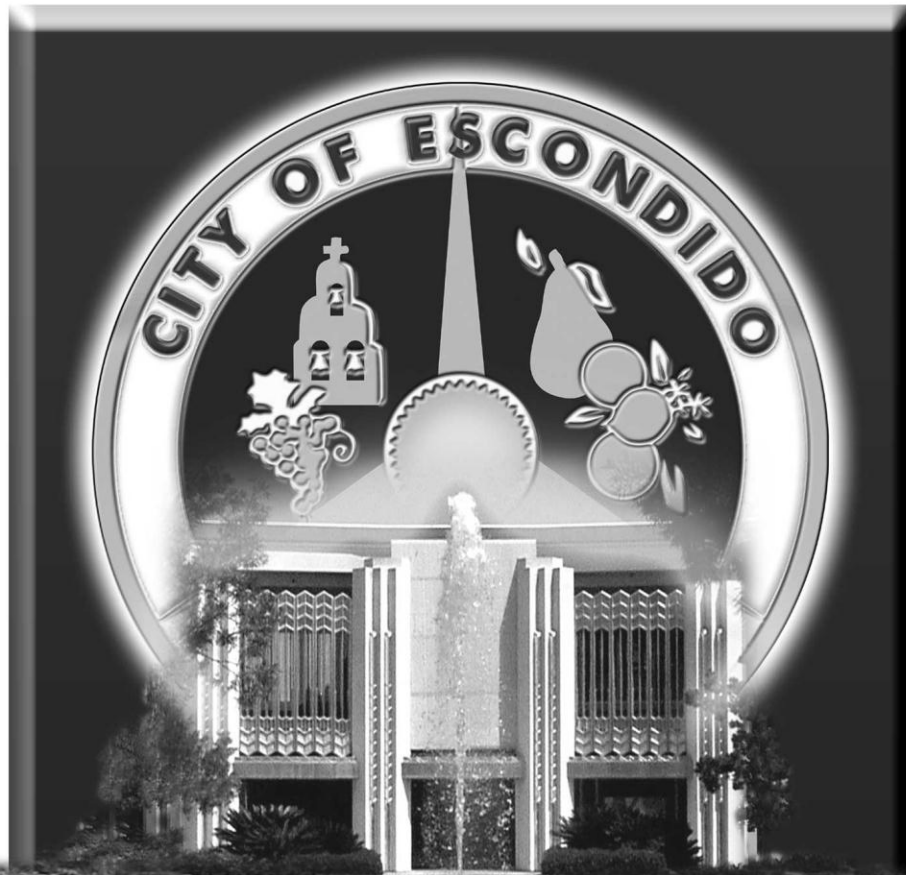




Council Meeting Agenda

December 19, 2012

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	Olga Diaz
COUNCIL MEMBERS	Ed Gallo John Masson Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	Ed Domingue

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

**December 19, 2012
3:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

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

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.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- a.** Property: 2120 Harmony Grove Road
- Agency Negotiators: Charles Grimm, Assistant City Manager
- Negotiating parties: SR Commercial
- Under negotiation: Price and terms of payment

ADJOURNMENT

A black and white photograph of the Escondido City Council Building, a large, ornate structure with a central dome and multiple arched windows. An American flag flies on a tall pole in front of the building. The scene is set in a landscaped area with trees and a paved walkway.

Council Meeting Agenda

**December 19, 2012
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

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. (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.*

COUNCIL MEMBERS' REPORTS/BRIEFING

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: Special Meeting of December 5, 2012**
4. **AMGEN TOUR OF CALIFORNIA CITY PARTICIPATION AGREEMENT** – Request Council authorize the Mayor to enter into an agreement with AEG Cycling, LLC to serve as the overall start host City for the 2013 Amgen Tour of California; and approve a budget adjustment in the amount of \$100,000 from the General Fund Reserve Balance to provide seed funding for initial expenses.

Staff Recommendation: Approval **(City Manager's Office: Joyce Masterson)**

RESOLUTION NO. 2012-188

5. **OLDER ADULT SERVICES BUDGET ADJUSTMENT** – Request Council approve a transfer of \$3,252 from the Joslyn Trust to the general fund for the purchase and installation of mirrors in room #3 at the Park Avenue Community Center; and authorize the City Manager and Director of Finance to make the necessary adjustments to the Older Adult Services Budget.

Staff Recommendation: Approval **(Community Services: Jerry Van Leeuwen)**

6. **CALIFORNIA STATE LIBRARY - LIBRARY SERVICES TECHNOLOGY ACT FISCAL YEAR 2012/2013 EUREKA LEADERSHIP GRANT** – Request Council approve a \$5,000 grant from the California State Library.

Staff Recommendation: Approval **(Community Services/Library: Jerry Van Leeuwen)**

7. **CONSULTING AGREEMENT WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR CONCEPTUAL DESIGN OF THE LIBRARY AND TECHNOLOGY CENTER PLAN --** Request Council approve a consulting agreement with Group 4 Architecture, Research + Planning, Inc. in the amount of \$161,135 for the conceptual design for the Phase I expansion of the Escondido Public Library.

Staff Recommendation: Approval **(Community Services/Library: Jerry Van Leeuwen)**

RESOLUTION NO. 2012-190

8. **CONSULTING AGREEMENT WITH J.P. WITHEROW ROOFING PROJECT FOR LIBRARY "LIFT & RESET" TILE ROOF PROJECT** – Request Council approve a contract agreement with J.P. Witherow Roofing Company in the amount of \$124,348, plus a 5% contingency (\$6,200), for a total of \$130,548 for the Library "Lift & Reset" Tile Roof Project at the Escondido Pubic Library and Technology Center.

Staff Recommendation: Approval **(Community Services/Library: Jerry Van Leeuwen)**

RESOLUTION NO. 2012-189

CONSENT CALENDAR CONTINUED

9. **2013 CECO GRANT APPLICATION AUTHORIZATION** – Request Council authorize the Community Services Department to complete applications to the San Diego County Employees' Charitable Organization for capital items at the Escondido Senior Center and the East Valley Community Center; and if awarded, authorize the Interim Assistant Director of Community Services to accept the grant funds, complete grant documents on behalf of the City and approve necessary budget adjustments.

Staff Recommendation: Approval (**Community Services: Jerry Van Leeuwen**)

10. **AUTHORITY TO APPLY FOR RECREATIONAL TRAILS PROGRAM GRANTS** – Request Council authorize the Director of Engineering Services to complete two applications to the State of California Department of Parks and Recreation for Recreational Trails Program funds to complete the Escondido Creek Bike Trail between Beven Drive and East Valley Parkway and to complete trail rehabilitation at Dixon Lake and Daley Ranch; and if awarded, authorize the Director of Engineering Services to accept the grant funds and complete grant documents on behalf of the City and process necessary budget adjustments.

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2012-192

11. **REORGANIZATION OF CITY SERVICES – COMMUNITY DEVELOPMENT, COMMUNITY SERVICES AND PUBLIC WORKS** – Request Council approve an operating budget adjustment to support the reorganization of city services.

Staff Recommendation: Approval (**City Manager: Clay Phillips**)

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.)

12. **REVISIONS TO SECTION 23 (STREETS AND SIDEWALKS), ARTICLE 5 (PUBLIC IMPROVEMENT CONSTRUCTION, PUBLIC DEDICATION AND MAPPED STREETS) OF THE ESCONDIDO MUNICIPAL CODE** – Approved on December 12 with a Vote of 4/0

ORDINANCE NO. 2012-21 (Adoption and Second Reading)

CURRENT BUSINESS

- 13. REVIEW AND UPDATE OF CURRENT COUNCIL SUBCOMMITTEE MEMBER ASSIGNMENTS** – Request Council make determinations and ratify members to serve on the Council/Mayoral appointed subcommittees.

Staff Recommendation: None (**Mayor Sam Abed**)

FUTURE AGENDA

- 14. FUTURE AGENDA ITEMS** - The purpose of this item is to identify issues presently known to staff or which members of the 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**)

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
December 26	No Meeting	-	-	-
January 2	No Meeting	-	-	-
January 9	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers
January 16	Wednesday	3:30 & 4:30pm	Council Meeting	Council Chambers
January 23	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.

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 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-Thursday 7:30 a.m. to 5:30 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

**CITY OF ESCONIDO
DECEMBER 5, 2012
7:00 p.m. Special Meeting Minutes
ESCONDIDO CITY COUNCIL**

CALL TO ORDER

The Special Meeting of the Escondido City Council was called to order at 7:00 p.m. on Wednesday, December 5, 2012 in the Council Chambers at City Hall with Mayor Abed presiding.

FLAG SALUTE

Eagle Patrol Troop #649 led the flag salute.

NATIONAL ANTHEM

Officer Beverly Holtz sang the National Anthem.

INVOCATION

Richard Bridgman gave the invocation.

ROLL CALL

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Engineering Services Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

1. **CERTIFICATION OF NOVEMBER 2012 ELECTION RESULTS** – Request City Council adopt a Resolution certifying the November 6, 2012 City of Escondido General Municipal Election and declaring the results thereof.

Staff Recommendation: Approval (**City Clerk: Diane Halverson**)

RESOLUTION NO. 2012-187

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz that the Certification of the November 6, 2012 City of Escondido General Municipal election be approved and adopt Resolution No. 2012-187. Motion carried unanimously.

INSTALLATION CEREMONIES

2. **INSTALLATION OF OFFICERS: The Honorable Judge Richard E. Mills**

- Olga Diaz, Councilmember
- Michael Morasco, Councilmember
- Kenneth C. Hugins, Treasurer

The Honorable Judge Richard E. Mills administered the Oath of Office to the newly elected Councilmembers, Olga Diaz and Michael Morasco and Treasurer, Kenneth C. Hugins. (File No. 0650-40)

3. **COMMENTS FROM NEWLY ELECTED OFFICERS**

CURRENT BUSINESS

4. **APPOINTMENT OF DEPUTY MAYOR**

Staff Recommendation: None

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to appoint Councilmember Diaz as Deputy Mayor. Motion carried unanimously.

5. **SELECTION PROCESS AND APPOINTMENT TO FILL VACANT CITY COUNCIL SEAT** – Discussion on options, process, and timing as well as possible appointment of an individual to fill the vacancy on the City Council

Staff Recommendation: Recommend same process as used in 2010 (**City Attorney: Jeffrey Epp and City Clerk: Diane Halverson**)

Demetrio Gomez, Escondido, asked for time to get to know the Council applicants.

Louise Reed, Escondido, urged Council to appoint Don Greene to Councilmember Waldron's vacant seat.

Dale Anderson, Escondido, strongly recommended that Don Greene be appointed to the vacant Council seat.

Luz Villafana, Escondido, asked for community input on the Council appointee.

Consuelo Martinez, Escondido, urged Council to have a Special Election to fill the vacant seat.

Yazmin Perez, Escondido, requested community input for appointing a Council member.

Rosa Romero, Escondido, asked Council to let the community choose who should fill the vacant seat.

Joanne Tenney, Escondido, voiced concern with the appointment process.

Noemi Jarquin, Escondido, asked to get to know the Council applicants better.

Patricia Borchmann, Escondido, urged Council not to rush into the appointment and to consider community input before making a decision.

Pat Mues, Escondido, expressed concern that the Council applicants did not have to fill out Conflict of Interest form.

Tom Cowan, Escondido, urged Council to appoint Don Greene to the vacant Council seat.

Rosa Lopez, Escondido, asked Council to wait 60 days before appointing someone to the vacant Council seat.

Luz Olivares, Escondido, indicated she wanted to get to know the Council applicants and urged Council to wait 60 days before making the appointment.

Kimber Allison, Escondido, asked Council to appoint someone to the vacant seat that the community had chosen.

Danny Perez, Escondido, stated he would work to change the community.

Chris Nava, Escondido, expressed concern with the appointment process.

Margaret Liles, Escondido, urged Council to appoint Don Greene to the vacant Council seat.

Rick Moore, Escondido, asked Council to get community input on the appointment to the vacant Council seat.

Mario Jimenez, Escondido, requested the applicant information be available to the public.

This item will be discussed at the December 12, 2012 meeting. However, it was agreed that the candidates would be invited to give a brief presentation on why they should be considered for the appointment.

ORAL COMMUNICATIONS

None

ADJOURNMENT AND RECEPTION

Mayor Abed adjourned the meeting at 8:27 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Masterson, Assistant to the City Manager

SUBJECT: AMGEN Tour of California City Participation Agreement

RECOMMENDATION:

It is requested that the City Council authorize the Mayor to enter into an agreement with AEG Cycling, LLC to serve as the Overall Start City for the 2013 Amgen Tour of California and approve Resolution No. 2012-188 authorizing a budget adjustment in the amount of \$100,000 from the General Fund Reserve Balance to provide seed funding for initial expenses.

FISCAL ANALYSIS:

The City has committed to providing certain city services and expenses estimated in the amount of approximately \$475,000. It is the City's intention to solicit sponsorships to cover those expenses. However, funding is needed to cover initial expenses, such as promotional and fundraising materials prior to obtaining sponsorships. Funding is available in the General Fund Reserve Balance, which currently is \$21,800,975. These expenses will be reimbursed by sponsorships.

PREVIOUS ACTION:

On August 8, 2012, the City Council authorized Staff to submit a proposal to be the Overall Start City of the 2013 Amgen Tour of California.

BACKGROUND:

The AMGEN Tour of California is an international, world-class cycling road race that features the top elite professional teams and athletes from more than 24 countries. Over the past seven years it has become one of cycling's most important and prestigious annual stage races in the world. Escondido has been selected as the Overall Start City for the 2013 event which will take place over an eight-day period from May 12 – 19, 2013.

Each host city is required to sign a City Participation Agreement providing the Tour with certain expenses, city services and other obligations to ensure its success (See Attachment 1).



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 12/12/12
Department: City Manager's Office
Division: _____
Project/Budget Manager: Joyce Masterson 4621
Name Extension
Council Date (if applicable): December 12, 2012
(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
Amgen 2013	229-Project	\$100,000	
General Fund Reserve	3007-001		\$100,000
Transfer In	4999-229	\$100,000	
Transfer Out	5999-001	\$100,000	

Explanation of Request:

To provide funds for developing marketing materials and fund raising items related to hosting the overall start of the Amgen Tour of California in May 2013

APPROVALS

Department Head _____ Date _____
Jodi Conkle 12/14/12
Finance _____ Date _____

City Manager _____ Date _____
City Clerk _____ Date _____

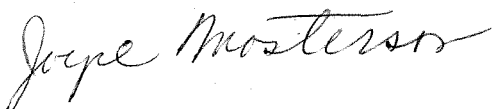
Distribution (after approval):

Original: Finance

AMGEN Tour of California Participation Agreement
December 19, 2012
Page 2

The City is soliciting sponsors to cover event expenses which are estimated to cost approximately \$475,000. However, seed money is needed immediately to begin developing marketing materials and fund raising items. These expenses will be reimbursed by sponsorships.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joyce Masterson".

Joyce Masterson
Assistant to the City Manager

AMGEN TOUR OF CALIFORNIA
CITY PARTICIPATION AGREEMENT

(Overall Start City: City of Escondido)

This **Amgen Tour of California City Participation Agreement** (hereinafter referred to as the "Agreement") is entered into as of this 26th day of October, 2012, by and between AEG Cycling, LLC, a Delaware limited liability company ("AEG Cycling"), and the City of Escondido, a municipal corporation organized under the laws of the State of California ("City"). (AEG Cycling and City are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".)

RECITALS:

WHEREAS, AEG Cycling owns the Amgen Tour of California, a multi-stage cycling race across the State of California (the "Tour");

WHEREAS, in connection with its ownership of the Tour, AEG Cycling has rights to certain marks, logos, and other distinctive indicia of the Tour;

WHEREAS, AEG Cycling has contracted Medalist Sports ("Medalist") to assist with presenting, organizing and coordinating the Tour and developing its route and to utilize the Tour Marks (as hereinafter offered) in connection therewith;

WHEREAS, City wishes to acquire the rights and benefits of hosting the Host Stage (as that term is defined herein) and to undertake all of the obligations related to such hosting, all under the terms and conditions of this Agreement; and

WHEREAS, AEG Cycling wishes to grant such rights to the City under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Designation of Host and Location of Host Stage City. AEG Cycling licenses to City (the "Host") the right to host an Overall Start City (the "Host Stage") for the Tour to be held in May, 2013. The 2013 Tour is scheduled to be held from May 12 through May 19, 2013 and the Host Stage is scheduled to be held on May 12, 2013. Host accepts such license and agrees to exercise such license to host the Host Stage and to undertake and perform the Host Obligations, as defined hereinafter and as set forth more specifically in Section 4 of this Agreement. The Host Stage shall be held at a location in City which

shall be subject to the prior review and approval of AEG Cycling and Medalist Sports (the "Host Stage Location").

2. **Term.** The term of this Agreement shall begin as of the date first set forth above (the "Effective Date") and, unless earlier terminated in accordance with the terms set forth herein, shall continue through and including June 30, 2013 (the "Term").

