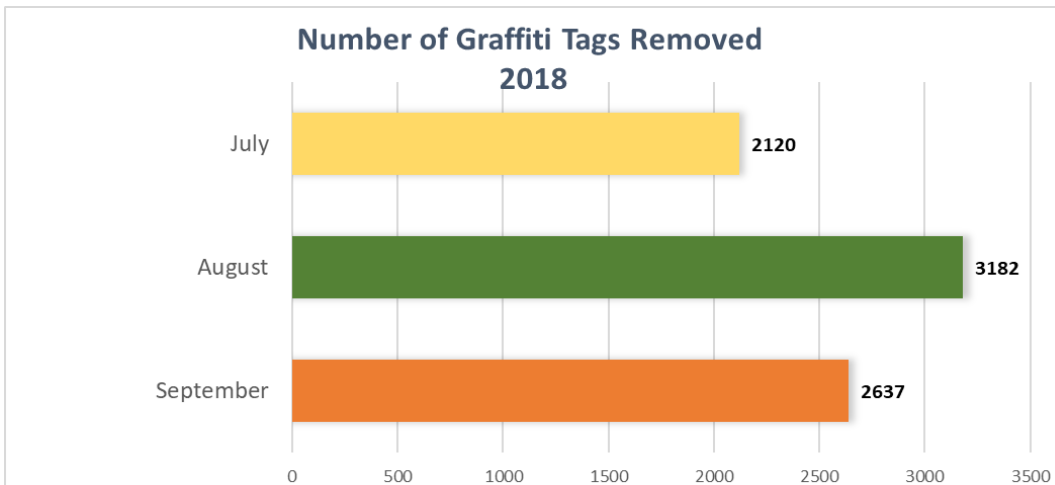
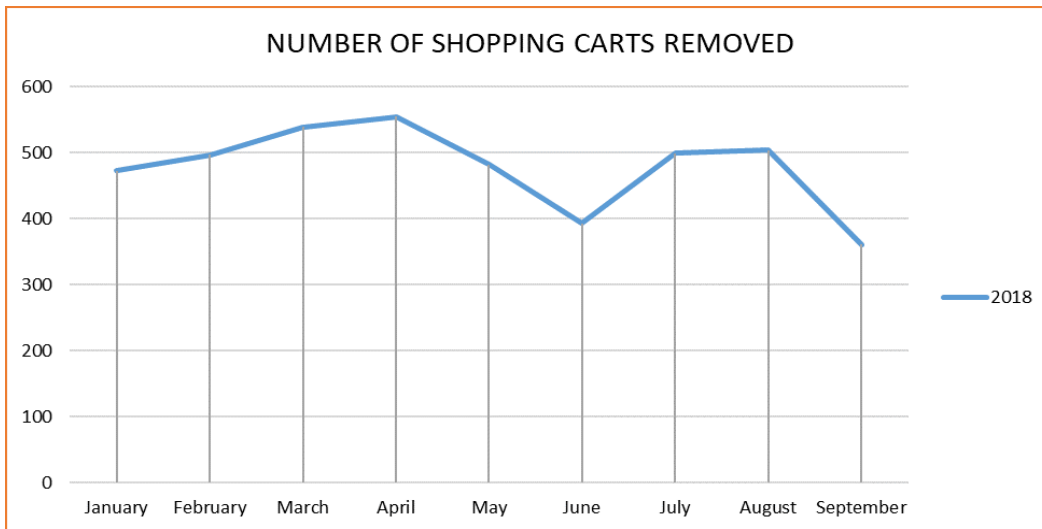
Business Licenses



