



**CITY OF SOLANA BEACH**  
**SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT**  
**AGENCY, PUBLIC FINANCING AUTHORITY, & HOUSING AUTHORITY**

# AGENDA

## Joint SPECIAL Meeting

**Wednesday, September 3, 2025 \* 6:00 p.m.**

City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California

- City Council meetings are video recorded and archived as a permanent record. The [video](#) recording captures the complete proceedings of the meeting and is available for viewing on the City's website.
- Posted Reports & Supplemental Docs contain records up to the cut off time prior to meetings for processing new submittals. Complete records containing meeting handouts, PowerPoints, etc. can be obtained through a [Records Request](#).



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### PUBLIC MEETING ACCESS

The Regular Meetings of the City Council are held at 6:00pm on Wednesdays and are broadcast live. Please check the City's website for the meeting schedule or any special meetings. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

### WATCH THE MEETING

- Live web-streaming: Meetings web-stream live on the City's website on the City's [Public Meetings](#) webpage. Find the large Live Meeting button.
- Live Broadcast on Local Govt. Channel: Meetings are broadcast live on Cox Communications - Channel 19 / Spectrum (Time Warner)-Channel 24 / AT&T U-verse Channel 99.
- Archived videos online: The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

### AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is available at City Hall, the Solana Beach Branch [Library](#) (157 Stevens Ave.), La Colonia Community Ctr., and online [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org). Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings. Writings and documents regarding an agenda of an open session meeting, [received](#) after the official posting, and distributed to the Council for consideration, will be made available for public viewing at the same time. In addition, items received at least 1 hour 30 minutes prior to the meeting time will be uploaded online with the agenda posting. Materials submitted for consideration should be forwarded to the [City Clerk's department](#) 858-720-2400. The designated location for viewing of hard copies is the City Clerk's office at City Hall during normal business hours.

### PUBLIC COMMENTS

Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at [clerkoffice@cosb.org](mailto:clerkoffice@cosb.org) with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.

- Correspondence received after the official posting of the agenda, but two hours prior to the meeting start time, on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.

And/Or

Verbal Comment Participation:

Please submit a speaker slip to the City Clerk prior to the meeting, or the announcement of the Section/Item, to provide public comment. Allotted times for speaking are outlined on the speaker's slip for each agenda section: Oral Communications, Consent, Public Hearings and Staff Reports.

Public speakers have 3 minutes each to speak on each topic. Time may be donated by another individual who is present at the meeting to allow an individual up to 6 minutes to speak. Group: Time may be donated by two individuals who are present at the meeting allowing an individual up to 10 minutes to speak. Group Hearings: For public hearings only, time may be donated by two individuals who are present at the meeting allowing an individual up to 15 minutes to speak.

#### **COUNCIL DISCLOSURE**

*Pursuant to the Levine Act (Gov't Code Section 84308), any party to a permit, license, contract (other than competitively bid, labor or personal employment contracts) or other entitlement before the Council is required to disclose on the record any contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any Council Member. Participants and agents are requested to make this disclosure as well. The disclosure must include the name of the party or participant and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.*

#### **SPECIAL ASSISTANCE NEEDED**

In compliance with the Americans with Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Section 202. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the [City Clerk's office](#) (858) 720-2400 at least 72 hours prior to the meeting.

As a courtesy to all meeting attendees, please set all electronic devices to silent mode and engage in conversations outside the Council Chambers.

#### **CITY COUNCILMEMBERS**

**Lesa Heebner**  
Mayor

**Kristi Becker**  
Deputy Mayor / Councilmember District 2

**Jill MacDonald**  
Councilmember District 4

**David A. Zito**  
Councilmember District 1

**Jewel Edson**  
Councilmember District 3

Alyssa Muto  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

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#### **SPEAKERS:**

Please submit your speaker slip to the City Clerk prior to the meeting or the announcement of the Item. Allotted times for speaking are outlined on the speaker's slip for Oral Communications, Consent, Public Hearings and Staff Reports.

#### **READING OF ORDINANCES AND RESOLUTIONS:**

Pursuant to [Solana Beach Municipal Code](#) Section 2.04.460, at the time of introduction or adoption of an ordinance or adoption of a resolution, the same shall not be read in full unless after the reading of the title, further reading is requested by a member of the Council. If any Councilmember so requests, the ordinance or resolution shall be read in full. In the absence of such a request, this section shall constitute a waiver by the council of such reading.

#### **CALL TO ORDER AND ROLL CALL:**

#### **CLOSED SESSION REPORT:**

## **FLAG SALUTE:**

## **APPROVAL OF AGENDA:**

### **PROCLAMATIONS/CERTIFICATES:** *Ceremonial*

None at the posting of this agenda

**PRESENTATIONS:** Ceremonial items that do not contain in-depth discussion and no action/direction.  
None at the posting of this agenda

## **ORAL COMMUNICATIONS:**

Comments relating to items on this evening's agenda are taken at the time the items are heard. This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES. No donations of time are permitted (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

## **CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.*

## **CITY MANAGER / CITY ATTORNEY REPORTS:**

*An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.*

## **A. CONSENT CALENDAR:** (Action Items) (A.1. - A.6.)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be heard immediately after approval of the Consent Calendar to hear the public speaker.

*All speakers should refer to the public comment section at the beginning of the agenda for details. Please be aware of the timer light on the Council Dais.*

### **A.1. Landscape Plan Review and Inspection Services.** (File 0600-10)

Recommendation: That the City Council

1. Adopt **Resolution 2025-102** authorizing the City Manager to execute a Professional Services Agreement with VDLA Landscape Architecture.

#### **Item A.1. Report (click here)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**A.2. 2023 Sewer & Storm Drain Rehabilitation Project Completion.** (File 1040-36)

Recommendation: That the City Council

1. Adopt **Resolution 2025-099**:

- a. Authorizing the City Council to accept, as complete, the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, performed by Southwest Pipeline and Trenchless Corporation.
- b. Authorizing the City Clerk to file a Notice of Completion for the project.

[Item A.2. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**A.3. League of California Cities' 2025 Annual Business Meeting Voting Delegates Designees.** (File 0140-10)

Recommendation: That the City Council

1. Appoint Councilmember MacDonald, primary delegate, City Manager Alyssa Muto, alternate delegate, and Assistant City Manager Dan King as 2<sup>nd</sup> alternate as the City of Solana Beach voting delegates for the 2025 Annual Business Meeting of the League of California Cities Annual Conference.
2. Authorize the City Clerk to attest to the appointments and submit the Official Voting Form to the League of California Cities.

[Item A.3. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**A.4. Dead Animal Disposal and Pest-Rodent Control Services.** (File 0200-10)

Recommendation: That the City Council

1. Adopt **Resolution 2025-098** authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services during Fiscal Years 2025/26 and 2026/27, increasing the contract by \$8,000 for a total not-to-exceed amount of \$17,960 annually.

[Item A.4. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*



#### **A.5. Elevator Modernization Project at City Hall. (File 0710-35)**

Recommendation: That the City Council

1. Adopt **Resolution 2025-097**:
  - a. Authorizing the City Council to accept, as complete, the FY 2023-24 Elevator Modernization Project, performed by 24-Hour Elevator, Inc.
  - b. Authorizing the City Clerk to file a Notice of Completion for the project.

##### **[Item A.5. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

#### **A.6. Financial and Human Resources Software Services – Tyler. (File 0190-60)**

Recommendation: That the City Council

1. Adopt **Resolution 2025-096** authorizing the City Manager to execute a 1<sup>st</sup> extension of the Software as a Service (SaaS) Agreement with Tyler Technologies, Inc. for a cost of \$83,757 annually for an additional five-year term for a maximum contract amount of \$418,785.

##### **[Item A.6. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**NOTE: The City Council shall not begin a new agenda item after 10:30 p.m. unless approved by a unanimous vote of all members present. (SBMC 2.04.070)**

#### **C. STAFF REPORTS: (C.1. – C.2.)**

*Submit speaker slips to the City Clerk.*

*All speakers should refer to the public comment section at the beginning of the agenda for time allotments. Please be aware of the timer light on the Council Dais.*

#### **C.1. Transparency and Values in Government. (File 0100-00)**

Recommendation: That the City Council

1. Receive public input and provide direction to Staff on any follow up actions or programs.

##### **[Item C.1. Report \(click](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.* **[here](#)**

## **C.2. New Vehicle Purchase.** (File 0370-26)

Recommendation: That the City Council

1. Adopt **Resolution 2025-100** approving the purchase of:
  - a. One (1) model year 2025 Ford F-150 Lightning, EV pickup truck, including upfits, for \$66,677.53.
  - b. One (1) model year 2026 Ford F-250 Service Body, gasoline pickup truck, including upfits, for \$79,640.31.
  - c. One (1) model year 2025 Ford Mach E, EV passenger vehicle for \$45,594.65.
2. Authorizing the City Treasurer to amend the FY 2025/2026 Adopted Budget accordingly.

### **[Item C.2. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

## **LEGISLATIVE POLICY AND CORRESPONDENCE:**

### **WORK PLAN COMMENTS:**

*Adopted June 18, 2025*

### **COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

### **COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

#### **REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

- a. City Selection Committee (meets twice a year) Primary-Heebner, Alternate-Edson
- b. Clean Energy Alliance (CEA) JPA: Primary-Becker, Alternate-Zito
- c. County Service Area 17: Primary-MacDonald, Alternate-Edson
- d. Escondido Creek Watershed Authority: Becker / Staff (no alternate).
- e. League of Ca. Cities' San Diego County Executive Committee: Primary-MacDonald, Alternate-Becker. Subcommittees determined by its members.
- f. League of Ca. Cities' Local Legislative Committee: Primary-MacDonald, Alternate-Becker
- g. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-MacDonald, Alternate-Becker
- h. North County Dispatch JPA: Primary-MacDonald, Alternate-Becker
- i. North County Transit District: Primary-Edson, Alternate-MacDonald
- j. Regional Solid Waste Association (RSWA): Primary-Zito, Alternate-MacDonald
- k. SANDAG: Primary-Heebner, 1<sup>st</sup> Alternate-Zito, 2<sup>nd</sup> Alternate-Edson. Subcommittees determined by its members.
- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-MacDonald, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Community Development Department – Joseph Lim, Community Development Director  
**SUBJECT:** **Professional Service Agreement with VDLA Landscape Architects for Landscape Plan Review and Inspection Services**

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### **BACKGROUND:**

The Community Development Department utilizes third-party services to review and inspect water efficient landscape plans for private development projects in the City. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before City Council to consider authorizing a Professional Services Agreement (PSA) with VDLA Landscape Architects for professional landscape plan review and inspection services.

### **DISCUSSION:**

In June 2025, the City issued a Request for Proposals (RFP) seeking qualified consulting firms to provide landscape plan review and inspection services. The landscape consultants would be responsible for the review of conceptual level water efficient landscape plans, construction level plans and on-site inspections once the landscaping has been completed onsite. In addition, they would also be available to review City-initiated landscape projects on an as-needed basis. The landscape architectural team would work collaboratively with City Staff. The City received five (5) proposals from experienced professional landscape architecture firms. Staff reviewed the proposals and, after thorough consideration and interviews, determined that VDLA Landscape Architecture was the most responsive to the RFP and would be able to address the needs of the City.

4926-0457-1971 v1

COUNCIL ACTION:

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- o. 22<sup>nd</sup> Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

**STANDING COMMITTEES: (All Primary Members) (Permanent Committees)**

- a. Business Liaison Committee – Zito, Edson
- b. Fire Dept. Management Governance & Organizational Evaluation – Edson, MacDonald
- c. Highway 101 / Cedros Ave. Development Committee – Heebner, Edson
- d. Parks and Recreation Committee – Zito, Edson
- e. Public Arts Committee – Edson, Heebner
- f. School Relations Committee – Becker, MacDonald
- g. Solana Beach-Del Mar Relations Committee – Heebner, Edson

**CITIZEN COMMISSION(S)**

- a. Climate & Resiliency Commission – Zito, Becker

**ADJOURN:**

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***Next Regularly Scheduled Meeting is September 10, 2025***

*Always refer to the City's website for an updated schedule or contact City Hall.*

[www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) 858-720-2400

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**AFFIDAVIT OF POSTING**

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } §  
CITY OF SOLANA BEACH }

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the September 3, 2025 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on August 28, 2025 at 5:25 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., September 3, 2025, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk  
City of Solana Beach, CA

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**UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:**

*Regularly Scheduled, or Special Meetings that have been announced, are posted on each Citizen Commission's Agenda webpage. See the [Citizen Commission's Agenda webpages](#) or the City's Events [Calendar](#) for updates.*

- **Budget & Finance Commission**
- **Climate & Resiliency Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Community Development Department – Joseph Lim, Community Development Director  
**SUBJECT:** **Professional Service Agreement with VDLA Landscape Architects for Landscape Plan Review and Inspection Services**

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### **BACKGROUND:**

The Community Development Department utilizes third-party services to review and inspect water efficient landscape plans for private development projects in the City. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before City Council to consider authorizing a Professional Services Agreement (PSA) with VDLA Landscape Architects for professional landscape plan review and inspection services.

### **DISCUSSION:**

In June 2025, the City issued a Request for Proposals (RFP) seeking qualified consulting firms to provide landscape plan review and inspection services. The landscape consultants would be responsible for the review of conceptual level water efficient landscape plans, construction level plans and on-site inspections once the landscaping has been completed onsite. In addition, they would also be available to review City-initiated landscape projects on an as-needed basis. The landscape architectural team would work collaboratively with City Staff. The City received five (5) proposals from experienced professional landscape architecture firms. Staff reviewed the proposals and, after thorough consideration and interviews, determined that VDLA Landscape Architecture was the most responsive to the RFP and would be able to address the needs of the City.

4926-0457-1971 v1

COUNCIL ACTION:

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Staff has prepared Resolution 2025-102 (Attachment 1) requesting City Council to authorize the City Manager to enter into a PSA with VDLA Landscape Architecture for landscape plan review and inspection services.

**CEQA COMPLIANCE STATEMENT:**

This is not a project under the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:**

Third-party landscape plan review and inspection services for development projects are cost neutral in that project applicants pay for these services at cost plus a 15% administrative fee for Staff oversight and management of the project.