3. **CITY.** City shall be subject to the following requirements:

a. **General.** At all times during the Term of this Agreement, City will not discriminate in any way on the basis of age, sex, race, national origin, handicap, religion or any other characteristic protected by law, in the conduct of its activities.

b. **Structure.** City will be led by one or more chairperson(s) who will be primarily responsible for performance of City's obligations under this Agreement. Such chairperson(s) shall ensure that the City's representatives relating to Tour include individuals with experience in the following areas and whose responsibilities could be as follows for the Host Stage in City (Cities have option to have one individual handle more than one responsibility):

Chairperson (Tour Director Point of Contact)
Technical Director
Operations Director
Media/Public Relations Director
Marketing Director
Sales/Sponsorship Director
Volunteer Director
VIP/Hospitality Director
Ceremony Coordinator
Lifestyle Festival Liaison
School/Community Involvement/Ancillary Events Director
Breakaway from Cancer Director

4. **Host Obligations.** In consideration of the license granted by AEG Cycling to host the Host Stage as set forth in Section 1 and the Host Benefits as set forth in Section 5 of this Agreement and in addition to those other obligations set forth in this Agreement, Host agrees to undertake and perform the following obligations (collectively, the "Host Obligations"):

a. **Implementation in Accordance with Planning Manual.** Host shall provide assistance in accordance with the 2013 Planning Manual for the Tour to be furnished by AEG Cycling or Medalist to Host within a reasonable period of time following the execution of this Agreement.

b. **Publicity and Promotion.** Host shall use its best efforts to publicize and promote the Tour and the Host Stage through all local media.

c. Host Obligation Specifications. Provide the following at the sole expense of Host in accordance with the operational and technical specifications set forth on Exhibit "A" (collectively, the "Host City 2013 Request for Proposal"):

(1) Auxiliary Space and Equipment for Tour Requirements: Those types of areas, premises and equipment for the time period designated on Exhibit A;

(2) Police Services: Local police services to work in coordination with the California State Patrol and California Department of Transportation, as well as Tour representatives and City volunteers, to provide for safe road closure, fixed-post positions, traffic and crowd control and general public safety;

(3) Public Works and Road Services: Support police efforts to ensure road closure and course safety;

(4) Permits: All local permits and fees for operation of the Tour in Host's locale and presentation of the Host Stage, including but not limited to special event permits, parking permits, road closure and use permits, alcohol permits, and concession sales permits;

(5) EMS/EMT Services: Emergency medical services and emergency medical technicians to serve the general public at and on the day of the Host Stage in City;

(6) Portable and/or Public Restrooms: Portable (e.g., port-o-johns) or public restroom facilities on the day of the Host Stage in a number and location to be determined by Tour representatives;

(7) Waste Management/Trash Removal/Recycling: Waste management, trash removal services and recycling following conclusion of the Host Stage in City; and

(8) Volunteers: Recruitment of that number of volunteers designated on Exhibit "A" to this letter to assist local police and Tour personnel with various functions to be designated by Tour representatives. Host will be responsible for the selection and training of its volunteers. All volunteers will be expected to perform their assigned duties and services in a professional and highly competent manner, to the best and full limit of their abilities at all times and in accordance with the highest quality standards, applicable law and the rules and regulations established by Host, Medalist and AEG Cycling. All volunteers will be required to sign the standard Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement form for the Tour.

d. Tour Course Layout and Host Stage Location. Host will assist Medalist and AEG Cycling in obtaining a design and layout of that portion of the City and county (if applicable) through which the Tour course will run and provide access to such course without imposition of any site fees.

e. Ambush-Free Zone. Host agrees to work with AEG Cycling and Medalist to create a zone which consists of the Host Stage Location and a radius around the Host Stage Location (the "Ambush-Free Zone") that shall be free from temporary merchandise vending, temporary advertising, and temporary signs and inflatable items. Nothing herein shall obligate Host to take any actions as it relates to permanent retail establishments in the Ambush-Free Zone. The parameters of the Ambush-Free Zone should be within a 1-block radius of the Start/Finish area.

f. Ambush Marketing. Host agrees to use its commercially reasonable efforts to: (1) minimize the "ambush marketing" of Tour sponsors and local sponsors in and around City and the Host Stage Location during the Tour; (2) prevent Commercial Exploitation Rights (as hereinafter defined) identified with City from being granted by any governmental agency to any entity that is not a Tour sponsor during the period commencing two (2) weeks prior to, through Tuesday following the conclusion of the Tour; and (3) prevent other City-controlled and conflicting major sporting, civic or cultural events from being scheduled in City during the week prior to, through the week following, the Tour, unless such major sporting, civic or cultural events are approved in writing by AEG Cycling and under such conditions as Medalist and AEG Cycling may specify.

g. Merchandise Counterfeiting and Trademark Enforcement. Host shall cooperate with AEG Cycling in preventing unauthorized use of the Tour Marks, admissions for the Host Stage and other intellectual property and the sale or distribution of unlicensed merchandise bearing the Tour Marks or any other reference to the Tour. Such commitment shall apply and be in force during the Term of this Agreement, particularly with respect to the period beginning May 1 prior to the Tour and continuing through thirty (30) days following the Tour. Host will cooperate with AEG Cycling by permitting AEG Cycling the right to pursue (at its expense) legal enforcement measures to prevent unauthorized use of the intellectual property regarding the Tour, including but not limited to action against any seller or distributor of unlicensed merchandise. Host, in conjunction with such appropriate governmental entities, will help to identify and communicate information to AEG Cycling regarding unauthorized use of the intellectual property of the Tour, including but not limited to sales or distribution of unlicensed merchandise. The decision to pursue civil legal action or settle claims against an unauthorized user of the intellectual property of AEG Cycling or against a seller or distributor of unlicensed merchandise will be at the sole discretion of AEG Cycling.

h. Media and Marketing Plan Cooperation. Host will cooperate with the media and marketing plan of AEG Cycling and its contractors, Medalist and designated public relations entity, including accommodating television broadcasters, sponsors, and other persons and entities to whom and to which AEG Cycling has granted and will grant rights.

i. Tour Sponsor Recognition. Host agrees that Tour sponsors shall have the right to have recognition and visibility at the Host Stage Location and that AEG Cycling shall determine placement of signage, recognition and visibility.

j. Ancillary Events. Before staging any ancillary events in connection with the rights licensed by AEG Cycling as set forth in this Agreement, Host shall obtain the prior written approval of AEG Cycling and Medalist for the type, location and anticipated size of the event as well as sponsors.

k. Sale of Merchandise. Host agrees that no merchandise other than that designated by AEG Cycling will be sold on-site at the Host Stage Location during the Tour without the prior written consent of AEG Cycling.

l. Reference to Name of Tour. Host shall refer to the Tour by the exact name supplied by AEG Cycling from time-to-time, including any title or presenting sponsor identification (should title or presenting sponsorship rights be granted), and shall include, in all agreements that Host may enter into with third parties, a requirement that all third parties utilize the exact name for the Tour supplied by AEG Cycling from time-to-time. Notwithstanding anything to the contrary herein, if AEG Cycling changes the name or logo of the Tour after Host has created Tour related identification, Host shall not be required to recreate the Tour related identification.

m. Proposed Host Contracts. Host shall submit to AEG Cycling for prior review and approval, such approval not to be unreasonably withheld, denied or conditioned, all material contracts that Host proposes to enter into with respect to: (1) the obligations undertaken by Host in connection with the Tour; and (2) Host's organization of any ancillary events. All such proposed Host contracts shall be subject to the terms of Section 8 of this Agreement.

n. Anti-Gouging Provisions. Host shall exercise commercially reasonable efforts to make sure that hospitality services (including lodging and restaurants) are provided at reasonable prices for visitors and tenants.

o. Cycling Requirements. Host will use best efforts to respect the minimum requirements for the sport of cycling as defined by the various governing organizations over the sport of cycling and all other reasonable requirements established by AEG Cycling as set forth in the 2013 Planning Manual to be provided by AEG Cycling or Medalist to Host within a reasonable period of time following the execution of this Agreement.

p. Guidelines and Amendments. All services and other activities required to be performed or provided by Host described in this Agreement will be performed or provided in compliance with all reasonable and customary guidelines, standards, policies and directives (collectively, "Guidelines") developed and issued by Medalist and AEG Cycling from time to time. Host recognizes that, while the contents of the Planning Manual issued by Medalist represents the current position of Medalist and AEG Cycling

on such matters, such material may evolve as a result of technological and other changes, some of which may be beyond the control of the Parties to this Agreement. Medalist and AEG Cycling reserves the right to propose amendments to this Agreement to address such changes. Should amendments to the Agreement or Guidelines result in adverse effects on the financial or other obligations of Host, it will so inform AEG Cycling in writing and AEG Cycling will then negotiate with Host in order to address such adverse effects in a mutually satisfactory manner.

q. Progress Reports. During the Term of this Agreement and as set forth in the 2013 Planning Manual, Host will submit to Medalist and AEG Cycling written progress reports describing the status of its plans relating to the Host Stage and the Host Stage Location and any related events, as well as copies of committee meeting minutes. Such periodic progress reports shall include, but not be limited to, information on: (1) the local sponsorships sold by Host and the status of efforts to present local sponsorship opportunities to various prospects; and (2) other revenues that Host has generated and expects to generate to pay the costs of discharging its obligations under this Agreement.

r. Promotion of Goodwill. Host agrees to conduct the activities contemplated by this Agreement and the Planning Manual in such a way as to promote the goodwill associated with the Tour, the Host Stage and the Host Stage Location, AEG Cycling, Anschutz Entertainment group, Inc. ("AEG"), Medalist, the State of California, and the sponsors of the Tour, and will not at any time disparage the good name, reputation, or image of the Tour, the Host Stage and the Host Stage Location, AEG Cycling, AEG, Medalist, the State of California, or the sponsors of the Tour. This section shall not be interpreted to preclude any action or proceeding by Host to enforce or defend its rights under the Agreement and shall not preclude Host or its representatives from communicating information, which Host reasonably determines to be factually accurate, pertaining to the Tour, its organizers or sponsors.

s. Credentials. AEG Cycling and its contractors shall be responsible for producing credentials of all types for the Tour, including the Host Stage and Host Stage Location and further including credentials for members of the media and operational personnel, which credentials shall be produced at the sole expense of AEG Cycling. AEG Cycling shall be responsible for all decisions regarding to whom media, VIP and operational credentials should be issued and shall establish all rules and regulations regarding media access to the Tour, the Host Stage and the Host Stage Location.

t. Intentionally Omitted.

u. Other Services. Host will provide those other services and undertake those other obligations set forth in Exhibit "A" attached hereto and incorporated herein by this reference, as well as those that may be reasonably requested by AEG Cycling after consultation with Host.

5. Host Benefits. In consideration of the agreement by Host to undertake and perform the Host Obligations, AEG Cycling agrees to provide the following recognition

and benefits (per the Host City 2013 Request for Proposal) to and for the benefit of Host (collectively referred to as the "Host Benefits"):

- a. Recognition. Include recognition for Host in the official Tour Guide, Tour web site, and in a press conference announcing that Host has agreed to serve as the host for the Host Stage of the Tour;
- b. Hospitality. Provide a designated number of credentials for and grant access to VIP hospitality area that AEG Cycling intends to create;
- c. Local Sponsorship. Provide local sponsorship opportunities for Host to utilize, as a means of fundraising, in accordance with the terms of Section 7 of this Agreement; and
- d. Ancillary Events. Establish activities ancillary to the Host Stage within City for the promotion of the State of California and Host, subject to the prior review and approval of AEG Cycling.

6. Financial.

a. Tour Revenues. Host acknowledges and agrees that AEG Cycling shall be entitled to retain all revenues attributable to the Tour, the Host Stage and the Host Stage Location, except as may be specifically set forth in Sections 6c and 7 of this Agreement.

b. Expenses. Host agrees that it shall be responsible for the entire cost and expense of undertaking and performing those Host Obligations listed in Section 4(c) of this document and in otherwise discharging its obligations under this Agreement.

c. Local Revenues.

(1) Parking. Host may offer parking for spectators for the Host Stage. Host may retain all revenues from such parking and shall be responsible for all parking expenses.

(2) Food and Beverage Concessions. Subject to certain VIP hospitality to be offered exclusively by AEG Cycling, Host may offer food and beverage concessions at the Host Stage -Location for purchase. Host may retain all revenues derived from food and beverage concessions and shall be responsible for all expenses attendant to such concessions.

(3) Ancillary Events. Host may create, organize and present events ancillary to the Host Stage, provided AEG Cycling and Medalist has approved such events in advance in writing, and Host may retain all revenues generated thereby. Host shall be responsible for all expenses of creating, organizing and presenting such ancillary events.

7. Local Sponsorships. Host acknowledges and agrees that AEG Cycling holds and retains superior rights to grant sponsorships for the Tour, including for a title and presenting sponsor as well as for sponsorships which will grant recognition for the entire Tour (collectively, the “Tour Sponsors”). Notwithstanding the foregoing, AEG Cycling grants to Host a license to solicit and secure local sponsors to support the activities of Host in connection with the Host Stage, in accordance with the following terms and conditions:

a. Designation. Each local sponsor may be given the designation “Local Stage Sponsor”, to the exclusion of any other sponsorship designation. A Local Stage Sponsor may neither be referred to nor describe its involvement with the Host Stage by any other designation, including but not limited to a sponsor of the Tour or a local sponsor of the Tour.

b. Sponsorship Levels. Host may create one or more sponsorship levels for Local Stage Sponsors, including a local presenting sponsor.

c. Local Sponsorship Benefits. Host shall be able to provide Local Stage Sponsors with those local sponsorship benefits to be provided by AEG Cycling. Specific local sponsorship benefits will be provided upon execution of this Agreement.

d. Local Sponsorship Guidelines. Sale of Local Stage Sponsor rights shall be subject to the following guidelines provided by AEG Cycling.

(1) Reserved Tour Sponsor Categories. Host acknowledges that AEG Cycling has retained the exclusive right to sell sponsorship rights in specific sponsorship categories to Tour Sponsors (“the Tour Sponsor Categories”). A listing of the current Tour Sponsor Categories is set forth on Exhibit “B”(which listing may be updated by AEG Cycling to add or delete sponsor categories). Pursuant to Exhibit “B”, all potential local sponsors must be pre-approved by AEG Cycling’s designated Tour Managing Director. Host acknowledges that it may not sell local sponsorship rights to become a Local Stage Sponsor to any company which manufactures, markets or distributes products or services in any of the Tour Sponsor Categories, such right being reserved to AEG Cycling for Tour Sponsors.

(2) AEG Cycling Approval. AEG Cycling shall have the right of prior review and prior written approval over the identity of all proposed Local Stage Sponsors as well as recognition and benefits to be provided by Host to such Local Stage Sponsors. Host acknowledges that such review and approval is necessary to avoid conflicts between Tour Sponsors and Local Stage Sponsors.

(3) Sponsorship Priority. The title sponsor of the Tour as well as all other sponsors of the Tour designated by AEG Cycling shall have priority over and rights superior to that of any local sponsor.

(4) Submission of Materials to AEG Cycling. Host must submit all prospective sponsor lists and packages, art work, copy and designs to AEG Cycling for approval in advance.

(5) Use of Tour Marks. Host has no authority to grant a sublicense to and Local Stage Sponsors shall have no right to use the Tour Marks at any time.

(6) Recognition of Tour Sponsors. Host shall facilitate that recognition of Tour Sponsors as designated by AEG Cycling and Benefits List.

(7) No Other Recognition. Local Stage Sponsors shall not receive any endorsements from individual athletes participating in the Tour without the involved athlete's prior permission, nor will local sponsors be guaranteed broadcast exposure of any type.