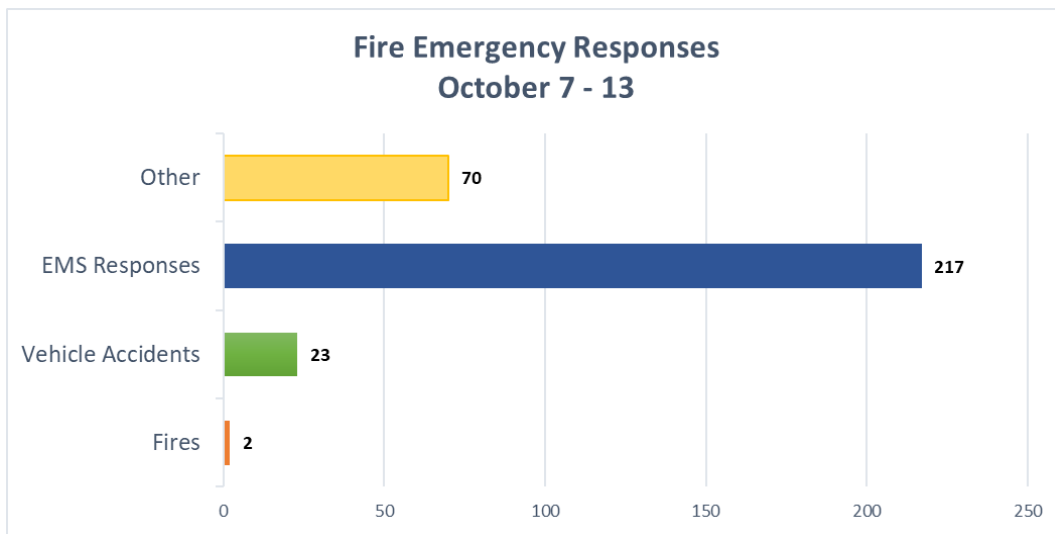
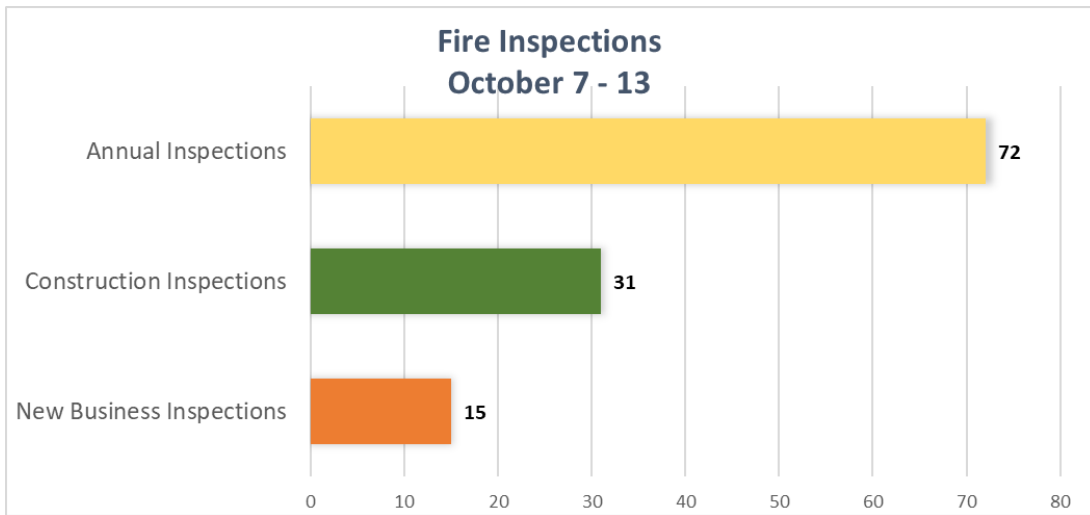
Graffiti Restitution