**WORK PLAN:** N/A

**OPTIONS:**

- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

**CITY STAFF RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt Resolution 2025-102 authorizing the City Manager to execute a Professional Services Agreement with VDLA Landscape Architecture.

  
Alyssa Muto, City Manager

**Attachments:**

1. Resolution 2025-102
2. VDLA Scope of Services
3. PSA Template



## **RESOLUTION 2025-102**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VDLA LANDSCAPE ARCHITECTS FOR PROFESSIONAL LANDSCAPE PLAN REVIEW AND INSPECTION SERVICES**

**WHEREAS**, the Community Development Department is in need of professional 3<sup>rd</sup> party landscape and plan review services for private development projects; and

**WHEREAS**, in June 2025, the City issued a Requests for Proposals to provide 3<sup>rd</sup> party professional landscape and plan review services; and

**WHEREAS**, the City received five responses to the City's RFP for 3<sup>rd</sup> Party landscape and plan review and inspection services; and

**WHEREAS**, after review of proposals and interviews of the top candidates, it was determined that VDLA Landscape Architects was the most qualified and responsive to provide professional landscape and plan review services; and

**WHEREAS**, the City wishes to enter a Professional Services Agreement with a highly qualified landscape architecture firm for as-needed landscape and plan review services.

**NOW, THEREFORE**, the City Council of the City of Solana Beach does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement with VDLA Landscape Architects for an open-ended dollar amount of third-party pass-through payments for landscape plan review and inspection services for a three-year agreement.
3. That the City Council authorizes the City Manager to extend the agreement for two additional one-year terms, at the City's option.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September, 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

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LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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ANGELA IVEY, City Clerk



## E. Work Plan





## Project Understanding

VDLA understands that the City of Solana Beach is seeking a qualified and responsive consultant to support its landscape plan review and inspection process for private residential and commercial development. The City's goal is to ensure that proposed and installed landscapes are consistent with Solana Beach Municipal Code Section 17.56, compliant with the Water Efficient Landscape Ordinance (MWEL0), and reflective of the City's environmental values and coastal design context.

VDLA will provide thorough and timely reviews of conceptual and construction-level landscape plans, with attention to water use classification, irrigation design, plant palette appropriateness, and compatibility with sensitive coastal or ESHA-adjacent sites. Our role will also include verifying in-field compliance during on-site inspections, maintaining detailed records for deposit tracking, and supporting annual MWEL0 reporting efforts.

Our team is well-practiced in adapting to variable project volumes while maintaining responsive communication and consistency in review timelines. We work collaboratively with City staff, applicants, and design teams to clarify requirements, streamline approvals, and ensure each project reflects the City's standards and long-term sustainability goals.





## VDLA's Approach to Service Delivery

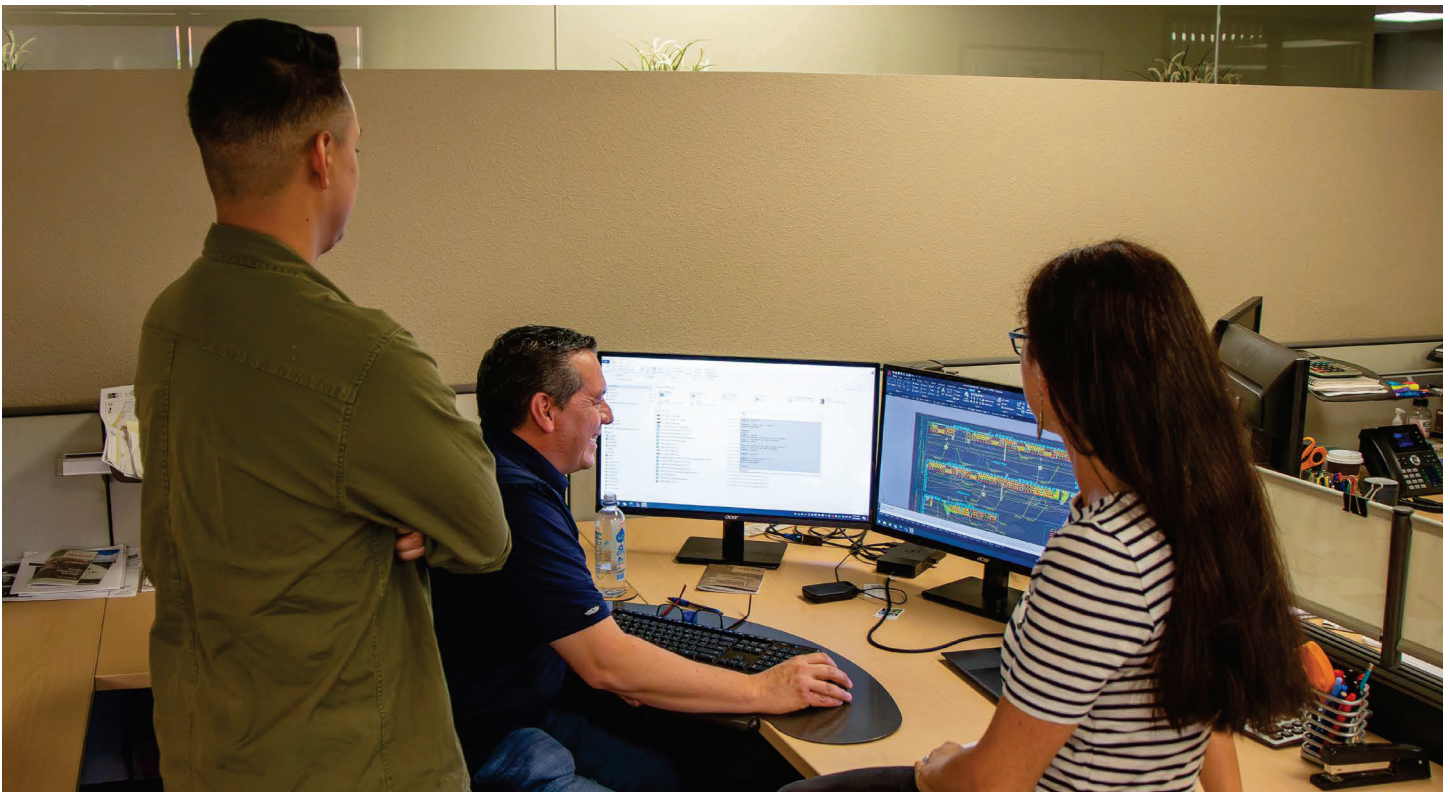
### Plan Review:

VDLA employs consistent and client-specific methods for plan review, which will ensure that all landscape and irrigation documents meet the City of Solana Beach's standards. Our methodology includes verifying maintenance entities, conditions of approval, approved concept or specific plans, relevant ordinances, and design guidelines. We also ensure coordination between landscape, irrigation, and other disciplines, such as civil and grading plans, to confirm alignment with utility locations, hardscape improvements, bioswales, or detention basin facilities.

Our review comments are comprehensive, combining customized checklists, written memos, and examples of standards as needed. Re-submittals are back-checked against prior comments, with color coding to indicate compliance. To keep projects on track, VDLA may initiate meetings or phone conferences with applicants and City staff, always mindful of project budgets and timelines.

We utilize advanced platforms like Bluebeam Revu, Adobe Acrobat, and Excel for plan checking, commenting, and record keeping. All submittals are tracked in detailed spreadsheets that log key project information such as applicant details, maintenance entities, tract numbers, submittal timelines, and Bluebeam session numbers for easy reference and follow-up. For electronic plan reviews, we conduct detailed markups using Bluebeam Sessions, which allow for real-time collaboration and efficient digital transmittal of plan check comments to both City staff and applicants. Comments are organized systematically for clarity and consistency, and we can easily export annotated plan sets and comment logs for submittal.

In addition, we have developed client-specific tools, including customized checklists for different project types and ordinances, an automated water budget calculation spreadsheet aligned with MWEL0 requirements, and sample graphics to further streamline and standardize the review process.



## VDLA's Approach to Service Delivery

### Inspection Process:

VDLA ensures timely and thorough landscape inspections, offering full availability Monday through Friday. We commit to conducting inspections within 48 hours of the request, ensuring coordination with City staff and contractors. Our project management approach for inspections includes tailored client-specific checklists, a color-coded Excel tracking system for monitoring inspection dates and progress, and the use of triplicate forms. These forms are signed by contractors on-site to document required corrections, with copies provided to all stakeholders immediately.

Inspections are organized by water meter or Point of Connection, so that compliant areas can be approved without delaying other sections. VDLA also coordinates pre-construction meetings to review project requirements and establish inspection milestones. Our inspectors are equipped with cell phones and laptops to ensure consistent availability and communication with the City and project stakeholders.

### Timelines and Service Efficiency:

VDLA ensures that the first landscape plan check is completed within 10 business days of receiving the submittal, with subsequent reviews completed within 5 business days. Additionally, VDLA has a dedicated employee responsible for the efficient pickup and delivery of plans between our office and the City of Solana Beach, ensuring prompt handling of all documents.

VDLA is structured to maintain flexibility and responsiveness even during periods of high workload. Our team includes a pool of experienced plan checkers and inspectors who can be reassigned as needed to support priority projects and ensure deadlines are met. We monitor project timelines and review capacity weekly, allowing us to proactively adjust assignments when incoming submittals exceed typical volumes.





## Enhancing Efficiency through Streamlined SOPs

At VDLA, we are continuously refining our Standard Operating Procedures (SOPs) to enhance efficiency for the City or County agencies we work with. Our goal is to ensure smooth coordination, clear communication, and prompt service delivery for all projects. To this end, we have implemented the following measures:

**Comprehensive Guidelines:** VDLA has developed thorough guidelines for processing landscape and irrigation plans. These guidelines include tailored plant and tree lists for various project types such as medians, right-of-ways, and commercial frontages. This ensures consistency and adherence to local standards across all projects. VDLA also develops and provides standard titleblocks, signature blocks, and other graphics as needed in multiple formats for customer use to facilitate projects.

**Plan Checklists:** We have created detailed plan checklists for different project types, including front yard residential typicals, City-maintained projects, and commercial developments. These checklists streamline the review process, ensuring all necessary components are addressed and documented, reducing review time and rework.

**Inspection Checklists:** VDLA utilizes comprehensive inspection checklists that cover all phases of construction, including commercial, private, and City-maintained projects. These checklists are shared with contractors upfront, so they are fully aware of the required inspections, minimizing delays and ensuring compliance throughout the project lifecycle.

**Inspection Request Protocol:** We have established a dedicated inspection request email with clear protocols, making it easy for contractors to schedule inspections. This system allows for efficient scheduling and timely coordination between all parties.

**Tracking Systems:** VDLA maintains tracking spreadsheets for all past inspection requests, allowing both our team and City/County officials to monitor project progress and ensure all inspections are completed in a timely manner. This tracking system provides transparency and accountability at every stage.

**Triplicate Inspection Forms:** For each inspection, VDLA uses triplicate forms to document findings. A copy is provided to the contractor, another to the site superintendent, and the final copy is emailed directly to the inspection coordinator for digital filing. This ensures that all records are easily accessible for future reference and compliance verification.

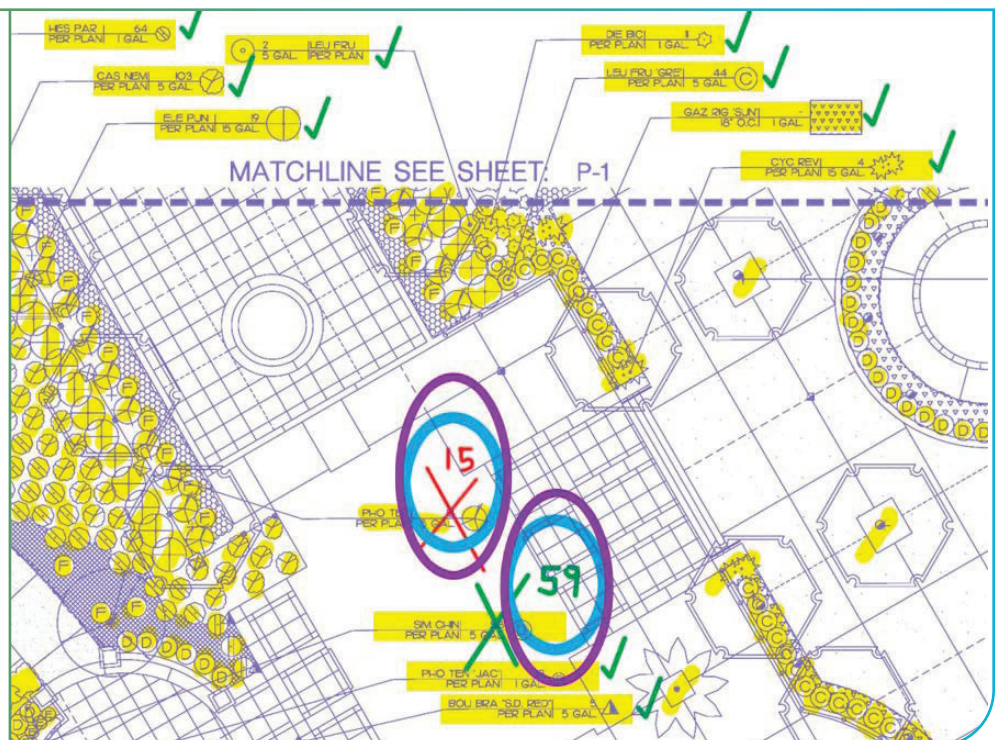


## Quality Assurance

VDLA provides personalized, high quality services to our clients. Our creative design abilities and technically sound work products are supported by a proven track record and referrals from satisfied clients. We ensure quality consistently across all personnel by implementing and utilizing stringent quality control measures. As part of the firm's procedures to ensure well-coordinated and complete construction documents, our quality control system utilizes internal plan checking at all levels: conceptual, design development, final contract documents, and post construction evaluation. This program minimizes or eliminates conflicting information between disciplines and ensures that the highest quality documents possible are delivered to the client. The program is described below.

All plans are checked by an experienced plan checker. Required revisions are indicated in red, and all correct information is highlighted in yellow. This ensures each item on the plan is checked. Plans are then returned to the applicant, and corrected by the designer or draftsman, with revisions are circled in blue. This ensures each required revision is corrected. Corrections are then verified by an experience plan checker by comparing the marked plan set with a final print. After the correction has been verified, it is circled in purple. This three step process ensures each revision was made correctly.