8. Required Clauses. Notwithstanding the obligations of Host pursuant to Section 4m of this Agreement, Host agrees that, in each and every transaction that the City enters into with regard to the Tour, the Host Stage, the ancillary events, or rights related to either the Tour, the Host Stage, or the ancillary events, the following required clauses will be incorporated:

a. Commercial Identification Prohibition. Unless otherwise agreed in writing by AEG Cycling, all parties contracting with or providing material goods or services to Host in connection with the Host Stage or the Tour and/or any ancillary events related thereto must agree that neither they nor their affiliates, agents, representatives, employees, suppliers or subcontractors shall commercially exploit in any manner the nature of their transaction with goods and/or services provided to Host for the Host Stage or the Tour, including without limitation: (1) by referring to the transaction or the goods or services, Host, the Host Stage or the Tour and/or events related thereto in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials; and (2) by using or allowing the use of the Tour Marks or any other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed to signify the Tour in connection with any service or product; or (3) by otherwise disclosing their affiliation with Host or the Host Stage or the Tour and/or events related thereto for a commercial purpose.

b. Clearances and Licenses. All parties contracting with or providing goods or services to Host in connection with the Host Stage or the Tour or events which Host hosts or associates with during the Host Stage and/or events related thereto must agree that they are responsible for providing all clearances, licenses, permissions and consents (including without limitation all music clearances, synchronization rights, union and guild fees and the like) as may be necessary for the presentation of all such events, to the extent permitted by AEG Cycling, in any and all media and in any and all forms, whether now known or hereafter developed.

c. Indemnification. Every party contracting with or providing goods or services to Host in connection with the Host Stage or the Tour and/or events related thereto must agree to indemnify, defend and hold harmless AEG Cycling, AEG, Medalist, designated public relations entity, the State of California, Union Cycliste Internationale (“UCI”), Amgen, Inc., and Tour Sponsors, and their respective parent, subsidiary, and affiliated companies and each of their respective shareholders, members, trustees, partners, officers, directors, agents, volunteers, employees, and other representatives (collectively, the “AEG Cycling Parties”) from and against any claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney’s fees, and all amounts paid in the investigation, defense or settlement of any or all of the foregoing (“Claim” or “Claims”) resulting from, arising out of or in connection with the contracting parties’ obligations to Host or the provision of goods or services to Host.

d. Compliance with Law. Every party contracting with or providing goods or services to Host in connection with the Host Stage or the Tour and/or events related thereto must agree to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of such party’s obligations to Host.

e. Exculpation Clause. Every party contracting with or providing goods or services to Host in connection with the Host Stage or the Tour and/or events related thereto must agree to look solely to the assets of Host for any recourse, and not those of AEG Cycling or the AEG Cycling Parties (as defined in Section 8c above).

f. Insurance. Every party contracting with or providing goods or services to Host in connection with the Host Stage or the Tour and/or events related thereto must agree to maintain, at no cost to AEG Cycling or the AEG Cycling Parties, appropriate insurance coverage for Claims arising out of the contracting party’s operations, personnel, products and services. All such insurance provided by each contracting party shall be (1) primary to and non-contributory with any insurance maintained by Host, AEG Cycling and the AEG Cycling Parties; (2) shall be written by insurance companies with ratings of “A” or better in the latest edition of the A.M. Best key rating guide; and (3) shall provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Host and AEG Cycling. All liability policies shall be endorsed to name Host, AEG Cycling, Medalist, Amgen, Inc., and the AEG Cycling Parties as Additional Insureds, and shall include a waiver of subrogation in favor of the Additional Insureds. Each contracting party shall be solely responsible for the costs of all deductibles under such policies and shall remain solely and fully liable for the full amount of any Claims not covered by insurance. Each contracting party shall provide Host and AEG Cycling with certificates of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

9. Licenses to Use Marks.

a. Tour Marks.

(1) Acknowledgements Regarding Tour Marks. AEG Cycling retains the rights to sell title and presenting sponsorships in and to the Tour and, in such event, to incorporate the name and/or marks of such title and/or presenting sponsor into the Tour Marks or to develop new marks and logos for the Tour, acknowledging such title and/or presenting sponsor's relationship with and support for the Tour. Host acknowledges the foregoing and that the term "Tour Marks" as used herein may also refer to the Tour Marks as such may be expanded to include the name and/or marks of a title and/or presenting sponsor of the Tour. Upon being advised by AEG Cycling and Medalist of a change to the Tour Marks in the event of a sale of title or presenting sponsorships, Host agrees to utilize the updated Tour Marks with the name and/or marks of a title and/or presenting sponsor, all as designated by AEG Cycling.

(2) License to Use Tour Marks. AEG Cycling hereby grants to Host a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia associated with the Tour and identified in Exhibit "C" (the "Tour Marks") during the Term of this Agreement, in accordance with the terms of this Agreement and the Tour Marks Guidelines set forth in Section 9a(6) hereinbelow, solely at or in connecting with the site of the Host Stage, including the Host Stage Location. (Such Exhibit "C" to be provided within reasonable timeframe upon execution of this Agreement). The foregoing license is subject to the right of AEG Cycling to review and approve in advance all such uses of the Tour Marks. Host shall have no right to assign, license or "pass-through" rights to use the Tour Marks to any other person or entity. In exercising this license to use the Tour Marks and in each and every reference to the Tour, Host shall utilize the Tour Marks and the exact name of the Tour designated by AEG Cycling, which shall include the name of any title and/or presenting sponsor. The Parties acknowledge and agree that, upon the expiration or termination of the Term of the Agreement, Host shall cease to use the Tour Marks.

(3) License Does Not Extend to Merchandise. Host shall not manufacture or sell, or license the manufacture or sale of, any promotional or other merchandise which bears the Tour Marks.

(4) Acknowledgements Regarding Goodwill. Host acknowledges the great value of goodwill associated with the Tour Marks. Host acknowledges that the goodwill attached to the Tour Marks belongs exclusively to AEG Cycling. Host agrees that any and all goodwill and other rights that may be acquired by the use of the Tour Marks by Host shall inure to the benefit of AEG Cycling.

(5) No Disparagement by Host. Host will not, at any time, disparage, dilute or adversely affect the validity of the Tour Marks or take any action, or otherwise suffer to be done any act or thing which may at any time, in any way materially adversely affect any rights of AEG Cycling in or to the Tour Marks, or any registrations thereof or which, directly or indirectly, may materially reduce the value of the Tour Marks or

detract from their reputation. This section shall not be interpreted to preclude any action or proceeding by Host to enforce or defend its rights under this Agreement and shall not preclude Host or its representatives from communicating information, which Host reasonably determines to be factually accurate, pertaining to the Tour, its organizers or sponsors.

(6) Tour Marks Guidelines. Any use of the Tour Marks during the Term shall be further subject to the following conditions and limitations (collectively, the "Tour Marks Guidelines"):

(a) The Tour Marks shall be used in accordance with the Amgen Tour of California Graphics Standards Manual, published by AEG Cycling from time-to-time;

(b) Host shall not use the Tour Marks in any manner that is misleading or that reflects unfavorably upon the reputation of the Tour, AEG Cycling, AEG, Medalist, Amgen, Inc., the State of California or any competitor in the Tour or in any manner that is contrary to applicable laws and regulations, including, without limitation, those relating to truth in advertising and fair trade practices;

(c) Host shall not (i) permit any tradename or mark of a third party to appear in conjunction with Host's materials that display any of the Tour Marks; or (ii) participate with any third party in a promotion using the Tour Marks or permit the Tour Marks to be used in a manner that could be reasonably interpreted as a promotion or endorsement of a third party's products or services;

(d) Host shall not use the Tour Marks without the appropriate trademark or copyright designation as required by AEG Cycling;

(e) Host acknowledges that its selection as a partner is not based upon the results of any quality comparison between Host and any other municipality within the State of California and agrees that it shall not represent otherwise to any third party or use the expressions "selected", "approved", "warranted", "preferred", or "consented to" by AEG Cycling or AEG, or the Tour or any similar endorsement;

(f) Host shall not use the license granted under this Agreement in any comparative advertising; and

(g) Host shall not, after the expiration or termination of this Agreement, use any slogan or graphic device that was developed for use in conjunction with the Tour Marks if such slogan or graphic device implies an ongoing association with the Tour.

b. Host Marks.

(1) License to Use Host Marks. Host hereby grants to AEG Cycling a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia of Host and identified in Exhibit "D" attached hereto (the "Host Marks") during the Term of this Agreement in accordance with the terms of this Agreement and the Host Marks guidelines in accordance with Section 9b(2) of this Agreement, specifically to provide Host with the Host Benefits. The foregoing license is subject to the right of Host to review and approve in advance all such uses of the Host Marks. AEG Cycling shall have no right to assign, license or "pass-through" rights to use the Host Marks to any party, except as necessary to fulfill its obligations set forth in this Agreement. The Parties acknowledge and agree that, upon the expiration or termination of the Term of the Agreement, AEG Cycling shall discontinue any use of the Host Marks and AEG Cycling may continue to use the Tour Marks.

(2) Host Marks Guidelines. AEG Cycling shall utilize the Host Marks pursuant to the license granted herein in accordance with those graphics standards supplied by Host to AEG Cycling in writing from time-to-time.

10. Trademarks.

a. Tour Marks.

(1) The Tour Marks, specifically including but not limited to the words "Amgen Tour of California", are and shall remain the property of AEG Cycling and AEG Cycling shall take all steps reasonably necessary to protect such Tour Marks, which steps may include registrations through the United States Patent and Trademark Office ("PTO") and foreign registrations, as it deems desirable and through reasonable prosecution of infringements.

(2) The rights licensed by AEG Cycling to Host with respect to use of the Tour Marks shall convey license rights only and shall convey no rights of ownership in or to the Tour Marks.

(3) AEG Cycling represents and warrants that it has the right to use the Tour Marks, specifically including but not limited to the words "Amgen Tour of California", and to license the use of the Tour Marks to Host as set forth in Section 9a of this Agreement.

(4) AEG Cycling (as well as Amgen) shall own all right, title and interest in and to the Tour Marks. AEG Cycling shall have the right to take all steps reasonable necessary to protect the Tour Marks through PTO registrations and such foreign registrations as it deems desirable and through reasonable prosecution of infringements. AEG Cycling shall be the record owner of all such registrations for the Tour Marks. Host shall cooperate as reasonably necessary to assist AEG Cycling in obtaining such trademark protection and in prosecuting any alleged infringements of the Tour Marks.

b. Host Marks.

(1) The Host Marks are and shall remain the property of Host and Host shall take all steps reasonably necessary to protect such Host Marks through the PTO and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(2) Host represents and warrants that it has the right to use the Host Marks and to license the use of the Host Marks to AEG Cycling for use in connection with the Tour and to provide the Host Benefits.

(3) The rights granted to AEG Cycling by Host with respect to use of the Host Marks shall convey license rights only and shall convey no rights of ownership in or to the Host Marks.

11. Merchandising. The Parties acknowledge and agree that AEG Cycling shall be the sole licensor of all Tour-related merchandise bearing the Tour Marks and/or otherwise relating to the Tour in any way (the "Tour-Related Merchandise"). Host shall have the right to purchase Tour-Related Merchandise from the licensee for such Tour-Related Merchandise at amount to be agreed upon by and among AEG Cycling, Host and such licensee, but shall have no right or license to manufacture or distribute Tour-Related Merchandise or any other merchandise bearing the Tour Marks.

12. Approvals.

a. Host agrees to submit to AEG Cycling for its prior written approval all proposed uses of the Tour Marks that Host wishes to make pursuant to the limited license granted to Host in this Agreement, including but not limited to submission of representative samples of all advertising, promotional and other materials to be used in connection with Host's products and services as well as any premiums that Host may wish to use containing the Tour Marks. If Host's request is not responded to by AEG Cycling within ten (10) business days after AEG Cycling has received the material from Host, Host shall provide written notification to AEG Cycling of such fact and AEG Cycling agrees that any such proposed materials shall be deemed denied if Host's request is not responded to within five (5) business days following receipt of such written notice. Host shall not distribute any material without the prior written approval of AEG Cycling.

b. Host shall supply free of charge to AEG Cycling for administrative and archival purposes two (2) originals of all advertising, promotional or other materials in connection with the products and services to be used by Host in connection with the licenses granted under this Agreement.

c. All requests for approval, including representative samples of all advertising, promotional and other materials shall be sent to AEG Cycling at the address

for notices under this Agreement to the attention of the individual designated to receive notices for AEG Cycling.

13. Broadcast and Media Rights; Other Commercial Exploitation of Tour. As between Host and AEG Cycling, AEG Cycling controls all rights to distribute, promote, market and otherwise commercially exploit the Tour and the Host Stage by means of any and all audio, visual and audiovisual media of all types, including but not limited to television, radio, Internet and print, and wireless devices as well as with respect to sponsorship, licensing, hospitality, merchandising, and other marketing rights with respect to the Tour (“Commercial Exploitation Rights”) and that Host will not purport to grant or license any such rights to a third party without the prior express written approval of AEG Cycling.

14. Ownership and Protection of Intellectual Property.

a. Ownership of Intellectual Property.

(1) Subject to the terms of Section 10 of this Agreement, each Party shall own all right, title and interest in and to all intellectual property created by or on behalf of such Party in connection with this Agreement, including without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright, subject to the ownership rights of the other Party to such other Party’s trademarks to the extent that such are incorporated into such intellectual property (such property being collectively referred to as the “Intellectual Property”). (That Intellectual Property which has been created by or on behalf of Host is referred to as the “Host Intellectual Property” and that Intellectual Property which has been created on behalf of AEG Cycling is referred to as the “AEG Cycling Intellectual Property”).)

(2) Notwithstanding the foregoing, the Parties acknowledge and agree that the Tour Marks and the distinctive colors, concepts, indicia and look displayed by AEG Cycling throughout the Tour and by AEG Cycling in its regular business operations and materials shall constitute AEG Cycling Intellectual Property and therefore be owned by AEG Cycling. Host expressly acknowledges that the Parties have agreed that all copyrightable aspects of the AEG Cycling Intellectual Property are to be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended (the “Act”), of which AEG Cycling is to be the “author” within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by AEG Cycling as its creation and Host expressly disclaims any interest in any of them. Host expressly acknowledges that it is not a joint author and that the AEG Cycling Intellectual Property and all other work created by AEG Cycling hereunder are not joint works under the Act.

(3) In the event (and to the extent) that any AEG Cycling Intellectual Property or any part or element thereof is found as a matter of law not to be “work made

for hire” within the meaning of the Act, Host hereby conveys and assigns to AEG Cycling the sole and exclusive right, title and interest in the ownership to all such AEG Cycling Intellectual Property, and all copies of it, without further consideration, and agrees to assist AEG Cycling’s efforts to register, and from time to time to enforce, all patents, copyrights, and other rights and protections relating to the AEG Cycling Intellectual Property in any and all countries. To that end, Host agrees to execute and deliver all documents requested by AEG Cycling to evidence any assignment as well as otherwise in connection therewith.

(4) Host understands that the term “moral rights” means any rights of paternity and integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work and any similar right existing under the judicial or statutory law of any country or under any treaty, regardless of whether or not such right is referred to as a “moral right”, including, without limitation, the rights of attribution and integrity in works of visual art pursuant to 17 U.S.C. § 106A. Host irrevocably waives and agrees never to assert any moral rights Host may have in the AEG Cycling Intellectual Property, even after any termination or expiration of this Agreement.

(5) The Parties agree to affix appropriate copyright and trademark notices as reasonably designated by the other, together with their own notices as appropriate, on the AEG Cycling Intellectual Property to identify AEG Cycling as the owner of the AEG Cycling Intellectual Property and Host as the owner of the Host Marks.

b. Protection of Intellectual Property.

(1) Host acknowledges that it has no right, title or interest in the Tour Marks and that nothing in this Agreement shall be construed as an assignment to Host of any right, title or interest in the Tour Marks, except the license to use of the Tour Marks as provided in this Agreement.

(2) Host agrees that AEG Cycling shall have the sole right to determine whether any action should be taken to terminate unauthorized use of the Tour Marks or to settle any proceeding brought by AEG Cycling to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to AEG Cycling. AEG Cycling shall be permitted to seek equitable relief to prevent the unauthorized uses of the Tour Marks.

(3) AEG Cycling and Host agree to assist each other in the defense of any proceeding or claim with respect to the use of any Tour Marks by Host in accordance with the terms of this Agreement. AEG Cycling agrees to defend, at its expense, any such proceeding or claim on behalf of Host. Host shall be permitted to retain, at its expense, separate counsel in such defense.

15. Reservation of Rights. AEG Cycling reserves all rights not expressly licensed to Host under this Agreement. Any and all rights of AEG Cycling, including those in and to the Tour and the Tour Marks, not expressly granted to Host under this Agreement are reserved to AEG Cycling and may be exercised, marketed, exploited or disposed of by AEG Cycling concurrently with the Term of this Agreement in such form and manner as AEG Cycling wishes. Host acknowledges and agrees that this Agreement does not convey or grant to it any rights of ownership in or management of the Tour, AEG Cycling or the Tour Marks.

16. Representations and Warranties.

a. By AEG Cycling. AEG Cycling represents and warrants that:

(1) It has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;

(2) The Tour Marks do not infringe the trademarks or other proprietary rights of any other person or entity;

(3) Any materials created under the control, direction or supervision of AEG Cycling shall be original, shall be owned by AEG Cycling and shall not infringe any third party copyright or trademark; and

(4) It will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Tour.

b. By Host. Host represents and warrants that:

(1) It has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;

(2) Host owns or has the authority to grant to AEG Cycling a license to use the Host Marks;

(3) The Host Marks do not infringe the trademarks or other proprietary rights of any other person or entity;

(4) Any materials created under the control, direction or supervision of Host shall be original, shall be owned by Host and shall not infringe any third party copyright or trademark; and

(5) It will exercise its best efforts to ensure that City officials, employees and other representatives and Host officers, directors, employees, volunteers, agents, representatives, and contracted parties promote and protect the goodwill of the Tour and not engage in conduct which is detrimental to the Tour, its Sponsors, AEG Cycling, Medalist and/or the AEG Cycling Parties. This section shall not be interpreted to preclude any action or proceeding by Host to enforce or defend its rights under this Agreement and shall not preclude Host or its representatives from communicating information, which Host reasonably determines to be factually accurate, pertaining to the Tour, its organizers or sponsors.