Collected This Week	Collected Year to Date
\$245	\$8,615.35

Public Works

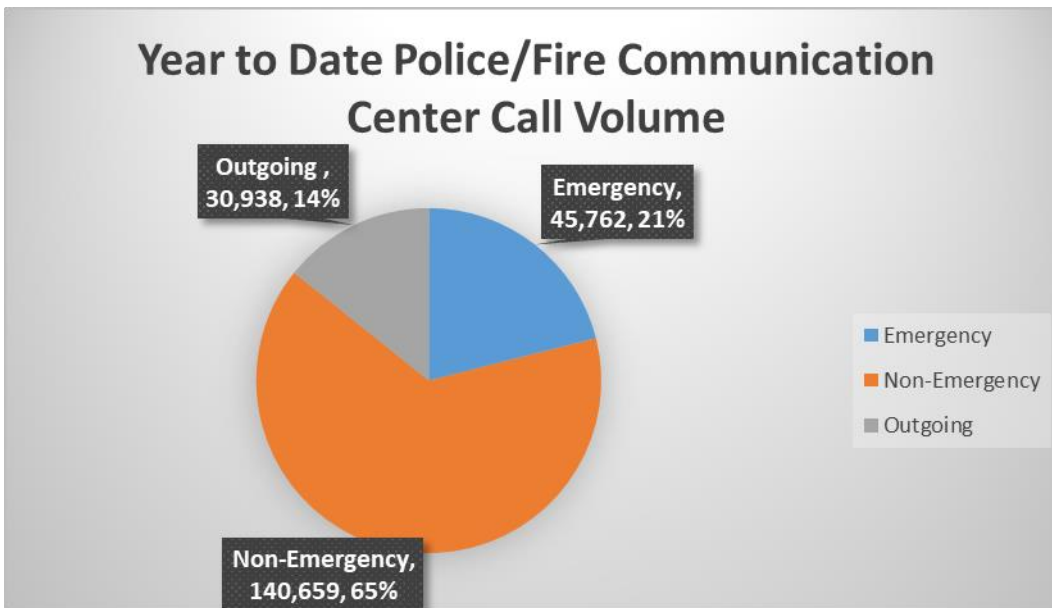
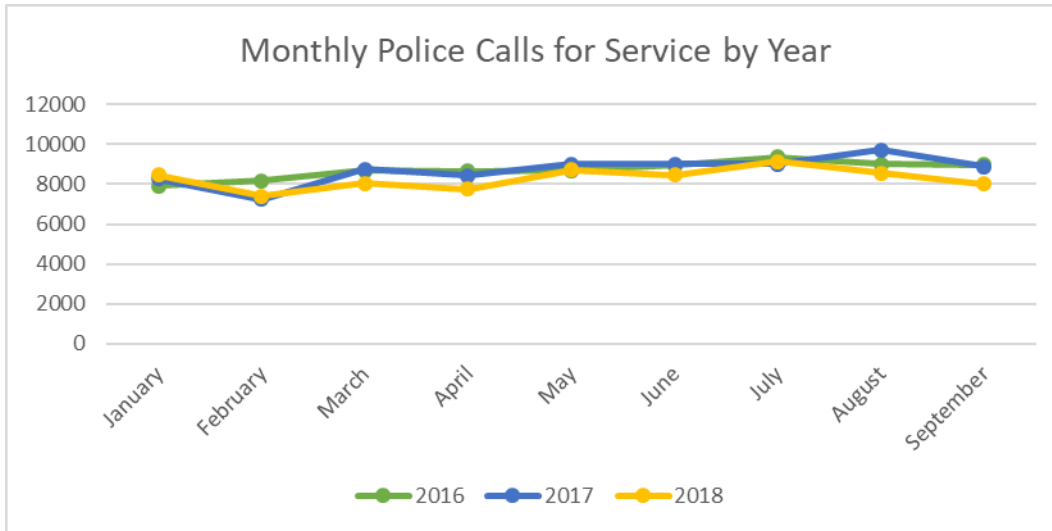


Fire:

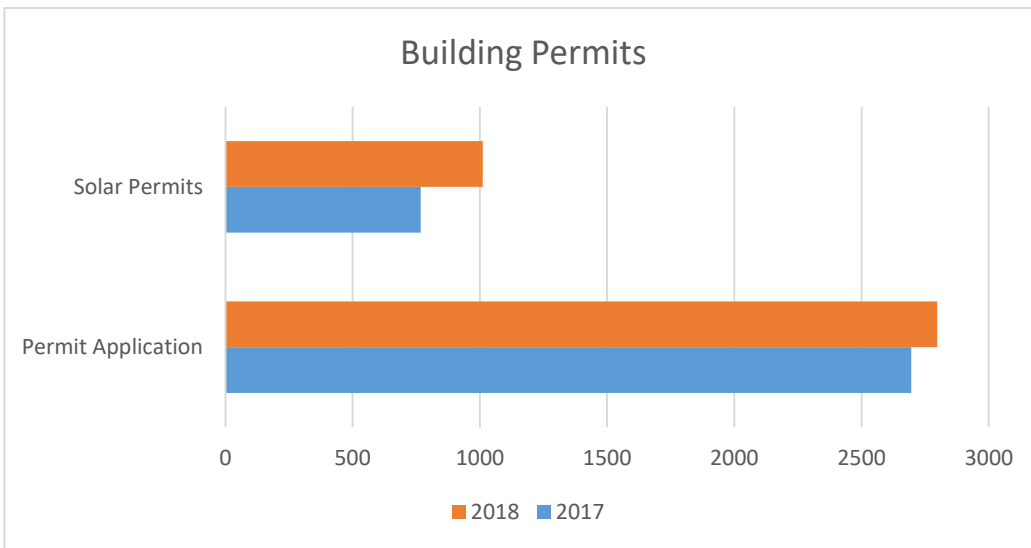
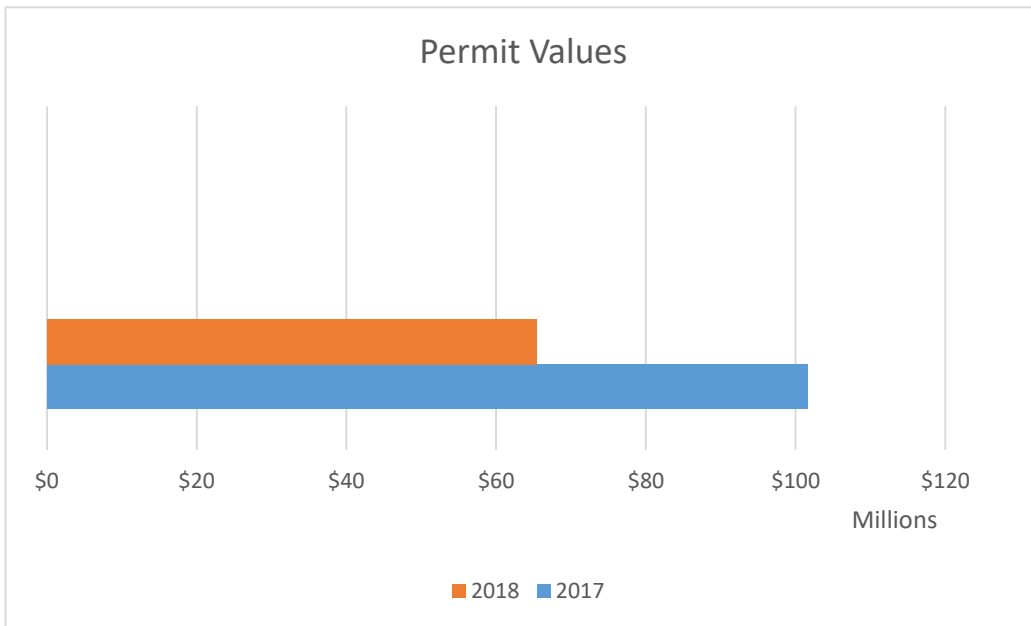