### VDLA's In-Depth Quality Control Process





## F. Pricing





## VDLA 2025 Hourly Rates

Landscape Architectural Services	
Principal	\$ 205
Associate/Design Director	\$ 155
Project Manager	\$ 150
Landscape Designer/Project Administrator	\$ 125
Agency Plan Checker	\$ 135
Agency Landscape/Irrigation Inspector	\$ 135
GPS Surveyor	\$ 135
GPS Survey Crew (2) Team Members	\$ 245
Admin	\$ 105



### Our Services


- Planning
- Master Planning
- Concept Design
- Construction Documentation
- Irrigation Master Planning
- Irrigation Design
- Irrigation Audits
- Water Management Services
- Construction Administration
- Graphic Communication
- Community Outreach
- Landscape Plan Checking
- Site Inspections
- Technical Writing


**VDLA is a Certified  
Small Business  
(Micro) #1188980**



### Contact Us

VDLA Landscape Architects  
462 Stevens Ave, Suite 107  
Solana Beach, CA 92075

 (619) 294-8484

 admin@vdl.a.us

 vdl.a.us

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT

### FOR LANDSCAPE PLAN REVIEW AND INSPECTION SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of September, 2025 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, VDLA Landscape Architecture a California Corporation ("CONTRACTOR") (collectively "PARTIES").

**WHEREAS**, the CITY desires to employ a CONTRACTOR to furnish LANDSCAPE PLAN REVIEW AND INSPECTION SERVICES ("PROFESSIONAL SERVICES") for PRIVATE DEVELOPMENT PROJECTS ("PROJECT"); and

**WHEREAS**, the CITY has determined that CONTRACTOR is qualified by experience and ability to perform the services desired by CITY, and CONTRACTOR is willing to perform such services; and

**WHEREAS**, CONTRACTOR will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

#### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONTRACTOR shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONTRACTOR access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site in the City, the CITY and CONTRACTOR agree that the CONTRACTOR's work on the Scope of Services begins when the CONTRACTOR arrives on site and terminates when the CONTRACTOR leaves the site. Travel time to and from project site shall not be considered time on the job or compensated by the CITY.
- 1.2. **Project Coordinator.** The COMMUNITY DEVELOPMENT DIRECTOR] is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONTRACTOR. Yale Hooper, Principal In Charge, is hereby designated as the Project Director for CONTRACTOR.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONTRACTOR's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONTRACTOR's compensation and/or contract time shall be made, subject to the CITY's approval. All such changes shall be authorized in writing, executed by the PARTIES.

#### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of three (3) years beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. Extensions.** ☒ If marked, the CITY shall have the option to extend the AGREEMENT for two (2) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONTRACTOR's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONTRACTOR prior to exercising the option.
- 2.3. Delay.** Any delay occasioned by causes beyond the CONTRACTOR's control may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONTRACTOR shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. City's Right to Terminate for Default.** Should CONTRACTOR be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. City's Right to Terminate without Cause.** Without limiting its rights in the event of CONTRACTOR's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONTRACTOR. Such termination is effective upon receipt of the written notice. CONTRACTOR shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.
- 2.6. Consultant's Right to Terminate.** CONSULTANT may terminate this AGREEMENT without cause by giving thirty (30) days' notice to CITY. CONSULTANT may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

### **3. COMPENSATION.**

- 3.1. Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from property owners at the time of application submittal. CONTRACTOR shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONTRACTOR. Should such additional services be required, CITY and CONTRACTOR shall agree to the cost prior to commencement of these services in writing, executed by CITY and CONSULTANT and CITY.
- 3.3. Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.



#### **4. INDEPENDENT CONTRACTOR.**

- 4.1.** CONTRACTOR is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONTRACTOR has and shall retain the right to exercise full control and supervision of all persons assisting the CONTRACTOR in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONTRACTOR nor CONTRACTOR's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONTRACTOR is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2 PERS Eligibility Indemnification.** In the event that CONTRACTOR's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY from such claims and for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any costs (including attorney fees and costs), and penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state, or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 4.3 Limitation of CITY Liability.** The payment made to CONTRACTOR pursuant to this AGREEMENT shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents and subcontractors are entitled for performance of any work under this AGREEMENT. Neither CONTRACTOR nor CONTRACTOR's officers or employees are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
- 4.4 Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, costs (including attorney fees and expert costs), suit, or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.
- 4.5** The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

#### **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

#### **6. WARRANTY OF CONTRACTOR'S LICENSE.**

CONTRACTOR warrants that CONTRACTOR is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONTRACTOR lacks such license, this AGREEMENT is void and of no effect.

## 7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONTRACTOR shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine, and/or reproduce such records. CONTRACTOR shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONTRACTOR shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## 8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, research, and estimates compiled or composed by CONTRACTOR, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents, and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONTRACTOR, at the time that it was disclosed to CONTRACTOR by the CITY, (b) subsequently becomes publicly known through no act or omission of CONTRACTOR or (c) otherwise becomes known to CONTRACTOR other than through disclosure by the CITY. Except for any CITY-approved subcontractors, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONTRACTOR or subcontractors.
- 8.2. **Confidentiality.** Both PARTIES recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the PARTIES and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Notwithstanding any provision to the contrary in this AGREEMENT, Confidential Information

does not include any information that the CITY determines, in its sole discretion, is required to be disclosed to the public pursuant to the laws of the United States and/or California such as the California Public Records Act. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

- 8.3. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## **9. CONFLICTS OF INTEREST.**

- 9.1.** CONTRACTOR shall at all times comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. CONTRACTOR represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONTRACTOR makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONTRACTOR shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONTRACTOR's relevant financial interests.
- 9.3.** ☒ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONTRACTOR shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONTRACTOR is subject to a conflict of interest code. The CONTRACTOR shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONTRACTOR was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR under this AGREEMENT, whether paper or electronic, shall become the property of CITY, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2.** Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

- 10.3.** CONTRACTOR warrants that all documents it drafts and completes pursuant to this AGREEMENT constitute original work. Specifically, CONTRACTOR understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this AGREEMENT does not constitute an original work, i.e., submitting documents generated by such AI tools to CITY and representing it as CONTRACTOR's original work constitutes a material breach of this AGREEMENT, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this AGREEMENT as to ownership, CITY specifically rejects ownership of such documents. CONTRACTOR is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

## **11. INSURANCE**

- 11.1.** CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, their agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONTRACTOR's liabilities, including but not limited to CONTRACTOR's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the CITY shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 11.3.1.** ☒ **Commercial General Liability (CGL).** If checked the CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.
- 11.3.2.** ☒ **Commercial Automobile Liability.** If checked the CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

- 11.3.3.** ☒ **Workers' Compensation.** If checked the CONTRACTOR shall maintain Worker's Compensation insurance for all of the CONTRACTOR's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.** ☒ **Professional Liability.** If checked the CONTRACTOR shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONTRACTOR shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONTRACTOR agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.** ☐ **Fidelity and Crime Liability.** If checked, the CONTRACTOR shall also maintain Fidelity and Crime coverage for theft of CITY property for an amount no less than \$1,000,000 per loss.
- 11.3.6.** ☐ **Sexual Abuse and Molestation ("SAM") Insurance.** If checked, the CONTRACTOR shall also maintain sexual abuse and molestation (SAM) insurance with limits not less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000. The policy shall provide coverage including but not limited to claims for improper sexual conduct, damages because of bodily injury, and negligent hiring and supervision. All defense costs shall be outside the limits of the policy.
- 11.3.7.** ☐ **Contractor's Pollution Legal Liability.** If checked, the CONTRACTOR shall procure and maintain contractors' pollution legal liability and/or errors and omissions with limits no less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000 to cover liability and legal expenses arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the CONTRACTOR or any subcontractor resulting from pollution conditions.
- 11.4. Self-Insured Retentions.** Any self-insured retentions are the responsibility of the CONTRACTOR and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers, or (2) the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Waiver of Subrogation.** CONTRACTOR hereby grants to CITY and its respective elected officials, officers, employees, agents and representatives a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- 11.6. Additional Required Provisions.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.6.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.6.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or representatives shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- 11.7. Verification of Coverage.** CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11, as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- 11.8. Excess or Umbrella Policies.** If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, said policies shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability, "insured contract" definition, occurrence definition, primary and non-contributory, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.
- 11.9. Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

## **12. INDEMNIFICATION.**

CONTRACTOR agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents, representatives, and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to, directly or indirectly, the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay the CITY for all costs related thereto, including without limitation, reasonable attorney's fees and costs. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.



### **13. SUBCONTRACTORS.**

- 13.1.** The CONTRACTOR's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior written approval by the CITY in each instance.
- 13.2.** All contracts entered into between the CONTRACTOR and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONTRACTOR shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONTRACTOR.
- 13.3.** In any dispute between the CONTRACTOR and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

### **14. NON-DISCRIMINATION.**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

### **15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Yale Hooper, President

VDLA Landscape Architects  
462 Stevens Avenue, Suite 107  
Solana Beach, CA 92075

### **16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY in each instance.

### **17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONTRACTOR by CITY. The acceptance or use of any such equipment by CONTRACTOR, CONTRACTOR's employees, or

subcontractors shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, defend, indemnify, and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

#### **18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONTRACTOR hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

#### **19. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

#### **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

#### **21. NO WAIVER.**

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

#### **22. SEVERABILITY.**

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

#### **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

#### **24. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

#### **25. EXHIBITS INCORPORATED.**

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

**26. SIGNING AUTHORITY.**

**26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

**26.2.** ☐ If checked, a proper notary acknowledgement of execution by CONTRACTOR must be attached.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

VDLA Landscape Architects

By:

By:

\_\_\_\_\_  
City Manager, Alyssa Muto

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Yale Hooper, President

ATTEST:

\_\_\_\_\_  
City Clerk. Angela Ivey, CMC

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

Scope of Services and Fees Defined



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Engineering Department – Dan Goldberg, City Engineer  
**SUBJECT:** **Authorizing the City Clerk to File a Notice of Completion for the 2023 Sewer & Storm Drain Rehabilitation Project**

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## **BACKGROUND:**

On May 10, 2023, the City Council awarded a construction contract for the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, to Southwest Pipeline and Trenchless Corporation.

This item is before the City Council for consideration of Resolution 2025-099 (Attachment 1) reporting the final project costs, accepting the project as complete and directing the City Clerk to file a Notice of Completion.

## **DISCUSSION:**

The City of Solana Beach maintains approximately 53 miles of sewer pipelines and 15 miles of storm drain infrastructure, which are essential to protecting public health and the environment. Regular rehabilitation and replacement projects are necessary to address aging facilities, prevent failures, and ensure compliance with regulatory requirements.

On May 10, 2023, the City Council awarded a construction contract for the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, to Southwest Pipeline and Trenchless Corporation. This item is before the City Council for consideration of Resolution 2025-099 (Attachment 1), reporting the final project costs, accepting the project as complete, and directing the City Clerk to file a Notice of Completion.

Southwest Pipeline completed the project in accordance with the approved plans and specifications to the satisfaction of the City Engineer. While most of the work was completed over a year ago, the contractor delayed final completion and invoicing. With the City Council's approval of the Notice of Completion, the City will release the 5% retention (\$28,513.70) 35 days after approval.

<b>CITY COUNCIL ACTION:</b>  _____  _____
-------------------------------------------------------



The following are highlights of the project:

**Sewer Rehabilitation and Construction**

- Rehabilitated (lined) approximately 944 lineal feet of 6" sewer pipe and 2,883 lineal feet of 8" sewer pipe throughout the City, including 41 sewer lateral connections.
- Constructed three sewer clean-outs at inaccessible damaged dead-ends.
- Replaced six sewer lateral connections that compromise the City's main pipeline.
- Capped one abandoned sewer lateral that had roots intruding into the main.

**Storm Drain Rehabilitation and Construction**

- Rehabilitated (lined) approximately 908 lineal feet of circular and elliptical Corrugated Metal Pipes (CMP) throughout the City.
- Replaced a deteriorated catch basin on Highland Drive, west side of Interstate 5.
- Replaced a deteriorated pipe and curb inlet in the cul-de-sac portion of Barbara Avenue, south of Patty Hill Drive.
- Installed a catch basin at the northeast corner of South Granados Avenue and Lirio Street.

A small number of locations identified in the original scope were not rehabilitated at this time due to access constraints or site conditions. These locations will continue to be evaluated as part of future capital improvement planning efforts. As a result, the final project cost was less than the original contract amount.

**CEQA COMPLIANCE STATEMENT:**

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines.

**FISCAL IMPACT:**

The Fiscal Year (FY) 2022/23 Capital Improvement Program budget included \$500,000 for Sanitary Sewer Pipeline Replacement and \$300,000 for Storm Drain Improvements. In May 2023, City Council authorized an additional \$89,802 from General Fund for the Storm Drain Improvements, bringing the total CIP budget to \$389,802 for this project.

Both projects were performed within the CIP Budgets authorized. Table 1 lists the base bid amounts, authorized contingencies and final costs:

**Table 1: Project Costs**

Item	Sewer	Storm Drain	Total
Base Bid	\$310,832	\$338,802	\$649,634
Contingency	\$47,000	\$51,000	\$98,000
Construction Budget	\$357,832	\$389,802	\$747,634
Actual Cost	\$303,076	\$267,198	\$570,274
<b>Savings</b>	<b>\$54,756</b>	<b>\$122,604</b>	<b>\$177,360</b>

The remaining unspent encumbrance of \$54,756 for the Sanitary Sewer Pipeline Replacement project will be returned to the Sanitation Fund Balance and the remaining unspent encumbrance of \$122,604 for the Storm Drain Improvement project will be returned to the Misc. CIP Fund Balance for future project use.

**WORK PLAN:**

This project was identified in the City Council's FY 2022/23 Work Plan under the Environmental Sustainability priority area. Ongoing sewer and storm drain rehabilitation supports environmental sustainability by maintaining sewer and storm drain infrastructure to prevent leaks, protect local waterways, and extend the service life of City assets.