17. Indemnification.

a. By AEG Cycling. AEG Cycling shall indemnify, defend and hold harmless Host, its affiliates, and their respective officers, directors, partners, shareholders, members, agents, employees, volunteers and other representatives (collectively, the "Host Indemnified Parties"), from and against any and all claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney's fees, and all amounts paid in the investigation, defense or settlement of the foregoing (the "Claim" or "Claims") arising out of, based on or in any other manner related to: (1) the breach of any representation, warranty, material covenant or obligation of AEG Cycling under this Agreement; (2) any negligent act, negligent omission or willful conduct by AEG Cycling; and (3) any Claim that the Tour Marks or other AEG Cycling Intellectual Property infringe upon any patent, copyright, trademark, trade secret or any other right of a third party.

b. By Host. Host shall indemnify, defend and hold harmless AEG Cycling, AEG, Medalist, the State of California, UCI, Amgen, Inc., and Tour Sponsors, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, partners, trustees, shareholders, members, agents, employees, volunteers and other representatives (collectively, the "AEG Cycling Indemnified Parties"), from and against any and all Claims arising out of, based on or in any other manner related to: (1) the breach of any representation, warranty, material covenant or obligation of Host under this Agreement; (2) any negligent act, omission or willful conduct by Host; (3) the products, services, and other deliverables provided by Host and its employees, volunteers, agents, representatives and contractors in carrying out its obligations under this Agreement; provided, however, that Host shall not be responsible for indemnification resulting from road conditions of State of California maintained highways and roads (4) the exercise by Host of its rights and the Host Benefits under this Agreement, including but not limited to any parking, food and beverage concessions, ancillary events or local sponsorships organized by Host; (5) advertiser's liability or other claim arising out of or in connection with the use by Host of the Tour Marks, including

but not limited to any claim based upon an allegation of sponsorship or guaranty by AEG Cycling of City; (6) a claim that the Host Marks infringe upon any patent, copyright, trademark, trade secret or any other right of a third party; and (7) the failure or alleged failure by Host to comply with all Laws relating to labor relations, fair employment practices, safety and similar rules and regulations, including without limitation, the requirement of the Occupational Safety and Health Act (OSHA) of 1970 and with all Equal Employment Opportunity (EEO) provisions as required by law, regulation or executive order. Notwithstanding the foregoing, this indemnification shall not extend to or include any claims, damages, suit or attorneys fees arising out of any claim or allegation that any of the routes, roads, trails or other parts of the Tour course were negligently designed or selected. Prior approval by AEG Cycling of the use of the Tour Marks or other matters as to which AEG Cycling approval is required under this Agreement shall not affect AEG Cycling's right to indemnification as to such usage.

c. Procedure Regarding Indemnification. Each Party shall give the other Party prompt written notice of any Claim coming within the scope of any indemnity expressly set forth in this Agreement. Upon written request of any indemnitee, the indemnitor will assume defense of any such Claim, action or proceeding. The indemnitee shall cooperate with the indemnitor in the investigation, defense and/or settlement of any such Claim. The indemnification obligations in this Section 17 of this Agreement shall survive the expiration and/or termination of this Agreement.

18. Termination.

a. Default. The non-defaulting Party may terminate this Agreement, at its option, upon written notice to the other Party, upon the occurrence of one or more of the following events (the "Termination Events"):

(1) Material breach of any covenant, agreement, representation, warranty, term or condition of this Agreement, if such breach has not been waived in writing and if such breach is not cured or remedied by the breaching Party to the other Party's reasonable satisfaction within thirty (30) days after delivery of written notice specifying the nature of the breach, or if the Parties agree that the breach is not capable of being cured or remedied within said thirty (30) days, then within the time period mutually agreed to by the Parties in a jointly approved plan of corrective action developed within thirty (30) days after the delivery of written notice to the breaching Party specifying the nature of the breach;

(2) A Party becomes insolvent, fails to pay its debts or perform its obligations in the ordinary course of its business as they become due, admits in writing its insolvency or instability to pay its debts or perform its obligations as they become due, or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership or general assignment for the benefit of creditors, provided that, if such condition is assumed involuntarily, it has not been dismissed with prejudice within sixty (60) days after its commencement; or

(3) A Party is the subject of public controversy of such a magnitude that such Party's association with the other Party pursuant to this Agreement creates a negative association for such other Party, in the reasonable judgment of such other Party, in which case the other Party may terminate this Agreement without cost or penalty.

Effect of Termination. Should either Party terminate this Agreement as a result of a Termination Event set forth in subsection a above, then upon termination of this Agreement, Host's Host Benefits shall terminate and Host shall cease using the Tour Marks. In addition, should such termination result from termination notice given by Host to AEG Cycling from occurrence of a Termination Event of the type set forth in Sections 18a(1) or (2) above, AEG Cycling shall repay to Host all amounts actually expended by Host in performing its obligations hereunder; provided, however that in no event shall AEG Cycling be liable for amounts in excess of \$10,000 in the aggregate for any particular Tour. Should termination result from termination notice given by AEG Cycling to Host from occurrence of a Termination Event of the type set forth in Sections 18a(1) or (2) above, Host shall repay to AEG Cycling all amounts expended by AEG Cycling in licensing to Host the right to host the Host Stage, to provide the Host Benefits, and to relocate the site for the Host Stage; provided, however, in no event shall Host be liable for amounts in excess of \$10,000 in the aggregate.

19. Independent Contractors. AEG Cycling and Host are independent contractors with respect to each other and nothing herein shall be deemed or construed to create any partnership, joint venture or agency relationship between them. Host is simply serving as host to the Host Stage of the Tour under the license of rights granted herein and is agreeing herein to provide certain services and to undertake certain obligations in order to acquire certain marketing rights and benefits. Neither Party shall have any authority to contract or bind the other Party in any manner and shall not represent itself as the agent of the other.

20. Insurance.

a. AEG Cycling Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), AEG Cycling shall provide and maintain, at its expense, the following insurance policies which shall protect the AEG Cycling Parties on a primary basis from any and all Claims arising out of or in connection with respect to the staging of each Tour and the obligations of AEG Cycling pursuant to this Agreement:

(1) Event Liability insurance (inclusive of CGL as well as auto liability) of with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate;

(2) Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed) by AEG Cycling, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage

(3) Workers' Compensation insurance covering AEG Cycling's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident;

(4) Umbrella and/or Excess Liability insurance with limits not less than \$5,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies; and

(5) Any other insurance necessary and appropriate for the staging of the Tour as determined by AEG Cycling and Medalist.

All such insurance to be maintained by AEG Cycling shall be (1) primary with respect to Claims arising out of the AEG Cycling's staging of each Tour and the obligations of AEG Cycling pursuant to this Agreement; (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (3) shall provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Sponsor.

Policies (1), (2) and (4) above shall be endorsed to name Host and the Host Indemnified Parties (as defined in Section 17b of this Agreement) as Additional Insureds under each policy on a separate endorsement page with respect to the negligent acts or omissions of AEG Cycling. The endorsement must be ISO Form CG 20 12 or CG 20 26 11 85, or an equivalent for the General and Excess Liability policies, and the CA 20-01 for the Automobile Liability policy.

At least 15 days prior to each Tour, AEG Cycling shall provide Host with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

b. AEG Cycling Optional Insurance. AEG Cycling may, but shall not be obligated to, secure Event Cancellation insurance providing reimbursement of insured losses if any Tour does not take place, in whole or in part, due to any Act of God or other event beyond the control of the AEG Cycling and those other circumstances set forth in Sections 21 and 22 of this Agreement. Covered perils may include adverse weather conditions; natural disasters; outbreak of disease; damage to or loss of venue; unavoidable transportation delays; non-appearance of key participants due to death, injury or illness; situations which pose significant danger to the public or Tour participants; and other causes beyond AEG Cycling's control which are not specifically excluded under the policy. Notable exclusions will include war, civil commotion, riot, martial law, seizure, or radioactive/ nuclear contamination; poor event planning and management; fraud, misrepresentation or concealment. All event cancellation proceeds shall constitute the property of AEG Cycling. AEG Cycling's obligation to secure Event Cancellation insurance is limited to the extent such coverage is available at a reasonable cost in the sole discretion of AEG Cycling.

c. Host Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Host shall provide and maintain, at its expense, the following insurance policies (or in the event Host is self-insured, a program of insurance), which shall protect Host, AEG Cycling, Medalist, Amgen, Inc. and the AEG Cycling Parties on a primary basis from any and all Claims arising out of or in connection with the Host's activities, operations, representations and warranties, rights, obligations and duties of Host pursuant to this Agreement:

(1) General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations, personal and advertising injury, premises damage legal liability, liquor liability (if applicable), property damage and bodily injury liability (including death);

(2) Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed) by Host, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage;

(3) Workers' Compensation insurance covering Host's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit;

(4) Umbrella and/or Excess Liability insurance with limits not less than \$3,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies;

(5) Any other insurance necessary and appropriate for covering the Host's activities, operations, representations and warranties, rights, obligations and duties pursuant to this Agreement.

All such insurance to be maintained by Host shall be (1) primary to and non-contributory with any insurance maintained by AEG Cycling and the AEG Cycling Parties; (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (3) shall provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to AEG Cycling.

Policies (1), (2) and (4) above shall be endorsed to name AEG Cycling and the AEG Cycling Indemnified Parties (as defined in Section 17a of this Agreement) as Additional Insureds under each policy on a separate endorsement page with respect to the negligent acts or omissions of Host. The endorsement must be ISO Form CG 20 12 or CG 20 26 11 85, or an equivalent for the General and Excess Liability policies, and the CA 20-01 for the Automobile Liability policy.

At least 15 days prior to each Tour, Host shall provide AEG Cycling with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

21. Force Majeure. In the event that the Tour does not take place or is rescheduled, in whole or in part, due to any Act of God or other event not reasonably foreseeable by the Parties or beyond the control of the Parties which is generally considered an event of force majeure ("Force Majeure"), including without limitation, weather, fire, flood, act of public enemy or terrorism, strike or labor dispute, governmental action or directive or local, regional or national day of mourning, whether such event of Force Majeure has occurred in a community through which the Tour course shall run or not, then AEG Cycling may discontinue provision of the Host Benefits to and for the benefit of Host and Host need not continue to perform those Host Obligations which remain unperformed as of the date of cancellation or postponement. AEG Cycling shall determine whether the Tour is to be cancelled in whole or in part or postponed due to a Force Majeure event. Should the Tour be cancelled in whole or in part due to an event of Force Majeure, AEG Cycling shall have no further obligation, financial or otherwise, to Host and Host shall have no further obligation to AEG Cycling in connection with the Tour. In the event that the Tour is postponed in whole or in part due to an event of Force Majeure and AEG Cycling intends to reschedule the Tour, AEG Cycling and Host shall discuss in good faith the terms under which such rescheduling should occur. In the event of such cancellation or postponement due to a Force Majeure event, the obligations of AEG Cycling and the rights of Host shall be as specifically set forth in this Section 21 as the sole and exclusive remedy by virtue of such cancellation or postponement.

22. Cancellation or Postponement of Tour for Reason Other than Force Majeure. AEG Cycling shall have the sole and unfettered right to cancel or postpone the Tour or any Host Stage. In such event, Host acknowledges and agrees that AEG Cycling shall have no financial responsibility to Host as a consequence of such cancellation or postponement. However, should AEG unilaterally cancel the Host Stage for reasons other than Force Majeure or a Termination Event, AEG shall, subject to the terms of Section 18(b), repay to Host all amounts reasonably expended by Host in performing its obligations hereunder. In the event of such cancellation or postponement for a reason other than Force Majeure, the obligations of AEG Cycling and the rights of Host shall be as specifically set forth in this Section 22 as the sole and exclusive remedy by virtue of such cancellation or postponement. Upon providing notice of cancellation or postponement, AEG Cycling shall have no further obligation to provide Host with any of the Host Benefits as set forth in this Agreement.

23. Public Announcement. The Parties agree to make a joint public announcement and press release upon in the near future following execution of this Agreement. The Parties agree that the form and substance of such announcement and press release shall be mutually agreed between the Parties.

24. Rider Event Release. USA Cycling, Inc. requires that all riders participating in the Amgen Tour of California must execute and return an Event Release Form ("Event Release") similar to the sample 2012 form of Event Release attached hereto as Exhibit E. AEG Cycling shall use commercially reasonable efforts to ensure that all rider participants will execute a completed Event Release and that Host Indemnified Parties, as defined in Section 17.a. herein, will be included as released parties to the Event Release.

25. Liability of City. City acknowledges and agrees that it shall be responsible for each and every obligation under this Agreement and, therefore, that any liability for breach of any obligation of Host hereunder shall constitute an obligation of City hereunder.

26. Specific Performance. The duties, obligations and responsibilities of the Parties under this Agreement are unique, and, therefore, the Parties agree that monetary damages will not be an adequate remedy for breach of this Agreement. The Parties acknowledge and agree that, in the event of a breach by Host, AEG Cycling will suffer irreparable harm. Therefore, AEG Cycling shall be entitled to the remedy of specific performance, which shall not be the exclusive remedy for any violation of breach of this Agreement.

27. General.

a. **Assignment.** Host may not assign any rights or obligations under this Agreement or this Agreement itself, in whole or in part, without the prior express written consent of AEG Cycling. Notwithstanding the foregoing, AEG Cycling may retain the services of subcontractors to discharge certain obligations under this Agreement.

b. **Notices.** Except as expressly provided to the contrary herein, any notice, consent, report, documents or other item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished and received when given in writing and personally delivered to and received by an officer or designated employee of the applicable Party, to seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, registered or certified first class mail, return receipt requested addressed as set forth below, or to such other address as either of the parties shall advise the other in writing or sent by confirmed facsimile transmission:

If to Host:

City of Escondido
City Manager's Office
201 North Broadway
Escondido, CA 92025
Attn.: Joyce Masterson

If to AEG Cycling:

AEG Cycling, LLC

800 W. Olympic Blvd., Ste. 305
Los Angeles, CA 90015
Attn: Kristin Bachochin

with a copy to:

AEG Cycling, LLC
800 W. Olympic Blvd., Ste. 305
Los Angeles, CA 90015
Attn: Legal Department.

c. Entire Agreement; Modifications. This Agreement constitutes the entire agreement of the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended or supplemented or otherwise changed, except by a written document executed by an authorized representative of each of the Parties hereto.

d. No Waiver of Rights and Breaches. No failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a Party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of any Party.

e. Captions. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and authorized assigns.

g. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes governed by and construed in accordance with the laws of the State of California.

h. Construction of Agreement. Each Party acknowledges that it has participated in the negotiation of this Agreement and that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

i. Relationship of Parties. This Agreement shall neither be deemed nor construed to create a joint venture or partnership between AEG Cycling and Host, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

j. Survival. Those covenants, acknowledgments, representations, agreements and obligations contained in Sections 9a(4), 9a(5), 9a(6)(g), 13-16, 17, 18b, 20-22, and 24-27 of this Agreement shall survive the expiration and/or termination of this Agreement.

k. Compliance with Law, Rules and Regulations. The Parties agree to comply with all federal, state and local laws, ordinances, orders, rules and regulations applicable to the performance of their respective obligations under this Agreement, both now existing and as such may hereinafter be adopted.

l. Time of Essence. The Parties agree that time is of the essence in performing obligations under this Agreement.

m. Exhibits. The documents attached hereto as exhibits are incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

n. Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally upon their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

o. Exclusive Jurisdiction. The Parties agree that, subject to the provisions of Section 24, venue of any judicial action in connection with this Agreement shall lie exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California. Host accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Host further agrees that it irrevocably waives any objection it may now have or hereafter have as to the jurisdiction or venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum. Host acknowledges that it possesses the requisite minimum contacts with the State of California sufficient to establish jurisdiction over Host in State and Federal Courts in California.

p. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, such instruments and documents as either Party may reasonably request or require to carry out more effectively the purpose and intent of this Agreement.

q. Intentionally Omitted.

r. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

s. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on their respective behalf, all as of the day and year first above written.

AEG CYCLING:

AEG CYCLING, LLC

By: _____

Name: _____

Title: _____

HOST:

CITY OF ESCONDIDO

By: _____

Name: _____

Title: _____

EXHIBITS

- A Host City 2013 Request for Proposal**
- B Sponsorship**
- C Tour Marks**
- D Host Marks**

EXHIBIT A

Host City 2013 Request for Proposal

(see attached)

HOST CITY REQUIREMENTS – OVERALL START

As a partner of the Amgen Tour of California, an Overall Start Host City is required to provide the following support and assume all related costs as part of their bid submission.