Total Emergency Responses (Year To Date)	12,439
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Police:



Building Division:



FIRE DEPARTMENT

- StachetoberFest 2018 will be held at Stone Brewery on October 22 from 5 p.m. to close. Tickets to the event, apparel, and donations can be made at <http://stachetoberfest.net/shop>.



- The Escondido Fire Department Prevention Division, the American Red Cross, The Burn Institute, and the Rincon Water District have partnered to provide and install free smoke alarms in homes that are in need. The Fire Prevention team had another successful Smoke Alarm install day at the Escondido Views Mobile Home Park on Tuesday, October 9. The team serviced 19 homes, installed 45 smoke alarms and replaced one smoke alarm battery.



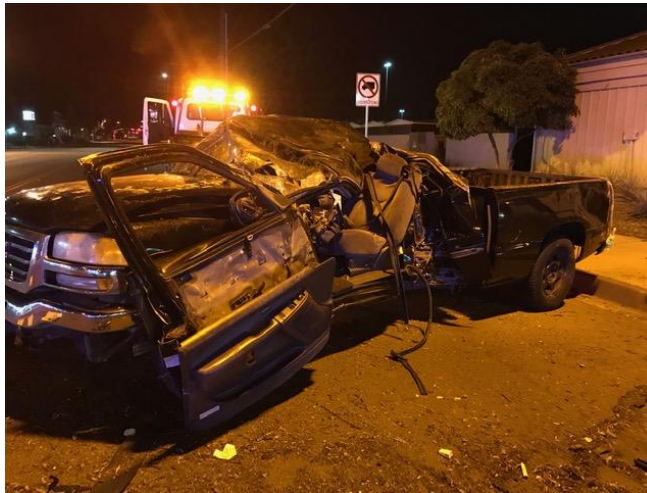
- On Wednesday, October 10, the Fire Prevention Division was recognized at the City Council meeting for Fire Prevention Week. A Proclamation was presented to staff and accepted by Sandra Bauer declaring the week of October 7, 2018 as “Fire Prevention Week” in the City of Escondido. The Mayor and Council was thanked for recognizing the importance of Fire Prevention and a small presentation was given by Sandra Bauer reminding the public of the importance of fire prevention not just during this week but all year round.

POLICE DEPARTMENT

Incidents:

Intoxicated Driver Narrowly Escapes Death

On October 8 at about 2:05 a.m., an officer on routine patrol heard the sound of a nearby traffic collision. Within seconds, the officer arrived at the intersection of Midway Dr. and E. Valley Pkwy. to find a black GMC truck with extensive damage. Upon further investigation it was determined that the truck had collided with a light post, a power pole, and a water riser before rolling over in the intersection. The adult male driver was the trucks sole occupant. He was transported to Palomar Medical Center for treatment of non-life-threatening injuries and charged with driving under the influence.