**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments/modifications.
- Do not approve Staff recommendations.

**CITY STAFF RECOMMENDATION:**

Staff recommends the City Council consider adoption of Resolution 2025-099:

1. Authorizing the City Council to accept, as complete, the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, performed by Southwest Pipeline and Trenchless Corporation.
2. Authorizing the City Clerk to file a Notice of Completion for the project.



Alyssa Muto, City Manager

**Attachments:**

1. Resolution 2025-099

## RESOLUTION 2025-099

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE 2023 SEWER & STORM DRAIN REHABILITATION PROJECT, BID NO. 2023-04 AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

**WHEREAS**, on May 10, 2023, the City Council awarded a construction contract for the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, to Southwest Pipeline and Trenchless Corporation; and

**WHEREAS**, the 2023 Sewer & Storm Drain Rehabilitation Project has been completed in accordance with the plans and specifications included as part of the public works contract with Southwest Pipeline and Trenchless Corporation to the satisfaction of the City Engineer; and

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council accepts, as complete, the 2023 Sewer & Storm Drain Rehabilitation Project, Bid 2023-04, performed by Southwest Pipeline and Trenchless Corporation.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

**PASSED AND ADOPTED** this 3rd day of September 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

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LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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ANGELA IVEY, City Clerk



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** City Clerk's Department – Angela Ivey, City Clerk  
**SUBJECT:** **League of California Cities' 2025 Annual Business Meeting  
Voting Delegates Designees**

---

### **BACKGROUND:**

The League of California Cities (League) 2025 Annual Conference will be held October 8-10, 2025, at the Long Beach Convention Center in Long Beach, CA. Attendance will be in person and includes general sessions, workshops, and networking events. The Annual Business Meeting will be held on October 10<sup>th</sup>, where the Cal Cities membership will consider and act on resolutions that establish League policy. The League resolutions and policy-making decisions, in conjunction with the League's efforts, help guide cities to improve the quality and responsiveness of local government. The League requires City Council action to designate its voting delegate and may appoint up to two alternate voting delegates.

This item is before City Council to officially appoint its voting delegates for the League's 2025 Annual Conference, which the City Clerk will attest and forward the appointments to the League.

### **DISCUSSION:**

Consistent with League bylaws, a city's voting delegate and alternate(s) must be designated by City Council action in order to act on behalf of the City of Solana Beach. The voting delegate and alternate(s) must be registered to attend the conference and at least one delegate must be present at the Business Meeting.

#### *Designated Delegates*

Currently serving on the League Executive Committee of San Diego County are Councilmember MacDonald, primary, and Councilmember Becker, alternate, both having been appointed January 2023. Councilmember MacDonald has confirmed she will be attending the conference and Councilmember Becker will not attend.

#### *Designating Additional Alternate Delegate*

In the past, the City Council has appointed the City Manager as a second alternate, in case either the primary or alternate are unable to be present at the meeting when votes are called.

CITY COUNCIL ACTION: _____ _____
-------------------------------------



City Manager Alyssa Muto, and Assistant City Manager Dan King, will attend the meeting. Therefore, it is recommended that Alyssa Muto be appointed as the alternate and Dan King be appointed as the 2<sup>nd</sup> alternate voting delegates.

**CEQA COMPLIANCE STATEMENT:** N/A

**FISCAL IMPACT:**

Fiscal impact is the cost of registration for each League member-city official and the delegates' travel, lodging, and meals.

**WORK PLAN:** N/A


**OPTIONS:**

- Appoint voting delegates to represent the City of Solana Beach at the 2025 League of California Cities Annual Conference.
- Do not appoint voting delegates, forfeiting all or some voting rights for Solana Beach.

**CITY STAFF RECOMMENDATION:**

Staff recommends that the City Council:

1. Appoint Councilmember MacDonald, primary delegate, City Manager Alyssa Muto, alternate delegate, and Assistant City Manager Dan King as 2<sup>nd</sup> alternate as the City of Solana Beach voting delegates for the 2025 Annual Business Meeting of the League of California Cities Annual Conference.
2. Authorize the City Clerk to attest to the appointments and submit the Official Voting Form to the League of California Cities.

  
Alyssa Muto, City Manager

**Attachments:**

1. Correspondence from League of California Cities, Voting Procedures, and Delegate/Alternate Form.



Council Action Advised by September 24, 2025

**DATE: Wednesday, July 16, 2025**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference and Expo, Oct. 8-10, 2025**  
**Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Public Works Department – Luis Carrillo, Deputy Director of Public Works  
**SUBJECT:** **Amending the Professional Services Agreement with Habitat Protection, Inc., for Dead Animal Disposal and Pest-Rodent Control Services**

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### **BACKGROUND:**

The Public Works Department oversees the management of pest control, rodent management, and dead animal disposal services for City facilities, including parks, City Hall, La Colonia Community Center, Fletcher Cove Community Center, Fletcher Cove Park, and the Fire Station. These essential services are delivered by professional service providers selected through a competitive selection process. The current contract with Habitat Protection, Inc. (Habitat), the City's current service provider, is set to remain in effect until June 2027 if all discretionary extensions are executed.

This item is before the City Council for consideration of Resolution 2025-098 (Attachment 1) authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc. (Attachment 3) and to increase the budgeted annual contract amount by \$8,000 for costs associated with additional emergency/on-call services.

### **DISCUSSION:**

At the regular City Council meeting on July 13, 2022, the Council adopted Resolution 2022-075 (Attachment 2), authorizing the City Manager to execute a five-year Professional Services Agreement (PSA), one initial year with four discretionary annual extensions, with Habitat Protection, Inc. (Habitat) for pest control, rodent management, and dead animal disposal services at various City facilities and parks. The PSA was established with an annual not-to-exceed amount of \$9,960, which includes funding for both routine monthly services and as-needed response.

<b>CITY COUNCIL ACTION:</b>  _____  _____
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On December 11, 2024, the Council adopted Resolution 2024-118 amending the Fiscal Year 2024/25 contract by \$5,000 to address increased demand for as-needed services, bringing the total not-to-exceed amount to \$14,960. This increase was necessary to meet unanticipated service needs, including the removal of large marine animals from City beaches.

In Fiscal Year 2025/26, the frequency of emergency and on-call responses has continued to rise. To ensure the City can respond promptly to these situations, Staff recommends amending the PSA to add \$8,000 for as-needed services in Fiscal Years 2025/26 and 2026/27. This amendment would increase the annual not-to-exceed amount to \$17,960 and provide sufficient funding for emergency, on-call, and weekend response.

### **CEQA COMPLIANCE STATEMENT:**

All work covered by this agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the State CEQA Guidelines.

### **FISCAL IMPACT:**

This item is to authorize the City Manager to execute an amendment to the Professional Services Agreement (PSA) with Habitat Protection Inc., for pest control, rodent management, and dead animal disposal services, in the amount of \$8,000 for as-needed services. There are no increases to routine contracted service costs. There is sufficient budget available in the Animal Control/Professional Services (100-6130-65300), section of the Operating Budget.

The current PSA is for a total not-to-exceed amount of \$9,960 per fiscal year. The amendment would increase compensation by \$8,000 for Fiscal Years 2025/26 and 2026/27, increasing the not-to-exceed amount to \$17,960 annually. The additional cost will be covered by the existing Animal Control/ Professional Services budget available.

### **WORK PLAN:**

The amendment to the PSA amount aligns with the Work Plan priority of General Governance and Fiscal Responsibility by supplementing core maintenance functions for specialized services.

### **OPTIONS:**

- Adopt Staff recommendation.
- Reject Staff recommendation and provide direction.

**CITY STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2025-098:

1. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services during Fiscal Years 2025/26 and 2026/27, increasing the contract by \$8,000 for a total not-to-exceed amount of \$17,960 annually.



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Alyssa Muto, City Manager

**Attachments:**

1. Resolution 2025-098
2. Resolution 2022-075
3. Professional Services Agreement with Habitat Protection, Inc.



## **RESOLUTION 2025-098**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HABITAT PROTECTION, INC., FOR DEAD ANIMAL DISPOSAL AND PEST-RODENT CONTROL SERVICES**

**WHEREAS**, the Public Works Department oversees the management of pest control, rodent management, and dead animal disposal services for City facilities, beaches and parks, including City Hall, La Colonia Community Center, Fletcher Cove Community Center, Fletcher Cove Park, and the Fire Station. These essential services are delivered by professional service providers selected through a competitive selection process. The current contract with Habitat Protection, Inc., the City's service provider, is set to remain in effect until June 2027 if all discretionary extensions are executed; and

**WHEREAS**, at the regular City Council meeting on July 13, 2022, the Council adopted Resolution 2022-075, authorizing the City Manager to execute a Professional Services Agreement with Habitat for pest control, rodent management, and dead animal disposal services at various City facilities and parks; and

**WHEREAS**, the PSA is designed to provide as-needed services, including dead animal removal and rodent control. It also covers unanticipated needs such as emergency or on-call services and weekend response. Due to the unpredictable nature of these services, it is difficult to determine an exact contract amount for these items; and

**WHEREAS**, the need for unanticipated emergency responses has increased this year, primarily due to the removal of large marine animals from the beach. As a result, additional funding is necessary to ensure the City can continue providing these essential services without interruption. This amendment would apply to the remaining years of the contract, which is set to run through 2027 if the two optional extensions are executed; and

**WHEREAS**, Staff recommends amending the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services in an amount of \$8,000. The amendment would increase compensation by \$8,000 for FY 2025/26 and 2026/27, bringing the contract amount to a not-to-exceed amount of \$17,960 annually; and

**WHEREAS**, there is sufficient budget available for these services in the Animal Control/Professional Services (100-6130-65300), section of the Operating Budget. The current PSA with Habitat is for a total not-to-exceed amount of \$9,960 per fiscal year. The amendment would increase compensation by \$8,000 for FY 2025/26 and 2026/27, bringing the amount to a not-to-exceed amount of \$17,960 annually. The additional cost will be covered by the existing Animal Control/ Professional Services budget available.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services during Fiscal Year 2025/26 and 2026/27, increasing the contract by \$8,000 for a total not-to-exceed amount of \$17,960 annually.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

## RESOLUTION 2022-075

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HABITAT PROTECTION, INC. IN AN AMOUNT NOT TO EXCEED \$9,960 PER YEAR, WITH OPTIONAL EXTENSIONS OF THE AGREEMENT FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS AT THE CITY MANAGER'S DISCRETION**

**WHEREAS**, the work associated with the dead animal disposal and pest-rodent control services contract has been classified as a service contract or professional service instead of a public works construction project per section 20161 of the Public Contract Code (PCC); and

**WHEREAS**, a flexible contracting process involving dead animal disposal and pest-rodent control services and related services facilitates a more efficient and convenient management of City's affairs; and

**WHEREAS**, the Request for Proposals (RFP) process provides a more efficient and effective method for hiring a dead animal disposal and pest-rodent control services contractor that would provide the higher level of service required; and

**WHEREAS**, the City issued a RFP for these professional services in April 2022 that was consistent with the City's purchasing ordinance.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement with Habitat Protection, Inc. at an amount not-to-exceed \$9,960 for dead animal disposal and pest-rodent control services, and as-needed services for Fiscal Year 2022/23.

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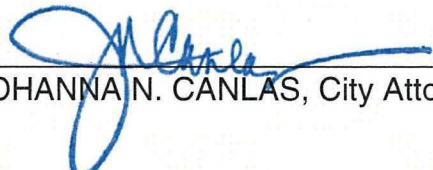
3. That the City Council authorizes the City Manager to extend the Professional Services Agreement with Habitat Protection Inc., on a yearly basis, for up to four additional one-year terms at the City's option.

**PASSED AND ADOPTED** this 13th day of July 2022, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

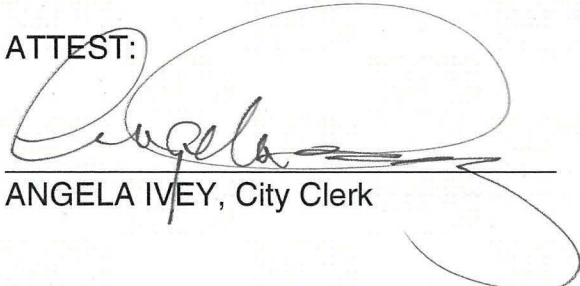
AYES: Councilmembers – Heebner, Harless, Zito, Edson, Becker  
NOES: Councilmembers – None  
ABSTAIN: Councilmembers – None  
ABSENT: Councilmembers – None

  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

  
JOHANNA N. CANLAS, City Attorney

ATTEST:

  
ANGELA IVEY, City Clerk

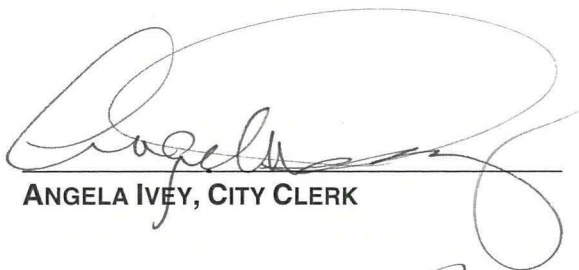




## RESOLUTION CERTIFICATION

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } SS.  
CITY OF SOLANA BEACH }

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution 2022-075** *approving a professional services agreement with Habitat Protection, Inc. in an amount not to exceed \$9,960 per year* as duly passed and adopted at a Regular Solana Beach City Council meeting held on the 13<sup>th</sup> day of July, 2022 and is the original on file in the City Clerk's Office.

  
ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: , 2022

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT

### FOR DEAD ANIMAL DISPOSAL AND PEST-RODENT CONTROL SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2022 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Habitat Protection, Inc., a California corporation, ("CONTRACTOR") (collectively "PARTIES").