RACE OPERATIONS

POLICE SERVICES – Local (city and/or county and unincorporated areas if applicable) police services and related costs are the responsibility of the Host City. In coordination with California Highway Patrol (CHP), CalTrans, as well as the Tour's motor and road marshals and in conjunction with the LOC volunteer program, local police provide safe road closures, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

PUBLIC WORKS AND ROAD SERVICES – Local public works and road services are the responsibility of the Host City. The Host City will absorb the cost for all services within the city/county (and unincorporated areas if applicable) limits. These services are necessary to support police efforts to ensure road closures and the safety of the course. These services include:

- Detours and detour equipment (ATOC will provide 6,000 feet of start/finish fencing*)
- Barricades
- Cones
- (2) Scissor lifts/Fork Lifts (1 additional Fork Lift available for Vehicle Load Lot)**
- Printing/posting of 'No Parking' signs
- Removal/restoration and street repair
- Distribution of notices to residents advising of road closures and providing a "hotline" available to residents and businesses to handle issues related to closures.

*Exact amount of fencing varies depending on the venue

** Scissor Lift and Fork Lift specs can be provided upon request. Fork Lift must be 5,000 lb warehouse lifts.

START/FINISH CIRCUITS – The decision to incorporate either Start or Finish circuits into a Tour stage must be mutually agreed upon by the Tour and Host City. The Host City will absorb the cost for all services and infrastructure necessary to conduct circuits, even if the circuits extend outside of the city limits, including traffic control, permits, and requirements for all roadways not under city jurisdictions.

If there are road knobs, curbs, speed-bumps, etc., which impact the course and the riders safety, the Host City is financially responsible to have these elements temporarily removed and replaced.

PERMIT SERVICES – All fees associated with city/county/state (and unincorporated areas if applicable) permits and permit requirements for the operation of the event are to be procured by the Host City on behalf of the Tour. They include, but are not limited to:

- City, county and state permits for stages, tents, electrical, health, alcohol, sound, and any road permit that may be required for any portion of the route that is within the city limits of the LOC
- Parking - both on and off the street
- Alcoholic beverages - consumption in public, if served at a start, from cups, bottles and cans, in a private VIP area

- Road closures and use - closure and use of roads for setup and racing (includes permits for construction of staging, tents, wiring and electrical, portable generators, power equipment and a fork lift)
- Special and ancillary events - pre-event and race day
- Banners and signs - hanging and display of pre-event, race day advertising and sponsor banners
- Concession sales - on-site merchandise and concession stands as requested by race organizers

The LOC is responsible to provide all necessary health department contact information that pertains to the Host City 90 days prior to the event. The LOC is to also make best efforts to invite the health department permitting person to one of the pre-tour site visits designated by The Tour.

*Please list any special permitting/restrictions that the Tour should be aware of, including Alcohol, Signage and Sound Amplification. This may affect the options for START LINE placement.

EMT/EMS SERVICES – Host City is financially responsible for providing EMT/EMS services for the general public on the day of the Overall Start. Medical plan must be submitted to the Tour Technical Director. Please note that the Tour provides medical services for the athletes, team support and staff personnel, however the LOC must cover ambulance costs if the Tour contract ambulance provider is not licensed for the location.

RESIDENT/BUSINESS NOTIFICATIONS – Host City is responsible for notifying local residents and businesses within the city limits that impact the Tour; including road closures, traffic advisories, etc. In the case of a circuit or agreed upon route outside the city, notification must be made in these locations as well. Notifications should be bilingual, including an English and Spanish version.

PORT-O-LETS – Host City is financially responsible for securing port-o-let services or public restrooms during the day of the Overall Start. The number of units and placement of the units will be mutually agreed upon by the Host City and the Tour's Production Director. Portable toilets to be guaranteed to arrive the night prior to the start or finish event for the overnight crews.

WASTE MANAGEMENT – Host City is financially responsible for providing waste management/trash removal services during and at the conclusion of the event. Necessary supplies and services include: trash containers, roll off containers, dumpsters, recycling containers and the crews to remove full containers of liners, and replace them with fresh liners. Also needed are crews to restore the venue to its original beauty, meaning removal of trash from streets, parking lots, parking garages, curbs, city property, county property and federal property. Street sweeping is recommended the day before the event and the evening after tear down.

BREAKAWAY MILE

Background: Four cities will be chosen to host Breakaway Mile events, which include a pre-event reception and an approximately one mile walk along the race course that crosses the finish

line (prior to the pros) to honor the millions of cancer survivors worldwide as part of the *Breakaway from Cancer*® initiative. Approximately 150 community members -- cancer survivors, patients, caregivers and advocates -- will be included in this activity.

The Host City is financially responsible for the following:

- Indoor meeting space for a pre-event accommodating 150 guests in a location near the race course (ideally approximately 0.75 – 1 mile from the finish line). The meeting space must include seating; a podium and sound system with microphone; and three (3) skirted tables for check-in. Light refreshments may also be requested including beverages and finger sandwiches, fruit, cookies, etc.
- Marching band or other ancillary participation creating a highly visual and compelling element included in the Breakaway Mile walk along the race course
- Partner with the *Breakaway from Cancer* team to conduct community outreach to secure Breakaway Mile participants. This could include local community outreach to organizations involved in the cancer community

AWARDS CEREMONY

- LOC will provide ten (10) floral bouquets to be used in the awards ceremony
- Floral bouquets should arrive on-site approximately three hours before the race Finish

*Additional details regarding the Awards Ceremony and LOC Opportunities will be provided during the planning process

HOTEL ACCOMMODATIONS - ROOM BLOCKS (OVERALL START)

The Host City is FINANCIALLY RESPONSIBLE for all costs associated with the following room allocations:

TWO PEAK NIGHTS FOR ENTIRE ENTOURAGE:

- 1500 rooms (60/40 ratio of doubles/single rooms)
 - Hotel-related parking expenses

*note rooms can be spread across multiple nights

NIGHT BEFORE THE OVERALL START FOR ADVANCE CREW AND STAFF:

- 280 rooms (60/40 ratio for doubles/single rooms)
- Hotel-related parking expenses

THE TOTAL NUMBER OF ROOMS THAT ARE NEEDED 8 DAYS BEFORE THE OVERALL START:

The Host City must secure the remaining rooms at \$90, all-inclusive room rate (including local and state taxes and fees):

* Please note that the room block captures staggered arrival beginning 8 days out. Below are the estimated rooms that will be used in total:

<u>Date</u>	<u># of Hotel Rooms</u>
Sunday	20 rooms (60/40 ratio of doubles/single rooms)
Monday	20 rooms (60/40 ratio of doubles/single rooms)

Tuesday	20 rooms (60/40 ratio of doubles/single rooms)
Wednesday	230 rooms (60/40 ratio of doubles/single rooms)
Thursday	230 rooms (60/40 ratio of doubles/single rooms)
Friday	720 rooms (60/40 ratio of doubles/single rooms)
Saturday	720 rooms (60/40 ratio of doubles/single rooms)
Sunday	550 rooms (60/40 ratio of doubles/single rooms)

HOTEL REQUIREMENTS:

- No more than three hotel properties
 - Tour will work with LOC approve and assign properties for each functional area
- Hotels must be a minimum of a 3-star hotel property and provide television viewing of the Tour's broadcast partner's network
- Hotels must be located in close proximity to each other
- Hotels must be full-service properties with banquet facilities, and carry the Tour's broadcast partner network
- Hotel properties must be pre-approved by AEG

SITE VISIT/LOC ROOMS:

The Host City is financially responsible for providing the Tour with 60 hotel room nights to be used anytime from September 1, 2012 – July 1, 2013.

MEALS

TEAM DINNER – The Host City is financially responsible to provide three (3) dinners for athletes and team support personnel only (approximately 350 people) for three consecutive nights: Friday night, the night before the Overall Start (Saturday) and the night of the Overall Start (Sunday), based upon menu specifications provided by the Tour's Operations Director. The dinner should be served at the Team Hotel.

STAFF PER DIEM – A dinner per diem of \$15 (per person) should be provided for staff of 410 people. (if coupons are used, they must be valid at Tour entourage hotel properties)

TEAM BREAKFAST – The Host City is financially responsible to provide three (3) breakfasts for athletes and team support personnel only (approximately 350 people) for three consecutive mornings: Friday morning, the morning before the Overall Start and the morning of the Overall Start (Sunday). The Tour's operations director will provide a specific menu for the team breakfast. The breakfast will be served at the Team Hotel.

MEDIA LUNCH – The Host City is financially responsible to provide a lunch the day of the Overall Start, for approximately 175 working media. The lunch should be served adjacent to the designated media workroom.

TEAM/STAFF BOXED LUNCHES – The Host City is financially responsible for providing (600) boxed lunches for two (2) days for the teams and staff, to include (but not limited to): sandwich, fruit, chips, cookies. Sandwich choices to include three varieties plus a vegetarian (small percentage vegetarian). The Tour will provide a box lunch RFP to assist with soliciting local caterers/restaurants.

TOUR HOSPITALITY PROGRAM

The Host City is financially responsible for procuring local catering services, to cover the following areas, as it pertains to the official Tour VIP Hospitality tent, an all-inclusive tent with services for approximately 1000 people (final guest count to be confirmed by ATOC the Friday before the Tour starts).

- VIP Hospitality is to include high-end faire for guests including ATOC official partners, VIPs and local VIPs/dignitaries and must include up 7 items, 3 of which are to be hot items. Final menu subject to ATOC/AEG approval
- Overall Start City caterer is to be contracted 90 days prior to the race and caterer to begin coordination and preparation with ATOC team within 60 days of the event
- Caterer to provide all necessary serviceware, utensils, serving plates, cups, etc. for all food and beverage preparation, service and guest usage
- Caterer to provide professional contracted Wait/Service Staff to serve the breakfast (not volunteers)
- Floral arrangements for tables (subject to ATOC/AEG approval)
- Caterer to provide all ice as well as ice bins for cold beverage storage
- The Tour will provide the tenting, décor, tables and chairs, including set-up and tear-down
- Once the hospitality tent closes the Overall Start Host City will be responsible for the clean up and removal of all trash, recyclables and left-over food & beverage within the hospitality tent through a contracted trash removal service

*The Tour will provide a catering "Request for Proposal" Document, Outlining Specifics

AUXILIARY SPACES

The Host Cities are responsible for providing the following auxiliary spaces:

RACE OFFICE (4 days in advance of race through race day) – Requires approximately 500 to 1,000 square feet and should be located at the Headquarter Hotel. Must have power and wireless internet access.

MEDIA OFFICE – (3 days in advance of race – could be same specs as the race-day media workroom if this space logistically works out) – Requires a minimum of 1,000 square feet of space and must be inside the headquarters hotel - Note, this space will need to be expanded to 2,000 square feet on race day if it is to be the same location.

- 100 chairs
- Twenty-five (25) 6' skirted tables
- Twelve (12) 110V outlets and power strips for 8' tables
- Two (2) high speed color copiers which collate and staple, and 3,000 sheets of paper for printing needs. Copiers will be delivered and installed in the media office and should

print a minimum of 30-50 pages per minute. Copiers should come with a service agreement that includes on-site maintenance, if necessary. (Note, these can be moved to press day office)

- One (1) dedicated phone line
- Two (2) T1 lines or capacity to accommodate 175 users, whichever is greater.
- A minimum of four (4) 32-port, wireless routers and a booster available as much as 24 hours in advance
- Cable or satellite service that provides the NBC Sports Network as part of the package hooked up to each television in the media center
- One (1) screen and projector to be hooked up to a laptop computer to project computer images
- Two (2) HD televisions (each a minimum of 46 inches in size each) to project live race coverage
- Trash and recycling receptacles
- Four (4) volunteers to assist press room operations staff

STAFF PROCESSING SPACE – (4 days in advance of race through race day) - Requires approximately 2,000 square feet, located in or near the Headquarter Hotel and must be secure space.

MEDIA WORK ROOM (Race Day) – Must be in close proximity to the finish line area (no more than 100 meters from finish line). Requires approximately 2000 square feet. Workrooms will need to remain operational until at least six (6) hours after the end of the race.

The Media Work Room must have the following:

- 150 chairs
- Fifty (50) 6' skirted tables
- Fifteen (15) 110V outlets and power strips for each table (50)
- Two (2) high speed color copiers which collate and staple, and 3,000 sheets of paper for printing needs. Copiers will be delivered and installed in the media office and should print a minimum of 30-50 pages per minute. Copiers should come with a service agreement that includes on-site maintenance from 9 AM – 9 PM on day of event
- Two (2) dedicated phone lines
- Two (2) T1 lines or capacity to accommodate 150 users, whichever is greater.
- A minimum of four (4) 32-port, wireless routers and a booster available as much as 24 hours in advance
- Cable or satellite service that provides the NBC Sports Network as part of the package hooked up to each television in the media center
- One (1) screen and projector to be hooked up to a laptop computer to project computer images
- Four (4) televisions (each a minimum of 46 inches in size each) to project live race coverage
- Sufficient trash and recyclable cans
- Four (4) volunteers to assist press room operations staff

PRESS CONFERENCE AREA

- Requires approximately 2,000 square feet; minimum
- 100 chairs arranged theatre style
- Three (3) 8-foot skirted tables for dais
- 18-foot risers with platform for dais
- Four (4) 110V outlets with power strips
- One (1) working phone/phone line (for teleconference capabilities, if needed)
- Security to monitor/check credentials

*The Tour will provide a mult-box, microphones and a sound system.

** The Tour's media operations team will provide a schematic with details regarding the press conference and media work room.

KICK-OFF PRESS CONFERENCE MEDIA LUNCHEON (prior to press conference) – The Host City is financially responsible for providing a buffet-style lunch for approximately 175 media, prior to the kick-off press conference. Luncheon should be in room adjacent to press conference area. Menu must be submitted to race organizers for approval two weeks prior to event.

GREEN ROOM – A separate green room for Press Conference participants with catering for 25

MEDICAL OFFICE (1 day in advance of race through race day) – Suite at the Headquarter Hotel or meeting room at the team hotel with a nearby bathroom.

BUILD CREW SIGNAGE ROOM (5 days in advance through race day) – An indoor location, approximately 800 square feet, on the GROUND FLOOR, with easy access from the street to unload, inventory and sort a ton of signage. Preferably at the hotel for the start/finish crew.

ALL-STAFF MEETING SPACE (1 day in advance of race through race day) – Requires approximately 1,500 square feet (can be the same room as the kick-off press conference) with theater-style seating for 600 people.

AD-HOC MEETING SPACE (4 days in advance of race through race day) – Requires approximately 1,000 square feet at the Headquarter Hotel with classroom seating for 70 people and a podium. This room is used for event managers meetings.

ADDITIONAL MEETING SPACE - THREE ROOMS (1 day in advance of race) - Three meeting rooms requiring approximately 1000 square feet, each allowing for classroom seating for 70 people in each. These rooms are used for the multiple functional group and race officials meetings.

STORAGE SPACE FOR DELIVERIES (6 days in advance of race through race day) – Requires approximately 1,500 square feet near or at the Headquarter Hotel with staffing to accept and distribute deliveries.

BICYCLE STORAGE (3 days in advance of race through race day) – Requires approximately 1,500 square feet that can accommodate all team bicycles and can be locked and secured.

T1 LINES – The Host City is financially responsible for delivering an open internet connection to the TV compound with minimum upload speeds of 3.0 Mbps, and 2 telephone lines (this is in addition to the press room needs).

GALA/OFFICIAL TEAM PRESENTATION – The Overall Start City is financially responsible for organizing and executing the official Team Presentation Gala. This includes securing the venue, dinner, entertainment, all rentals, etc. In addition, a portion of the proceeds need to benefit *Breakaway from Cancer*®.

*the Tour will provide a document outlining the specific requirements and deliverables

PARKING REQUIREMENTS

The Overall Start Host City is obligated to provide suggested directions to each parking area and assist with the following parking:

VEHICLE PROCESSING LOT – (7 days in advance of race through race day) – Must have capacity for 145 vehicles and 25 trucks with 24-hour access. Must be within walking distance of the Headquarter Hotel. The LOC is responsible for providing hired Security for this lot, from 7 pm – 7 am, starting 7 days out from the Overall Start through race day.

* A 500 lb warehouse forklift must be available with the Vehicle Processing Lot.

TEAM PARKING AND MECHANICS WORK AREA – (5 days in advance of race through race day) – Requires a sizable portion of the Headquarter Hotel parking lot with HIRED overnight security. Security hours of operation are 7 pm – 7 am 3 days in advance of the Overall Start through race day. Each team travels with a motor coach, trailer and support vehicle, and additional space is needed for mechanics to work on bikes. Must have access to water and power.

TEAM PARKING (FINISH LINE) – Requires a sizable lot (approximately 160 parking spaces) in close proximity to the Finish Line, to accommodate team vehicles. Each team travels with a motor coach, trailer and support vehicles.

VIP PARKING – Requires parking for approximately 250 vehicles adjacent to the finish line location.

FESTIVAL EVENT PARKING – Requires parking within close proximity of the start/finish area for approximately 150 vehicles for event and festival vendors.

MEDIA PARKING – Parking for 175 vehicles within close proximity of the press workroom/press conference.

BREAKAWAY MILE PARKING – Requires parking for approximated 100 vehicles adjacent to the finish line location.

STAFF EVENT PARKING – Requires parking for approximately 75 vehicles adjacent to the finish line location.

CREW PARKING – Parking must be secured for the construction crew vehicles at the Overall Start location with HIRED security.