Keen Observation Leads to Arrests in North County Robberies

At around 8:30 a.m. on October 8, an officer on patrol noticed a white Honda Accord in the area of Grand Ave. and Fig St. Despite the efforts of the car's occupants to blend into traffic, the officer keenly observed that the license plate belonged on a different vehicle. The officer was also aware of a car of similar description being involved in four recent robberies in Escondido, Carlsbad, and Encinitas. As the officer followed the Honda, one male exited and quickly walked away. The Honda then fled the area at a high rate of speed. Officers lost sight of the Honda, however another officer found the car in the 2500 block of E. Valley Pkwy. Two males fled from the car and were apprehended after a short foot pursuit. They were identified as Cody Crippen (28-year-old resident of Julian) and Michael Reyna (31-year-old resident of Escondido). Crippen and Reyna were arrested on robbery charges. A short time later, a third male (the person who first fled from the car) was found outside of a local coffee shop, again failing at his attempt to blend in. He was identified as Fernando Carapia (23-year-old resident of Escondido). Carapia was arrested on a narcotics possession charge.

Police Officer Assaulted During Theft Investigation

On October 11 at about 1 p.m., an officer was investigating a petty theft case at a residence in the 1300 block of S. Juniper St. The officer located a female suspect in the case. The suspect became violent when the officer attempted to detain her. Her assaultive behavior included a failed attempt at putting the officer in a headlock. Jessica DeLaCruz (35-year-old resident of Escondido) was ultimately arrested. DeLaCruz was booked into the Vista Detention Facility on charges of petty theft and felony resisting an officer. The officer sustained minor injuries, but was able to immediately return to duty.

COPPS:

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 1 arrests
- 6 citations

Events:

This week Acting Sergeant Brandon Byler responded to the San Diego Children's Discovery Museum for a very important purpose; reading stories to our Escondido youth. The children were excited to spend time with a police officer. Additional officers will be taking time to read to children in our community in the weeks to come.



TIP OF THE WEEK:

The mangled remains of the above pictured GMC truck remind us of the consequences of driving while intoxicated. According to the California Office of Traffic Safety, over 1,000 people died in alcohol-impaired collisions in 2016 (Most current data available). Tragically, Escondido residents have died on our local roadways as the result of those who made the poor decision to drive under the influence of alcohol and/or drugs. The Escondido Police Department goes to great lengths to keep our roadways safe. Our efforts include DUI checkpoints and specially trained officers who patrol Escondido roadways for the specific purpose of stopping and arresting intoxicated drivers.

As the holiday season quickly approaches we wish to remind the community that driving intoxicated is never acceptable. Call a sober friend or family member. Call a cab. Use a ride sharing service like Uber or Lyft. But, whatever you do, do not drive intoxicated. We will find you and you will go to jail. It is just not worth it!

COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week.

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. A second grading plan check was submitted by the applicant on April 16, 2018, and the grading permit is ready to be issued once bonds are posted and fees paid. The Building Division provided the applicant a fee calculation for the development impact fees on July 11, 2018. Planning is awaiting information from the applicant that assures adequate parking is provided.
2. Escondido Research and Technology Center (ERTC) – East (Developer: James McCann) 2130 Citracado Parkway – Building plans for the first 71,656 SF medical office building in this approved medical complex area across from Palomar Hospital were submitted into plan check on October 9. A related 10-lot parcel map for office condominium units was recorded October 16.
3. Ritz Theater “The Grand” (Developer: New Venture Church) 301, 309 E. Grand Avenue – A proposed CUP to renovate the existing Ritz Theater and adjacent commercial building to provide for a variety of assembly uses including performing arts and religious services. A café, offices and classroom studios are also included. The application was submitted on May 17, 2018. The applicant submitted revised plans on July 3, 2018. The Historic Preservation Commission considered historic-related design issues on July 19, 2018, and provided direction to the applicant. Planning provided comments from all departments to the applicant on July 31, 2018. The applicant requested expedited processing through the Business Enhancement Zone regulations at a City Council Economic Development Subcommittee meeting on August 9, 2018. That request was granted and the application will now proceed directly to the City Council following CEQA clearance and resolution of the remaining issues. First draft environmental documents were submitted to Planning on September 13, 2018. Staff comments on the environmental documents were sent to the applicant the following week and a resubmittal was received on October 12, 2018.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. Esgil and Fire have approved the plans. Planning provided comments on the building plans on September 19, 2018. The final map was approved by City Council on September 19, 2018, and should record soon. The grading permit has been approved and the final improvement plan mylars have been signed.
2. Citracado Business Park (Developer: Dent Properties) 2207 Harmony Grove Road – A proposed specific plan for two industrial warehouse/office buildings (145,930 SF and 125,930

SF) with the buildings to be separated by the future extension of Citracado Parkway. The application was submitted on August 14, 2018. All departments have completed their initial review and comments were sent to the applicant on September 17, 2018. SDG&E has provided comments regarding the high voltage power lines that traverse the site. Engineering met with the traffic consultant last week to discuss Traffic Impact Analysis submitted for the project.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for engineering services on April 4, 2018. A project design kick-off meeting occurred on June 13, 2018. A Request for Qualifications to solicit a Design/Build firm was released the first week of September. A site walk with potential bidders was conducted the last week of September. Statements of Qualifications are due October 18, 2018, and the RFP is expected to be issued soon to a short-list of consultants.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information is being compiled by the City's biological consultants based on recent conversations with the agencies. The biological consultant and staff met on October 4, to discuss potential options.