**WHEREAS**, the CITY desires to employ a CONTRACTOR to furnish Dead Animal Disposal and Pest-Rodent Control Services ("PROFESSIONAL SERVICES") for City's facilities ("PROJECT"); and

**WHEREAS**, the CITY has determined that CONTRACTOR is qualified by experience and ability to perform the services desired by CITY, and CONTRACTOR is willing to perform such services; and

**WHEREAS**, CONTRACTOR will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

#### 1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONTRACTOR shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONTRACTOR access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site in the City, the CITY and CONTRACTOR agree that the Scope of Services begins when the CONTRACTOR arrives on site and terminates when the CONTRACTOR leaves the site. Travel time to and from project site shall not be considered time on the job or compensated by the CITY.
- 1.2. **Project Coordinator.** The Public Works Manager is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONTRACTOR. Insert Title is hereby designated as the Project Director for CONTRACTOR.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONTRACTOR's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONTRACTOR's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONTRACTOR and CITY.

#### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** ☒ If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed nine thousand nine hundred sixty dollars (\$9,960) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONTRACTOR's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONTRACTOR prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONTRACTOR may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONTRACTOR shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONTRACTOR be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONTRACTOR's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONTRACTOR. Such termination shall be effective upon receipt of the written notice. CONTRACTOR shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed nine thousand nine hundred sixty dollars (\$9,960) without prior written authorization from CITY. CONTRACTOR shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONTRACTOR. Should such additional services be required, CITY and CONTRACTOR shall agree to the cost prior to commencement of these services.
- 3.3. **Not a pledge of general funds.** The city does not pledge any general funds for the payment of the services rendered. The City shall establish a separate fund to pay the fees and costs incurred that are reflected in the monthly general account invoice. The separate fund shall be funded by monies collected from the City's permit applicants or other persons requiring the City's services pursuant to the adopted USER FEE schedule which CONTRACTOR will provide according to the terms of this AGREEMENT.
- 3.4. **Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

#### **4. INDEPENDENT CONTRACTOR.**

- 4.1. CONTRACTOR is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONTRACTOR has and shall retain the right to exercise full control and supervision of all persons assisting the CONTRACTOR in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONTRACTOR nor CONTRACTOR's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONTRACTOR is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONTRACTOR's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 4.3. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.
- 4.4. The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

#### **5. STANDARD OF PERFORMANCE.**

While performing the PROFESSIONAL SERVICES, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

#### **6. WARRANTY OF CONTRACTOR'S LICENSE.**

CONTRACTOR warrants that CONTRACTOR is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONTRACTOR lacks such license, this AGREEMENT is void and of no effect.

#### **7. AUDIT OF RECORDS.**

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONTRACTOR shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONTRACTOR shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## 8. CONFIDENTIALITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONTRACTOR, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONTRACTOR, at the time that it was disclosed to CONTRACTOR by the CITY, (b) subsequently becomes publicly known through no act or omission of CONTRACTOR or (c) otherwise becomes known to CONTRACTOR other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONTRACTOR or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.
- 8.3. **Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.



## **9. CONFLICTS OF INTEREST.**

- 9.1. CONTRACTOR shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. CONTRACTOR represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONTRACTOR makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONTRACTOR shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONTRACTOR's relevant financial interests.
- 9.3. ☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONTRACTOR shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONTRACTOR is subject to a conflict of interest code. The CONTRACTOR shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONTRACTOR was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## **10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

## **11. INSURANCE**

- 11.1. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

- 11.2. CONTRACTOR's liabilities, including but not limited to CONTRACTOR's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1. ☒ **Commercial General Liability (CGL).** If checked the CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONTRACTOR or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.
- 11.3.2. ☒ **Commercial Automobile Liability.** If checked the CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. ☒ **Workers' Compensation.** If checked the CONTRACTOR shall maintain Worker's Compensation insurance for all of the CONTRACTOR's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. ☐ **Professional Liability.** If checked the CONTRACTOR shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONTRACTOR shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONTRACTOR agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- 11.4. Self-Insured Retentions.** Any self-insured retentions are the responsibility of the CONTRACTOR and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or representatives shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- 11.6. Verification of Coverage.** CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11, as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- 11.7. Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

## **12. INDEMNIFICATION.**

CONTRACTOR agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

### **13. SUBCONTRACTORS.**

- 13.1. The CONTRACTOR's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior written approval by the CITY.
- 13.2. All contracts entered into between the CONTRACTOR and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONTRACTOR shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONTRACTOR.
- 13.3. In any dispute between the CONTRACTOR and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

### **14. NON-DISCRIMINATION.**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

### **15. NOTICES.**

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

MOHAMMAD SAMMAK, DIRECTOR OF  
ENGINEERING AND PUBLIC WORKS

City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Bart Van Diepen, Vice-President

Habitat Protection, Inc.  
751 W. 4th Avenue  
Escondido, CA 92025

### **16. ASSIGNABILITY.**

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

#### **17. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONTRACTOR by CITY. The acceptance or use of any such equipment by CONTRACTOR, CONTRACTOR's employees, or subcontractors shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

#### **18. CALIFORNIA LAW; VENUE.**

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONTRACTOR hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

#### **19. COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

#### **20. ENTIRE AGREEMENT.**

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

#### **21. NO WAIVER.**

No failure of either the City or the CONTRACTOR to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

#### **22. SEVERABILITY.**

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

#### **23. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.



#### 24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

#### 25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

#### 26. SIGNING AUTHORITY.

- 26.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2. ☐ If checked, a proper notary acknowledgement of execution by CONTRACTOR must be attached.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal  
corporation

Habitat Protection, Inc., a California  
corporation

By:


  
City Manager, Gregory Wade

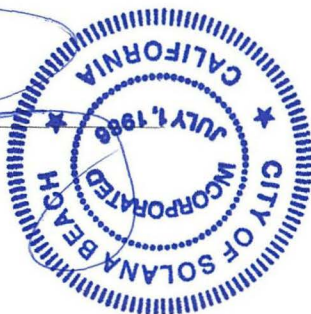
By:

  
Signature


Malia Van Diepen, Business Administrator  
Print Name and Title

ATTEST:

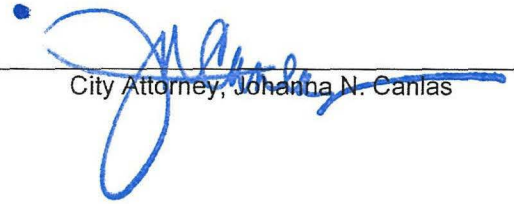
  
City Clerk, Angela Ivey



APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
MOHAMMAD SAMMAK, DIRECTOR OF  
ENGINEERING AND PUBLIC WORKS

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT A**  
**Scope of Services and Proposal**  
**(Return to City)**

**PEST CONTROL**

Contractor shall maintain throughout the full term of the agreement, all professional certifications and licenses required in order to comply with all State and Federal laws in the performance of this contract. In addition, contractor shall maintain throughout the full term of the agreement, a City of Solana Beach Business Certificate.

The initial term of the contract will be for one (1) year. After the initial one (1) year period, the City may desire to exercise an option to renew the agreement for up to four additional one (1) year periods under the term and conditions of the agreement.

**RODENT CONTROL**

- Rodent bait feeding stations will be deployed throughout the outside of each complex. There shall be at least 1 station per building. All rodent-feeding stations will be “secured” in a manner acceptable in the pest control industry.
- A fresh supply of E.P.A. registered rodenticides will be maintained in the rodent feeding stations.
- All multiple catch traps will be placed according to the manufacture’s recommendations.
- All devices will be serviced a minimum of 1 time per month.
- Each control device will be checked, emptied as needed, rewind and/or rebated during each service. Attached to each device will be a service date sticker which the technician will fill out at the time of each service.
  - In the event of activity in any of the devices, the technician will determine whether or not to supplement the existing controls with snap traps.
  - The technician will inspect the areas near the site of any rodent activity to determine any surrounding infestation and any possible ways of entry.

**A. Indoor Trapping**

- As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a monthly basis or more often when activity is present. The Contractor shall be responsible for disposing of all trapped rodents and all rodents’ carcasses in an appropriate manner.

B. Use of Rodenticides

- All rodenticides, regardless of packaging, shall be placed in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of present rodent activity. The use of monitoring blocks shall precede the use of rodenticides.

C. Use of Bait Boxes

- All bait boxes shall be maintained monthly and in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
  - a) All bait boxes shall be placed out of general view, in locations where they will not be disturbed by routine operations.
  - b) The lids of all bait boxes shall be securely locked or fastened shut.
  - c) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
  - d) Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
  - e) All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

**DEAD ANIMAL DISPOSAL SERVICES**

Contractor shall provide the necessary qualified personnel to perform dead animal disposal services. Contractor shall provide all labor, materials, and equipment necessary for dead animal reporting, pick up, removal and disposal services as required by City of Solana Beach, which shall include but not limited to the following:

1. Calls for Service, Dispatching, and Record Keeping
  - a. Contractor shall maintain and provide a 24-hour, seven (7) day per week toll-

free telephone number to accept calls from the City.

- b. Contractor shall dispatch dead animal pick up requests on a seven (7) day per week basis, including holidays.
- c. Contractor shall maintain a log of each call received which at minimum must contain date, time, location, type of pick up, animal license number (if applicable), reporting party, confirmation that the reporting party was called back to confirm the animal was removed. The contractor shall submit these logs and reports to the City on a monthly basis.
- d. In case where the dead animal was licensed, the contractor will return the tag to the San Diego Humane Society Animal Shelter nearest to the City of Solana Beach within 48 hours.

2. Pick Up Service

- a. Contractor shall pick up and remove all dead animals and/or parts thereof from public streets, parks, right-of-way, and other public property. Animals shall include, but not limited to, all animals whether wild or tame, including but not limited to 1) All land mammals; 2) Aquatic Animals 3) All reptiles; and 4) All birds and fowl.
- b. Contractor shall remove dead animals that constitute a road hazard (road hazard shall be determined by the City) immediately upon notification by the City. "Immediately" shall mean removal within a three (3) hour period from notification of pick-up request from the City. Non-road hazard dead animals shall be picked up within twelve (12) hours of notification of pick-up request.

3. Removal, Transportation, Storage, and Disposal

- a. Contractor shall maintain, at contractors' own expense, sufficient personnel, vehicles, and equipment to provide dead animal pick up, removal, and disposal service to the City.
- b. Transportation: Contractor shall use vehicles that meet current industry standards to transport dead animals.
- c. Storage: Contractor shall provide interim storage of dead animals in conformance with all federal, state, local laws, and health and sanitation practices.
- d. Disposal: Contractor shall dispose of all dead animals in conformity with applicable federal, state, and local laws. Disposal of dead animals is the total responsibility of the Contractor.





**PREPARED FOR:**  
**The City of Solana Beach**  
**Dead Marine Disposal and Pest/Rodent Control Services RFP**  
**Due Date: May 26, 2022**



**By:**

**Habitat Protection, Inc.**  
**751 W 4<sup>th</sup> Avenue**  
**Escondido, CA 92025**  
**760-533-5792**



## BACKGROUND

### Company Description

Habitat Protection, Inc. was founded in April 1993 with a vision of providing the most effective pest and vegetation management services possible, while maintaining an earnest concern for our environment and safety. We are fully licensed and insured to meet all your deceased animal recovery and pest control needs. We can provide you with personalized service and prompt attention and can accommodate emergency services and service calls to fit your schedule. We at Habitat Protection are fully committed to providing our City customers with “green” sustainable pest and vegetation control services. Now more than ever, the City customer needs to be confident that the products and services they receive are environmentally sensitive. The transparency of our pest and vegetation management procedures ensures our techniques and services truly are eco-friendly. “Eco-friendly” is an active commitment to the environment and one that Habitat Protection, Inc. has made in the past and continues to make today and into the future. We call it pest control with “Habitat Environ-Mentality”.

### Service Description

Habitat Protection, Inc. is proposing to perform a maintenance service program every month at various City of Solana Beach locations as well as on-call dead animal recovery. For pest and rodent control, we propose a scheduled maintenance program in accordance with DoD 4150.7 pest control program and directive that applies to all federal facilities under the Department of Defense. Our monthly scheduled services will include inspection of the site for harborage areas, entry points and sanitation issues along with exterior treatments. We believe that a thorough inspection of the property as well as an effective treatment plan will reduce the number of insects for each location.

Habitat Protection offers a 30-day warranty which entails call backs in the 30 days following services. Medically important pests such as bed bugs, fleas, bees, and other biting/stinging pests are not included in this proposal but can be serviced at additional costs.

For dead animal pickups Habitat Protection uses an online computer software program to streamline our services. Detailed customer information is entered into the system at the time services begin. Service schedules, treatment plans, and other documentation is recorded and maintained on an up-to-the-minute basis. Our technicians access the software system using smartphones. They are in constant contact with our office crew who oversee the daily operations and schedules. The system includes a check-in and check-out feature for all jobs. Notations and treatments are recorded. Any issues or follow-ups are notated and dealt with on the same day. All documentation is stored on the system.

If requested by the City, the technician(s) will make contact with the City Lifeguard Division when first arriving to make sure technicians are up to date with project specifications and requirements. Upon arrival and clearance, technicians will four-wheel drive onto the beach towards the deceased animal. The technician will pull up to the deceased animal then bag it and put it on the truck for disposal. Large animals will require a lift to transport animal from the beach to the truck, then will be covered and transported to Sycamore Landfill for safe disposal. If the animal is large our four-wheel drive truck has a lift that is approved for up to 1,800 pounds. We are pleased to provide at additional cost post mortem transportation to the California Animal Health and Food Safety Laboratory (CAHFS) if further research is requested.

Our Office Administrator will communicate with the contact person to follow-up on the service to assure all needs were met. If there are any questions or concerns from the customer, the Office Administrator will discuss the items with the Technician and make contact with the customer in an effort to resolve any concerns.





We will create an invoice from the information entered to the system and the invoice is emailed or sent US Mail determined by the customer's preference. Habitat Protection accepts credit cards with no service fees and also accepts bank checks.

Per the City's requirements, Habitat Protection will record provide the documentation and recordkeeping per the customer's requirements or contracted agreement. If required, logbooks and recordkeeping notebooks are kept at the customer's facility.

All company vehicles are insured and registered with the DMV. They are maintained in a clean manner and contain all safety equipment, necessary licenses, SDS Sheets and product warning labels. Vehicles are equipped with GPS monitoring systems.