CREW SECURITY – Security must be provided for the build crew graveyard shift and should begin the evening prior to the event to watch over equipment and crews. Hours of Security Operation are 7 pm – 7 am and include the TV Compound and Overall Start footprint.

OTHER

The Host City is responsible for securing the following:

- **MEDIA WORKSPACE** – A room to accommodate media check-in and working space for up to 50 journalists shall be provided adjacent to the start line
- **T1 LINES** – A minimum of a two (2) additional T1 Lines established at the start line (to be mutually determined). A T1 line can handle a high speed Internet connection speed of 1.544 Mbps (total of 3 Mbps download speed)
- **COFFEE** – coffee for up to 30 people should be provided at the Media Check-In tent 1 hour prior to the Start of the Race.

RECYCLE PROGRAM

The Amgen Tour of California is committed to being a responsible and green event. As such, Host Cities should provide sufficient means of recycling for all areas of the event. Clearly marked recycling bins should be placed at every trash can to encourage participants to recycle. Host Cities should provide dumpsters for recyclables only and make all ATOC staff aware of the location of these dumpsters to ensure proper disposal of recyclables. These must be provided within the entire footprint. (ex: hospitality, start/finish festival, etc.)

VOLUNTEER PROGRAM

The Host City will be responsible for securing and organizing local volunteers for the Tour. Volunteers will assist the Tour and the LOC with coordinating activities on the day of the event. Each Host City will have different volunteer requirements, but the total number of volunteers is typically 400 to 500 per Host City.

If LOC decides that volunteer check-in, for start or finish, is at a location other than the start or finish line location, then LOC is responsible for its own infrastructure (tents, tables, chairs, generators). The Tour will not provide these items to satellite locations.

*Please note you may be asked to extend the volunteers a short distance beyond the city limits.

EXHIBIT B

TOUR SPONSORS

Please note that there are policies regarding the local sponsorship sales in a variety of product categories. In some cases, certain categories have already been "exclusively" sold, some categories are currently unavailable and others may potentially become available at a particular calendar date. AEG Cycling will inform all Host Cities regarding any additions/deletions made based on National Sponsorship. Please contact the Tour representatives before making any commitments or have questions about any potential local sponsorship sales.

*subject to change

Exclusivity	Apparel/Footwear Automobile (Nissan) Beer (Michelob Ultra) Beverage (Water/Soda/Energy/Isotonic) Biotechnology (Amgen) Coffee Footwear Freeze Dried/Dehydrated Produce (Crunchies) Energy Bar/Drink Banking and Financial Services (Rabobank) Health Insurance (UnitedHealthcare) Insurance (Auto/Home/Life) Nutrition Company (Bars/Gels/Recovery Drinks/Supplements, etc.)
Category Hold	Airline Consumer Electronics (personal electronics, wireless hardware, etc.) Consumer Product Goods Credit Card Electronics Retailer Gas/Convenience Grocery Home Improvement Health Foods/Snacks Personal Security Software/IT Solar/Wind Energy Home Improvement Web Portal/Search Engine Wireless Carrier
March 15 Release	Airline Credit Card Electronics Retailer Health Foods/Snacks Home Improvement Gas/Convenience Personal Security Solar/Wind Energy Home Improvement Web Portal/Search Engine Wireless Carrier
Permanently unavailable	Firearms Gaming/Gambling Pornography Spirits/Hard alcohol Tobacco

EXHIBIT C

Tour Marks



HORIZONTAL PRIMARY



VERTICAL PRIMARY



HORIZONTAL ON DARK BACKGROUND



VERTICAL ON DARK BACKGROUND



HORIZONTAL BLACK & WHITE



VERTICAL BLACK & WHITE



Pantone 1245C



AMGEN BLUE



CMYK 6,35,99,18



CMYK 91,43,0,0

EXHIBIT D

Host Marks

(to be inserted)

EXHIBIT E

Sample Form of Event Release

See Attached

2011 USA Cycling Amgen Tour of California Event Release Form

The following event release form has been approved by USA Cycling, Inc. If reproduced, it must be in a minimum of 10 point type and retain the exact same formatting.

PLEASE COMPLETE THE FOLLOWING INFORMATION

TODAY'S DATE _____
EVENT NAME _____
EVENT DATE(S) _____
RACE(S)/ACTIVITY(IES) ENTERED _____
CLUB/TEAM NAME _____
ANNUAL LICENSE # _____
RACING AGE (as of December 31, 2011) _____
NAME _____
ADDRESS _____
CITY _____ ST _____ ZIP _____
PHONE _____ E-MAIL _____
EMERGENCY CONTACT _____
EMERGENCY CONTACT PHONE _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT AND USA CYCLING, INC. (USAC), ITS ASSOCIATIONS (THE UNITED STATES CYCLING FEDERATION (USCF), NATIONAL OFF ROAD BICYCLE ASSOCIATION (NORBA), NATIONAL COLLEGIATE CYCLING ASSOCIATION (NCCA), U.S. PROFESSIONAL RACING ASSOCIATION (USPRO), AND BMX ASSOCIATION (BMXA), USA CYCLING DEVELOPMENT FOUNDATION (USACDF), AEG CYCLING, LLC, ANSCHUTZ ENTERTAINMENT GROUP, INC., AMGEN INC., MEDALIST SPORTS, LLC, UNION CYCLISTE INTERNATIONALE, STATE OF CALIFORNIA, EACH HOST, EACH HOST CITY, EACH HOST VENUE, LOCAL ORGANIZING COMMITTEES, AND ALL OTHER SPONSORS OF THE RACE, THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Releasees or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following

contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a rider, official, coach, mechanic, volunteer, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: dangers associated with man made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including potholes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others. THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW,** which I have or which may

substances prohibited by Releasees' rules would make me subject to penalties including, but not limited to, disqualification and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which satisfies the requirements of the Releasees' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or

Signature of Entrant _____ AGE _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT. In consideration of allowing my Child to participate, I consent to the contract and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, and our heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW, I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian _____

RESOLUTION NO. 2012-188

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
MODIFYING THE CITY OF ESCONDIDO
FUND BALANCE POLICY GENERAL FUND
RESERVE FOR THE PURPOSE OF
PROVIDING SEED FUNDING FOR INITIAL
EXPENSES RELATED TO THE 2013 AMGEN
TOUR OF CALIFORNIA

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Escondido has adopted Resolution No. 2012-151, the Fund Balance Policy; and

WHEREAS, the Fund Balance Policy provides that the City Council may commit funds for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, the City Council has determined that the General Fund Reserve balance be established at \$21,800,975; and

WHEREAS, Escondido was selected as the official start of the 2013 Amgen Tour of California to be held on May 12, 2013 and has committed to fulfilling the terms of an agreement with AEG Cycling, LLC; and

WHEREAS, the City Council desires at this time and deems it to be in the best

public interest to provide seed funding in the amount of \$100,000 for initial expenses related to Escondido's serving as the official start of the 2013 Amgen Tour of California; and

WHEREAS, this initial funding is to be reimbursed through solicited sponsorships.

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

1. That the above recitations are true.
2. That the City Council hereby establishes and approves the new balance of the General Fund at \$21,700,975 as of the date of this Resolution.
3. That \$100,000 will be added to the Capital Improvement Budget to fund initial expenditures associated with the 2013 Tour of California.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Amy Shipley, Older Adult Services Manager

SUBJECT: Older Adult Services Budget Adjustment

DESCRIPTION OF REQUEST:

It is requested that Council approve a transfer of \$3,252.00 from the Joslyn Trust to the general fund for the purchase and installation of mirrors in room #3 at the Park Avenue Community Center – Home of the Escondido Senior Center.

Additionally, we request Council authorize the City Manager and Director of Finance to make the necessary adjustments to the Older Adult Services budget.

RECOMMENDATION:

Approval

FISCAL ANALYSIS:

The \$3,252.00 budget transfer will allow staff to add mirrors to room #3. Room #3 is a multi-use room designed to offer wellness programs, art, music, and dance programs for older adults at the Escondido Senior Center. The transfer will come from the Joslyn Trust and will have no impact on the general fund.

BACKGROUND:

The mission of the Escondido Senior Center is to provide healthy, vibrant living through meaningful social and community connections. Our main goal is to foster independence and vitality through participation in programs and services that offer lifelong learning, social, and volunteer opportunities. The senior center is open to all active, independent adults 50 and over.

The Joslyn Trust was established as a way to accept donations from organizations and individuals. These donations are designated for the provision of senior services including programs and equipment for the center.

Respectfully submitted,

AMY SHIPLEY

Older Adult Services Manager

KAREN WILLIAMS

Program Administrator



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 19, 2012

Department: Community Services

Division: Older Adult Services

Project/Budget Manager: Amy Shipley 6269
Name Extension

Council Date (if applicable): December 19, 2012
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Joslyn Trust Fund	2108- 748 ⁰⁰¹	\$	\$ 3,252.00
Professional Services/Contracts	5131-001-105	3,252.00	
Contributions	4603-001	3,252.00	

When requesting new capital project numbers;
please select one or more coinciding activity(s):

- ☐ 89000 – Survey
☐ 89001 – Right-of-Way
☐ 89002 – Design
☐ 89003 – Environmental
☐ 89004 – Drafting (CAD)

- ☐ 89005 – Administration
☐ 89006 – Inspection
☐ 89007 – Material Testing
☐ 89008 – Construction Design
☐ 89009 – Construction
☐ 89010 – Repair & Maintenance

Explanation of Request:

Transfer from the Joslyn Trust Fund to the Older Adult operating budget will provide funds to add mirrors to room #3 at the Esccondido Senior Center. This will allow staff to expand programs for older adults ages 50+.

APPROVALS

Department Head

Date

City Manager

Date

Finance

Date

City Clerk

Date

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council
FROM: Jo Ann Greenberg, City Librarian
SUBJECT: California State Library LSTA FY 2012/2013 Eureka Leadership Grant

RECOMMENDATION:

It is requested that Council approve a \$5,000 grant from the California State Library.

FISCAL ANALYSIS:

There will be no impact to the General Fund. Funding will come from the California State Library award for \$5,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Community Outreach

PREVIOUS ACTION:

N/A

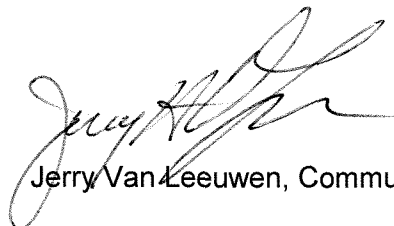
BACKGROUND:

The Library will be receiving a California State Library LSTA award grant in the amount of \$5,000. The project's working title; *Pop Up Podcast: Mobile Teen Programming* will utilize the library van to travel to where teens, ages 13-18, will participate in a weekly series of structured after-school activities centered on audio-production. Teens will be learning valuable 21st century job and communication skills by learning how to create a podcast using skills that incorporates identification and use of equipment and editing, software, selection and incorporation of music, interviewing techniques, and the art of storytelling. Most of the grant money will be used for marketing materials, recording equipment, podcast subscriptions, and other supplies.

Respectfully submitted,



Jo Ann Greenberg, City Librarian



Jerry Van Leeuwen, Community Services Director



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 19, 2012
Department: Community Services
Division: Library
Project/Budget Manager: Jo Ann Greenberg 760-839-4834
Name Extension
Council Date (if applicable): December 19, 2012
(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
CA State Library LSTA Grant	4128-401-New	5,000	
Pop Up Podcast	0000-401-New	5,000	

Explanation of Request:

The Community Services Department is requesting a budget adjustment in order to establish a project, to track funding for the FY 12/13 LSTA Eureka Leadership grant award of \$5,000 from the California State Library.

APPROVALS

Department Head

Date

City Manager

Date

Finance

Date

City Clerk

Date

Distribution (after approval):

Original: Finance

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Jo Ann Greenberg, City Librarian
Jerry Van Leeuwen, Director of Community Services

SUBJECT: Consulting Agreement with Group 4 Architecture, Research + Planning, Inc. for Conceptual Design of the Library and Technology Center Plan

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-190 approving a consulting agreement with Group 4 Architecture, Research + Planning, Inc. in the amount of \$161,135 for the conceptual design for the Phase I expansion of the Escondido Public Library.

FISCAL ANALYSIS:

The Library and Technology Center conceptual design was approved in the 2012/13 Capital Improvement Program and Budget in the amount of \$200,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance.

PREVIOUS ACTION:

At the City Council meeting of June 20, 2012, \$200,000 was approved as part of the Capital Improvement Program to move forward with a conceptual design plan for Phase I expansion of the Escondido Public Library.

BACKGROUND:

Design services were solicited for the Library and Technology Center conceptual plan through a general request for qualifications in September of 2010. Statements of qualifications were submitted by fifteen different consulting firms. After consideration of formal proposals, interviews and site visits, the firm of Group 4 Architecture, Research + Planning Inc., together with their team of sub-consultants, was selected as the best qualified consulting firm.

The Project is for the conceptual design for the Phase I expansion of the Escondido Main Library, that will include the reorganization of the 40,000 square foot existing library and a new addition of approximately 30,000 – 40,000 square feet to create an integrated library campus and technology center. The project includes site design for the entire library “block” bounded by Second and Third Avenues and Broadway and South Kalmia Streets. Included in the project will be the determination to keep or remove the approximate 8,000 square feet Mathes Community Center at 247 South Kalmia Street and if removed, the inclusion of some or all of its functions into the library project. The project includes master planning for a later project, Phase II, in which the new addition may be expanded as a replacement for the existing library.

The initial Scope of Basic Services is for limited architectural services to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City.

Respectfully submitted,



Jo Ann Greenberg, City Librarian



Jerry Van Leeuwen, Director of Community Services

RESOLUTION NO. 2012-190

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 CONSULTING AGREEMENT FOR
DESIGN PROFESSIONALS WITH GROUP 4
ARCHITECTURE, RESEARCH + PLANNING,
INC. FOR CONCEPTUAL DESIGN FOR THE
LIBRARY AND TECHNOLOGY CENTER

WHEREAS, the City staff selection committee conducted a thorough consultant selection process by a general solicitation for statements of qualifications and formal proposals from prospective consultants; and

WHEREAS, at the conclusion of the selection process, the City staff committee determined that the consulting firm of Group 4 Architecture, Research + Planning, Inc., together with their proposed sub-consultant team, was the best qualified consultant for design services and preparation of construction documents for the conceptual design of the Library and Technology Center plan; and

WHEREAS, the Director of Community Services recommends the execution of a Consulting Agreement for Design Professionals ("Agreement") with Group 4 Architecture, Research + Planning, Inc.; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Community Services.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Group 4 Architecture, Research + Planning, Inc for Project. A copy of the Agreement is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
CONSULTING AGREEMENT FOR DESIGN PROFESSIONALS

(ONLY for licensed architects, landscape architects, professional engineers, and professional land surveyors who are performing design services for the City)

This Agreement is made this _____ day of _____, 2012.

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

And: GROUP 4 ARCHITECTURE, RESEARCH + PLANNING
211 Linden Avenue
South San Francisco, California 94080
Attn: David Schnee
650-871-0709
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant for the Conceptual Design of the Library and Technology Center Plan to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City; and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

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

1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.

2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment B," in the sum of \$161,135.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own costs, 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 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience

of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

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 Automotive 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 CONSULTANT's work including its ongoing 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, CONSULTANT 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.
9. Indemnification. CONSULTANT (which in this paragraph 9 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, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of this Agreement, excepting only those claims resulting from the sole negligence, active negligence or intentional misconduct of CITY, its employees, officials, or agents, not including CONSULTANT;
 - b. Any personal injuries, property damage or death that CONSULTANT 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 CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void.
 11. 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.
 12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
 13. 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.
 14. 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 by CITY because any other provision has been waived, in whole or in part.
 15. 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.
 16. 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.
 17. 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.
 18. 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.
 19. 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, at the address first above written.
 20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT 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. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform 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 CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an 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. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Jerry Van Leeuwen
Community Services Director

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

GROUP 4 ARCHITECTURE, RESEARCH +
PLANNING
211 Linden Avenue
South San Francisco, California 94080

David Schnee

Principal

*(The above signature must be not
Signature*

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

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

ATTACHMENT A

SCOPE OF SERVICES

ESCONDIDO LIBRARY AND TECHNOLOGY CENTER

Escondido Public Library

City of Escondido

I THE PROJECT

- 1.0 The Project is for the conceptual design for the Phase I expansion of the Escondido Main library that will include the reorganization of the 40,000 square foot existing library at 239 South Kalmia Street, Escondido, CA 92025 and a new addition of approximately 30,000 – 40,000 square feet to create an integrated library campus and technology center. The project includes site design for the entire library “block” bounded by Second and Third Avenues and Broadway and South Kalmia Streets. Included in the project will be the determination to keep or remove the approximate 8,000 square foot Mathes Community Center at 247 South Kalmia Street and if removed the inclusion of some or all of its functions into the library project. The project includes master planning for a later project Phase II in which the new addition may be expanded as a replacement for the existing library.
- 2.0 The initial Scope of Basic Services is for limited architectural services to update the building program, receive community input, create conceptual site and building options for the Project, assistance to the City to select a preferred option, and development of cost and assistance with CEQA to be the basis for development of funding for the Project by the City.
- 3.0 The Consultant team shall include the services of prime consultant architect and planner Group 4 Architecture, Research + Planning, and the following sub-consultants: landscape architecture, SWA Group; cost planning, Davis Langdon; and historical assessment, Archaeos..
- 4.0 In selecting the Consultant, the City recognizes that the Consultant has the qualifications to provide full planning, architecture, and interior design services including schematic design, design development, construction documents, bidding, construction administration, and post-construction phase services. The City, at its discretion, may choose to amend this contract to add these services to the Consultant's Scope of Services for Additional Compensation if mutually agreed to by the City and the Consultant.