Institutional

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on June 25, 2018. Draft environmental documents were submitted to Planning the second week of August and comments on those documents were returned to the applicant on August 29, 2018. The applicant and Planning staff discussed the comments on September 12, 2018, and revised environmental documents for public review are expected soon.

Residential

1. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to

prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

It is expected the responses to comments will generate related revisions to the project design. The applicant's engineer is currently working to incorporate those revisions into the proposed tentative map. The project engineer met with Utilities, Engineering and Planning on August 15, 2018 to discuss some of the proposed revisions. Revisions to the tentative map are expected to be submitted next week.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. Planning staff met with the applicant on June 27, 2018 to discuss remaining issues. The applicant has occasionally engaged in discussions with various departments since that time, but has declined a staff offer to schedule a comprehensive meeting with all city departments.
3. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City has agreed to review construction plans for the project while the lawsuit is pending. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. There have been three rounds of plan checks on the rough grading plans since the original submittal and a permit-ready letter for rough grading was issued on August 31, 2018 and revised on September 4, 2018. Landscape plans were submitted on June 5, 2018, and a second submittal was received on October 2, 2018. The applicant submitted the final map and other improvement plans on July 9, 2018. Additional comments on the improvement plans, utility location plans, storm drain plans and all technical studies were provided by Engineering on September 11, 2018. Country Club Lane street improvement plans were submitted for first plan check on October 9, 2018.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

5. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. LAFCO approved the annexation application on October 1, 2018. A first round of final engineering plans was submitted on May 24, 2018. Comments were returned to the applicant on July 5, 2018. The developer has indicated that a homebuilder will be taking over the project and new engineering plans and an application for a Precise Development Plan will be provided.
6. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. Fire is awaiting confirmation that Maple Street will support the weight of their apparatus. A Traffic Impact Analysis has been provided and Planning is awaiting submittal of the rest of the

environmental documentation for review. A meeting with the applicant occurred on September 12, 2018, to discuss remaining project issues. A purchase and sale agreement for the project site (Parking Lot 1) was approved by the City Council on September 19, 2018. Concerns regarding parking have been expressed; and the applicant has brought a parking consultant on board to review the issue.

7. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. An environmental initial study and Draft Mitigated Negative Declaration (MND) were submitted for review on June 11, 2018. Comments on the MND were sent to the applicant and consultant on July 30, 2018. Planning met with the applicant and consultant to discuss the comments on August 9, 2018. A meeting with the applicant occurred on September 12, 2018, to discuss remaining project issues.
8. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. Several follow-up meetings with staff were held to discuss issues regarding the project design and revised plans were submitted in early April, and most recently on August 10, 2018. Outstanding issues include guest parking, drainage, additional fire hydrant and an ambulance turnaround. A meeting with the applicant to discuss these issues took place on October 11, 2018.
9. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St.– The five-story affordable senior housing apartment project was submitted on November 21, 2017. Four meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on July 12, 2018. Utilities conducted a fire flow test at the site on June 26, 2018. A constraints map to identify fire access routes, location of existing utilities and potential building area has been approved by staff and will allow the applicant to commence with redesign efforts.
10. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues. Significant fire-related issues to be addressed include the steepness of the project entry road, secondary emergency access and Fire Department response times. A meeting with the applicant to discuss these issues occurred on October 11, 2018.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

11. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a vacation of approximately one acre of public right-of-way for use in the project. The project application was received on June 15, 2018. Comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A follow-up meeting with the applicant to discuss the comments occurred on July 31, 2018. Engineering has indicated that a specific alignment plan will be required to address the street radius on Nutmeg along the project frontage. Fire has identified some access issues that need to be addressed as well. Based on a preliminary environmental study of the project, it has been determined that an Environmental Impact Report will be prepared to support the project. A Notice of Preparation was sent out on August 29, 2018, and closed on October 1, 2018. A Scoping Meeting occurred on September 6, 2018. The applicant submitted revised plans and studies on October 16, 2018.
12. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – This planned residential development project was originally approved by the City Council in March of 2015, and a three-year extension of time was recently granted. The original developer, New Urban West, has secured permits from CDFW, ACOE and RWQCB. Grading, drainage and storm water management plans were submitted for first plan check on July 25, 2018. The new builder (KB Homes) has filed a modification to the Precise Development Plan to revise the architecture and reduce the size of the homes. The Zoning Administrator will hold a hearing to consider that Precise Development Plan on October 25, 2018. Fire and Engineering issued comments on the rough grading plan on September 4, 2018, and a resubmittal is expected soon.
13. Mercado 3-Story Mixed Use Building (Developer: Curtis Lively) 5 residences and 2 commercial suites on 0.14-acre at 510 W. 2nd Avenue – A Plot Plan for five two-story residential units on top of 2,375 SF of commercial floor area and a parking garage was submitted July 13, 2018. Staff review comments were provided to the applicant who then submitted revised plans. A water main extension north from Third Avenue will be required to serve the project. Additional Planning and Engineering comments were sent to the applicant on September 27, 2018.
14. 555 West Grand Mixed-Use Building (Developer: Ed McCoy) 32 condo units in three floors over a parking garage – This 32-unit mixed-use development with 610 SF of office/flex space was submitted as a planned development application on August 27, 2018. The project is seeking a reduction in parking and open space standards. Initial multi-department comments were sent to the applicant on September 26, 2018. The applicant met with Fire, Engineering, Planning and Utilities staff on October 16, 2018 to discuss the staff comments.
15. Accessory Dwelling Units – Planning staff is currently working on six applications for accessory dwelling units. 20 accessory dwelling units have been approved so far this year. Three accessory dwelling units were approved last year.

Building Division:

1. The Building Division issued 126 permits (including 54 solar photovoltaic) with a total valuation of \$264,609.
2. Our building inspectors responded to 259 inspection requests and 163 customers visited the Building counter during the week.
3. *No Change from the previous.* The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. Building inspected the gas lines on September 13, 2018. Cabinetry installation is ongoing.
4. *No Change from the previous.* The Westminster Seminary at 1725 Bear Valley Pkwy so far has received final inspection approval for all buildings except for Buildings B and H.
5. *No Change from the previous.* The Emmanuel Faith Church at 639 E 17th Ave is preparing for final inspection. A 30-day Temporary Certificate of Occupancy has been issued.
6. *No Change from the previous.* Electrical panels have been inspected and released at the Veterans Village project at 1540 S Escondido Blvd.
7. *No Change from the previous.* Centre City Shopping Center (Centre City Parkway/Mission Avenue) - Drywall installation has been inspected and approved for the new carwash business in the southernmost building. Interior tenant improvement permits were issued and underground plumbing has been inspected for the new Yoshinoya restaurant in the center building. Interior tenant improvement permits were issued for the new Habit Burger and Stanton Optical in the northern building. Habit Burger has received drywall approval for the ceiling. Stanton Optical has partial drywall approval.
8. *No Change from the previous.* The Latitude 2 apartment project at 650 Center City Pkwy is currently going through inspections on all buildings for rough framing, drywall and exterior lath. The buildings are in various stages of receiving exterior stucco. Cabinets are being set at Buildings 1 and 2. A Certificate of Occupancy for the first building is expected in November.
9. *No Change from the previous.* The new two story church sanctuary building at 1864 N. Broadway has completed the slab, roof sheathing and exterior lath.
10. *No Change from the previous.* The 212,000 SF industrial shell building at 2005 Harmony Grove has received final inspection approval from Building. Engineering approval is pending for issuance of the Certificate of Occupancy.
11. The new 63-unit condominium project, Citron, at 2516 S Escondido Blvd has received floor sheathing approval for Buildings 4, 5 and 10 and, roof sheathing for Buildings 9 and 10, rough framing for Building 3, drywall approval for Building 2 and final Fire approval for Building 1.

12. *No Change from the previous.* The new 105 room hotel at 200 La Terraza received approval for first floor ceiling drywall.
13. The four-story, 102,774 sf storage building at 222 W Mission Ave has received rough framing approval for the third floor.
14. *No Change from the previous.* The new five-story storage building at 852 Metcalf St has received slab inspection approval.
15. *No Change from the previous.* The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has received underground plumbing inspection and partial foundation inspection.
16. Plans were submitted for a new 71,656 square foot medical office building at 2130 Citracado Parkway.