Habitat Protection has gained a tremendous amount of experiences and confidence in the line of materials developed by EcoSMART. These materials are made from food grade materials, are either low or non-toxic and have proven to be effective weapons against target pests named in this proposal.

Some of these products, known as "Exempt", do not even have an EPA number, because they are not considered a true "pesticide". Because they work largely on nerve receptors that insects have and mammals do NOT, they have no effect on people or pets. These products are working well on many federal facilities and schools across the nation now. Habitat Protection can provide these organic services and advanced approaches to these Solana Beach locations at additional costs than the prices provided in this proposal.

### **Value to the City of Solana Beach**

Dealing with an experienced and professional vendor that currently performs service on multiple Cities and residential facilities locally will streamline response time and reduces security concern for the City of Solana Beach. Habitat Protection is dedicated to the development of effective pest management programs that support a healthy living and working environment.

Habitat Protection can bring additional services as well. Termite inspections and treatment, vegetation management, right of way weed control, disinfectant, and bed bug control are some examples of the added services we offer. Habitat Protection is uniquely qualified to bring multiple services to your sites, all through one supplier.

Along with these additional services, Habitat Protection is also able to bring security to your sites. Having one contractor on your sites lowers exposure and creates a safe and reliable working relationship. Habitat Protection acts as a second set of eyes while on the jobsite and our technicians are trained to immediately report any suspicious activity. Unsurpassed attention to detail makes Habitat Protection the highest quality contractor for San Diego. With all our available services and expertise, we are able to deliver premium pest control services.

### **Safety and Training**

A key component to any service program is safety to the staff and customers of both the City of Solana Beach and Habitat Protection. We are proud to say we have not had an OSHA violation or reportable chemical spill in our 30-year history. We are serious about safety and our record proves it. Our managers and staff are fully trained in the operation of all equipment they use and in the proper application of all materials used.

Our safety program includes holding tailgate meetings at a minimum of once per month, distribution of monthly safety fliers, annual safety training and respirator safety training.



Having the right tools to do the job is a major part of getting the job done right and done right the first time. Habitat Protection has always put training emphasis on our vehicles, tools, equipment, and technical staff so we are fully equipped to safely and efficiently perform whatever task we are faced with.

### **Compliance**

Habitat Protection's policies and procedures are in compliance with all EPA, OSHA, federal, state and local regulatory guidance on pesticide storage, disposal, and applications. All services are conducted by licensed and trained technicians certified by the State of California. All pesticide applications will be recorded and reported in accordance with government directed procedures.

### **Expanded Service Description – Integrated Pest Management (IPM)**

While there are different types of pests, the concepts of IPM remain the same. We manage the pest with the most effective yet safest environmental methods. Our strategy is this:

- ✓ Inspect all locations and facilities
- ✓ Record and define all pest activity
- ✓ Develop a plan/strategy for each pest
- ✓ Establish action thresholds
- ✓ Monitor populations of pests
- ✓ Control the pest
- ✓ Document the result
- ✓ Regularly evaluate and redesign the program as needed & requested

### **Conclusion**

We hope the information presented above will provide sufficient detail on our capability to not only perform the tasks as presented in the scope of work, but also to recognize other potential areas where our pest management services will be in the best interest for the City. It is our dedication to detail that has provided our rise in the pest and vegetation control industry in the past 30 years.

We appreciate being invited to submit a proposal and feel that the diversity of our resume, complimented by our local presence, and backed by our commitment to developing a long-term partnership with the City of Solana Beach will provide a winning, productive, and cost-efficient program for not only the services under this proposal, but for future requirements identified.



## QUALIFICATIONS

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### Licenses and Certifications

#### Family Owned Business

• Operator License	OPR9268
• Associate Certified Entomologist	A02295
• Structural Pest Control Certificate	2775
• Department of Pest Regulation	31258
• QAL- BCDEFK	104845
• Small Business Certified	9818
• Duns	782694624
• CAGE Code	1PV57
• CA Secretary of State	C1921602
• Tax ID	33-0660766
• DIR	000031618

### INSURANCE REQUIREMENTS

Habitat Protection currently holds the insurance coverage specified in Exhibit C- Sample Agreement, section 11. Insurance. Insurance coverage covers Commercial General Liability Coverage, Automobile Liability, and Workers' Compensation insurance. Proof of insurance can be provided to the City of Solana Beach at the time of the signed contract for services.





## **PERSONNEL**

**Bart Van Diepen- Owner**

[Bart@HabitatProtection.net](mailto:Bart@HabitatProtection.net)

Bart holds an Associate Certified Entomologist license, and a Qualified Applicator License under categories: B,C,D,E,F,and K. Bart has successfully ran this business for the past 35 years.

**Malia Van Diepen- Business Administrator**

[Malia@HabitatProtection.net](mailto:Malia@HabitatProtection.net)

Malia has been employed with Habitat Protection for under 3 years. She oversees all contracts and business daily operations.

**Amy Chambers- Office Administrator**

[Office@HabitatProtection.net](mailto:Office@HabitatProtection.net)

Amy has been with the company for almost a year and is the main contact for customers. She oversees all scheduling and customer service.

**Aaron Eakin- Field Representative, License FR 52823**

Aaron has been employed with Habitat Protection for six years.

He has approximately 21 years of experience working as a licensed Field Representative and has experience in dead animal recovery.

**Bill Maneval- Field Representative, License FR 43974**

He has been employed with Habitat Protection for three years.

He has approximately 27 years of experience working as a licensed Field Representative and has experience in dead animal recovery.

**Tony Perez- Operator, License OPR 12997**

He has been employed with Habitat Protection for under one year.

He has approximately 30 years of experience working as a licensed Branch 2 Operator.

**Warren Ristau- Field Representative, License FR 57337**

He has been employed with Habitat Protection for under one year.

He has approximately 5 years of experience working as a licenses Field Representative and has experience in dead animal recovery.



## EXPERIENCE

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Company: City of Solana Beach Phone: (760)434-2943

Contact Person: Luis Carrillo Email: [lcarrillo@cosb.org](mailto:lcarrillo@cosb.org)

Job/Project: Dead Animal Removal and Pest and  
Rodent Control Services at City Facilities Date: 12/11/2017-6/30/2022

Project Details: Habitat Protection provides on call services for the City, on an as-needed basis, for dead animal pickup and safe disposal. We also service six locations on a monthly basis for pest control services and ten locations for as-needed rodent control.

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Company: City of Carlsbad Phone: (760)434-2943

Contact Person: Cristina Rangel Email: [cristina.rangel@carlsbadca.gov](mailto:cristina.rangel@carlsbadca.gov)

Job/Project: On-Call Dead Animal Pick Up Date: June 2020-Present

Job/Project: Pest Control Services Date: 01/08/2008- Present

Project Details: Habitat Protection provides on call services for the City on an as-needed basis for dead animal pickup and safe disposal. Response time is within two hours for emergency calls or 24 hours pickup for non-emergency calls. We also service over 25 locations on a monthly basis using only organic products.

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Company: City of Encinitas Phone: (760)633-276

Contact Person: David Brown Email: [dbrown@encinitasca.gov](mailto:dbrown@encinitasca.gov)

Job/Project: Dead Marine Animal Removal & Disposal  
Services as an As-Needed Basis Date: 12/17/2020-Present

Project Details: Habitat Protection provides dead marine animal removal and disposal for the City of Encinitas. The contract is for three years on an as-needed basis. We have a certain amount of time to arrive to the deceased animal then we safely dispose of per State requirements.

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Company: City of San Diego Phone: (858)581-9976

Contact Person: Vincent Paniagua Email: [vpaniagua@sandiego.gov](mailto:vpaniagua@sandiego.gov)

Job/Project: On-Call Bee Removal Services Date: July 2016 to present

Project Details: Habitat Protection provides bee removal service on an as-needed basis. Response time is within two hours for emergency calls or 24 hours for non-emergency calls.



Should there be any questions regarding this proposal, please contact:

Malia Van Diepen, Business Administrator (760) 533-5792

We look forward to the opportunity to continue work and build a relationship with the  
City of Solana Beach.



**Thank You for the Opportunity!**



### EXHIBIT B: PROPOSAL

NOW, in compliance with the Request for Proposals and specifications stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the price set forth in this proposal.

Provide once per month exterior perimeter spraying for control of ants, roaches, spiders, silverfish, sow bugs, earwigs, crickets, flies, gnats, billbugs and springtails for the following City of Solana Beach facilities:

Locations for Pest Control	Monthly Fee 1 <sup>st</sup> year	2 <sup>nd</sup> Year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year
City Hall 635 South Highway 101	\$52.00	\$52.00	\$57.00	\$62.00	\$62.00
Fire Station 500 Lomas Santa Fe Dr.	\$38.00	\$38.00	\$42.00	\$46.00	\$46.00
La Colonia Community Center 715 Valley Ave.	\$35.00	\$35.00	\$39.00	\$43.00	\$43.00
Fletcher Cove Community Center 133 Pacific Ave.	\$35.00	\$35.00	\$39.00	\$43.00	\$43.00
Public Works Maintenance Facility 1764 Highland Dr.	\$35.00	\$35.00	\$39.00	\$43.00	\$43.00
Marine Safety Building 111 South Sierra Ave.	\$35.00	\$35.00	\$39.00	\$43.00	\$43.00

Rodent control shall be on an AS-NEEDED BASIS for all the below mentioned locations per the above specifications.

<b>Locations for Rodent Control</b>	<b>Monthly Fee 1<sup>st</sup> year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> year</b>	<b>4<sup>th</sup> year</b>	<b>5<sup>th</sup> year</b>
City Hall 635 South Highway 101	\$29.00	\$29.00	\$32.00	\$35.00	\$35.00
Fire Station 500 Lomas Santa Fe Dr.	\$40.00	\$40.00	\$44.00	\$48.00	\$48.00
La Colonia Community Center 715 Valley Ave.	\$29.00	\$29.00	\$32.00	\$35.00	\$35.00
Fletcher Cove Community Center 133 Pacific Ave.	\$29.00	\$29.00	\$32.00	\$35.00	\$35.00
Public Works Maintenance Facility 1764 Highland Dr.	\$29.00	\$29.00	\$32.00	\$35.00	\$35.00
Marine Safety Building 111 South Sierra Ave.	\$29.00	\$29.00	\$32.00	\$35.00	\$35.00
Del Mar Shores Beach Access 180 Del Mar Shores Terrace	\$39.00	\$39.00	\$43.00	\$47.00	\$47.00
Seascape Sur Beach Access 501 South Sierra Ave.	\$39.00	\$39.00	\$43.00	\$47.00	\$47.00
Tide Park Beach Access 302 Solana Vista Dr.	\$59.00	\$59.00	\$65.00	\$71.00	\$71.00
Fletcher Cove Park 111 South Sierra Ave.	\$39.00	\$39.00	\$43.00	\$47.00	\$47.00



**Dead Animal Disposal Services**

Per Occurrence Fee	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
Small Animal	\$145.00	\$145.00	\$160.00	\$176.00	\$176.00
Large Animal	\$300.00	\$300.00	\$330.00	\$363.00	\$363.00

\*\*Exclusion- Large animals will be picked up if they are under 350 pounds.

\*The City reserves the right to enter into an agreement for any and all locations and to suspend service at any location during the term of the agreement.

Signature 

Business Name/Address Habitat Protection, Inc.

751 W 4th Avenue

Escondido, CA 92025

Email Address Malia@habitatprotection.net Phone (760)533-5792



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Public Works Department – Luis Carrillo, Deputy Director of Public Works  
**SUBJECT:** **Authorizing the City Clerk to File a Notice of Completion for the Elevator Modernization Project at City Hall**

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### **BACKGROUND:**

On April 10, 2024, the City Council awarded a construction contract for the Elevator Modernization Project to 24-Hour Elevator, Inc., through Resolution 2024-033 (Attachment 2).

This item is before the City Council for consideration of Resolution 2025-097 (Attachment 1), reporting the final project costs, accepting the project as complete and directing the City Clerk to file a Notice of Completion.

### **DISCUSSION:**

24-Hour Elevator has successfully completed all work associated with this project in accordance with the approved plans and specifications, and to the satisfaction of the City Engineer. In accordance with contract terms, the City will release the 5% retention amounting to \$4,602.25 thirty-five (35) days following City Council approval of the Notice of Completion.

The following are highlights of the Elevator Modernization project:

- Replacing the elevator controller with a new microprocessor controller
- Installing a new submersible power unit consisting of an IMO hydraulic pump, Imperial Motor, Maxton Valve, and Chamber Muffler
- Installing an ADA compliant lantern
- Installing new state of the art closed GAL MOVFR II door operator
- Installing a code compliant car apron; and installing new limit switches in the hoist way

<b>CITY COUNCIL ACTION:</b>  _____  _____
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Change Order No. 1 was executed to add the following additional work:

- Performance and Payment Bond (Attachment 3)

**CEQA COMPLIANCE STATEMENT:**

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(a) of the State CEQA Guidelines.

**FISCAL IMPACT:**

At the time of the award, project funding was allocated through the Fiscal Year (FY) 2023/24 Capital Improvement Plan Budget, which included \$100,000 designated for the City Hall Elevator Modernization Project.

The construction base contract was awarded in the amount of \$89,800. City Council also authorized a construction contingency of \$8,980, bringing the total authorized project budget to \$98,780. Change Order No. 1 was issued in the amount of \$2,245, remaining within the approved contingency.

**Table 1 – Construction Cost Accounting**

<b>Item Description</b>	<b>Company</b>	<b>Cost</b>
Elevator Modernization	24-Hour Elevator	\$89,800
Change Order No. 1	24-Hour Elevator	\$2,245
Total Project Costs		\$92,045
<b>Appropriated Funds</b>		<b>\$100,000</b>
<b>Remaining Appropriated Funds</b>		<b>\$7,955</b>

The remaining appropriated funds will be returned to Facilities Replacement – Fund Balance for future project use.

**WORK PLAN:**

This project was listed in the FY 2023/24 Work Plan under Item B.7 of the Community Character priorities. The elevator repair will restore full accessibility and reliability at the facility, ensuring compliance with ADA standards and maintaining safe public access.