II SCOPE OF BASIC SERVICES

1. Task 1 Building Program Update

- 1.1. Orientation: The Consultant shall meet with Project Management Team (PMT) to review progress to date; review pre-design process and communications plan; identify/update on city and planning issues including General Plan policies; and identify and prioritize project goals.
- 1.2. Building Program Update
 - 1.2.1. The Consultant shall update the current building program by adding language to reflect the campus concept and recently adopted General Plan Quality of Life Standards and Policies, to include the latest and most forward-thinking trends in technology, library services delivery and sustainability.

- 1.2.2. The Consultant shall re-evaluate functional relationships in light of a two-building concept of existing plus new building.
- 1.2.3. The Consultant shall gather additional public input into the library plan to find out what residents want in their library.
- 1.2.4. The Consultant shall provide information on and incorporate the latest thinking in terms of future library services, flexible and innovative public spaces, sustainable operations and green design.
- 1.2.5. If the preferred site option proposes the removal of the existing Mathes Center, then the Consultant shall incorporate into the design the Library the Pioneer Room local history functions and consideration of incorporating and/or relocating the current Recreation Department uses.

1.3. Deliverables

Updated building program – In summary spreadsheet format that includes:
Library expansion

Parking
Mathes Center strategy

1.4. Meetings

- 2 Task Force Meetings/workshops
- Community Meeting
- 3 Project Management Team Meetings

2. Task 2 CEQA and Entitlements

- 2.1. The City will take the lead in preparing CEQA clearance documentation. It is anticipated that CEQA clearance will be obtained by the city preparing an addendum to the 2001 library project Negative Declaration or a new or recirculated negative declaration
- 2.2. The Consultant shall provide a new project description and other project data appropriate to the conceptual design phase.
- 2.3. The Consultant shall consult with the Escondido Planning Division and assist in their completion of an updated preliminary CEQA review.
- 2.4. The Consultant shall prepare an historical background study and significance assessment for the Mathes Center as defined under the California Environmental Quality Act and in accordance with the requirements of the City of Escondido. The scope of this study includes a chain of title search, archival research, a field check of the property, and preparation of appropriate documentation and DPR forms to be submitted to the City of Escondido. This study and assessment will be used by the project team to confirm what mitigations, if any, may be required to remove the Mathes Center building.
- 2.5. Traffic Study: The Consultant shall update the 2002 traffic study for up to three signalized intersections, seven unsignalized intersections including the project driveways, and six roadway segments. The Consultant shall provide the following services.
 - 2.5.1 Data Collection and Field Reconnaissance. The Consultant shall collect a.m. and p.m. peakhour turning movement counts at the existing study intersections and roadway segments within the vicinity of the project site. This scope assumes that up to ten AM and PM peak-hour turning movement counts and up to six 24-hour roadway segment counts will be required. Additionally, observe existing roadway conditions in the project site vicinity.

2.5.2 Traffic Generation Distribution and Assignment: The Consultant shall estimate the project trip generation based on the site plan provided by the Client and on the San Diego Association of Government (SANDAG) trip generation rates. The project trip distribution will be based on observed traffic patterns in the vicinity of the project site and on discussions with City staff. Assign project traffic accordingly.

2.5.3 Capacity Analysis: The Consultant shall conduct an intersection and roadway segment analysis at the identified locations agreed upon in Task 1 for the following traffic scenarios: Existing, Near Term, Near term Plus Project, Buildout, Buildout Plus Project.

2.5.4 Documentation: The Consultant shall summarize the key assumptions and findings of the foregoing analysis in a draft traffic impact analysis with appropriate exhibits and appendices. The Consultant shall summarize parking requirements for the new building and compare those requirements to the available on-site parking. The Consultant shall respond to a consolidated list of local agency comments to the draft traffic study and provide a final traffic study.

2.5.5 Should additional locations be identified during the meeting, analysis of those additional locations can be completed as Additional Services.

2.6. Additional technical studies may be directed as Additional Services.

2.7. Deliverables

Project data and inputs for CEQA checklist.
Mathes Center Historical Background Study and Significance Assessment
Traffic Study

2.8. Meetings (some concurrent with meetings of other phases)

Coordination meetings with Planning Department
Project Management Team meetings
Attend up to two project-related meetings to present and discuss the results of the traffic analysis.

3. Task 3 Conceptual Design

3.1. In this phase the Consultant will develop and evaluate options for the disposition of the site, library building entry orientation, parking and service access, quantity and layout of parking, plazas, site features and landscape, and the disposition of the Mathes Center. The Consultant will also synthesize the updated program into the conceptual design. Floor plan options will be developed for evaluation by the Library Technical Team and Library Task Force. The Consultant will meet with the Building Official to confirm building code strategy as well as requirements for emergency access, security, and fire protection. The Consultant will develop massing and refined 3D animations. The Consultant will gather input from the community and commissions and refine the design.

3.2. The Consultant shall develop up to 3 alternative preliminary building and site designs based on the updated building program, including the preparation of functional layouts, the resolution of code issues, provision of required parking and circulation, and estimated cost models for alternatives. At least one alternative must include a flexible space concept.

- 3.3. The Consultant shall develop a sustainable design strategy that incorporates energy efficiency, solar energy production, water conservation, and other approaches, and identifies options for LEED certification if desired by the City.
- 3.4. The Consultant shall present/discuss alternative designs and recommendations in workshops with the public, the City Appearance Committee and the City Council.
- 3.5. The Consultant shall refine the selected design and prepare Conceptual Design graphics including diagrammatic renderings conforming to space needs as detailed in the updated Building Program.
- 3.6. The Consultant shall provide a preliminary plan and drawing for Phase II of the selected design, including how it ties into Phase I and a parking plan.
- 3.7. The Consultant shall develop a project computer model, a Powerpoint presentation and a one page two sided handout for community information.
- 3.8. The Consultant shall prepare additional communication / presentation materials as directed by the City that may include video presentation, illuminated physical presentation model, mailers or other materials that can be accomplished within the communication allowance funds.
- 3.9. Deliverables
 - Building and Site Plan Options
 - Preferred Building and Site Plan
 - Phase 2 Library Expansion Plan
 - Digital Model, PowerPoint Presentation and Handout
 - Cost Model
- 3.10. Meetings (some concurrent with meetings of other phases)
 - 4 Task Force Meetings/workshops
 - 4 Project Management Team Meetings
 - Community Meeting
 - City Appearance Committee presentation
 - City Council Meeting

III. ADDITIONAL SERVICES

The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services, Optional Services and Reimbursable Expenses.

- Preparation of design options beyond those specified in Basic Services.
- Project Meetings beyond those specified in Basic Services
- Preparation of communication materials beyond those included in Basic Services.
- Public Opinion Surveys or Polls
- CEQA or EIR services beyond those listed in Basic Services, including but not limited to cultural/historic resource consulting, environmental studies, CEQA filing preparation.
- Conceptual engineering studies including but not limited to soils, geotechnical, civil engineering, site surveying, structural, mechanical, electrical, plumbing, fire protection, audio visual, data, telecommunications, security, signage.
- Hazardous Material Assessment or Mitigation Planning
- Environmental Assessment (Phase 1 or Phase 2)
- Analysis of other buildings or sites.

- Real Estate services including but not limited to property assessment, lease or purchase representation or negotiation services
- As Built drawings – measuring or surveying existing conditions.
- Energy modeling
- Public finance consulting
- Bond Council
- Schematic Design,
- Design Development,
- Construction Documents
- Bidding and Award Phase Services
- Construction Administration
- Post Construction Services

ATTACHMENT B

COMPENSATION

ESCONDIDO LIBRARY AND TECHNOLOGY CENTER

Escondido Public Library

City of Escondido

1.0 COMPENSATION FOR BASIC SERVICES

- 1.1 For the Basic Services described in Exhibit A Task 1 through Task 3 the CITY shall pay CONSULTANT a total fee in the amount not to exceed One Hundred Sixty One Thousand One Hundred Thirty Five Dollars (\$161,135.00).

- 1.1.1 For the Basic Services described in Exhibit A Task 1 through Task 3 the CONSULTANT shall invoice for these services monthly for the percent complete of each phase:

Basic Services:

Task 1:	Building Program Update	\$29,910
Task 2:	CEQA and Entitlements	\$34,530
Task 3:	Conceptual Design	<u>\$86,695</u>
	Total Basic Services	\$151,135

- 1.1.2 Communication/ Presentation Materials Allowance

For materials described in Attachment A, Section II Task 3.7 when directed by the CITY in writing, the CITY will pay the CONSULTANT on a time and materials basis or at a mutually agreed upon amount, not to exceed Ten Thousand Dollars (\$10,000.00).

- 1.1.3 Adjustments to Scope of Work: Minor adjustments in the scope of work and fee in each phase and between phases may be made if approved by both the CITY and the CONSULTANT. Such authorization must be in writing by the CONSULTANT and CITY. In no case can the total fee of this Agreement be increased without a Contract Amendment.

2.0 COMPENSATION FOR REIMBURSABLE EXPENSES

- 2.1 Reimbursable expenses as described in Attachment B2 are in addition to compensation for Basic Services described above and include expenses incurred by the CONSULTANT and subconsultants in the interest of the project.

Reimbursable expenses related to the project, whether for consultant, subconsultant, or CITY use, are billable at 1.15 times direct cost.

- 2.2 Compensation for Reimbursable Project Expenses shall not exceed Sixteen Thousand Dollars (\$16,000.00) without approval by the CITY.

3.0 COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 Additional Services described in Attachment A services are not included in the Consultant's Basic Services. If authorized by the CITY, Additional Services shall be compensated for by the CITY in addition to compensation for Basic Services according to the hourly rates described in Attachment B2

ATTACHMENT B2

HOURLY RATES & REIMBURSABLE EXPENSES

ESCONDIDO LIBRARY AND TECHNOLOGY CENTER

Escondido Public Library
City of Escondido

SCHEDULE OF PROFESSIONAL SERVICES

Effective 1 January 2012

GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.

Principal	\$175.00 per hour
Associate	160.00 per hour
Project Manager	150.00 per hour
Professional I	140.00 per hour
Professional II	130.00 per hour
Professional III	120.00 per hour
Technical I	125.00 per hour
Technical II	110.00 per hour
Technical III	95.00 per hour
Technical IV	85.00 per hour
Project Support	80.00 per hour

Consultants to the Architect will be billed at 1.15 times direct cost.

Reimbursable expenses related to the project, whether for in-house, consultant or client use, will be billed at 1.15 times direct cost. Such expenses include, but are not necessarily limited to:

- CAD plotting of Check Sets and Presentation Drawings.
- Outside service printing/copying of drawings and documents of any size.
- Photographic and digital imaging, including color and gray scale copies of any size.
- In-house color printing/copying.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white photocopying for draft and final reports and specifications.
- Outside telephone conferencing services.
- Postage, delivery and messenger service.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations.
- Videos, web services, opinion surveys.
- Travel expenses, including mileage, tolls, lodging and meals.
- Sub-consultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Software purchase and licensure on behalf of the client.

The above-listed rates are adjusted annually. The next adjustment will be 1 January 2013

SWA – Landscape Architects

Principals	\$255.00 - \$275.00 per hour
Associates	\$107.00 - \$168.00 per hour
Staff	\$75.00 - \$119.00 per hour
Technical Word Processor	\$64.00 per hour

These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

DAVIS LANGDON – Cost Estimator

Directors	\$255.00 - \$305.00 per hour
Associate Directors	\$205.00 – \$230.00per hour
Sr. Associates	\$180.00 - \$185.00 per hour
Associates	\$155.00 - \$165.00 per hour
Cost Planners	\$80.00 - \$150.00 per hour
Clerical	\$65.00 per hour

ARCHAEOS – Historical Assessment

Principal	\$125.00 per hour
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CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 8

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Jo Ann Greenberg, City Librarian
Jerry Van Leeuwen, and Director of Community Services

SUBJECT: Public Improvement Agreement with J.P. Witherow Roofing Project for Library "Lift & Reset" Tile Roof Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-189 approving a public improvement agreement with J.P. Witherow Roofing Company in the amount of \$124,348 plus a 5% contingency (\$6,200) for a total of \$130,548 for the Library "Lift & Reset" Tile Roof Project, at the Escondido Public Library and Technology Center, 239 S. Kalmia Street.

FISCAL ANALYSIS:

The Library "Lift & Reset" Tile Roof Project was approved in the 2011/12 – 2015/16 Five Year Capital Improvement Program and Budget in the amount of \$250,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Image and Appearance.

PREVIOUS ACTION:

Money was approved by City Council in the amount of \$250,000 as part of the Capital Improvement Program to move forward with a Library Roofing Project.

BACKGROUND:

The Escondido Public Library and Technology Center and its roof is at least 34 years old; patch work has been done on the roof over the years but the original roof membrane under the tile needs to be replaced and reset. Bid proposals were solicited for the Library and Technology Center Roofing Project in November 2012. After consideration of formal proposals, the firm of J.P. Witherow Roofing Company was selected as the best roofing company for the project and approved by the City Attorney's office.

December 19, 2012

Public Improvement Agreement with J.P. Witherow Roofing Project for Library "Lift & Reset" Tile Roof
Project Page 2

The bid results were as follows:	Best Contracting	\$216,000.00
	Sylvester Roofing	156,000.00
	AOS Superior Roofing	143,000.00
	Commercial & Industrial	135,844.00
	Witherow Roofing	124,348.00

The engineers estimate was \$128,000.00

Respectfully submitted,



Jo Ann Greenberg, City Librarian



Jerry Van Leeuwen, Director of Community Services

RESOLUTION NO. 2012-189

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 IMPROVEMENT
AGREEMENT WITH J.P. WITHEROW
ROOFING COMPANY

WHEREAS, the City Council has allocated funding for the Library "Lift & Reset"
Tile Roof Project; and

WHEREAS, a notice inviting bids for the Library "Lift & Reset" Tile Roof Project
was duly published, and pursuant to said notice, J.P. Witherow Roofing Company
submitted a bid; and

WHEREAS, J.P. Witherow Roofing Company was determined to be the lowest
responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best
public interest to award this Public Improvement Agreement ("Agreement") to J.P.
Witherow Roofing Company.

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

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

3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with J.P. Witherow Roofing Company, attached as Exhibit "A" to this Resolution and incorporated by this reference.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and **J. P. Witherow** (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

LIBRARY "LIFT & RESET" TILE ROOF PROJECT

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of **One-hundred-twenty-four-thousand-three-hundred-forty-eight Dollars (\$124,348.00)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **twenty (20) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due

Liquidated damages schedule:

Acknowledged:

PUBLIC IMPROVEMENT AGREEMENT
Page A-00500-2

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.
 - (2) 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.

- (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 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.
9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.
13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Diane Halverson, City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Amy Shipley, Interim Assistant Director of Community Services

SUBJECT: 2013 CECO Grant Application Authorization

RECOMMENDATION:

It is requested that Council authorize the Community Services Department to complete applications to the San Diego County Employees' Charitable Organization for capital items at the Escondido Senior Center and the East Valley Community Center. If awarded, it is requested that the Interim Assistant Director of Community Services be authorized to accept the grant funds, to complete grant documents on behalf of the City and approve necessary budget adjustments.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. The requested grants will provide \$10,000 to be used for the purchase of new furniture at the Escondido Senior Center and \$10,000 for the purchase of new scoreboards for the East Valley Community Center (EVCC).

BACKGROUND:

The San Diego County Employees' Charitable Organization (CECO) is an employee-managed organization that distributes funds that are donated by County of San Diego and Superior Court employees and retirees to help make San Diego a better place for all. Since 1956, CECO has distributed millions of dollars to enhance local community enrichment programs, health, recreation, and human care needs of residents of San Diego County.

Community Services will complete two grant applications. The Community Services Department will apply for \$10,000 to purchase new furniture for the Escondido Senior Center at the Park Avenue Community Center. The Escondido Senior Center has already received a donation of \$3,500 for this purpose. There are two primary spaces designed for socialization, the Joslyn Lounge in the Park Avenue Café building which was renovated from 2008-2011 and the rear lounge of the main building. The rear lounge area serves as an entrance to many of the programs of the Senior Center, as a waiting area for the resource center, and as an informal, non-programmed gathering place. This space is sparsely furnished, with older furniture that was not designed for the needs of older adults. By purchasing new tables, chairs and couches that are chosen with the needs of seniors in mind, this space will allow more people to gather comfortably and promote interaction. Any additional funds that may be necessary for this furniture can be provided from the Joslyn Trust.