ENGINEERING DEPARTMENT

Capital Improvements

1. Valley Parkway/Valley Center Road Widening Project: Calendar Day 320 - Due to salinity levels in the existing soils, the contractor needs to apply up to 3" of water on the landscape surfaces in order to reduce the salinity to acceptable levels. Last week's rain event provided 1" of free water to the soil area, the remaining 2" will be applied during this week's ongoing operation. Previous soil samples taken have not yet met the specifications which would allow planting to begin. Valley Center Road / Valley Parkway intersection along with Lake Wohlford Road received the final pavement cap this past Thursday during a night operation. 422 tons of asphalt was placed during the 11 - hour operation. The signal contractor completed the installation of the signal pole on the South West corner of Beven Drive/Valley Parkway intersection this past Thursday during an 9-hour operation. The 4 ornamental street lights along Valley Parkway between Beven Drive and Lake Wohlford Road were rescheduled to Monday of this week. The guard rail installation is being delayed until additional installation details are resolved. During last Thursday nights operation for the application of new roadway striping, equipment required to remove conflicting striping failed to operate. The contractor was required to remobilize his staff during a Sunday operation to complete the remaining striping and new traffic signage along the project limits. With the completion of all roadway pavement and traffic markings, the new U - turn movement at East Valley Parkway/ Lake Wohlford Road has been put in operation. This will allow for North bound travelers on Valley Parkway to U - turn at lake Wohlford Road intersection.
2. Transit Center Pedestrian Bridge Project - Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design. City is seeking final Permit from the Army Corps. Negotiations of drainage/wall easements and TCEs with property owners are still underway. Negotiation with NCTD for a MOU is ongoing.

3. Missing Link Project - The new bike striping and green bike path bollards improvement will be installed along Broadway, south from the Pennsylvania intersection and along Valley Parkway on Wednesday and Thursday of this week. The green bollards measure 10" wide at the base and stand 30" tall. These permanent bollards will replace the temporary white delineators that have been in place for the past 60 days. The pedestrian bridge abutment is scheduled to begin this Wednesday along the flood control channel.
4. Public Service Agreement - Maintenance Yard Groundwater Monitoring Well Destruction
The City has solicited bids for the destruction of 14 groundwater monitoring wells located within the Public Works Maintenance Yard. The apparent low bid was \$33,680.00 for the project. The project will be scheduled for November 26, 2018.

Private Development

1. Centre City Shopping Center - Construction of the offsite median island at the North East corner of Centre City Parkway and Mission Avenue has been completed. The existing island is being reduced in size to accommodate the 3rd North bound travel lane along Centre City Parkway. During reconstruction a SDG&E vault was discovered which required service crews to lower the manhole assembly. This work was completed on Tuesday of this week. The signal pole conflict has been resolved, the remaining sidewalk and handicap ramps will be installed this Friday. The project is located at 425 W. Mission Avenue.
2. Tract 932 - Canyon Grove Shea Homes Community - *No changes from that reported last week.* Paving will begin for Vista Avenue and Vista Verde Road this week.
3. Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway - Reconstruction of the Centre City Parkway / Washington Avenue intersection improvements are continuing this week with the construction of the new roadway improvements along Centre City Parkway. The work includes construction of 22 feet of new roadway. When completed, the project will have created 3 North bound travel lanes, a bike lane and access / egress driveway to the new community along the Centre City frontage. The curb and gutter formed along Centre City Parkway and Washington Avenue is being scheduled for completion.
4. Exeter Industrial Park - The remaining roadway improvements along Harmony Grove Road will be completed this Saturday, 4 weeks ahead of their previous schedule. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.
5. Citron Project - *No change from that reported last week.* Offsite public improvements along Cranston Avenue started with the installation of the concrete curb and gutter. This is a 65-unit condo project located at 2516 S. Escondido Boulevard.
6. Gateway Project - *No changes from that reported last week.* The contractor has completed the construction of offsite utility trenches along Grand Avenue. The contractor is working on water lines along Valley Parkway. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.
7. Emmanuel Faith Church - A preconstruction meeting is being held on Wednesday of this week with the striping contractor to discuss lay out and installation of the new

striping/signage elements. The telephone interconnect has been completed which was the last construction item delaying the signal activation. A signal activation date will be determined once the developer coordinates his signal contractor and related subcontractors.

8. Lincoln Rock Apartments -*No changes from that reported last week.* The construction of the retaining wall along the freeway frontage has been completed. The wall is a design element for the construction of the bio retention basin. Testing of the new water line has started this week. The project is located at the Southwest corner of Rock Springs Road and Lincoln Avenue.
9. KB Homes - The installation of a revised storm drain along Vista Avenue is being completed this week. The construction of the new street light foundation at the intersection of Vista Avenue / Bienvenido was completed. The new pole installation has been delayed. The developer is continuing with the development of all remaining houses within the project.
10. Veterans Village - The construction of offsite improvements along 15th Avenue has begun this week. The first order of work is the roadway structure under the new concrete improvements. Due to high moisture content the existing soils are being removed to a depth of 24" and replaced with structure fill material.

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