**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments/modifications.
- Do not approve Staff recommendations.

**CITY STAFF RECOMMENDATION:**

Staff recommends the City Council consider adoption of Resolution 2025-097:

1. Authorizing the City Council to accept, as complete, the FY 2023-24 Elevator Modernization Project, performed by 24-Hour Elevator, Inc.
2. Authorizing the City Clerk to file a Notice of Completion for the project.

  
Alyssa Muto, City Manager

**Attachments:**

- 1.Resolution 2025-097
- 2.Resolution 2024-033
- 3.Change Order No.1

## **RESOLUTION 2025-097**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE ELEVATOR MODERNIZATION PROJECT AT CITY HALL AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

**WHEREAS**, on April 10, 2024, the City Council awarded a construction contract for the Elevator Modernization Project to 24-Hour Elevator, Inc., through Resolution 2024-033; and

**WHEREAS**, 24-Hour Elevator has successfully completed all work associated with this project in accordance with the approved plans and specifications, and to the satisfaction of the City Engineer; and

**WHEREAS**, at the time of the award, project funding was allocated through the Fiscal Year 2023/24 Capital Improvement Plan Budget, which included \$100,000 designated for the City Hall Elevator Modernization Project. In accordance with contract terms, the City will release the 5% retention amounting to \$4,602.25 thirty-five (35) days following City Council approval of the Notice of Completion; and

**WHEREAS**, the construction base contract was awarded in the amount of \$89,800. City Council also authorized a construction contingency of \$8,980, bringing the total authorized project budget to \$98,780. Change Order No. 1 was issued in the amount of \$2,245, utilizing contingency budget. The final project cost is \$92,045.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council accepts the Elevator Modernization Project as complete, modernized by 24-Hour Elevator, Inc.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



## **RESOLUTION 2024-033**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO AWARD A PROFESSIONAL SERVICES AGREEMENT AND CONSTRUCTION CONTRACT TO 24 HOUR ELEVATOR, INC. FOR ON-CALL, AS-NEEDED REPAIR SERVICES AND MODERNIZATION UPGRADES**

**WHEREAS**, as part of the annual elevator inspection performed by the State of California, several required upgrades to the City Hall elevator were noted. To stay in compliance with elevator safety regulations, the elevator requires a modernization upgrade; and

**WHEREAS**, a Request for Bid (RFB) for as needed, on-call Elevator Maintenance Services and Modernization was posted in February 2024; and

**WHEREAS**, Staff posted the RFB to the City's electronic procurement system to solicit proposals from private industry service providers. No proposals were received by March 12, 2024, the closing date; and

**WHEREAS**, since the City did not receive any construction bids for the modernization upgrades to the passenger elevator, Staff negotiated a contract directly with 24 Hour Elevator, Inc. for the required upgrades. Per Section 20166 of the California Public Contract Code, if no bids are received in response to an advertisement for construction bids, the City may proceed with the project without further complying with that section of the California Public Contract Code; and

**WHEREAS**, the proposal submitted by 24 Hour Elevator, Inc., for the modernization upgrades to the City Hall Passenger Elevator is \$89,800. Staff is recommending a contingency of \$8,980 (10%). The estimated construction contract, including contingency, is \$98,780; and

**WHEREAS**, in addition to the construction contract with 24 Hour Elevator, Staff recommends awarding a PSA to 24 Hour Elevator, Inc., for monthly inspections and maintenance services in the annual proposal amount for each subsequent year. In addition, Staff recommends adding \$2,500, to the annual maintenance services amount, to each subsequent year, for as-needed services; and

**WHEREAS**, the Capital Improvement Plan (CIP) budget includes \$100,000 for the City Hall Elevator modernization upgrades. As noted above, the estimated construction cost, including contingency, should not exceed \$98,780; and

**WHEREAS**, the Facilities Maintenance of Building and Grounds fund includes around \$2,500 for the City Hall Elevator monthly inspections in the FY 2024/25 Adopted Budget. Staff recommends an additional \$2,500 be included in Facilities Maintenance of

Building and Grounds fund for on-call, as-needed Elevator Maintenance Services, in each subsequent year.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to award a construction contract to 24 Hour Elevator Inc., in the amount of \$89,800, and a contingency amount of \$8,980, for a total, not to exceed amount of \$98,780 for FY 2024/25 for elevator modernization upgrades to account 4596510-66610.
3. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount
4. That the City Council authorizes the City Manager to execute a Professional Services Agreement with 24 Hour Elevator, Inc., in the amount not to exceed \$4,833.76 for FY 2024/25, \$4,950.40 for FY 2025/26, \$5,072.92 for FY 2026/27, \$5,201.68 for FY 2027/28, \$5,336.80 for FY 2028/29 for monthly inspections, and for on-call, as-needed services to account 1006570-65260.
5. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2024/25 Adopted Budget accordingly.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, held on the 10th day of April 2024 by the following vote.

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

**CITY OF SOLANA BEACH  
CONTRACT CHANGE ORDER**

Date January 7, 2025

Project: City Hall Elevator Modernization

Change Order 1

Purchase Order # 22500115

**PROJECT TITLE: City Hall Elevator Modernization, Bid No. 2024-02**

This change order compensates the contractor for the items listed below. Request for Change Order No. 1 dated January 7, 2025.

1. Performance and Payment Bond

**TOTAL CHANGE TO CONTRACT AMOUNT: \$2,245.00**  
**CHANGE TO CONTRACT WORKING DAYS: 0**

All work related to this change order shall be done in accordance with the Project Special Provisions, the Project Plans, and the Standard Specifications for Public Works Construction "Greenbook", 2018 Edition (Standard Specifications). This change order shall include all labor, materials, tools, equipment and incidentals as required to complete the work complete and in place. No additional compensation shall be due to the contractor as a result of this change order.

This change order shall include all general contractor's overhead, extended overhead, profit, incidentals, bonds and lost time. Contractor shall not be entitled to any additional payments or time extensions beyond what is detailed in this change order.

Estimated Cost: Increase     **\$2,245.00**     Decrease     --     No Change     --    

By reason of this change order the time of completion will be extended by     -0-     days.

Recommended By: \_\_\_\_\_  
Orelia DeBraal, Public Works Director

**Contract Summary**

**Approved: CITY OF SOLANA BEACH**

Initial Contract Amount                     \$89,800.00    

By: \_\_\_\_\_  
Alyssa Muto, City Manager

Date: \_\_\_\_\_

This Change Order                     \$2,245.00    

**Approved: 24 Hour Elevator. Inc.**

Total Contract to Date                     \$92,045.00    

By: \_\_\_\_\_

Additional Appropriation Required     No    

Date: \_\_\_\_\_



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Finance Department – Rachel Jacobs, Finance Director  
**SUBJECT:** **Authorizing the City Manager to Execute 1<sup>st</sup> Extension on the SaaS Agreements with Tyler Technologies, Inc. for Financial and Human Resources Software Services**

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### **BACKGROUND:**

In 2020, City Council authorized the City Manager to execute a five-year Software as a Service (SaaS) agreement with Tyler Technologies for a one-time software implementation cost of \$353,870 and \$81,475 annually thereafter for an initial term of five years for a total of \$407,375 for a maximum contract amount of \$761,245. The original agreement term expired on June 30, 2025.

Per the agreement, upon expiration of the initial term, this agreement may be renewed upon mutual agreement upon the same terms (5-year) and conditions. Annual SaaS fees applicable to such renewal term shall not be more than five percent (5%) greater than the annual SaaS fees payable during the initial five (5) year term.

Staff would like to continue using Tyler Technologies and is recommending we renew our agreement for another five-year term.

This item is before Council to consider Resolution 2025-096 (Attachment 1) authorizing the City Manager to execute 1<sup>st</sup> extension for an additional five-year period to the contractual agreement with Tyler Technologies, Inc. for Software as a Service (SaaS).

### **DISCUSSION:**

The City's current financial and human resources software is Tyler Technologies. Staff would like to continue the relationship with Tyler Technologies and renew our contract for an additional five-year term.

Since the original agreement was executed back in 2020, there have been changes to the modules the City uses. Staff removed a few modules that were no longer used and added a few new modules to improve efficiency, such as Business License, Resident Access, and

COUNCIL ACTION:

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Contract Management.

Tyler has provided a five-year fixed cost for the annual maintenance with a 5% increase in Year 1 and then fixed for the next four years, for an annual cost of \$83,757 and a total 5-year maximum of \$418,785.

There are adequate funds budgeted in Finance Department – Maintenance of Equipment to cover these costs for FY 2026 & FY 2027.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City's FY 2026 and FY 2027 adopted budget has adequate funds budgeted in Finance – Maintenance of Equipment, account 1005300.65310 to cover the \$83,757 annual maintenance costs. No additional appropriations are necessary.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation
- Deny Staff recommendation and provide alternative direction.

**CITY STAFF RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt Resolution 2025-096 authorizing the City Manager to execute a 1<sup>st</sup> extension of the Software as a Service (SaaS) Agreement with Tyler Technologies, Inc. for a cost of \$83,757 annually for an additional five-year term for a maximum contract amount of \$418,785.



Alyssa Muto, City Manager

**Attachments**

1. Resolution 2025-096
2. Tyler Technologies SaaS Renewal Quote



## RESOLUTION 2025-096

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION TO THE SAAS AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE SERVICES (TYLER MUNIS)

**WHEREAS**, in May 2020, the City Council authorized the City Manager to execute a five-year Software as a Service (SaaS) Agreement with Tyler Technologies, Inc. for Finance and Human Resource Software; and

**WHEREAS**, this initial term expired on June 30, 2025; and

**WHEREAS**, Per the agreement, upon expiration of the initial term, this agreement may be renewed upon mutual agreement upon the same terms (5-year) and conditions. Annual SaaS fees applicable to such renewal term shall not be more than five percent (5%) greater than the annual SaaS fees payable during the initial five (5) year term,

**WHEREAS**, Staff desires to continue utilizing Tyler Technologies for its financial and human resources software program so an agreement extension is necessary.

**NOW THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a 1<sup>st</sup> extension of the Software as a Service (SaaS) Agreement with Tyler Technologies, Inc. for a cost of \$83,757 annually for an additional five-year term for a maximum contract amount of \$418,785.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September, 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

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LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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ANGELA IVEY, City Clerk



Quoted By: Karen Grosset  
Quote Expiration: 01/20/26  
Quote Name: City of Solana Beach - ERP - 25-26 SaaS Renewal

SaaS Term 5.00

**Sales Quotation For:**

City of Solana Beach  
635 HIGHWAY 101  
SOLANA BEACH CA 92075

**Shipping Address:**

City of Solana Beach  
635 S Highway 101  
Solana Beach CA 92075-2297

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
Accounting	1	0	\$ 12,900.00
Accounts Payable	1	0	\$ 4,098.00
Budgeting	1	0	\$ 4,098.00
Cash Management	1	0	\$ 2,261.00
Contract Management	1	0	\$ 1,343.00
Project & Grant Accounting	1	0	\$ 2,701.00
Purchasing	1	0	\$ 5,775.00
<b>Human Resources Management</b>			
Human Resources & Talent Management	1	0	\$ 4,805.00
Payroll w/ESS	1	0	\$ 5,843.00
Time & Attendance - Up to 150 Employees	1	0	\$ 10,368.00
Time & Attendance Import	1	0	\$ 3,715.00
<b>Revenue Management</b>			
Accounts Receivable	1	0	\$ 3,017.00
Business Licenses	1	0	\$ 3,125.00

General Billing	1	0	\$ 2,099.00
Resident Access	1	0	\$ 4,190.00
Content Management			
Content Manager Core	1	0	\$ 6,519.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 2,716.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 4,184.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 83,757.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 83,757.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 0.00</b>	<b>\$ 83,757.00</b>
<b>Contract Total</b>	<b>\$ 418,785.00</b>	

Client's purchase of the items listed above is subject to the Comments below  
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

### **Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Business license library includes: standard business license and standard renewal application.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.





# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Office of the City Manager  
**SUBJECT:** Transparency and Values in Government

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### **BACKGROUND:**

Transparency is the cornerstone of effective government. The City of Solana Beach has been committed to open public meetings, good public stewardship, and fair access to all governmental programs. In light of recent regional and national events, it is important to revisit and reaffirm the policy, operational and legislative actions the City employs to uphold these values amid evolving conditions and concerns from members of our community.

This item has been agendized to provide an overview of the present methods and legislative actions the City implements to ensure transparency and prioritize and protect all Solana Beach residents. During this meeting, the City Council and City Manager will receive information from the public on matters of transparency and City values related to protection of individual rights and due process. The City Council may provide specific direction or programs for the City Manager to follow up on within the jurisdiction and authorities legally afforded to the City.

### **DISCUSSION:**

#### *Overview*

Recent weeks have brought renewed public attention to issues concerning public safety and transparency of governmental actions. The federal enforcement activities occurring in our region, and most recently, near our City, highlight how free speech, clear identification of governmental staff and vehicles, and due process at all levels of government is fundamental within our governmental structure. While immigration enforcement and activities fall outside the City's jurisdiction, the City's role in promoting

COUNCIL ACTION:

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safety and trust for all residents is paramount. Several community organizations have stepped up to identify and address the daily needs of many long-standing Solana Beach families and residents, working alongside the City, school districts, and other agencies to respond with necessary resources. Working partnerships across our community are essential to properly respond to the evolving needs that residents and businesses may have during this time.

### *Transparency and Values in Government*

#### Open Meetings:

Maintaining transparency, safeguarding speech, and ensuring the fair treatment of all residents is reflective of the City's values and City Staff continue efforts to ensure daily operations are aligned. The City Council frequently agendas items such as this to reflect and respond to the community with transparent conversation about policy, operations and compliance with laws. This open access to public information includes conformance with the Brown Act for open public meetings of the elected officials; oral communication during meetings by the public; and availability and access to all public records under the California Public Records Act.

#### Public Safety:

With respect to Public Safety, the City contracts with the San Diego County Sheriff's association for law enforcement services. Under Senate Bill 54 (SB54), also known as the California Values Act, the County Sheriff's Office ensure a clear separation of actions, information and data from federal immigration enforcement. This means that the Sheriff will not ask, arrest or inquire for immigration status, and an individual's personal information is not shared with immigration officials. There are some exceptions with clear criteria in place, such as law enforcement can notify or transfer an individual into Federal custody if that individual has been convicted of serious crimes and felonies as specified in the legislation.