The EVCC is located in a part of Escondido which has been especially hard hit by the recession. The EVCC partners with Escondido Police Athletic League's (PAL) Basketball League to provide affordable sports programs and safety awareness to children in Escondido. In addition to the PAL League, the EVCC also hosts games for Classical Academy High School Basketball and Volleyball, Escondido Adventist Academy athletic clubs, Edge Volleyball Club, Club Net, Rough Riders Youth Basketball, St Joseph's Academy athletic clubs as these schools do not have full sized gyms of their own. The City of Escondido recently had the floors in the main gym at the EVCC resurfaced, substantially improving players' experience and the community pride in the gym. The scoreboards however are older and no longer meet the needs of the players. New scoreboards will be an asset to the PAL Basketball League, the EVCC and the high schools that play in the gym. Any additional funds that may be necessary for the scoreboards can be provided from the Recreation Fund.

CONCLUSIONS:

Staff recommends pursuing the CECO grant opportunity to offset capital expenses which would add long term value to the Park Avenue Community Center and East Valley Community Center.

Respectfully submitted,



Amy Shipley

Interim Assistant Director of Community Services

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Ed Domingue, Director of Engineering

SUBJECT: Authority to Apply for Recreational Trails Program Grants

RECOMMENDATION:

It is requested that Council adopt Resolution 2012-192 authorizing the Director of Engineering Services to complete two applications to the State of California Department of Parks and Recreation for Recreational Trails Program funds to complete the Escondido Creek Bike Trail between Beven Drive and East Valley Parkway and to complete trail rehabilitation at Dixon Lake and Daley Ranch. If awarded, it is requested that the Director of Engineering Services be authorized to accept the grant funds, to complete grant documents on behalf of the City and process necessary budget adjustments.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. The requested grants will provide 88% of required funds to complete two construction projects on the east side of Escondido. Matching funds will be provided through the Daley Ranch projects budget and TransNet sales tax funds.

BACKGROUND:

The mission of the California Department of Parks and Recreation (DPR) is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation. The Recreational Trails Program (RTP) provides funds annually for recreational trails and trails-related projects. The RTP is administered at the federal level by the Federal Highway Administration (FHWA). On July 6, 2012, the President signed the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), reauthorizing the federal highway program and providing funds for the RTP. The program is administered at the state level by the DPR. Non-motorized projects are administered by the Department's Office of Grants and Local Services and motorized projects are administered by the Department's Off-Highway Motor Vehicle Recreation Division. The maximum amount of RTP funds allowed for each project is 88%. Eligible non-motorized projects include acquisition of property for recreational trails or recreational trail corridors, development and rehabilitation of trails, trailside and trailhead facilities, and construction of new trails.

The City can complete a grant application for the completion of the Escondido Creek Bike Trail between Beven Drive and East Valley Parkway. On October 17, 2012, City Council adopted a new Bicycle Master Plan (via Resolution No 2012-162). The new Bicycle Master Plan recommends bike routes intended to take advantage of and be integrated with existing and programmed roadways and existing bicycle facilities to address cyclists' concerns for safety and connectivity. The factors used in prioritizing the implementation of potential bikeway project types included probable demand, regional significance, transportation efficiency, right of way and likely funding sources. In compliance with the new Bicycle Master Plan, completion of the Escondido Creek Trail bike path has the highest priority. There are three incomplete sections of Class I facilities identified in the Bicycle Master Plan, including a 0.462 mile unimproved section along the Escondido Creek from Bevin Drive to East Valley Parkway. Improving this section would complete the east portion of the Escondido Creek Trail bike trail, terminating on Valley Parkway. Planned improvements on East Valley Parkway will include Class II bike lanes, potentially connecting bicyclists to the Escondido City limits, Valley Center, and other recreational opportunities. An additional benefit of this section of the bike trail would be its dual use as a utility access road. Staff believes that a grant request for the completion of this section would be competitive as it strongly fulfills the RTP grant criteria as it solves a trail deficiency, connects into other trail systems (regional bike trails to the ocean and Daley Ranch trails), links Escondido's core commercial and residential areas to recreational areas, includes access to parking, and expands public transportation bike lanes.

The City can complete a grant application for trail rehabilitation at Daley Ranch/Dixon Lake. On September 23, 1998, City Council adopted the Daley Ranch Master Plan by Resolution 98-186. Daley Ranch is a 3,058-acre conservation area acquired and managed in perpetuity by the City of Escondido for the preservation of a biologically unique and diverse habitat area of regional importance, while providing a variety of recreational and educational opportunities and experiences for the enjoyment of the community in a historically significant setting. Daley Ranch and Dixon Lake are adjacent and managed by the Parks and Lakes Division. There are three trail rehabilitation projects proposed for Daley Ranch/Dixon Lake:

- The Caballo Trailhead, in the extreme southeast corner of Daley Ranch, is popular with equestrians, hikers and mountain bikers. Active use and poor soils has resulted in cupping along the trail, which gives rise to channeling due to erosion, which causes dangerous conditions on the trails. Staff proposes use of geocells to rehabilitate approximately 2000 linear feet of this trail.
- Boulder Loop is located in the southeast portion of Daley Ranch. It is probably the most popular trail in Daley Ranch and offers scenic views to the north, south and west. Conditions include extreme rutting along two sections of the Loop due to wet conditions. Staff proposes the use of a georunner to stabilize approximately 500 linear feet of the trail, retain soil and maintain proper drainage.

Authority to Apply for Recreational Trails Program Grants

December 19, 2012

Page 3

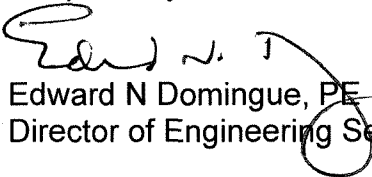
- The third trail, Chaparral Trail, is along the northern border of Dixon Lake, linking Dixon Lake and Daley Ranch. Staff proposes hardening/paving of approximately 1000 linear feet of this trail; this would complement the ADA features of this park and create a complete recreational experience for visitors with disabilities and their families.

Staff believes that a grant request for these trail rehabilitation efforts would be competitive as it fulfills the RTP grant criteria as they solve trail deficiencies, are integral portions of a trail system, provide meaningful links in recreation areas while they are well separated from highway uses, would benefit a high number of users, provide access to persons with disabilities, and have a sustainable design and diversified use.

CONCLUSIONS:

Staff recommends pursuing two Recreational Trails Program grants to fund completion of the Escondido Creek Bike Trail between Beven Drive and East Valley Parkway and trail rehabilitation at Dixon Lake and Daley Ranch.

Respectfully submitted,



Edward N Domingue, PE
Director of Engineering Services



Karen Youel
Management Analyst

RESOLUTION NO. 2012-192

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE APPLICATION FOR GRANT
FUNDS FROM THE RECREATIONAL TRAILS
PROGRAM

WHEREAS, the "Moving Ahead for Progress in the 21st Century" provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s); and

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

1. Approved the filing of an Application(s) for the Recreational Trails Program.
2. Certifies that the Project(s) is/are consistent with the Applicant's general plan or the equivalent planning document.

3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application(s), sufficient funds to operate and maintain the Project(s).

4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide.

5. Appoints the Director of Engineering Services as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines as required by this grant.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: December 19, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Clay Phillips, City Manager

SUBJECT: Reorganization of City Services - Community Development, Community Services and Public Works

RECOMMENDATION:

It is requested that Council approve an operating budget adjustment to support this reorganization of city services.

FISCAL ANALYSIS:

This reorganization will allow for the optimization of resources and staff in the areas of Public Works, Engineering, Community Services and Community Development. There is no cost to the General Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Economic Development; Financial Stability, and Image and Appearance.

PREVIOUS ACTION:

None.

BACKGROUND:

With the imminent retirement of the director and several other key managers within the Community Services Department, a reorganization of those duties is underway. The reorganization combines functionally related operations to increase the efficiency of providing city services as well as adjustments in programs due to the loss of redevelopment funds. The reorganization includes combining the Community Services divisions of Fleet Services, Maintenance, Streets/Parks/Open Space, Neighborhood Services, and Recycling with the Engineering Services Department to form the Public Works Department. The Housing Division and the Public Arts Program from the Community Services Department will be transferred to the Community Development Department. In addition, the

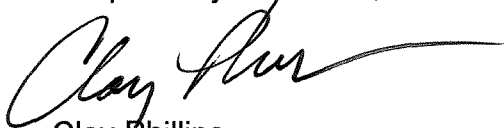
revised position for the retiring Community Services Director will be the Director of Library and Community Services.

This reorganization requests the addition of a Public Works field inspector and an engineering technician. These positions are primarily funded by capital projects, and will aid in responding to public requests as the economy and construction in general continue to improve. These new positions will also replace multiple personnel transfers to the Public Works Operations Division as well as a part-time employee. Both new positions will support capital projects delivery in the new Engineering Services Division. As a further benefit to the City, the re-establishing of the Public Works Department allows a more direct chain of command between in-house, contract, and private development projects which will improve response and prioritization of resources to better serve the public.

With the loss of redevelopment funds and reductions in housing programs, shifting the Housing Division to Community Development provides better staff flexibility and the efficient consolidation of most city housing functions within one department. The reorganization will also provide better backup capability for the Housing Division as redevelopment continues to wind down and will consolidate responsibilities for enforcement and rent review in our mobile home parks. The Public Art Program is a function currently managed by the Housing Division and in line with other similar functions currently handled by the Planning Division within Community Development.

With the opportunities presented by the current retirement wave, this reorganization will result in more efficient service for Escondido's citizens.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Clay Phillips", with a long, sweeping horizontal line extending to the right.

Clay Phillips
City Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: December 11, 2012

Department: Engineering Services

Division: Multiple- see below

Project/Budget Manager: Ed Domingue, Extension 4813

Council Date (if applicable): December 19, 2012
 (attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

_____ Budget Balances
 _____ General Fund Accts
 _____ Revenue
 _____ Interfund Transfers
 _____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Regular Full-time	5001-001-402	61,670	
Temp Part-time	5004-001-402		40,520
Overhead	5025-001-402	23,390	
Flex Benefits	5030-001-402	2,530	
Flex Benefits	5030-001-407	1,985	
Regular Full-time	5001-001-104	20,235	
Overhead	5025-001-104	9,745	
Flex Benefits	5030-001-104	1,705	
Auto Allowance	5163-001-104	2,550	
Regular Full-time	5001-001-105		21,725
Overhead	5025-001-105		2,920
Flex Benefits	5030-001-105		1,860
Allocations Out	5902-001-402	31,280	
Allocation Out	5902-001-200	26,535	
Allocation Out	5902-001-105	9,085	
Allocation In	5901-001-105	16,000	
Allocation In	5901-001-407		5,480
Allocation In	5901-001-403		10,960
Allocation In	5901-001-103		10,960
Allocation In	5901-001-104		5,480

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Allocation Out	5902-001-105		30,185
Regular Full-time	5001-112-101		27,980
Overhead	5025-112-101		11,835
Flex Benefits	5030-112-101		1,320
Auto Allowance	5163-112-101		2,550
Allocation In	5901-112-101		30,185
Allocation Out	5902-112-101	16,000	
Allocation Out	5902-112-101		101,630
Regular Full-time	5001-112-102		9,015
Overhead	5025-112-102	3,435	
Flex Benefits	5030-112-102		165
Regular Full-time	5001-281-081		22,975
Overhead	5025-281-081		9,640
Allocation Out	5902-001-402	3,190	

Explanation of Request:

As a result of the imminent retirement of the director and several other key managers within Community Services, a reorganization of various departments was necessary. Two full-time positions have been added to the Engineering department. Other changes include changes to position titles and changes to allocations. (Effective date: January 2013)

APPROVALS

Department Head

Date

City Manager

Date

Finance

Date

City Clerk

Date

Distribution (after approval):

Original: Finance

ORDINANCE NO. 2012-21

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE ESCONDIDO MUNICIPAL
CODE CHAPTER 23, ARTICLE 5 RELATING TO
PUBLIC IMPROVEMENT CONSTRUCTION AND
PUBLIC DEDICATION REQUIRED WHEN
CONSTRUCTING A NEW BUILDING OR
EXPANDING AN EXISTING BUILDING AS A
CONDITION OF OBTAINING A BUILDING
PERMIT

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN
as follows:

SECTION 1. That the City Council finds that there is a lack of public
improvements conforming to City standards.

SECTION 2. That it is the purpose of the City Council in adopting the
provisions of this article to impose reasonable requirements of public dedication and
public improvements upon persons engaged in the development, construction,
reconstruction or remodeling of buildings which tend to result in increased demands
upon existing public rights-of-way and streets and highways in the City thereby
increasing the danger to public health, safety and welfare; to extend the public
requirements of the Subdivision Map Act by establishing standards and requirements
for dedication of rights-of-way and easements and construction of improvements in
connection with the development, redevelopment or improvement of land in which no
subdivision is involved; and to alleviate the undesirable situation of having a lack of
public improvements conforming to City standards by causing the installation of those

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: December 19, 2012

TO: Members of the City Council

FROM: Mayor Sam Abed

SUBJECT: Review and Update of Current Council Subcommittee Member Assignments

RECOMMENDATION:

That the City Council make determinations and ratify members to serve on the Council/Mayoral appointed subcommittees per the attached listing.

PREVIOUS ACTION:

The list of Council subcommittees was reviewed and updated on December 15, 2010, with subsequent appointments added as appropriate. The list was revised on February 16, 2011 to add a second alternate to the SANDAG Borders Committee.

On October 17, 2012, Council approved the adoption of the Fair Political Practices Commission (FPPC) Form 806/Agency Report of Public Official Appointments for posting on the City's website. The posting of Form 806 allows council members to participate in a decision to appoint him or herself to a compensated position on another board.

SUMMARY

Guidelines adopted during the last several years indicate that the list should be reviewed regularly and each Council Member is responsible for keeping others informed about their ongoing activities. If agendas and minutes are utilized, they may be distributed to all Council Members.

Attached is a list of current Council subcommittees and appointees.

CITY OF ESCONDIDO
SUBCOMMITTEE & AD HOC APPOINTMENTS
2010 - 2012

The following information is maintained by the City Clerk's Office.

CITY COUNCIL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
LAFCO (Alternate North Inland Representative)	Sam Abed		Term of office: December 5, 2011 to May 2013
NORTH COUNTY TRANSIT DISTRICT	Ed Gallo Olga Diaz (Alternate)	Ed Domingue	
SANDAG	Sam Abed Marie Waldron (Alternate) Ed Gallo (2 nd Alternate/Borders Committee)	Robb Zaino Joyce Masterson	
SAN DIEGUITO RIVER VALLEY Regional Open Space Park JPA Board	Olga Diaz Mike Morasco (Alternate)	Barbara Redlitz	
MAYORAL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
ABAG	Sam Abed		Voting delegate is the Mayor who may appoint alternates (Reso 98-262)
ESCONDIDO-CHULA VISTA Joint Financing Authority	Sam Abed	Gil Rojas	Meets as needed, less than annually
LEAGUE OF CALIFORNIA CITIES	Marie Waldron	Clay Phillips	
REGIONAL SOLID WASTE ASSOCIATION BOARD	Marie Waldron		Initial appointment 9/17/03
ESCONDIDO CREEK WATERSHED ALLIANCE (ECWA)	Olga Diaz		Cities of Encinitas, Solana Beach; San Diego County; Escondido Creek Conservancy; San Elijo Lagoon Conservancy; state & federal agencies (Meets Quarterly)

CITY OF ESCONDIDO
SUBCOMMITTEE & AD HOC APPOINTMENTS
2010 - 2012

MAYORAL APPOINTED (LOCAL) SUBCOMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
ANNUAL AWARD SELECTIONS <i>Mayor's State of City Address</i>	Marie Waldron Mike Morasco	Joyce Masterson	Meets annually
CCAE	Ed Gallo Mike Morasco	Jerry VanLeeuwen	<i>(Established 12-16-09 - former ad hoc committee)</i>
ECONOMIC DEVELOPMENT	Sam Abed Marie Waldron	Charlie Grimm	
SCHOOL SUBCOMMITTEE	Mike Morasco Olga Diaz	Clay Phillips	
UTILITIES SUBCOMMITTEE	Ed Gallo Mike Morasco	Chris McKinney	Originally established 9/19/07 as an ad hoc; became permanent 2/24/10
MAYORAL APPOINTED AD HOC COMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES <i>Not subject to Brown Act</i>
DOWNTOWN PARKING <i>(Established. 4/6/05)</i>	Olga Diaz Ed Gallo	Charlie Grimm	Temporary liaison to make recommendations on interim and long-term parking concerns.

FUTURE CITY COUNCIL AGENDA ITEMS
December 13, 2012

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

DECEMBER 26, 2012
No Meeting (Christmas Break)

JANUARY 2, 2013
No Meeting
New Year's Day