While SB 54 has the intention of preserving access to schools, health centers, libraries, and other government places without fear of immigration enforcement, there is not a clear means to enforce and there is no feasible way to safeguard persons once outside in public areas. .

The public has also expressed concern with public safety as it relates to incidents that may happen in public spaces with others present. These types of actions can result in fear, or worse, injury to others whether due to unexpected conditions on the roadway or changes in access to essential public goods and services. The City acknowledges this is a public safety concern that reaches residents of all identities, ages and status, and in response, we continue to work with law enforcement and City operations Staff to minimize the potential impact of recent or potential governmental activity.

#### City Policies:

The City must recognize our legal limitations relative to other governmental agencies which may supersede or pre-empt local governmental action. Thus, it is with intention that

the City Council and City Staff work to create policy and programs that directly support our residents and those partners that work to ensure all residents are safe, healthy, and have access to public information. This includes ongoing coordination with our State and Federal representatives on new legislation in alignment with the City's Legislative Policy and Annual Work Plan. This publicly reviewed and approved document and the associated annual Budget, ensure that the work of the City is transparent and reflective of priorities to benefit and provide for our citizens.

Daily Operations:

Similarly, the daily operations conducted by City Staff are done so with fairness and access for all residents. Decisions concerning infrastructure maintenance – such as roads, storm drains, and landscaping – are conducted in a way that ensures that public monies are reinvested in the City in a manner that is transparent and with good stewardship. As it relates to public safety, including Marine Safety, Fire and Sheriff, these services are provided equally to all individuals, at all levels of service to ensure that the health, safety and welfare of residents is at the highest degree.

*Conclusion*

As community concerns have been voiced regarding safety, City Staff has continued to work to respond where legally possible. The City has received feedback about how fears around public safety are affecting individuals' ability to go to work or school, obtain food and basic household items, and engaging with the City for services.

The City of Solana Beach stands united with our community, and we are committed to advocating for our residents, supporting peaceful expression, and keeping our community informed and united. While specific actions by other levels of the government are outside of the purview and jurisdiction of the City, it is important that the public be given an opportunity to not only hear from the City Council, but also have a forum to speak to their regional, state and federal representatives about expectations and accommodations for transparency in government. This item is an opportunity to provide public feedback and for the Council to discuss any additional programs to promote our core values as a City.

**CEQA COMPLIANCE STATEMENT:**

N/A

**FISCAL IMPACT:**


This item does not have any financial commitments proposed.

**WORK PLAN:**

This item is in alignment with and supports the core commitments within the City's adopted Legislative Policy, Work Plan and Budget, that are adopted annually.

**CITY STAFF RECOMMENDATION:**

Receive public input and provide direction to Staff on any follow up actions or programs.

  
Ayssa Muto, City Manager



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Alyssa Muto, City Manager  
**MEETING DATE:** September 3, 2025  
**ORIGINATING DEPT:** Public Works Department, Luis Carrillo, Deputy Director of Public Works  
**SUBJECT:** **Approving and Authorizing the City Manager to Enter Into an Agreement, with National Auto Fleet Group, utilizing Sourcewell, Contract No. 091521-NAF, for the Purchase of One Passenger Vehicle and Two Pickup Trucks**

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### **BACKGROUND**

The City's fleet includes light- and medium-duty trucks. These vehicles support operations across Public Works, Community Development, and other City departments. The City's Fleet Replacement and Modernization Plan provides a framework for modernizing the fleet while advancing environmental and operational objectives.

This item is presented for City Council consideration of Resolution 2025-100 (Attachment 1), authorizing the purchase of two replacement pickup trucks for the Public Works Department and one new passenger vehicle for the Community Development Department.

### **DISCUSSION**

The City's vehicle fleet, managed by the Public Works Department, consists of approximately 20 vehicles, including passenger vehicles and light- and medium-duty trucks. These vehicles support operations across Public Works, Community Development, and other City departments.

In alignment with the City's Climate Action Plan (CAP) and California Air Resources Board Advanced Clean Fleets Regulation (CARB ACF) regulation, the City's Fleet Replacement and Modernization Plan provides a structured approach to upgrading the City's vehicle

COUNCIL ACTION:

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fleet to reduce greenhouse gas emissions, improve efficiency, and ensure compliance with State regulations.

### Fleet Modernization and Sustainability

The City's CAP serves as a strategic roadmap to address the challenges of climate change and transition toward a more sustainable future. The CAP is structured around high-level "pathways" that guide specific measures and implementation actions. One of the key pathways identified is *Decarbonize Transportation*, which focuses on reducing emissions from the transportation sector.

Measure T-5 specifically calls for increased adoption of electric vehicles (EVs) and expansion of EV charging infrastructure. This measure, developed through input from both City staff and the community, aims to promote the widespread use of low- or zero-emission vehicles. Measure T-5 outlines the following targets for municipal operations:

- 50% of new vehicle purchases to be zero-emission vehicles (ZEVs) by 2025;
- 100% of new vehicle purchases to be ZEVs by 2027; and
- Development of a fleet electrification transition plan.

In addition to the City's CAP goals, the CARB ACF regulation requires local government fleets to transition to ZEVs for vehicles over 8,500 pounds beginning January 1, 2024. CARB ACF is designed to protect public health, improve air quality, and mitigate climate impacts by accelerating the adoption of zero-emission technologies. Under Section 2013 of the regulation, beginning January 1, 2024, the ACF applies to all state and local government fleets operating vehicles in California with a Gross Vehicle Weight Rating (GVWR) over 8,500 lbs., unless specifically exempted. The regulation applies to vehicles owned, leased, or operated by public agencies and includes phased purchasing and reporting requirements.

The proposed vehicle acquisitions meet the CAP and CARB ACF compliance thresholds. The replacement of a light-duty truck with an extended-range electric model, which was reclassified as medium-duty, provides flexibility for future compliance with CARB ACF while maintaining essential operational capabilities.

### Fleet Purchases

The Public Works Department is requesting approval to replace two existing vehicles that have reached the end of their service life due to age, mileage, and mechanical condition and to purchase one new vehicle for building inspections:

1. **Public Works Replacement of 2012 Ford F-250 (Medium-Duty Pickup Truck):**  
Used daily to transport materials for maintenance of City infrastructure, including streets, storm drains, sewer systems, parks, and public facilities. This vehicle is equipped with a service body, liftgate, and traffic control arrow board for ensuring worker and public safety during roadway maintenance and emergency response

activities. At this time, electric vehicle technology does not offer a medium-duty platform capable of supporting the necessary equipment and operational demands of the Public Works Department and staff recommends replacement with a gasoline-powered model.

2. **Public Works Replacement of 2013 Ford F-150 (Light-Duty Pickup Truck):** This vehicle was originally used by the Marine Safety Department for daily beach operations and was transferred to the Public Works Department for routine operations. It is now exhibiting significant corrosion and mechanical issues that hinder reliable service. Staff recommends replacement with an all-electric pickup truck equipped with an extended-range battery. Reclassifying this vehicle as medium-duty provides the City with flexibility to replace the 2012 F-250 with a gasoline-powered vehicle while maintaining overall compliance with fleet emission standards.
3. **Community Development New Electric Passenger Vehicle:** With the recent addition of a new Building Inspector position, there is a need to acquire a vehicle to support daily field inspections. In alignment with the City's sustainability objectives and CAP goals, staff recommends the purchase of an all-electric passenger vehicle for this role.

All existing vehicles scheduled for replacement will be removed from service in accordance with the City's established equipment disposal policy.

#### Purchasing Methods

The City's purchasing ordinance, Section 3.08.130(C) of the Solana Beach Municipal Code, authorizes "public agencies" to participate in cooperative purchasing agreements. The City participates in several cooperative purchasing organizations, including Sourcwell, formally known as National Joint Powers Alliance (NJPA). These organizations establish and provide nationwide competitively solicited purchasing contracts for use by participating public agencies.

To ensure efficiency and obtain the most favorable pricing, City staff recommends entering into an agreement with National Auto Fleet Group utilizing Sourcwell, Contract No. 091521-NAF. Public Works vehicles require "upfits" for configuration for specialized functions and will be procured following City procurement policies.

**CEQA COMPLIANCE STATEMENT:** N/A

#### **FISCAL IMPACT:**

The Fiscal Year (FY) 2025/26 budget included appropriations for the purchase of new vehicles in respective department's Vehicle Replacement Funds: \$180,000 from the Asset Replacement Fund – Eng/Public Works Vehicle Account (1356510-66500) and \$45,000 from the Building Services - Vehicle Account (1005560-66500).



Table 1 provides a breakdown of the base vehicle purchase price and estimated upfit costs:

**Table 1: New Vehicle Descriptions and Cost**

Dept.	Vehicle	Budget Amount	Actual Amount	Upfits	Total	Savings
Eng/PW	2025 EV Ford Pickup	\$180,000	\$64,177.53	\$2,500	\$66,677.53	\$33,682.16
Eng/PW	2026 Ford F-250		\$73,640.31	\$6,000	\$79,640.31	
Building Svs.	2025 EV Ford	\$45,000	\$45,594.65	-	\$45,594.65	-\$594.65
<b>Grand Total:</b>		<b>\$225,000</b>	<b>183,412.49</b>	<b>\$8,500</b>	<b>\$191,912.49</b>	<b>\$33,087.51</b>

The overage for Building Services purchase can be absorbed within their existing budget through a budget transfer from (1005560-65300).

**WORK PLAN:**

Acquiring replacement electric vehicles supports the Environmental Sustainability objectives outlined in the City's Work Plan by reducing emissions, improving fleet performance, and furthering Climate Action Plan implementation.

**OPTIONS:**


- Approve Staff recommendation.
- Deny Staff recommendation and provide direction.

**CITY STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2025-100:

1. Approving the purchase of:
  - a. One (1) model year 2025 Ford F-150 Lightning, EV pickup truck, including upfits, for \$66,677.53.
  - b. One (1) model year 2026 Ford F-250 Service Body, gasoline pickup truck, including upfits, for \$79,640.31.
  - c. One (1) model year 2025 Ford Mach E, EV passenger vehicle for \$45,594.65.

2. Authorizing the City Treasurer to amend the FY 2025/2026 Adopted Budget accordingly.



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Ayssa Muto, City Manager

Attachments:

1. Resolution 2025-100
2. Sourcewell Contract Page

## **RESOLUTION 2025-100**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF ONE ELECTRIC PASSENGER VEHICLE AND TWO PICKUP TRUCKS**

**WHEREAS**, the City's vehicle fleet, managed by the Public Works Department, consists of approximately 20 vehicles, including passenger vehicles and light- and medium-duty trucks. These vehicles support operations across Public Works, Community Development, and other City departments; and

**WHEREAS**, the City's CAP serves as a strategic roadmap to address the challenges of climate change and transition toward a more sustainable future. The CAP is structured around high-level "pathways" that guide specific measures and implementation actions. One of the key pathways identified is Decarbonize Transportation, which focuses on reducing emissions from the transportation sector. Measure T-5 specifically calls for increased adoption of electric vehicles (EVs) and expansion of EV charging infrastructure. This measure, developed through input from both City staff and the community, aims to promote the widespread use of low- or zero-emission vehicles; and

**WHEREAS**, the CARB ACF regulation requires local government fleets to transition to ZEVs for vehicles over 8,500 pounds beginning January 1, 2024. CARB ACF is designed to protect public health, improve air quality, and mitigate climate impacts by accelerating the adoption of zero-emission technologies. Under Section 2013 of the regulation, beginning January 1, 2024, the ACF applies to all state and local government fleets operating vehicles in California with a Gross Vehicle Weight Rating (GVWR) over 8,500 lbs., unless specifically exempted. The regulation applies to vehicles owned, leased, or operated by public agencies and includes phased purchasing and reporting requirements; and

**WHEREAS**, the Public Works Department is requesting approval to replace two existing vehicles that have reached the end of their service life due to age, mileage, and mechanical condition, and to purchase one new vehicle for building inspections. In alignment with the City's sustainability objectives and CAP goals, staff recommend the purchase of an all-electric passenger vehicle for this role.

**WHEREAS**, the City's purchasing ordinance, Section 3.08.130(C) of the Solana Beach Municipal Code, authorizes "public agencies" to participate in cooperative purchasing agreements. The City participates in several cooperative purchasing organizations, including Sourcewell, formally known as National Joint Powers Alliance (NJPA). These organizations establish and provide nationwide competitively solicited purchasing contracts for use by participating public agencies. To ensure efficiency and obtain the most favorable pricing, City staff recommends entering into an agreement with National Auto Fleet Group utilizing Sourcewell, Contract No. 091521-NAF. Public Works

vehicles require “upfits” for configuration for specialized functions and will be procured following City procurement policies.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager to enter into an agreement with National Auto Fleet Group, utilizing Sourcewell, Contract No. 091521-NAF, for the purchase of:
  - a. One (1) model year 2025 Ford F-150 Lightning, EV pickup truck, including upfits, for \$66,677.53, and
  - b. One (1) model year 2026 Ford F-250 Service Body, gasoline pickup truck, including upfits, for \$79,640.31, and
  - c. One (1) model year 2025 Ford Mach E, EV passenger vehicle, for \$45,594.65.
3. That the City Council authorizes the City Treasurer to amend the FY2025/26 Adopted Budget accordingly.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of September 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



## CONTRACT EXTENSION

**Contract Number:** 091521-NAF

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

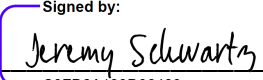
National Auto Fleet  
490 Auto Center Dr  
  
Watsonville, California  
(Vendor) 95076-3726

have entered into Contract Number: 091521-NAF  
for the procurement of: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

The Contract has an expiration date of 2025-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:  
  
C0FD2A139D06489  
Authorized Signature  
  
Jeremy Schwartz  
Name  
  
Chief Operating and Procurement Officer  
Title  
  
5/29/2025 | 12:25 PM CDT  
Date

Signed by:  
  
FACBB5730C1E467...  
Authorized Signature  
  
Jesse Cooper  
Name  
  
Fleet Manager  
Title  
  
5/30/2025 | 10:38 AM CDT  
Date